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MASTER AGREEMENT

between the

BUCKEYE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

BUCKEYE LOCAL EDUCATION ASSOCIATION

Effective July 1, 2023, through June 30, 2026

Table of Contents

PREAMBLE **9**

ARTICLE I **9**

RECOGNITION AND NEGOTIATION PROCEDURES *9*

1.01 Recognition *9*

1.02 Requests for Negotiations *9*

1.03 Negotiation Meetings *10*

1.04 Representation *10*

1.05 Information *10*

1.06 News Release *10*

1.07 Agreement *11*

1.08 Impasse *11*

1.09 Definition of Days *11*

1.10 Exclusivity of Procedure *11*

1.11 Special and General Education Tutors *11*

1.12 Long Term Substitutes *14*

1.13 Hiring of Retired Buckeye Teachers *14*

ARTICLE II **16**

GRIEVANCE PROCEDURE *16*

2.01 Definitions *16*

2.02 Purpose *16*

2.03 Rights of the Grievant *16*

2.04 Time Limits *17*

2.05 Grievance Procedure *17*

ARTICLE III **20**

COMPENSATION *20*

3.01 Salaries *20*

3.02 Substituting *21*

3.03 Severance Pay *22*

3.04 Car Allowance *23*

3.05 Attendance Incentive *23*

3.06 Curriculum Rate of Pay *23*

ARTICLE IV **24**

INSURANCE PROVISIONS *24*

4.01 Insurance Coverage *24*

4.02 Hospitalization / Surgical / Major Medical *24*

4.03 Prescription Drug Purchasing Plan *24*

4.04 Dental Insurance *24*

4.05 Vision Insurance *24*

4.06 Term Life Insurance *25*

4.07 Board / Employee Costs *25*

4.08 Procedure for Change in Carrier(s) *25*

4.09 If the Spouse of a Unit Member has Employer Paid Insurance Available *25*

4.10 Insurance Committee *26*

4.11 IRS 125 Plan *26*

ARTICLE V **26**

LEAVE PROVISIONS *26*

5.01 Sick Leave *26*

5.011 Catastrophic Sick Leave Bank *27*
B. Eligibility 28
C. Use of Time Bank 28
D. Donations to the Sick Leave Bank 29
E. Catastrophic Sick Leave Bank Administration 29
G. Catastrophic Sick Leave Guidelines 30

5.02 Personal Leave *30*
A. Paid Personal Leave 30
B. Unpaid Personal Leave 31

5.03 Assault Leave *31*

5.04 Sabbatical Leave *32*

5.05 Jury/Hearing Leave *33*

5.06 Maternity / Adoption / Child Care Leave *33*
A. Maternity Leave 33
B. Adoption Leave 34
C. Child Care Leave 34

5.07 Association Business Leave *35*

5.08 Military Leave *35*

5.09 General Leave *35*

5.10 Professional Meetings *36*

5.11 School Closures *36*

5.12 Family and Medical Leave *37*

5.13 Notice of Intent to Return from Leave 37
5.14 Bereavement Leave 38
5.15 Request for Long-Term Leave 38

ARTICLE VI **38**
ASSIGNMENT, TRANSFER AND PROMOTION 38
6.01 Assignment 38
6.02 Voluntary Transfer 39
6.021 Vacancy & Long Term Leave Vacancy 40
6.03 Involuntary Transfer 41
6.04 Promotions 42

ARTICLE VII **42**
REDUCTION IN STAFF 42
7.01 Reasons for Reduction in Staff 42
7.02 Reduction in Staff 43
7.03 Suspension of Contracts 43
7.04 Teaching Areas 43
7.05 Seniority 43
A. Placement 43
B. Seniority List 44
C. System Seniority 44
D. Retention 44
E. Order of Reduction 45
F. Displacement 45
G. Non-OTES teachers 45

ARTICLE VIII **47**
WORK HOURS AND WORK LOAD 47
Work Year 47
8.01 School Calendar 48
8.02 Association Unit Work 48
8.03 Work Day 48
8.04 Preparation Time 49
8.05 Meetings with Parents / Students / Principal 50
8.06 Meetings Called by Administrators 50
8.07 Duties Outside the Work Day/Year 50

ARTICLE IX **50**
WORKING CONDITIONS 50

9.01 Class Size 50
9.02 Instructional Materials and Supplies 51
9.03 Transporting Students 51
9.04 Staff / Management Relations 52
9.05 Drug Free Work Place 52
9.06 Student Misconduct 52
9.07 Early Bird/Night Owl Classes 52

ARTICLE X **53**
INDIVIDUAL RIGHTS 53
10.01 Individual Employment Contracts 53
A. Limited Contracts 53
B. Continuing Contracts 53
C. Procedure for Salary Advancement and Continuing Contract 55
D. Supplemental Contracts 56
E. Filing and Maintenance of Certification/Licensure 57
F. BCI/FBI Background checks 58
10.02 Contents of Contracts / Salary Notice 58
10.03 Right to Representation 59
10.04 Personnel Files 59
10.05 Payroll Deductions 60
10.06 Electronic Deposit 61
10.07 Job Sharing 61

ARTICLE XI **62**
ASSOCIATION RIGHTS AND PRIVILEGES 62
11.01 Payroll Deductions of Association Dues 62

ARTICLE XII **63**
EVALUATION 63
12.01 Introduction 63
OTES & OCSES 63
A. Evaluation Committee 63
B. Poorly Performing Teachers 65
C. Evaluation of Non-OTES or Non-OCSES Members 66
12.02 Open Appraisal 66
12.03 Fair Consideration of Work Effort 66
12.04 Correction of Deficiencies 66
12.05 Conflict with Law 67

ARTICLE XIII **67**

TERMINATION AND DISCIPLINARY PROCEDURES 67
13.01 Termination of Existing Contract 67
13.02 Disciplinary Actions 67

ARTICLE XIV **68**
NON-RENEWAL 68
14.01 Non-Renewal of a Contract 68
14.02 Non-Renewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three (3) Years or Less 69

ARTICLE XV **69**
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 70
15.01 Purpose 70
15.02 Members 70
15.03 Chairperson / Meetings 70
15.04 Function 70
15.05 Compensation 70
15.06 Appeal 71
15.07 Funding 71
15.08 Accountability Audit 71

ARTICLE XVI **71**
PROFESSIONAL STANDARDS 71
16.01 Lesson Plans 71
16.02 Special Education Lesson Plans 72
16.03 Intervention / Differentiation of Instruction 72
16.04 Every Student Succeeds Act 72

ARTICLE XVII **73**
MISCELLANEOUS 73
17.01 Job Descriptions 73
17.02 Resident Educator Program 73

ARTICLE XVIII **74**
SEVERABILITY 74

ARTICLE XIX **74**
THE AGREEMENT 74

ARTICLE XX **74**

MANAGEMENT RIGHTS *74*

ARTICLE XXI **75**

DURATION *75*

APPENDIX A **77**

GRIEVANCE REPORT FORM A *77*

APPENDIX B **78**

GRIEVANCE REPORT FORM B *78*

APPENDIX C **79**

BUCKEYE LOCAL SCHOOL DISTRICT SALARY SCHEDULE *79*

APPENDIX D **80**

SUPPLEMENTAL SALARY SCHEDULE *80*

APPENDIX E **81**

ATTENDANCE INCENTIVE *81*

APPENDIX F **82**

ASSAULT LEAVE FORM *82*

APPENDIX G **83**

REQUEST FOR TRANSFER 83

APPENDIX H **84**

MEMBERS WITH OR SEEKING FAMILY COVERAGE WHICH INCLUDES A SPOUSE MUST COMPLETE THIS FORM 84

COORDINATION OF BENEFITS (COB) QUESTIONNAIRE 84

APPENDIX I **86**

REQUEST FOR FAMILY MEDICAL LEAVE 86

APPENDIX J **87**

FAMILY MEDICAL LEAVE CERTIFICATION FROM HEALTH CARE PROVIDER 87

APPENDIX L **88**

PROFESSIONAL MEETING SETTLEMENT 88

APPENDIX M **89**

BUCKEYE LOCAL SCHOOL DISTRICT LIMITED CONTRACT FOR EMPLOYMENT OF LONG TERM SUBSTITUTE TEACHER 89

APPENDIX N **90**

JOB SHARING AGREEMENT 90

APPENDIX O **92**
SICK LEAVE BANK 92
REQUEST FORM 92

APPENDIX P **93**
SICK LEAVE BANK 93
NOTICE OF ACCEPTANCE/REJECTION *93*

APPENDIX Q **94**
SICK LEAVE BANK 94
DEPOSIT AUTHORIZATION FORM 94

APPENDIX R **95**
SICK LEAVE BANK 95
COMPOSITE RECORD OF SICK LEAVE BANK USE 95

APPENDIX S **96**
Discipline Procedures *96*
Verbal Warning Memorialized Form *96*

APPENDIX T **97**
CLASS SIZE/LOAD VERIFICATION *97*

APPENDIX U **98**
PLAN DESIGN *98*
Medical, Dental and Vision *98*

APPENDIX V **99**
RE: Request for change in Contract Status (Due by March 30) *99*

PREAMBLE

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

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

ARTICLE I
RECOGNITION AND NEGOTIATION PROCEDURES

1.01 Recognition

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

1.02 Requests for Negotiations

A. If either party desires to open negotiations it shall notify the other party in writing not later than the second Tuesday in February of the school year in which the contract expires. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.

B. Within twenty (20) days after receipt of such notice, an initial meeting will be held at which both parties will submit in writing their proposals, and thereafter additional items

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[1] A casual substitute is defined as a teacher who is employed to fill a temporary vacancy created by the absence of a unit member or members for a period of less than sixty (60) work days in any one school year in the same position. A substitute who is employed to fill a temporary vacancy that is known or becomes known to be for a long duration (at least sixty (60) consecutive days in one position and who works at least fifteen (15) consecutive days in that position) shall not be considered a casual substitute from the time of such knowledge.

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

shall not be submitted by either party unless the other party consents thereto.[3]

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

1.03 Negotiation Meetings

A. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting[4]

B. Meetings shall not be scheduled during school hours, unless approved by the Board and the Association, and shall be at reasonable intervals, places and times, and shall avoid, as nearly as is practicable, conflict and interference with school and employment schedules.

C. Negotiation meetings shall be closed to the press and the public.

D. Either party may recess for caucuses of reasonable length at any time.

E. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both sides shall thereupon agree to the time for the next negotiating session.

1.04 Representation

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

1.05 Information

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

1.06 News Release

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

[4]

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

1.07 Agreement

A. Agreement reached on negotiations items shall be reduced to writing and initiated by a representative of each party as tentative agreements.

B. All tentative agreements reached through negotiations shall be reduced to writing and submitted as one package to the Association by its representatives for approval. Upon approval by the Association, these tentative agreements shall be submitted to the Board by the Superintendent for approval. If approved by both parties, these tentative agreements and items of the current contract not submitted by the parties for negotiations shall become the final agreement and constitute the new Master Agreement.

C. Each negotiating team which signs a tentative agreement shall recommend such item for adoption by its respective party.

1.08 Impasse

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

1.09 Definition of Days

Throughout this Agreement "days" means contractual teacher workdays unless otherwise specified.

1.10 Exclusivity of Procedure

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

1.11 Special and General Education Tutors

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

A. Special and general education tutors shall be employed under a one (1) year limited contract.

B. As used in this Article, "tutor" means a unit member under contract with the Board employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate/license.

C. Seniority

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

1. Continuity of service shall not be considered interrupted for the unit member whose employment includes successive years as a tutor and/or teacher. Example: A unit member who has been employed for five (5) consecutive years (three (3) as a teacher and two (2) as a tutor) shall have three (3) years of seniority as a teacher and two (2) years as a tutor.

2. A unit member having seniority as a teacher and as a tutor and whose contract is suspended, shall be placed on the recall list and shall have recall rights to a teacher or tutor position in accordance with his/her seniority in that position.

3. A unit member whose teaching contract is suspended and who holds proper certification/licensure as a tutor shall have recall rights to a tutor position providing no other unit member on the recall list has seniority as a tutor. If a teacher and tutor position are vacant, the unit member on the recall list shall have the right to choose between the two positions.

4. A unit member who has seniority as a full-time teacher and who accepts a recall to a tutor position shall retain his/her position on the recall list as a teacher.

5. A unit member who has seniority as a tutor and who accepts a recall to a teacher position shall retain his/her position on the recall list as a tutor.

D. Compensation

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

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

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

6th Year – 85%
7th Year – 90%
8th Year – 95%
9th Year – 100%
10th Year – 100%

Tutors shall work the regular teacher work year and workday.

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

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

E. Transfers

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

F. Employment as a Teacher

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

G. Class Size

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

H. Substituting

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

I. Continuing/Multi Year Contracts

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

J. Reduction in Force

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

K. Insurance and Leaves of Absence

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

1.12 Long Term Substitutes

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

Notwithstanding language to the contrary in the third paragraph of Ohio Revised Code 3319.10, an individual may be employed under a long term substitute contract for up to two successive one (1) year contracts. [5]

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

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

1.13 Hiring of Retired Buckeye Teachers

Any teacher, who has at least five (5) years of service in the Buckeye Local School District and who is interested in retiring and being re-employed in the District, shall apply to the

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

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

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

A. To be eligible for employment, the teacher must have accepted severance pay, and eliminated his/her sick leave upon retirement from the Buckeye Local School District.

B. A retired Buckeye Local School District teacher may not displace a current bargaining unit member.

C. A retired Buckeye Local School District teacher shall be placed at Step 5 of the salary schedule and at the level commensurate with his/her level of education, provided that he/she has ten or more years of previous service.

D. A retired Buckeye Local School District teacher shall be subject to the evaluation procedure set forth in Article XII of the Agreement. However, a retired Buckeye Local School District teacher has no right to an evaluation as a precondition to the automatic expiration of his/her limited contract.

E. A retired Buckeye Local School District teacher shall accumulate and may use sick leave in accordance with Article V, Section 5.01 of the Agreement, but is not entitled to severance pay/Retirement Incentive Payment under Article III, Section 3.04 of the Agreement. A retired Buckeye Local School District teacher shall not carry over sick leave from year-to-year, and will start each year of employment with zero accumulation. However, a retired Buckeye Local School District teacher may request an advancement of five (5) days of sick leave, which shall be reimbursed by the time of the retired teacher's separation from employment. A retired Buckeye Local School District teacher shall not be eligible to participate in the Catastrophic Sick Leave Bank.

F. The Board and the Association expressly intend this section of the Agreement to supersede the provisions of O.R.C. 3317.13, 3317.14, 3319.11, 3319.111, 3319.141, 3319.17, and all other applicable laws that are in conflict with the provisions of this section, to the extent permitted under law.

ARTICLE II
GRIEVANCE PROCEDURE

2.01 Definitions

A. A grievance is a claim by a unit member or the Association that there has been a violation, misinterpretation or misapplication of a provision(s) of this Agreement.

B. The term "grievant" shall include all unit members represented by the Association and/or the Association.

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

D. "Communication." All communications, except at the informal level, shall be in writing, hand-delivered, and receipted or delivered by certified mail. If delivered by certified mail, time limits at the various steps shall be in addition to the time it takes for the mail to be posted and received.

E. Days shall be contractual teacher workdays minus any calamity days unless otherwise specified.

2.02 Purpose

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

2.03 Rights of the Grievant

A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association or by an attorney of the grievant's choice and expense.

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

C. The fact that a unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such

fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

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

2.04 Time Limits

A. The number of days indicated at each step is considered a maximum except as provided below. The time limits specified may, however, be extended by written agreement of the parties in interest.

B. If the grievant or his/her representative fails to observe time limits established herein, the grievance shall be settled in accordance with the immediate prior decision of management, and such settlement shall be final and binding on the Board, the Association, and the grievant. If the administrator fails to meet the time limits established in Levels I or II of this procedure, the grievance shall automatically advance to the next step. Settlements of a grievance at any step of this procedure shall be final and binding on the Board, the Association, and the grievant. However, upon mutual agreement, the parties may agree to extend the time limits set forth herein.

C. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardships to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

D. Days in which the District is closed due to calamity shall not be counted in the calculation of timelines.

2.05 Grievance Procedure

A. Informal Procedures

If a unit member believes there is a basis for a grievance, s/he shall first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally. An informal meeting shall happen no more than thirty (30) days from the alleged violation and is mandatory and cannot be skipped. The unit member has the right to be accompanied and/or represented by an Association representative. Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and rules of the Board and if the representative of the Association approves.

B. Step I – Immediate Supervisor

If the grievance is not resolved, s/he may present his/her formal claim by submitting a completed Grievance Report Form A (Appendix A) within seven (7) days. Copies of this Form showing the date of the occurrence, a statement of the nature of the grievance and provisions of the collective bargaining agreement allegedly violated, and the relief sought shall be submitted by the grievant to the Association building representative and to the immediate supervisor. Within seven (7) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or the Association representative in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance within seven (7) school days on Grievance Report Form B (Appendix B). The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

C. Step II – Superintendent

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

D. Step III- Mediation (optional)

If the grievance is not resolved in Step II, the Board and BLEA may mutually agree to attempt to reach a resolution through mediation.

The Board and BLEA shall jointly request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call a meeting for the purpose of attempting to resolve the grievance.

All timelines shall be held in abeyance until the mediation process is completed. If an agreement is reached to resolve the grievance at the mediation level, the agreement will be reduced to writing by the parties and signed by a representative of BLEA and the Board.

E. Step IV – Arbitration

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

grievance by the Superintendent.

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

F. Authority of the Arbitrator

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

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

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

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

1. All claims for back wages shall be limited to the amount of wages that the teacher would otherwise have earned, less other earned income, less unemployment and/or workers' or disability compensation that he/she may have received during the period of back pay except when the claim is wrong placement at time of most recent employment.

2. No decision in any one case shall require a retroactive wage adjustment in any other case except when a case involves others who are similarly situated.

I. Election of Remedies

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

ARTICLE III
COMPENSATION

3.01 Salaries

A. The salaries of all persons covered by this contract are set forth in Appendix C which is attached hereto and made a part hereof.

1. Increases on the base salary will be 3.0% each of the three years of this Contract with the initial increase effective July 1 of each year.

2. Annual longevity stipends will be paid only for teachers with a Masters and above (MA, MA +15, MA+30) in steps 21-35 as follows:

    a. Steps 21-25 $1050 stipend;
    b. Steps 26-30 $1425 stipend; and
    c. Steps 31-35+ $1800 stipend

    The stipends will be paid to teachers still employed by the District on the 1st payroll after the last teacher workday

B. Members of the unit shall be properly placed on the salary schedule using all of their years of teaching credit provided for in Section 3.02 below.

C. Advancements on the salary schedule, by reason of additional degrees or credit hours earned, shall become effective as of the September 30th or January 31st next following filing, by the unit member, of an official transcript or grade report of the additional degree or credit hours earned with the Treasurer. Courses accepted for advancement on the salary schedule must be earned in the teaching field of the individual, from a college or department of education, or in the area of guidance or administration. Unit members who enroll in college course work outside of their area(s) of certification/licensure, a college or department of education or the area of guidance or administration must obtain the prior approval of the Course Approval Committee if they wish to obtain credit on the salary schedule. The Course Approval Committee shall consist of three (3) unit members appointed by the Association President and two (2) administrators appointed by the Superintendent. Action of the Course Approval Committee shall be by majority vote of the entire Committee. The Committee shall follow the guidelines to be developed by agreement between the Superintendent and Association President.

D. Credit hours earned by the member to move from one salary column to another must be earned after completion of the degree from which movement is sought and must be confirmed by the unit member's transcript or by letter from the institution from which the credit hours were earned. To gain recognition of hours beyond the BA Degree in education to change columns, all such hours must be taken after the quarter/semester the unit member completed all requirements necessary to receive the BA Degree in education. To

gain recognition of hours beyond the Master's Degree to change columns, all such hours must be taken after the quarter/semester the unit member completed all requirements necessary to receive the Master's Degree.

E. Unit members shall be paid in twenty-four (24) equal bi-monthly installments on the 10th and 25th of the month.. All legally required deductions shall be made from each unit member's paycheck.

F. In the event a unit member's contract is terminated by the Board or if the unit member resigns upon request by the Board at any time, the total sum due the unit member shall be paid at the next scheduled pay day following the last day of service by the unit member.

G. In the event a unit member's contract is terminated by the unit member other than by resignation at the request of the Board or not renewed by either party at the end of the school year, the unit member shall choose to receive salary due in one lump sum at the next scheduled pay day following the last day of service or to receive the salary due on regular pay dates until such salary due has been paid.

H. Participation of unit members in extra-curricular activities will be strictly voluntary and they will be compensated for all such participation in accordance with the provisions of Appendix D of this contract.

H. Placement on the Salary Schedule

1. The Board agrees to hire into the unit only persons holding a valid provisional teaching certificate/license, or higher, issued by the Ohio Department of Education for every regular teaching assignment.

2. Unit members with previous teaching experience in the Buckeye Local School District shall, upon returning to the District, receive full credit on the salary schedule (Appendix C) for all Buckeye teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps or VISTA work. Unit members hired in retirement will be paid in accordance with Article 1.013.

3. Substitute teachers, except casual substitutes, who are employed by and work for, and/or are on approved leave of absence by, the Board for at least one hundred twenty (120) days of at least three and one-half (3 ½) clock hours each in any one (1) school year shall be credited with one (1) year of service.

4. Tutors who are employed by and work for, and/or are on approved leave of absence by, the Board for at least one hundred twenty (120) days in any one (1) school year shall be credited with one (1) year of service.

3.02 Substituting

At the beginning of each semester, members will be given the opportunity to add or remove their

name from a volunteer internal substitute list. Before members are requested during their prep/planning period to substitute, the District will first offer the substitute work to an external substitute then pull members from a duty period. When offered and a unit member accepts the responsibilities of another during the unit member's planning time, such unit member shall be paid at the hourly rate of $30.00. The minimum payment shall be for one hour.

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

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

3.03 Severance Pay

A. All unit members with at least five (5) years of continuous service in this District who retire as per STRS requirements from active service in the District will, upon filing of the proper applications with the Treasurer, be granted severance pay. Notification of retirement must be made in writing to the Superintendent sixty (60) days prior to retirement.

B. Severance pay will be based upon the daily rate of pay as determined from the individual's basic contract, exclusive of all supplemental contracts and allowances in effect at the time of retirement.

C. One quarter (1/4) of all accumulated sick leave days, up to a maximum number of 360 sick leave days, will be used in calculations of severance pay. Continuous service shall not be breached by casual absence, Board approved leaves of absence, nor time on the reduction-in-force list.

D. Disability retirement does not make a unit member eligible for severance pay until his/her status is changed to regular service retirement as per STRS.

E. Payment of such amounts will be made through a Section 403(b) Plan which shall be in lieu of payment of such amounts directly to the retiring employee; and no retiring employee shall have the option of receiving payment of such amounts directly in cash. The Insurance Committee shall be involved in the selection of the vendor for the Section 403(b) Plan but shall not have any other input.

F. All contributions to the Section 403(b) Plan, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

G . The unit member shall receive severance pay in one lump sum during the second payroll of January immediately following receipt of his/her first retirement check from STRS.

H. If a unit member who is eligible for service retirement has given notice to the Board of his/her intent to retire, and has applied to STRS for service retirement but dies before receiving his/her first STRS retirement check or the severance payment, the severance payment to which s/he would otherwise be entitled under this section shall be made to his/her beneficiary as named on his/her term life insurance policy with the District.

3.04 Car Allowance

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

3.05 Attendance Incentive

The attendance incentive is outlined below. When a member misses less than five and one quarter (5.25) days during a school year they will receive an attendance incentive.

1 day or less missed	=	$1000
1.25 - 2 days missed	=	$800
2.25 - 3 days missed	=	$600
3.25 - 4 days missed	=	$400
4.25 - 5 days missed	=	$200
5.25 or more days missed	=	$0

All members shall receive a notice in May of their record of attendance and the incentive they are eligible to receive. Each member shall schedule a face-to-face meeting with his/her principal to get the Principal's signature. The Principal shall be responsible for submitting the form to the Treasurer's office for payment. Failure to meet facet-to-face with the Principal prior to or during check-out shall cause the member to forfeit any incentive for which he/she is eligible.

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

3.06 Curriculum Rate of Pay

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

compensated per Board Administrative Guidelines 2412 at the current IRS rate and pay for home instructors will not be included in the annual district allotment of $2,500.

ARTICLE IV
INSURANCE PROVISIONS

4.01 Insurance Coverage

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

4.02 Hospitalization / Surgical / Major Medical

A. The Board shall provide comprehensive major medical insurance coverage for each unit member employed full-time, and his/her family, which meets or exceeds the specifications set forth in Appendix U.

B. A unit member who experiences a qualifying life event may change his/her coverage subject to COBRA regulations.

4.03 Prescription Drug Purchasing Plan

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

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

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

4.04 Dental Insurance

A. The Board shall provide family dental insurance protection for each member of the unit, which is equal to, or exceed the specifications set forth in Appendix U.

4.05 Vision Insurance

A. The Board shall provide family vision insurance protection for each member of the unit,

which is equal to, or exceed the specifications set forth in Appendix U

4.06 Term Life Insurance

A. The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance plus an equal amount of accidental death and dismemberment coverage for each unit member in the amount of fifty thousand dollars ($50,000).

B. The Board shall allow individual unit members to purchase additional amounts of coverage through payroll deduction, provided the number of unit members electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

C. Unit members have the option to convert the existing term amount to an individual plan thirty-one (31) days after termination of employment (for any reason) from the Buckeye Local Schools at their then attained age with "no medical exam."

4.07 Board / Employee Costs

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

Fiscal Year	Single	Family
2024-27	83.5%	81%

4.08 Procedure for Change in Carrier(s)

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

A. Representatives of the Association shall have the right and adequate time to investigate any carrier being considered by the Board and the right to raise questions and/or concerns regarding a prospective carrier.

B. Should a new carrier be selected by the Board to provide the hospital, surgical, major medical, dental and/or life insurance coverage, there shall be no diminution of coverage, benefits and/or service levels as a result of the change of carrier.

C. The Association President shall be provided and updated with all documents pertaining to insurance coverage provided by the Board under this Article.

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

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

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

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

4.10 Insurance Committee

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

4.11 IRS 125 Plan

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

ARTICLE V
LEAVE PROVISIONS

5.01 Sick Leave

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

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

B. Unit members employed less than full-time shall have sick leave credited and deducted at a proportionate rate based on their less than full-time employment as set forth in their contract of employment as such employment bears to full-time employment.

C. When a member has exhausted their accumulated sick leave, the District may advance up to five (5) days of sick leave A total of five (5) days can be advanced over the length of the Member's tenure.

D. If the District suspects abuse of sick leave, an investigation will be conducted.

E. Sick leave with pay may be used for the following reasons:

1. For absence of the unit member due to personal illness, pregnancy, injury, preventative health maintenance,[5] or exposure to contagious disease which could be communicated to others; and

2. For absence of the unit member due to illness, injury, or death to a member of the immediate family.

3. Immediate family shall be defined as: spouse, mother, father, grandmother, grandfather, grandchild, any of these of the unit member's spouse; sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law,[6] legal guardian, foster or step parents; and anyone who clearly stands in the same relationship with the unit member as any of those specified in this definition.

4. For absence of the unit member due to illness of other persons, upon the prior approval of the Superintendent.

F. The Association and the Board encourage all unit members to schedule, whenever possible, routine medical and dental appointments outside the work-day.

G. Sick leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the unit member's assigned workday.

H. After five (5) consecutive days of sick leave usage, an explanation will be required from the unit member upon request by the District. Misuse of sick leave and/or the filing of a false sick leave request is subject to the disciplinary procedures of this Agreement. Inadvertent errors made in the filing a sick leave form shall not result in disciplinary action, the first time. After a total of thirty (30) days of absences used over two consecutive years, the member may be requested to provide documentation for the use of sick leave for each absence during the third consecutive year (excluding FMLA situations).

5.011 Catastrophic Sick Leave Bank

A. Purpose

The purpose of the Catastrophic Sick Leave Bank is to assure a bargaining unit member that he/she will be covered for an additional thirty (30) days of sick leave after his/her sick days have been exhausted due to catastrophic medical circumstances.

B. Eligibility

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

C. Use of Time Bank

1. In the event that a bargaining unit member experiences a catastrophic illness or injury and exhausts his/her sick leave, he/she or a representative, may petition in writing to the Catastrophic Sick Leave Bank Committee his/her request to borrow from the bank. The request shall state the reason for the need to receive sick leave from the bank and the number of days needed.

2. The Catastrophic Sick Leave Bank Committee shall have a hearing to determine the eligibility of the individual applying for the program. The Committee shall have the authority to approve or disapprove the request. The decision of the Committee is final and binding.

3. The Committee shall require the member to provide medical evidence of the condition for which he/she is seeking bank days.

4. Any member drawing time from the Catastrophic Sick Leave Bank may be required by the Committee to periodically furnish them with additional information or physician's statements during the time the member is off.

5. The length of time available to any one member through the Catastrophic Sick Leave Bank is thirty (30) days during the fiscal year – July 1 through June 30- to a maximum of 60 days per contract.

6. Additional qualifications may be imposed by agreement of the BLEA and the Board of Education.

7. The employee will cover insurance when family leave runs out (maximum 12 weeks per year as specified by Federal Law).

8. Preventative health maintenance shall mean those visits to a licensed medical provider to prevent illness or disease.

9. "Grandchild," "Sister-in-Law," "Daughter-in-Law," and "Son-in-Law" have been added to the definition of immediate family. They are in effect for the duration of this contract. Upon expiration of this contract, they will cease to be included as part of the immediate family. If they are to be included subsequent to the expiration of this contract, it will be by mutual agreement of the Board

of Education and the BLEA. The reason for this is to allow the district to assess the effect of it on the usage of sick leave. To facilitate this assessment, sick leave usage under the expanded definition of immediate family will be tracked.

D. Donations to the Sick Leave Bank

1. The number of sick leave days that any individual can deposit in the bank for each request shall be 10 days. The maximum number of days that can be deposited in the bank for any request shall not exceed the number of days requested.

2. Those making deposits in the Catastrophic Sick Leave Bank shall, at the time of deposit, have his/her sick leave accumulation reduced by the number of days deposited.

3. If the request is approved and accepted, the need for sick leave deposits shall be announced, and the deposit form shall be distributed to all bargaining unit members. Those wishing to deposit sick days in the Bank shall complete the authorization form and return it to the Committee who shall record the days and give a copy to the District's Treasurer.

E. Catastrophic Sick Leave Bank Administration

1. The Catastrophic Sick Leave Bank shall be maintained and administered by a Catastrophic Sick Leave Bank Committee and the Administration.

2. The Committee to determine the eligibility of the individual applying to the program shall include the following:

   a. One (1) member appointed by the BLEA President

   b. The BLEA President or his/her designee

   c. Two (2) representatives from the Administration, appointed by the Superintendent

   d. The Building Rep of the affected employee approval or denial requires a majority vote.

3. The Catastrophic Sick Leave Committee shall keep the following records:

   a. Signed forms showing the names of the individuals requesting days from the Bank, the number of days requested, the reason for the request, and evidence of need.

b. Copies of letters of acceptance or rejection

c. Signed forms showing the names of those who contributed to the Bank, the date on which contribution forms were received and the number of days contributed. Forms showing the number of contributed days used and the individuals from whose accumulated sick leave days were taken.

4. A unit member who receives time from the Catastrophic Sick Leave Bank is expected to reciprocate when asked to contribute for another member.

5. The BLEA agrees to indemnify and hold harmless the Board of Education against any and all claims by unit members, their families or representative that there has been an illegal or improper application of the Catastrophic Sick Leave Bank. The defense against such claims and resolution thereof shall be the responsibility of BLEA.

G. Catastrophic Sick Leave Guidelines

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

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

5.02 Personal Leave

A. Paid Personal Leave

Each full-time unit member shall be entitled to three (3) days per year of paid personal leave, which shall be unrestricted as to use[6]. These days of absence shall not be deducted from any other leave. Each less than full-time unit member will be allowed a proportional number of personal leave days per year without loss of pay. Personal leave shall be taken in increments of one-quarter (1/4) day or more, based on any time missed from the unit member's assigned workday.

The unit member shall inform his/her building principal or immediate supervisor of his/her intention to use a personal leave day or days at least five (5) school days before taking such leave,

[6] The Board recommends that personal leave should only be used to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day.

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

Personal leave shall not be used before or after a holiday or break, during the first or last weeks of school, or anytime during the first or last month of school and for no more than two (2) consecutive days. If the scheduling of business or affairs for which personal leave is taken is not within the control of the unit member, these restrictions shall not apply.

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

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

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

B. Unpaid Personal Leave

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

5.03 Assault Leave

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

A. Assault leave may be granted up to one hundred and eighty four (184) school days. Additional days may also be granted at the discretion of the Superintendent who may request an examination by a physician of the Board's choice.

B. The unit member is required to make a formal application on prescribed forms requesting

assault leave.

1. The unit member is required to make a formal application on the assault leave form (Appendix F) requesting assault leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties.

2. The application must also include medical certification from a licensed physician stating the nature of the disability and its duration. The Superintendent may request additional information from the unit member to substantiate the need for and duration of the leave.

3. Both 1. and 2. must be on file before approval of the leave is given by the Superintendent.

4. The application must be filed with the Superintendent within fifteen (15) school days of the alleged assault.

5. The fifteen (15) day requirement in 4. may be extended by the Superintendent.

6. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.

C. Superintendent shall approve or disapprove the assault leave request in writing on the application form. A copy shall be forwarded to the applicant.

D. Upon approval of the leave, all charges against sick leave or statements of unexcused absence shall be removed.

E. In cases where assault does not result in a physical disability, the assault leave privileges cited above may be granted.

F. In In cases of rape or attempted rape on school property, at a school function or by school related personnel, assault leave shall be granted.

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

H. The unit member has the right to file for Worker's Compensation.

5.04 Sabbatical Leave

A. Upon presentation to the Superintendent of a plan for professional growth, sabbatical leave may be granted by the Board to a unit member for a period not longer than one (1)

school year pursuant to Section 3319.131 of the Ohio Revised Code.

B. A unit member on sabbatical leave may receive part pay as defined by Section 3319.131.

C. Requests for sabbatical leave must be received by the Superintendent, in writing, not later than April 15th of the school year preceding the school year for which the sabbatical leave is requested. The Superintendent shall act on all such requests by April 30th.

D. The period of sabbatical leave shall be counted as teaching experience in making salary adjustments if, at the conclusion of such leave, the unit member provides satisfactory evidence that the plan has been followed and completed.

E A unit member who completes a plan for professional growth under this Article shall, upon return to the District, be reinstated to the same position held prior to the leave or, if such position is no longer available, to a substantially equivalent position for which valid certification/license is held.

F. A unit member given leave under this section may be required to return to the District at the end of such leave for a period of one (1) year, or repay the full amount of pay received from the Board for said leave.

5.05 Jury/Hearing Leave

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

5.06 Maternity / Adoption / Child Care Leave

A. Maternity Leave

1. A pregnant unit member shall be granted, upon written request, unpaid maternity leave. The effective dates of such leave shall be as determined by the unit member and her physician. The unit member shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when such notice cannot be given because complications in her pregnancy require her to begin leave within the thirty (30) days. In such an event, the Superintendent shall be notified as soon as possible of the starting date of the leave.

2. A pregnant unit member may use, upon written request, some or all accumulated sick leave while pregnant and up to six (6) weeks after termination of the pregnancy. Maternity leave will terminate six (6) weeks from the date of delivery unless the unit member is ill or incapacitated in which case she may elect to continue on sick leave.

3. Upon return to service following maternity leave, the unit member shall resume the position and employment status held at the time the leave began, except as otherwise

provided in this Master Agreement. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and used professional leave days equals at least one hundred twenty (120) days.

4. A unit member on maternity leave shall be maintained at Board expense on all insurance programs during the time the unit member is also on sick leave. The unit member on unpaid maternity leave shall be maintained on all insurances for which she makes a written request and advance monthly payments of premiums to the Treasurer. The Treasurer shall inform the unit member of the premium due dates.

B. Adoption Leave

1. Any unit member shall be granted, upon written request, leave for the purpose of receiving an adopted child providing s/he is the adoptive parent.

2. Adoption leave shall be for up to four (4) weeks without pay. By the end of the third week of leave, the unit member must notify the Superintendent of his/her intent regarding child care leave.

3. Request for adoption leave shall be made to the Superintendent in writing as far in advance as possible of the expected arrival date.

4. Upon return to service following adoption leave, the unit member shall resume the position and employment status held at the time the leave began. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days, and professional leave days totals one hundred twenty (120) days.

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

C. Child Care Leave

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

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

7. The unit member shall notify the Superintendent in writing at least thirty (30) days in advance of the beginning date of the leave. Those desiring to take extended leave as per C. 1. above shall make the request at least thirty (30) days in advance. In emergency situations, the thirty (30) days shall be shortened per Superintendent's approval.

8. Upon return to service following a one (1) year child care leave, the unit member shall resume the position and employment status held at the time the leave began. Upon return to service following a two (2) year child care leave, the unit member shall be assigned a position in the same building within the member's certification. Such return shall include advancement on the salary schedule for each school year in which the combined total of in-service days, days taught, used sick leave days, used personal leave days and used professional leave days totals at least one hundred twenty (120) days.

9. The unit member on child-care leave shall be maintained on all insurances for which a written request and advance monthly payments are made to the Treasurer. The Treasurer shall inform the unit member of the premium due dates.

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

5.07 Association Business Leave

Members of the Association who are delegates or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers or the AFL-CIO, shall be granted a total of twelve (12) days leave, with full pay, to attend such functions. However, the Association shall reimburse the Board for the full cost of substitutes for those members in excess of the first six (6) who are absent for this purpose. The Board will not be responsible for the cost of food, lodging, transportation or any fees connected with the meetings.

5.08 Military Leave

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

5.09 General Leave

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

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

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

5.10 Professional Meetings

Both the Board and the Association recognize the desirability for unit members to develop and maintain a program of professional growth. Unit members who wish, as part of their professional growth, to attend workshops, conferences, or other professional programs in their area(s) of certification/licensure, but not any such program for which credit hours are earned, shall make a request for approval to attend such meeting. The request is to be made to the building principal by submitting the professional request form. The administrator shall authorize unit members to attend based on the date of the request, availability of funds, the need for an individual's development, and/or the development of the school's curriculum. However, no unit member shall be given approval more than once so long as there is another unit member whose application for such attendance has not yet been approved. The unit member may change the request for attendance at any time. A unit member who attends such a meeting shall receive regular salary and the Board shall reimburse him/her for fees, meals, lodging and transportation based on a procedure developed between the principal and staff of each building which shall be consistent with the availability of funds.

5.11 School Closures

When school is canceled due to adverse weather conditions, law enforcement emergencies, damage to a school building, utility failure, inoperability of school buses or other equipment needed for school operations, or students and staff are otherwise ordered by the District Superintendent not to report for instruction (collectively "calamity days"), unit members shall not be required to be in attendance, but shall be paid for such days as though they had actually worked. When school is canceled due to a calamity day, students who are enrolled in the Virtual Learning

Academy also get a calamity day. When the number of hours missed due to a calamity day exceeds the equivalent of five (5) school days, remote learning shall occur with the Superintendent providing advance notice for transition to remote learning, with such remote learning to be asynchronous. When make-up days are needed, unit members and students are required to work/attend on scheduled make-up days in order to complete a legal school year, but unit members shall not be eligible for additional compensation for working on the make-up days.

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

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

5.12 Family and Medical Leave

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

5.13 Notice of Intent to Return from Leave

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

B. Failure to return to duty on the scheduled date shall be cause for the Board to consider the position abandoned and the unit member shall lose the right to return to duty.

C. Both notices described in this Section 5.13 shall include the words of Section 5.13 B.

5.14 Bereavement Leave

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

5.15 Request for Long-Term Leave

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

ARTICLE VI
ASSIGNMENT, TRANSFER AND PROMOTION

6.01 Assignment

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

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

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

C. Generally, changes in a unit member's position occurs between the end of the school year and June 30th for the ensuing year. When such change occurs, the unit member will be notified on or before June 30th. When the change occurs after June 30th or during the school year, the unit member will be notified as soon as possible.

D. In order to assure that pupils are taught by unit members working within their areas of competence, unit members will not be assigned outside the scope of their teaching certification/licensure. When no properly certificated/licensed unit member can be found, a current unit member who volunteers may teach in an area outside his/her areas of certification/licensure if s/he agrees to get a temporary certificate/license approved by the Ohio Department of Education.

E. Schedules of unit members who are assigned to more than one (1) school building will be arranged so that no such individual will be required to engage in an unreasonable amount of inter school travel. Such unit members shall be notified of any changes in their schedules as soon as is practical.

6.02 Voluntary Transfer

A. Unit members may request transfers at any time.

B. All requests shall be made to the Superintendent on the District's Intent Form (Appendix G).

C. If a unit member or members in a building request transfer to a specific vacancy (as defined in Article 6.021) in that building, the unit member or members with the most seniority shall be given the position, provided the requesting member has been teaching with the District for five (5) years and has obtained either a final summative rating of "Skilled" or "Accomplished" on his/her most recent final summative evaluation. The member must hold the appropriate licensure/credential for the vacancy as posted. Seniority shall be in accordance with Article VII, Reduction in Force. For purposes of this paragraph only, "building" means the following grade level groupings: Pre-K – 3, 4 – 6, 7 – 8, and 9 – 12.

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

If three (3) or more members within the District apply for the vacancy, the building designation for voluntary transfer purposes will be pre-K-6, 7-8, and 9-12. Candidates must hold the appropriate licensure/credentials for the vacancy as posted. Additionally,

the principal will interview BLEA members to determine the best candidate for the position utilizing a rubric developed collaboratively with BLEA leadership. After the interview process is complete, the principal will conduct face-to-face conversations with the candidates (if the most senior candidate is not chosen) to provide rationale for the choice.

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

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

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

6.021 Vacancy & Long Term Leave Vacancy

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

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

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

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

A. During the regular school year, the notice shall be posted on the bulletin board in the teachers' lounge.
B. During the period between school years and vacation periods, the Board shall post a vacant or new position by sending such posting to each unit member by District email, through a "Buckeye Broadcast," and posting it on the District Website.

C. The posted vacancy shall include the job description.

D. Whenever a vacancy occurs or a new position is created, the Board shall do the following in the order listed:

1. All unit members who wish to voluntarily transfer shall be given the position in accordance with Section 6.02.

2. All unit members whose names are on the recall list under "Reduction In Force" shall be called back.

3. The Board may leave the position vacant as per Article VII, Reduction In Force.

4. The Board may hire new staff.

5. The Board may use the Involuntary Transfer procedure.

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

E. Upon request of the Superintendent and concurrence of the BLEA President, when filling a vacancy or vacancies within a building that will likely result in movement by several members, posting and filling of vacancies may be accomplished utilizing a "round robin" or arena scheduling format with all interested members within the building invited to bid on the vacancy/vacancies and subsequent openings which occur after filling the initial vacancy/vacancies.

F. In addition to positions for which a bargaining unit member is on an approved leave, long-term substitutes may be employed for vacancies arising after August 1st. If filled by a long-term substitute, the position must be posted, in accordance with the above procedure, for the following contract year.

6.03 Involuntary Transfer

A. No vacancy will be filled by means of an involuntary transfer if there is a qualified volunteer available to fill said position. For purposes of this paragraph only, "qualified" means a member who has received a final summative rating of "Skilled" or "Accomplished" on his/her most recent final summative evaluation.

B. Notice of an involuntary transfer will be given to unit members affected as soon as possible, and except in cases of emergency, not later than June 30th.

C. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent, at which time the unit member will be notified of the reason. Any unit member involuntarily transferred shall receive written notification of the involuntary transfer.

D. A unit member being involuntarily transferred will be placed only in an equivalent

position, i.e., one that, among other things, involves no reduction in rank or in total compensation and no impairment of tenure.

E. A unit member being transferred may choose to resign. If the resignation occurs after the 10th day of July the Superintendent is obligated to report the late resignation to the Office of Professional Conduct,

6.04 Promotions

A. Promotional positions are defined as follows:

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

B. When a vacancy occurs or there is knowledge that a vacancy will occur, the Superintendent shall cause to have a notice of such vacancy posted in each building (except in summer when unit members will be notified via email or the Buckeye All Call system). Reply must be made within ten (10) days of posted notice.

C. In the aforementioned notice, the qualifications for the position and its duties will be clearly set forth.

D. No vacancy in a promotional position will be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration shall be given to qualified unit members already employed by the Board. When all factors are substantially equal, length of service in the District will be the deciding factor. Appointments shall be made not sooner than five (5) days after the notice required by Section B. above is posted or mailed. A notice will be given to the Association indicating which positions have been filled and by whom.

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

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

ARTICLE VII
REDUCTION IN STAFF

7.01 Reasons for Reduction in Staff

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

A. Suspension of schools, territorial changes affecting the district, or financial reasons.

B. Decreased enrollment of pupils

C. Return to duty of a unit member after a leave of absence.

7.02 Reduction in Staff

A. When a reduction in the teaching staff is necessary, the Board, upon recommendation of the Superintendent, shall determine the number of positions to be affected, in whole or in part, and the effective date of the reductions.

B. The Association shall be notified sixty (60) days prior to a reduction in force. This means sixty (60) days before the first day of absence from duty for any unit member due to a suspension of contract. Such notice shall be in writing. The Board shall, if requested to do so within five (5) working days, enter into discussion with the Association over the need for and impact of the reduction in force. Within five (5) days of the request by the Association, a meeting shall be set between the Board and the Association unless such date is mutually extended.

7.03 Suspension of Contracts

Reduction will be made by suspension of contracts for unit members in each affected teaching area. Suspension of contracts shall mean that the unit member is placed in an inactive state of employment, in whole or in part. In circumstances when a contract is wholly suspended, the unit member shall not receive pay or benefits[7] at Board expense or have any other rights or association with the District other than those that may exist in this Agreement or by law.

7.04 Teaching Areas

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

7.05 Seniority

A. Placement

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

All unit members will be placed on a seniority list for each teaching area for which they are properly certificated/licensed and qualified. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

B. Seniority List

The seniority list shall be maintained and edited when members are hired or provide new licensure documentation by the Superintendent's secretary. Annually the Superintendent's secretary and the Union Secretary shall review and make edits or updates to the seniority list prior to the first Monday in October. After this review, the list shall be forwarded to the membership for verification. Each member is responsible for checking and verifying, within thirty (30) calendar days from the date of distribution, that the information contained within the seniority list is accurate and has up-to-date licensure information.

C. System Seniority

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

1. Board approved unpaid leaves of absence shall not disrupt continuity of seniority but time spent on such leave shall not count toward seniority. Unit members shall accrue seniority while on paid leave.

2. The suspension of a contract under the provisions of "Reduction In Force" shall not disrupt continuity of seniority but such time shall not count toward seniority.

3. Effective December 8, 2020, when two (2) or more unit members are hired at the same board meeting with the same licensure/certification, seniority will be determined as soon as physically possible. The member with the lowest last two digits of her/his social security number shall be the most senior. If a tie still exists, the member which has the earlier birthday in the year shall be the most senior.

4. All previous tie breakers shall stand as is.

D. Retention

1. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

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

3319.111 and 3319.112.

E. Order of Reduction

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

    a. Final Summative Evaluation ratings (with lowest rating reduced first, etc.)

    b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

    a. Final Summative Evaluation ratings (with the lowest rating reduced first, etc.).
    b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

F. Displacement

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

G. Non-OTES teachers

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

H. Teachers whose continuing contracts or limited contracts are suspended shall

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

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

1. No new teacher will be employed by the Board while there is a teacher on the recall list who is certificated/licensed and qualified for a vacancy or new position.

2. If a vacancy occurs or a new position is created, the Board will send a certified notice to the last known address of all unit members on the recall list. It is the unit member's responsibility to keep the Board informed of his/her current address, an address to use when the unit member is not at his/her current address, a telephone number at which he/she can be reached, and the name, address and phone number of a person(s) who has the authority to respond in the unit member's absence. When the unit member provides such address and/or phone number, the Board shall, in addition to sending the notice of vacancy by certified mail, contact the unit member by phone. Unit members holding proper certification/licensure who want to fill the vacancy or new position must respond within fourteen (14) days of the postmark on the envelope of the certified mail containing the notice. Such response must be by certified mail, or if a response was made by phone within the fourteen (14) days. Unit members eligible for the vacancy or new position who do not respond to the notice or who decline the position shall remain on the recall list. This shall not cause the time on the recall list to increase from the two (2) years for limited contract unit members.

3. All benefits to which a unit member was entitled at the time of the contract suspension shall be restored as of the effective date of recall. These benefits shall include all seniority and sick leave accumulation. And, the unit member shall be placed at the proper step of the salary schedule.

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

4. A seniority and recall list shall be prepared and kept current by the Board. Any member of the bargaining unit may see the current seniority list and recall list at any time. Adjustments to these lists shall be made as changes occur.

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

ARTICLE VIII
WORK HOURS AND WORK LOAD

Work Year

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

A. Not to exceed one hundred seventy-eight (178) days for instruction, and two (2) credited days for four (4) conference nights, totaling one hundred eighty (180) teacher days.;

B. Beginning of the school year: one (1) in-service day and one (1) work-day;

C. End of first semester: one-half (1/2) in-service day and one-half (1/2) work-day;

D. The last day of the school year for teachers shall be one-half (1/2) work-day. All end-of-the-year reports must be complete;

E. One-half (1/2) workday for open-house. Announcement of the date of the open house shall be made on May 25th of each year. All unit members must attend open house;

F. Two (2) release days each quarter for Intervention Specialists to complete necessary IEP, ETR and Progress Reports. Release days may be taken in one-half (1/2) or full day increments. Intervention Specialists in co-teaching classrooms will collaborate with the regular education teacher when scheduling time to be out of the classroom. No substitute teacher will be provided during release time for co-teachers. Intervention Specialists in self-contained classrooms shall collaborate with other self-contained Intervention Specialists when scheduling a half (1/2) release day for the purpose of scheduling a substitute.

G. The District Leadership Team (DLT) shall provide direction for meaningful professional development opportunities based on current District initiatives and State Mandates for teachers during the regular contractual workday. The DLT will be informed of needs to aid in communication with Building Leadership Teams (BLT) and Teacher Based Teams (TBT). Such professional development opportunities shall be made available during two (2) hour late starts for no more than seven (7) sessions. Late start days shall be designated on the school calendar. Teachers will be provided with two (2) dedicated blocks of forty-five (45) minutes to address specific job related mandates such as Public School Works, OTES, etc., one (1) during the first in-service day and one (1) during the first two (2) hour late start of the year. Reasonable efforts will be made to ensure that Public School Works responsibilities are available for teacher compliance in advance of the first in-service day.

H. Teachers shall enter grades or student feedback into the District approved electronic grade book at least every three (3) weeks. Understanding this electronic gradebook is the teacher's primary communication tool with parents and students, teachers will maintain a sufficient amount of grades and/or comments, including large project progress reports, so parents and students are supplied with adequate and timely information related to student progress. Grade period reports shall be submitted before the student school day begins on the Wednesday immediately following the end of the grading period they represent except the fourth quarter when grades for junior high and high school teachers are due by the end of the teachers' last workday. In addition, teachers shall participate in dialogue with parents about student grades and activities when there is communication initiated by parents.

8.01 School Calendar

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

8.02 Association Unit Work

A. With the approval of the Superintendent, the Association President and/or Grievance Chairperson may be released from duty for the time required to work on a problem common to the administration and unit members.

B. The instructional responsibilities of the BLEA President and Grievance Chair shall consist solely of a regular teaching assignment, and a Planning Period. They shall not be assigned any non-instructional duties (i.e. hall duty, bathroom duty, lunch room duty, before and after student instructional day duties, etc.). Additionally, the BLEA President and Grievance Chair shall be assigned a daily forty (40) minimum continuous minutes non-instructional period. All such non- instructional time is for the purpose of attending to Association Business during which the BLEA President and Grievance Chair are permitted to leave their assigned building.

8.03 Work Day

A. All unit members may be assigned appropriate starting and dismissal times, provided that their work day shall be no longer than seven and one-quarter (7 1/4) consecutive hours, including the thirty (30) minute duty free lunch period guaranteed to them under O.R.C. 3319.072. The last fifteen (15) minutes of the school day in each building shall be unassigned time for each unit member to use as s/he determines. The principal of each building may schedule meetings once per week during this time to address routine matters. Additional meetings called by principals are covered in Section 8.06. No unit member shall be required to report for duty earlier than 7:15 AM nor remain on duty later than

3:45 PM except as defined in this Article. The length of the assigned workday shall be substantially equivalent for all unit members. This item A. may change in case of emergency.

B. There shall be at least one (1) fifteen (15) minute recess period per day in grades 1-3.

C. The workday of each unit member employed as a junior high school teacher shall consist of not more than six (6) teaching periods, one (1) duty period (exclusive of homeroom) and one (1) preparation period.

D. The workday of each unit member employed as a high school teacher shall consist of not more than six (6) teaching periods (exclusive of homeroom) and one (1) preparation period.

E. Secondary school teachers will not be required to teach more than two (2) subject areas (e.g., social studies, science), nor have more than four (4) teaching preparations at any one time.

F. Elementary teachers in art, music, and physical education shall not be assigned to teach more than six (6) classes per day.

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

8.04 Preparation Time

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

A. Elementary School — Forty (40) consecutive minutes

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

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

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

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

8.05 Meetings with Parents / Students / Principal

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

8.06 Meetings Called by Administrators

A. In addition to the above-mentioned individual conferences, building principals may call a staff meeting as needed, provided all unit members affected are given at least five (5) days notice of such meeting (except in the case of an emergency). Only one such meeting will occur in a month, except in the case of an emergency. These may be used as instructional meetings for teachers. Additional meetings called by principals are covered in section 8.03.

B. Unit members will not be required to be available for more than one (1) hour before or after the normal scheduled students' school day to attend the above meetings.

8.07 Duties Outside the Work Day/Year

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

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

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

ARTICLE IX
WORKING CONDITIONS

9.01 Class Size

A. The master schedule/class list for each ensuing school year shall be posted as soon as practical. An interim master schedule shall be posted by June 1st in all school buildings. An interim class list will be available at the High School, upon request, by June 15th.

B. Class size shall not exceed limits established by applicable state or federal standards. The number of students per teacher in a regular education program (excluding music, band, choir, physical education and drama classes) shall be as follows, and will be based on the annually established permanent roster:

K-3: 25 students per classroom
4-6: 28 students per classroom
Junior High: 150 students per semester
Senior High:150 students per semester

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

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

C. The Superintendent may cause these class size limits to be increased, but the teacher must be granted the following for the duration of the increased class size:

1. The teacher shall be compensated $750 per semester per student over the class size limit outlined in 9.01 (B), prorated on the length of time assigned into the classroom.

   In the primary grades, the Superintendent has the discretion to either pay the teacher $750 per semester per student or add a teacher's aide to the classroom.

2. The teacher shall submit the appropriate overage form to the building principal within ten (10) days of the first overage, each semester.

9.02 Instructional Materials and Supplies

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

9.03 Transporting Students

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

9.04 Staff / Management Relations

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

A. At the written request of the Superintendent or Association President, the Superintendent and a committee of no more than three (3) members of the Association shall meet to discuss matters of concern to either party. Each request shall include a list of the matters to be discussed. The Superintendent may invite additional administrators if they, their building or rules are the subject of discussion.

B. At the written request of the building principal or Association building representative, a committee of no more than three (3) members of the Association shall meet to discuss matters of concern to either party. Each request shall include a list of the matters to be discussed.

C. These meetings shall be scheduled in advance by those who are to attend and shall be held outside the teacher work day.

9.05 Drug Free Work Place

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

9.06 Student Misconduct

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

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

9.07 Early Bird/Night Owl Classes

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

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

   Example #1: 1 class per day X 5 days per week = 178 days X $25.00 = $4,450. Example #2: 2 class periods per day X 1 day per week = 54 days X $25.00 = $1,350.00.

B. Teachers who teach Early Bird/Night Owl Classes as part of their full schedule (six (6) classes at the high school or junior high school) shall have flexibility in their starting and ending times. These teachers shall have priority in being selected to teach Early Bird/Night Owl Classes.

C. In order to initiate an Early Bird/Night Owl class, there shall be a minimum of twelve (12) students.

D. Early Bird/Night Owl Classes may be offered at all levels (high school, junior high school, and elementary school).

E. Teachers will be compensated for Early Bird/Night Owl Classes as a non-renewable supplemental contract.

ARTICLE X
INDIVIDUAL RIGHTS

10.01 Individual Employment Contracts

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

A. Limited Contracts

Limited contracts and all renewals of limited contracts shall be for one (1) year. This provision shall remain in effect unless the unit member becomes eligible for a continuing contract. An eligible unit member who is not granted a continuing contract shall be allowed to fulfill the remainder of his/her limited contract unless terminated under O.R.C. 3319.16.

B. Continuing Contracts

Continuing contracts shall be issued to all eligible unit members pursuant to the Ohio Revised Code. However, teachers eligible for continuing contract status shall be required to submit to the Central Administrative Offices a "Request for Change in Contract Status Form" by March 30th in order to be eligible to be considered by the Board for a continuing

contract. (Appendix V). The Board and the BLEA intend for this additional requirement to supersede the provisions of O.R.C. §§3319.08 and 3319.11 pertaining to the eligibility of teachers for continuing contracts.

1. To be eligible for a continuing contract, a unit member must have at least three (3) of the last five (5) years of teaching service in the Buckeye Local School District and meet the following requirements:

    a. Hold a Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior January1, 2011, in accordance with Ohio Revised Code 3319.22; or

        i. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. (It shall be the responsibility of the unit member to provide documentation to the Superintendent by March 30th that he/she has completed the thirty (30) semester hours of coursework); or

        ii. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license. (It shall be the responsibility of the unit member to provide documentation to the Superintendent by April 1st that he/she has completed the six (6) semester hours of graduate coursework); or

        iii. Hold a senior professional educator license or a lead professional educator license issued under the licensure provisions of the Ohio Revised Code.

    b. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

        i. Holds a professional, senior professional or lead professional license;

        ii. Has held an educator's license for at least seven (7) years; and

        iii. Has completed either of the following:

            (a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator

license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt; or

(b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

2. Unit members who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two (2) year period in the Buckeye Local School District. It shall be the responsibility of the unit member to provide documentation (such as a copy of board minutes or the previous continuing contract) to the Superintendent by March 30th that he/she obtained a continuing contract under the law in a previous school district.

3. Certificates/Licenses Unit members shall notify the Superintendent/designee as soon as any new certificate/license is received by the individual. To be eligible for consideration for a continuing contract, a unit member must have applied for his/her appropriate certificate/license by March 30th. It shall be the responsibility of each unit member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the Superintendent/designee.

C. Procedure for Salary Advancement and Continuing Contract

1. BEFORE taking any coursework for salary advancement, teachers must complete the "Coursework Approval Form." Form may be found on the "Staff" page of the district website.

   a. If completing a Master's program or Doctoral degree, teachers must indicate as such on form and complete one (1) form for the entire program.

   b. If not completing a Master's program or Doctoral degree, teachers must complete a form for each course.

2. Superintendent (or designee) approves that the coursework/degree are related to and appropriate for teaching assignment or potential movements within a teaching field, such as a Science teacher taking Math coursework to become licensed in both fields; or a teacher completing administrative coursework for potential administrative opportunities.

a. Appeals to decisions will follow the BLEA negotiated agreement process for forming a committee to review as outlined in 3.01 c.

3. The Superintendent (or designee) makes a copy of approval documents and will forward them to the Treasurer's Office. Original is returned to the teacher to be submitted with final paperwork once courses are completed.

4. Once coursework is complete for an appropriate step as outlined in Section 3.01 of this Agreement and Appendix C ("Salary Schedule") or continuing contract as outlined in Section 10.01 of this Agreement, the teacher must request an official transcript to be sent to the Treasurer's Office. The Treasurer's office will notify the teacher that transcripts were received.

5. Once the transcript is received, the teacher must set an appointment with the Treasurer's staff and Superintendent or designee to open the transcript, verify coursework against course approval forms, and submit Salary Advancement (due September 30 or January 31) and/or Continuing Contract form (due March 30). Both forms may be found on the "Staff" page of the district website. Teachers must plan accordingly to meet the stated deadlines. Teachers are responsible for retaining copies of all coursework approval forms and documentation. All of which must be brought to this meeting by the teacher. These meetings must take place prior to the deadlines in the event that there is a concern requiring correction.

D. Supplemental Contracts

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

2. A unit member offered a supplemental contract pursuant to this provision shall execute and return such signed contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen (15) calendar days from the date of issuance). Failure to execute and timely return the signed contract as required herein shall constitute a rejection of such offer of employment, and the supplemental contract shall be considered null and void.

3. Payment of supplemental contract stipends shall be at the employee(s) regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service.

4. A unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties.

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

E. Filing and Maintenance of Certification/Licensure

1. As a condition of employment, all bargaining unit members must keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board.

2. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

3. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification. The loss of or failure to maintain a current license/certification is just cause for termination.

4. Failure to maintain current licenses/certifications:

   a. Unit members who do not have current licenses/certifications on file in the Board office on the first day of returning to work (the first teacher work day), will be placed on immediate unpaid leave per Board policy 3140.

   b. The unit member will remain on unpaid leave until current licenses/certifications have been received by the Superintendent. Once received, the unit member may return to work.

   c. If licenses/certification documentation has not been received after ten (10) days of unpaid leave, the unit member's employment will be terminated. The Superintendent may, at their discretion, utilize the member as a

substitute teacher during and after the ten (10) day wait period if the member is able to obtain a substitute license through the Department of Education.

5. Nothing herein shall be deemed to prevent the Treasurer from paying a teacher for services rendered during the first two (2) months of initial employment with the District, provided that the teacher is the holder of a bachelor degree or higher and has filed an application for a provisional or professional license.

F. BCI/FBI Background checks

1. So long as required by Ohio Revised Code, unit members are responsible for applying for/updating expired background checks. Bargaining Unit members shall verify with the Superintendent/designee receipt of background checks.

2. The cost of obtaining the needed background checks is the sole responsibility of individual unit members.

3. Failure to maintain current background check is just cause for termination:

   a. Once the Superintendent has been made aware of expired background checks, the BLEA unit member will be placed on immediate unpaid leave.

   b. The unit member will remain on unpaid leave until background checks documentation has been received by the Superintendent. Once received, unit member may return to work.

   c. If background check documentation has not been received after ten (10) days of unpaid leave, the unit member's employment will be terminated.

4. In the event it is necessary for the Board to employ a unit member prior to having received the results of the criminal records investigation, that member's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which does not state that the member has been convicted of or plead guilty to any of the criminal offenses described in O.R.C. 3319.39 (B)(1) or 3319.31 (A)(2).

10.02 Contents of Contracts / Salary Notice

A. Pursuant to O.R.C. 3319.12, contracts or salary notices will be issued annually to each unit member. The contractual or salary notice shall include the following:

1. The number of working days in the school year along with the date of the

first and last working day of said school year; and

2. The annual salary and the per diem pay of the unit member.

B. All provisions of this Agreement entered into by and between the Board and the Association are hereby referenced and incorporated into the unit member's individual contracts. Any changes in this Agreement will become a part of the individual contracts on the effective date of said changes.

10.03 Right to Representation

A. A unit member shall have the right to be represented by the Association at any conference with an administrator which s/he reasonably believes may result in disciplinary action, and the administrator may have a representative of his/her choice.

B. If the unit member has prior knowledge of the purpose of the conference s/he shall notify the proper administrator of his/her intent to have representation present.

C. A unit member that does not have prior knowledge of the purpose of the conference, or if a situation develops which the member reasonably believes may result in disciplinary action, s/he may interrupt the conference at that point and request representation. The conference shall be recessed until such time as the representative of the Association can be present.

10.04 Personnel Files

A. Unit members will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein. The administration has the right to maintain personnel files. If a unit member believes that any material maintained in his/her file is not accurate, relevant, timely or complete, such will be subject to the grievance procedure set forth herein and will be initiated at Level II thereof.

B. A unit member must be notified of any material derogatory to his/her conduct that will be placed in his/her personnel file prior to it being placed in the file. The individual will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member also has the right to submit a written answer to such material and his/her response will be attached to the file copy if submitted within thirty (30) calendar days of the date of the member's acknowledging signature.

C. Any complaint regarding a unit member made to any member of the administration by any parent, student or other person which is used in any manner in evaluating the individual will be promptly investigated and called to the unit member's attention. The unit member will be given an opportunity to respond to and/or rebut such complaint. Information that is not signed by its author shall not be placed in a file. Legal forms and

documents which are clearly identified and which normally do not have a signature are exempt from having a signature.

D. Material in a file, which is found to be inaccurate, irrelevant, untimely or incomplete, shall be expunged and destroyed in accordance with procedures required by law.

10.05 Payroll Deductions

A. Credit Union

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

B. Tax Sheltered Annuities

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

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

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

C. Professional Dues

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

D. Political Contributions

Upon a unit member's written authorization, the Board shall deduct from said individual's wages the prescribed amount as that individual's contribution to a political

organization of his/her choice. Such authorization shall be revoked upon receipt of written notice from the unit member.

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

E. Optional Group Health and Accident Insurance Plan

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

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

F. Tax Deductions

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

G. Buckeye Schools Educational Foundation

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

10.06 Electronic Deposit

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

10.07 Job Sharing

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

1. The job-sharing application must be received, by the Superintendent, no later than April

15 preceding the job-sharing school year. The unit member may withdraw his/her application no later than July 10. Within ten (10) school days of receipt of the application, the committee named in item six (6) below shall meet and determine if the unit member filing the application qualifies for job-sharing.

2. The job-sharing partner must be found no later than August 1 preceding the job sharing year. The unit member and partner must comply with the provisions and conditions set forth in this section (10.07).

3. The job-sharing arrangement shall be for one (1) year and may be renewed for another one (1) year period. If it is not renewed, the unit member(s) will be returned to the position held prior to job sharing.

4. The search for a long-term substitute, who is to be the job-sharing partner or who is to fill the resulting vacant position when two current unit members are to share one position, will be the responsibility of the administration. The administration will actively search for such long-term substitutes using its usual mechanism for finding individuals to fill any vacancy.

5. The criteria for determining if job-sharing will occur are:

    a. An acceptable long-term substitute must be available.

    b. The potential long-term substitute accepts the conditions of Section 1.012 of the Master Agreement.

    c. The cost of the job-sharing (unit member and long-term substitute) or (two (2) current unit members and a long-term substitute) will be no greater than if the applicant(s) stayed in his/her current position(s) unless agreed to by the Board of Education.

    d. The job-sharing partners must agree on the division and responsibilities of each job-share. (See Appendix N as an example)

6. Whether or not the criteria have been met shall be determined by a committee of three (3) unit members selected by the BLEA and two (2) administrators selected by the Superintendent. Unless all members of the committee have had consensus- training, the Federal Mediation and Conciliation Service (FMCS) will be asked to provide such training prior to the committee convening.

ARTICLE XI
ASSOCIATION RIGHTS AND PRIVILEGES

11.01 Payroll Deductions of Association Dues

A. Association dues for bargaining unit members shall be deducted in equal amounts from one (1) paycheck of each month of October through June and shall immediately be transferred to the Treasurer of the Association. Association dues shall be deducted automatically by the District Treasurer without written authorization or prior notice[8].

B. The Treasurer of the Association shall notify the Board's Treasurer of the amount of dues and any changes as they occur.

C. The Buckeye Local Education Association hereby indemnifies and holds harmless the Buckeye Local School District Board of Education wholly and individually, its administrative staff, its agents, and any acting on behalf of these against any legal action contesting the payment of Association dues.

ARTICLE XII
EVALUATION

12.01 Introduction

OTES & OCSES

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

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

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

A. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of recommending revisions to the Board's standards-based teacher evaluation policy and related guidelines, and to regularly review the effectiveness of the policy and its related procedures and

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

process, including forms, for the evaluation of teachers in the District.

2. In addition, the Evaluation Committee will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES members, OCSES and non-OCSES members.

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

3. Committee Composition

   a. The committee shall be comprised of up to five (5) Association members appointed by the Association president and up to five (5) administrators appointed by the Superintendent.

   b. Committee members shall be representative of elementary, junior high, high school, and specialty areas (e.g., music, art, special education) and programs within the District.

4. Committee Operation

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

   b. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

   c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

   d. Committee agendas will be developed by the committee.

   e. All decisions of the committee, as set forth herein, will be achieved by consensus.

   f. At the initial committee meeting, the committee will develop the guidelines and ground rules by which the committee will operate.

   g. Members of the committee will receive necessary release time for committee work and training as determined by the committee.

   h. The committee may establish subcommittees to assist with their work.

i. Subcommittees will be jointly appointed by the committee.

j. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

5. Compensation/Release Time

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

6. Committee Authority

   a. The committee is responsible for jointly developing, reviewing and recommending changes to the Board policy for teacher evaluation.

   b. Each year, the committee will discuss possible revisions or replacement of the evaluation and/or observation forms.

   c. The evaluation and observation forms are set forth in the Buckeye Evaluation Handbook for all bargaining unit members.

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

B. Poorly Performing Teachers

7. OTES is a system designed to help and support all teachers.

8. Improvement Plans shall be developed for teachers who receive a rating of "Ineffective" or "Developing" as their performance rating in the preceding school year for the area(s) in which they are deficient. In most cases, a Growth Plan shall be developed for a teacher who receives a rating of "Skilled" or "Accomplished." An improvement plan may be written for teachers with ratings of "Skilled" or "Accomplished" if they are "ineffective" or "developing" in one or more areas of the rubric.

9. During the first (1st) year a teacher is on an improvement plan, due to his/her performance rating from the previous year, the District evaluator shall be appointed to the teacher. The second (2nd) year a teacher is placed on an improvement plan (within a five (5) year period) due to his/her performance rating, the teacher will have one (1) appointed District evaluator and one (1)

District evaluator of his/her choice.

10. A teacher, with four (4) or more years of experience with Buckeye Local Schools, shall be deemed "poorly performing" and the District would have "just cause" to terminate if within a five (5) year consecutive time span a teacher has been placed on an improvement plan while having a performance rating of "Ineffective" or "Developing" two (2) times and has not improved enough to be rated "Skilled" or "Accomplished."

11. No teacher shall be terminated due to his/her evaluation when he/she has received a performance rating of "Skilled" or "Accomplished" in his/her most recent annual evaluation.

C. Evaluation of Non-OTES or Non-OCSES Members

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

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

12.02 Open Appraisal

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

12.03 Fair Consideration of Work Effort

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

B. The evaluator shall use the forms within the Buckeye Evaluation Handbook for all formal evaluations, walkthroughs and observations.

C. Nothing herein shall preclude the administration from observing the performance of a unit member in the normal course of his/her duties. In addition to the evaluation and observation forms, the Buckeye Evaluation Handbook shall include OTES on the Go, PGP, improvement plan and the OTES/OCSES Rubrics.

12.04 Correction of Deficiencies

If an observation shows unsatisfactory progress toward a unit member's contract renewal, the

evaluator shall promptly provide that individual with written recommendations for improvement, and shall work with the member to provide assistance in correcting deficiencies.

12.05 Conflict with Law

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

ARTICLE XIII
TERMINATION AND DISCIPLINARY PROCEDURES

13.01 Termination of Existing Contract

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

13.02 Disciplinary Actions

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

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

Whenever a unit member violates the provisions of this Agreement, Board policy, administrative regulations and/or state/federal law, the following progressive discipline steps may be applied as appropriate to the violation[9]:

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

B. Letters of reprimand which shall be placed in the unit member's personnel file must state, specifically, the source of information about the specific action or inaction that constitutes the violation and cite the authority on which it is based.

C. The Board may suspend a unit member without pay (but continuing other benefits) for up to a maximum of ten (10) days per school year. The Superintendent may impose the

[9] Customary standards of just cause will apply.

suspension after providing the member with notice of the charge against him/her and an opportunity to appear before the Superintendent to explain his/her actions. The charge must state, specifically, the source of information about the specific action or inaction that constitutes the violation and cite the authority on which it is based.

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

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

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

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

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

ARTICLE XIV
NON-RENEWAL

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

14.01 Non-Renewal of a Contract

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

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

B. The Board shall notify said unit member of its intention to non-renew the individual's contract on or before the 1st day of June of the year in which such limited contract expires. Notice of the Board's intention to non-renew the individual's contract shall include the reasons and the facts supporting the reasons for such consideration.

C. A unit member so notified may, within ten (10) days of such notice, make a written demand for a hearing before the Board. A hearing will be scheduled within ten (10) days of such demand.

D. At such hearing the school administrative authorities shall be present. The unit member may, on his/her own or through representation of his/her choice, present testimony, and make a statement to the Board in defense or mitigation.

E. If after such hearing the Board believes that just cause exists for the non-renewal of the individual's contract, it shall give written notice to the unit member of its decision. The decision of the Board may be appealed to binding arbitration beginning at Step III of the Grievance Procedure.

F. A year of service under this provision constitutes not less than one hundred twenty (120) days of service under a regular teaching contract in a particular school year.

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

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

ii. On or before June 1st of the year in which such limited contract expires, the probationary teacher may be notified by the Superintendent that the teacher will not be recommended to the Board for rehiring for the next school year. Prior to Board action on the limited contract, the probationary teacher shall have the right to meet with the Board in executive session with representation to present his/her case.

iii. To the extent permitted by law, this non-renewal procedure for probationary teachers supersedes all provisions of Ohio Revised Code 3319.11 and 3319.111, and such teacher shall have no right to challenge the non-renewal pursuant to the negotiated grievance procedure, Ohio Revised Code 3319.11 or 3319.111, or in any other legal forum.

iv. The provisions of Article XII, Evaluation, of this Agreement shall apply to probationary teachers for administrative use only.

ARTICLE XV

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

15.01 Purpose

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

15.02 Members

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

15.03 Chairperson / Meetings

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

15.04 Function

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

15.05 Compensation

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

15.06 Appeal

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

15.07 Funding

In order to fund the activities of the LPDC, the sum of $2.50 shall be deducted from each pay. of each unit member and all other certificated/licensed employees of the District.

15.08 Accountability Audit

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

ARTICLE XVI
PROFESSIONAL STANDARDS

16.01 Lesson Plans

All teachers are responsible for preparing lesson plans. Lesson plan shall include the following components:

1. The objective(s)/indicator(s) for the student(s) to meet the state standards *(The student will:)*
2. Instructional Strategies *(The teacher will:)*
3. Materials

4. Assessments *(Formative and Summative)*
5. Reference to state standards

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

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

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

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

16.02 Special Education Lesson Plans

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

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

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

16.03 Intervention / Differentiation of Instruction

All teachers acknowledge that they have obligations under Ohio Revised Code, IDEIA, and Section 504 of the Rehabilitation Act with regards to intervention. They acknowledge their obligations regarding intervention/ differentiation of instruction and will meet the obligations on an individual basis, including but not limited to students

with IEP s (Individual Education Plans), 504 Plans, gifted identification, and as part of the IAT (Individual Assistance Team) intervention strategy plan and data collection.

16.04 Every Student Succeeds Act

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

ARTICLE XVII
MISCELLANEOUS

17.01 Job Descriptions

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

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

17.02 Resident Educator Program

A. Purpose

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills, knowledge, and student achievement. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

1. Definitions

a. Resident Educator Program
The three (3) year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. The requirements of the ODE govern the program.

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

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

license.

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

The REPC will meet and finalize criteria by October 16, 2017 and will as needed thereafter.

ARTICLE XVIII
SEVERABILITY

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

ARTICLE XIX
THE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this contract each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Board and the Association agree that the other shall *not* be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement, and with respect to any subject matter not specifically referred to or covered in this Agreement, except as provided by 0.R.C. 4117.O8(A), unless otherwise mutually agreed.

ARTICLE XX
MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement; the Board reserves and retains all managerial rights and responsibilities vested in it by law including, but not limited to, the right to determine matters of inherent managerial policy such as the employer's functions and programs, standards of services, overall budget, utilization of technology, and organizational structure; the right to direct, supervise, evaluate, or hire employees; the right to maintain and improve efficiency and effectiveness; the right to determine the overall methods, process, means,

or personnel by which Board operations are to be conducted; the right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees; the right to determine the adequacy of the workforce; the right to determine the overall mission of the employer and to take actions to carry out said mission; and the right to effectively manage the workforce.

ARTICLE XXI
DURATION

This contract shall be in full force and effect from 12:00 A.M., July 1, 2023, through 11:59 P.M., June 30, 2026.

BUCKEYE LOCAL
BOARD OF EDUCATION

By: _____

By: _____

By: _____

By: Jennifer Knapp

By: _____

By: _____

Date: 9-21-23

BUCKEYE LOCAL
EDUCATION ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Date: 9-21-23

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

APPENDIX A

GRIEVANCE REPORT FORM A

AGGRIEVED PERSON, OR PERSONS : _____

SCHOOL _____

PRINCIPAL_____

_

DATE GRIEVANCE OCCURRED: _____

PERSON(S) TO WHOM GRIEVANCE IS DIRECTED: _____

INITIATED ON LEVEL: _____

STATEMENT OF GRIEVANCE:

Alleged Contract Violation(s) (section(s)):

RESOLUTION REQUESTED:

Date of Informal Meeting_____

What action has been taken so far?

_____

GRIEVANT DATE

APPENDIX B

GRIEVANCE REPORT FORM B

DATE OF STEP 1 METING_____
STEP I- DECISION

PRINCIPAL IMMEDIATE SUPERVISOR

DATE OF STEP 2 MEETING _____
STEP II- DECISION

SUPERINTENDENT

DATE OF STEP 3 MEETING_____
STEP III- DECISION

PRESIDENT, BOARD OF EDUCATION

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

APPENDIX C

BUCKEYE LOCAL SCHOOL DISTRICT SALARY SCHEDULE

2023-2024 44,182

YEAR	BA	Salary Total BA	YEAR	BA +15	Salary Total BA15	YEAR	MA	Salary Total MA	YEAR	MA +15	Salary Total MA+15	YEAR	MA +30	Salary Total MA+30
0	1.0000	44,182	0	1.0400	45,949	0	1.1000	48,600	0	1.1300	49,926	0	1.1700	51,693
1	1.0400	45,949	1	1.0800	47,717	1	1.1550	51,030	1	1.1900	52,577	1	1.2300	54,344
2	1.0800	47,717	2	1.1200	49,484	2	1.2100	53,460	2	1.2500	55,228	2	1.2900	56,995
3	1.1200	49,484	3	1.1600	51,251	3	1.2650	55,890	3	1.3100	57,878	3	1.3500	59,646
4	1.1600	51,251	4	1.2000	53,018	4	1.3200	58,320	4	1.3700	60,529	4	1.4100	62,297
5	1.2000	53,018	5	1.2400	54,786	5	1.3750	60,750	5	1.4300	63,180	5	1.4700	64,948
6	1.2400	54,786	6	1.2800	56,553	6	1.4300	63,180	6	1.4900	65,831	6	1.5300	67,598
7	1.2800	56,553	7	1.3200	58,320	7	1.4850	65,610	7	1.5500	68,482	7	1.5900	70,249
8	1.3200	58,320	8	1.3600	60,088	8	1.5400	68,040	8	1.6100	71,133	8	1.6500	72,900
9	1.3600	60,088	9	1.4000	61,855	9	1.5950	70,470	9	1.6700	73,784	9	1.7100	75,551
10	1.4000	61,855	10	1.4400	63,622	10	1.6500	72,900	10	1.7300	76,435	10	1.7700	78,202
11	1.4400	63,622	11	1.4800	65,389	11	1.7050	75,330	11	1.7900	79,086	11	1.8300	80,853
12	1.4800	65,389	12	1.5200	67,157	12	1.7600	77,760	12	1.8500	81,737	12	1.8900	83,504
13	1.5200	67,157	13	1.5600	68,924	13	1.8150	80,190	13	1.9100	84,388	13	1.9500	86,155
14	1.5600	68,924	14	1.6000	70,691	14	1.8700	82,620	14	1.9700	87,039	14	2.0100	88,806
15	1.5600	68,924	15	1.6000	70,691	15	1.8700	82,620	15	1.9700	87,039	15	2.0100	88,806
16	1.6000	70,691	16	1.6400	72,458	16	1.9200	84,829	16	2.0300	89,689	16	2.0800	91,899
17	1.6000	70,691	17	1.6400	72,458	17	1.9200	84,829	17	2.0300	89,689	17	2.0800	91,899
18	1.6400	72,458	18	1.6800	74,226	18	1.9750	87,259	18	2.0900	92,340	18	2.1400	94,549
19	1.6400	72,458	19	1.6800	74,226	19	1.9750	87,259	19	2.0900	92,340	19	2.1400	94,549
20	1.6400	72,458	20	1.6800	74,226	20	1.9750	87,259	20	2.0900	92,340	20	2.1400	94,549
21	1.6400	72,458	21	1.6800	74,226	21	1.9750	87,259	21	2.0900	92,340	21	2.1400	94,549
22	1.6400	72,458	22	1.6800	74,226	22	1.9750	87,259	22	2.0900	92,340	22	2.1400	94,549
23	1.6400	72,458	23	1.6800	74,226	23	1.9750	87,259	23	2.0900	92,340	23	2.1400	94,549
24	1.6400	72,458	24	1.6800	74,226	24	1.9750	87,259	24	2.0900	92,340	24	2.1400	94,549
25	1.6400	72,458	25	1.6800	74,226	25	1.9750	87,259	25	2.0900	92,340	25	2.1400	94,549
26	1.6400	72,458	26	1.6800	74,226	26	1.9750	87,259	26	2.0900	92,340	26	2.1400	94,549
27	1.6400	72,458	27	1.6800	74,226	27	1.9750	87,259	27	2.0900	92,340	27	2.1400	94,549
28	1.6400	72,458	28	1.6800	74,226	28	1.9750	87,259	28	2.0900	92,340	28	2.1400	94,549
29	1.6400	72,458	29	1.6800	74,226	29	1.9750	87,259	29	2.0900	92,340	29	2.1400	94,549
30	1.6400	72,458	30	1.6800	74,226	30	1.9750	87,259	30	2.0900	92,340	30	2.1400	94,549
31	1.6400	72,458	31	1.6800	74,226	31	1.9750	87,259	31	2.0900	92,340	31	2.1400	94,549
32	1.6400	72,458	32	1.6800	74,226	32	1.9750	87,259	32	2.0900	92,340	32	2.1400	94,549
33	1.6400	72,458	33	1.6800	74,226	33	1.9750	87,259	33	2.0900	92,340	33	2.1400	94,549
34	1.6400	72,458	34	1.6800	74,226	34	1.9750	87,259	34	2.0900	92,340	34	2.1400	94,549
35	1.6400	72,458	35	1.6800	74,226	35	1.9750	87,259	35	2.0900	92,340	35	2.1400	94,549

2024-2025 45,507

YEAR	BA	Salary Total BA	YEAR	BA +15	Salary Total BA15	YEAR	MA	Salary Total MA	YEAR	MA +15	Salary Total MA+15	YEAR	MA +30	Salary Total MA+30
0	1.0000	45,507	0	1.0400	47,327	0	1.1000	50,058	0	1.1300	51,423	0	1.1700	53,243
1	1.0400	47,327	1	1.0800	49,148	1	1.1550	52,561	1	1.1900	54,153	1	1.2300	55,974
2	1.0800	49,148	2	1.1200	50,968	2	1.2100	55,063	2	1.2500	56,884	2	1.2900	58,704
3	1.1200	50,968	3	1.1600	52,788	3	1.2650	57,566	3	1.3100	59,614	3	1.3500	61,434
4	1.1600	52,788	4	1.2000	54,608	4	1.3200	60,069	4	1.3700	62,345	4	1.4100	64,165
5	1.2000	54,608	5	1.2400	56,429	5	1.3750	62,572	5	1.4300	65,075	5	1.4700	66,895
6	1.2400	56,429	6	1.2800	58,249	6	1.4300	65,075	6	1.4900	67,805	6	1.5300	69,626
7	1.2800	58,249	7	1.3200	60,069	7	1.4850	67,578	7	1.5500	70,536	7	1.5900	72,356
8	1.3200	60,069	8	1.3600	61,890	8	1.5400	70,081	8	1.6100	73,266	8	1.6500	75,087
9	1.3600	61,890	9	1.4000	63,710	9	1.5950	72,584	9	1.6700	75,997	9	1.7100	77,817
10	1.4000	63,710	10	1.4400	65,530	10	1.6500	75,087	10	1.7300	78,727	10	1.7700	80,547
11	1.4400	65,530	11	1.4800	67,350	11	1.7050	77,589	11	1.7900	81,458	11	1.8300	83,278
12	1.4800	67,350	12	1.5200	69,171	12	1.7600	80,092	12	1.8500	84,188	12	1.8900	86,008
13	1.5200	69,171	13	1.5600	70,991	13	1.8150	82,595	13	1.9100	86,918	13	1.9500	88,739
14	1.5600	70,991	14	1.6000	72,811	14	1.8700	85,098	14	1.9700	89,649	14	2.0100	91,469
15	1.5600	70,991	15	1.6000	72,811	15	1.8700	85,098	15	1.9700	89,649	15	2.0100	91,469
16	1.6000	72,811	16	1.6400	74,631	16	1.9200	87,373	16	2.0300	92,379	16	2.0800	94,655
17	1.6000	72,811	17	1.6400	74,631	17	1.9200	87,373	17	2.0300	92,379	17	2.0800	94,655
18	1.6400	74,631	18	1.6800	76,452	18	1.9750	89,876	18	2.0900	95,110	18	2.1400	97,385
19	1.6400	74,631	19	1.6800	76,452	19	1.9750	89,876	19	2.0900	95,110	19	2.1400	97,385
20	1.6400	74,631	20	1.6800	76,452	20	1.9750	89,876	20	2.0900	95,110	20	2.1400	97,385
21	1.6400	74,631	21	1.6800	76,452	21	1.9750	89,876	21	2.0900	95,110	21	2.1400	97,385
22	1.6400	74,631	22	1.6800	76,452	22	1.9750	89,876	22	2.0900	95,110	22	2.1400	97,385
23	1.6400	74,631	23	1.6800	76,452	23	1.9750	89,876	23	2.0900	95,110	23	2.1400	97,385
24	1.6400	74,631	24	1.6800	76,452	24	1.9750	89,876	24	2.0900	95,110	24	2.1400	97,385
25	1.6400	74,631	25	1.6800	76,452	25	1.9750	89,876	25	2.0900	95,110	25	2.1400	97,385
26	1.6400	74,631	26	1.6800	76,452	26	1.9750	89,876	26	2.0900	95,110	26	2.1400	97,385
27	1.6400	74,631	27	1.6800	76,452	27	1.9750	89,876	27	2.0900	95,110	27	2.1400	97,385
28	1.6400	74,631	28	1.6800	76,452	28	1.9750	89,876	28	2.0900	95,110	28	2.1400	97,385
29	1.6400	74,631	29	1.6800	76,452	29	1.9750	89,876	29	2.0900	95,110	29	2.1400	97,385
30	1.6400	74,631	30	1.6800	76,452	30	1.9750	89,876	30	2.0900	95,110	30	2.1400	97,385
31	1.6400	74,631	31	1.6800	76,452	31	1.9750	89,876	31	2.0900	95,110	31	2.1400	97,385
32	1.6400	74,631	32	1.6800	76,452	32	1.9750	89,876	32	2.0900	95,110	32	2.1400	97,385
33	1.6400	74,631	33	1.6800	76,452	33	1.9750	89,876	33	2.0900	95,110	33	2.1400	97,385
34	1.6400	74,631	34	1.6800	76,452	34	1.9750	89,876	34	2.0900	95,110	34	2.1400	97,385
35	1.6400	74,631	35	1.6800	76,452	35	1.9750	89,876	35	2.0900	95,110	35	2.1400	97,385

2025-2026 46,872

YEAR	BA	Salary Total BA	YEAR	BA +15	Salary Total BA15	YEAR	MA	Salary Total MA	YEAR	MA +15	Salary Total MA+15	YEAR	MA +30	Salary Total MA+30
0	1.0000	46,872	0	1.0400	48,747	0	1.1000	51,559	0	1.1300	52,965	0	1.1700	54,840
1	1.0400	48,747	1	1.0800	50,622	1	1.1550	54,137	1	1.1900	55,778	1	1.2300	57,653
2	1.0800	50,622	2	1.1200	52,497	2	1.2100	56,715	2	1.2500	58,590	2	1.2900	60,465
3	1.1200	52,497	3	1.1600	54,372	3	1.2650	59,293	3	1.3100	61,402	3	1.3500	63,277
4	1.1600	54,372	4	1.2000	56,246	4	1.3200	61,871	4	1.3700	64,215	4	1.4100	66,090
5	1.2000	56,246	5	1.2400	58,121	5	1.3750	64,449	5	1.4300	67,027	5	1.4700	68,902
6	1.2400	58,121	6	1.2800	59,996	6	1.4300	67,027	6	1.4900	69,839	6	1.5300	71,714
7	1.2800	59,996	7	1.3200	61,871	7	1.4850	69,605	7	1.5500	72,652	7	1.5900	74,526
8	1.3200	61,871	8	1.3600	63,746	8	1.5400	72,183	8	1.6100	75,464	8	1.6500	77,339
9	1.3600	63,746	9	1.4000	65,621	9	1.5950	74,761	9	1.6700	78,276	9	1.7100	80,151
10	1.4000	65,621	10	1.4400	67,496	10	1.6500	77,339	10	1.7300	81,089	10	1.7700	82,953
11	1.4400	67,496	11	1.4800	69,371	11	1.7050	79,917	11	1.7900	83,901	11	1.8300	85,776
12	1.4800	69,371	12	1.5200	71,245	12	1.7600	82,495	12	1.8500	86,713	12	1.8900	88,588
13	1.5200	71,245	13	1.5600	73,120	13	1.8150	85,073	13	1.9100	89,526	13	1.9500	91,400
14	1.5600	73,120	14	1.6000	74,995	14	1.8700	87,651	14	1.9700	92,338	14	2.0100	94,213
15	1.5600	73,120	15	1.6000	74,995	15	1.8700	87,651	15	1.9700	92,338	15	2.0100	94,213
16	1.6000	74,995	16	1.6400	76,870	16	1.9200	89,994	16	2.0300	95,150	16	2.0600	97,494
17	1.6000	74,995	17	1.6400	76,870	17	1.9200	89,994	17	2.0300	95,150	17	2.0800	97,494
18	1.6400	76,870	18	1.6800	78,745	18	1.9750	92,572	18	2.0900	97,962	18	2.1400	100,306
19	1.6400	76,870	19	1.6800	78,745	19	1.9750	92,572	19	2.0900	97,962	19	2.1400	100,306
20	1.6400	76,870	20	1.6800	78,745	20	1.9750	92,572	20	2.0900	97,962	20	2.1400	100,306
21	1.6400	76,870	21	1.6800	78,745	21	1.9750	92,572	21	2.0900	97,962	21	2.1400	100,306
22	1.6400	76,870	22	1.6800	78,745	22	1.9750	92,572	22	2.0900	97,962	22	2.1400	100,306
23	1.6400	76,870	23	1.6800	78,745	23	1.9750	92,572	23	2.0900	97,962	23	2.1400	100,306
24	1.6400	76,870	24	1.6800	78,745	24	1.9750	92,572	24	2.0900	97,962	24	2.1400	100,306
25	1.6400	76,870	25	1.6800	78,745	25	1.9750	92,572	25	2.0900	97,962	25	2.1400	100,306
26	1.6400	76,870	26	1.6800	78,745	26	1.9750	92,572	26	2.0900	97,962	26	2.1400	100,306
27	1.6400	76,870	27	1.6800	78,745	27	1.9750	92,572	27	2.0900	97,962	27	2.1400	100,306
28	1.6400	76,870	28	1.6800	78,745	28	1.9750	92,572	28	2.0900	97,962	28	2.1400	100,306
29	1.6400	76,870	29	1.6800	78,745	29	1.9750	92,572	29	2.0900	97,962	29	2.1400	100,306
30	1.6400	76,870	30	1.6800	78,745	30	1.9750	92,572	30	2.0900	97,962	30	2.1400	100,306
31	1.6400	76,870	31	1.6800	78,745	31	1.9750	92,572	31	2.0900	97,962	31	2.1400	100,306
32	1.6400	76,870	32	1.6800	78,745	32	1.9750	92,572	32	2.0900	97,962	32	2.1400	100,306
33	1.6400	76,870	33	1.6800	78,745	33	1.9750	92,572	33	2.0900	97,962	33	2.1400	100,306
34	1.6400	76,870	34	1.6800	78,745	34	1.9750	92,572	34	2.0900	97,962	34	2.1400	100,306
35	1.6400	76,870	35	1.6800	78,745	35	1.9750	92,572	35	2.0900	97,962	35	2.1400	100,306

APPENDIX D

BUCKEYE LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE

BUCKEYE LOCAL SCHOOL DISTRICT
3044 COLUMBIA ROAD
MEDINA, OH 44256

2024-2026 SUPPLEMENTAL CONTRACTS

Supplemental Base = 34,294 per CBA beginning FY24

BASE $ 34,294.00

POSITION	0-3 years RATE	0-3 years SALARY	4-6 years RATE	4-6 years SALARY	7-10 years RATE	7-10 years SALARY
FOOTBALL-HEAD	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
FOOTBALL-ASST	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
FOOTBALL-ASST	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
FOOTBALL-ASST	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
FOOTBALL-ASST	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
FOOTBALL-HEAD 9TH	0.125	$ 4,286.75	0.135	$ 4,629.69	0.145	$ 4,972.63
FOOTBALL-ASST 9TH	0.115	$ 3,943.81	0.125	$ 4,286.75	0.135	$ 4,629.69
FOOTBALL-HEAD JR HIGH	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
FOOTBALL-ASST JR HIGH	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
FOOTBALL-ASST JR HIGH	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
FOOTBALL-ASST JR HIGH	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
BASKETBALL-HEAD BOYS	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
BASKETBALL-HEAD GIRLS	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
BASKETBALL-JV BOYS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
BASKETBALL-JV GIRLS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
BASKETBALL-9TH BOYS	0.115	$ 3,943.81	0.125	$ 4,286.75	0.135	$ 4,629.69
BASKETBALL-9TH GIRLS	0.115	$ 3,943.81	0.125	$ 4,286.75	0.135	$ 4,629.69
BASKETBALL-8TH BOYS	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
BASKETBALL-8TH GIRLS	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
BASKETBALL-7TH BOYS	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
BASKETBALL-7TH GIRLS	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
BK-ASST VAR & ELEM-GIRLS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
BK-ASST VAR & ELEM-BOYS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
						$ -
WRESTLING-HEAD	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
WRESTLING-JV	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
WRESTLING-9TH	0.115	$ 3,943.81	0.125	$ 4,286.75	0.135	$ 4,629.69
WRESTLING-HEAD JR HIGH	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
WRESTLING-ASST JR HIGH	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
WRESTLING-ELEM COORD	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57

2024-2026 SUPPLEMENTAL CONTRACTS

Supplemental Base = 34,294 per CBA beginning FY24

BASE $ 34,294.00

POSITION	0-3 years RATE	0-3 years SALARY	4-6 years RATE	4-6 years SALARY	7-10 years RATE	7-10 years SALARY
BASEBALL-HEAD	0.125	$ 4,286.75	0.135	$ 4,629.69	0.145	$ 4,972.63
BASEBALL-VAR ASST	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
BASEBALL-JV	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
FRESHMAN BASEBALL	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
SOFTBALL-HEAD	0.125	$ 4,286.75	0.135	$ 4,629.69	0.145	$ 4,972.63
SOFTBALL ASST	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
SOFTBALL-JV	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
TRACK-HEAD BOYS & GIRLS	0.145	$ 4,972.63	0.155	$ 5,315.57	0.165	$ 5,658.51
TRACK-VAR ASST	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
TRACK-VAR ASST	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
TRACK-VAR ASST	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
TRACK-JR HIGH BOYS	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
TRACK-JR HIGH BOYS ASST	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
TRACK-JR HIGH GIRLS	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
TRACK-JR HIGH GIRLS ASST	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
VOLLEYBALL-HEAD	0.125	$ 4,286.75	0.135	$ 4,629.69	0.145	$ 4,972.63
VOLLEYBALL-ASST.	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
VOLLEYBALL-JV	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75
VOLLEYBALL-9TH	0.095	$ 3,257.93	0.105	$ 3,600.87	0.115	$ 3,943.81
VOLLEYBALL-JR HIGH 8TH	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
VOLLEYBALL-JR HIGH 7TH	0.085	$ 2,914.99	0.095	$ 3,257.93	0.105	$ 3,600.87
CROSS COUNTRY	0.090	$ 3,086.46	0.100	$ 3,429.40	0.110	$ 3,772.34
CROSS COUNTRY ASST	0.075	$ 2,572.05	0.085	$ 2,914.99	0.095	$ 3,257.93
CROSS COUNTRY, JR HIGH	0.060	$ 2,057.64	0.070	$ 2,400.58	0.080	$ 2,743.52
STRENGTH COACH	0.070	$ 2,400.58	0.080	$ 2,743.52	0.090	$ 3,086.46
GOLF, BOYS	0.090	$ 3,086.46	0.100	$ 3,429.40	0.110	$ 3,772.34
GOLF ASST	0.075	$ 2,572.05	0.085	$ 2,914.99	0.095	$ 3,257.93
GOLF, GIRLS	0.090	$ 3,086.46	0.100	$ 3,429.40	0.110	$ 3,772.34
H.S. CHEERLEADERS	0.090	$ 3,086.46	0.100	$ 3,429.40	0.110	$ 3,772.34
H.S. CHEERLEADERS ASST	0.075	$ 2,572.05	0.085	$ 2,914.99	0.095	$ 3,257.93
H.S. CHEERLEADERS ASST	0.075	$ 2,572.05	0.085	$ 2,914.99	0.095	$ 3,257.93
J.H. CHEERLEADERS	0.060	$ 2,057.64	0.070	$ 2,400.58	0.080	$ 2,743.52
SOCCER - HEAD BOYS	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
SOCCER - HEAD GIRLS	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
SOCCER - JV BOYS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
SOCCER - JV GIRLS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
SOCCER - VAR ASST BOYS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
SOCCER - VAR ASST GIRLS	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
GYMNASTICS- HEAD	0.125	$ 4,286.75	0.135	$ 4,629.69	0.145	$ 4,972.63
GYMNASTICS- ASSISTANT	0.105	$ 3,600.87	0.115	$ 3,943.81	0.125	$ 4,286.75

2024-2026 SUPPLEMENTAL CONTRACTS

Supplemental Base = 34,294 per CBA beginning FY24

BASE $ 34,294.00

POSITION	0-3 years RATE	0-3 years SALARY	4-6 years RATE	4-6 years SALARY	7-10 years RATE	7-10 years SALARY
ENGLISH DEPT HEAD	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
MATH DEPT HEAD	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
SCIENCE DEPT HEAD	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
SOC STUDIES DEPT HEAD	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
CAREER SCIENCE/BUSINESS	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
FINE ARTS	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
SPECIAL EDUCATION	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
FRESHMAN CLASS ADV	0.020	$ 685.88	0.030	$ 1,028.82	0.040	$ 1,371.76
SOPHMORE CLASS ADV	0.020	$ 685.88	0.030	$ 1,028.82	0.040	$ 1,371.76
JUNIOR CLASS ADV	0.050	$ 1,714.70	0.060	$ 2,057.64	0.070	$ 2,400.58
SENIOR CLASS ADV	0.050	$ 1,714.70	0.060	$ 2,057.64	0.070	$ 2,400.58
JR CONCESSION COORD	0.030	$ 1,028.82	0.040	$ 1,371.76	0.050	$ 1,714.70
YEARBOOK ADV	0.070	$ 2,400.58	0.080	$ 2,743.52	0.090	$ 3,086.46
NEWSPAPER-SR HIGH	0.050	$ 1,714.70	0.060	$ 2,057.64	0.070	$ 2,400.58
NEWSPAPER-JR HIGH	0.025	$ 857.35	0.035	$ 1,200.29	0.045	$ 1,543.23
MARCHING & SUMMER BAND	0.170	$ 5,829.98	0.180	$ 6,172.92	0.190	$ 6,515.86
MARCHING BAND ASST	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
MARCHING BAND ASST	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
FLAG CORP\SPECIAL PROJECT	0.135	$ 4,629.69	0.145	$ 4,972.63	0.155	$ 5,315.57
DRAMA - HS DIRECTOR	0.070	$ 2,400.58	0.080	$ 2,743.52	0.090	$ 3,086.46
DRAMA - VOCAL (MUSICAL)	0.050	$ 1,714.70	0.060	$ 2,057.64	0.070	$ 2,400.58
DRAMA - INSTRU (MUSICAL)	0.050	$ 1,714.70	0.060	$ 2,057.64	0.070	$ 2,400.58
DRAMA - SET DIRECTOR	0.040	$ 1,371.76	0.050	$ 1,714.70	0.060	$ 2,057.64
DRAMA - TECHNICAL DIRECTOR	0.040	$ 1,371.76	0.050	$ 1,714.70	0.060	$ 2,057.64
STUDENT COUNCIL - HS	0.050	$ 1,714.70	0.060	$ 2,057.64	0.070	$ 2,400.58
STUDENT COUNCIL - JH	0.025	$ 857.35	0.035	$ 1,200.29	0.045	$ 1,543.23
STUDENT COUNCIL - INT	0.015	$ 514.41	0.025	$ 857.35	0.035	$ 1,200.29
STUDENT COUNCIL - PRI	0.015	$ 514.41	0.025	$ 857.35	0.035	$ 1,200.29
N.H.S. ADV	0.040	$ 1,371.76	0.050	$ 1,714.70	0.060	$ 2,057.64

2024-2026 SUPPLEMENTAL CONTRACTS

Supplemental Base = 34,294 per CBA beginning FY24

BASE $ 34,294.00

POSITION	0-3 years RATE	0-3 years SALARY	4-6 years RATE	4-6 years SALARY	7-10 years RATE	7-10 years SALARY
ACADEMIC CHALLENGE ADV	0.040	$ 1,371.76	0.050	$ 1,714.70	0.060	$ 2,057.64
MOCK TRIAL ADVISOR	0.040	$ 1,371.76	0.050	$ 1,714.70	0.060	$ 2,057.64
STUDENT OF MONTH ADV	0.020	$ 685.88	0.030	$ 1,028.82	0.040	$ 1,371.76
POWER OF PEN ADV.	0.040	$ 1,371.76	0.050	$ 1,714.70	0.060	$ 2,057.64
POWER OF PEN ASST.	0.035	$ 1,200.29	0.045	$ 1,543.23	0.055	$ 1,886.17
LPDC COMMITTEE, CHAIRPERSON		$ 3,000.00		$ 3,000.00		$ 3,000.00
LPDC COMMITTEE, MEMBER		$ 1,000.00		$ 1,000.00		$ 1,000.00
LPDC COMMITTEE, MEMBER		$ 1,000.00		$ 1,000.00		$ 1,000.00
LPDC COMMITTEE, MEMBER		$ 1,000.00		$ 1,000.00		$ 1,000.00
LPDC COMMITTEE, MEMBER		$ 1,000.00		$ 1,000.00		$ 1,000.00
S.A.D.D.		$ 500.00		$ 500.00		$ 500.00
SAFETY TOWN ADVISOR		$ 1,000.00		$ 1,000.00		$ 1,000.00
RESIDENT EEDUCATION MENTOR (Per Mentee)						
YEAR ONE		$ 1,000.00		$ 1,000.00		$ 1,000.00
YEAR TWO		$ 800.00		$ 800.00		$ 800.00
YEAR THREE		$ 600.00		$ 600.00		$ 600.00
YEAR FOUR		$ 400.00		$ 400.00		$ 400.00
COLLEGE CREDIT PLUS		$750.00/year		$750.00/year		$750.00/year
OVERNIGHT TRIP STIPEND for 6th & 8th GRADES (Up to a Maximum of ten (10) teachers per night)		100.00 per night		100.00 per night		100 per night

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

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

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

APPENDIX E

ATTENDANCE INCENTIVE

Buckeye Local Schools

Attendance Incentive Payment Form

1. Each building administrator will receive a copy of their employees' attendance records in May which is used to complete this form.
2. Members are responsible for ensuring receipt of this form from the building administrator. Members are encouraged to verify this form against their records.
3. Members must submit the Attendance Incentive Payment Form to their building administrator for approval. Once the building administrator approves this form, he/she will forward it to the Treasurer's office for payment. All forms must be turned in to the Treasurer's office 5 days after the last student day. Payments will be made in the 2nd pay of June. Failure to obtain building administration approval shall serve as a forfeit of any incentive payment in which the member was eligible.

Perfect Attendance Incentive Payments

The attendance incentive is outlined below. When a member misses less than five and one quarter (5.25) days during a school year they will receive an attendance incentive.

1 day or less missed	=	$1000
1.25 - 2 days missed	=	$800
2.25-3 days missed	=	$600
3.25-4 days missed	=	$400
4.25-5 days missed	=	$200
5.25 or> days missed	=	$0

Employee Name: _____ Date: _____

Building: _____ Department: _____

Total Payment Due:$_____ Date Payment_____

_____

Approved: _____

Building Administrator Signature: _____

_____

Date Received: _____ Pay Date: _____

Amount Due: _____

APPENDIX F

ASSAULT LEAVE FORM

Name:_____Date of Assault: _____

Location of the Assault:

_____

Witnesses:

_____

Injuries Sustained:

_____

Name/Address of the attending physician, if any:

_____

Statement of events leading up to and following the assault:

Signature_____Date Submitted _____

APPENDIX G

REQUEST FOR TRANSFER

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

Name:_____Date: _____

Current Position: _____Position Desired:_____

Current Building:_____Building Desired: _____

Comments:

_____

This section to be completed by the principal or superintendent.

Date Received: _____Received By: _____

APPENDIX H

BUCKEYE LOCAL SCHOOLS

MEMBERS WITH OR SEEKING FAMILY COVERAGE WHICH INCLUDES A SPOUSE MUST COMPLETE THIS FORM

COORDINATION OF BENEFITS (COB) QUESTIONNAIRE

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

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

BLSD Employee_____SSN_____

Position_____Bldg/Assignment_____

Spouse's Name_____SSN_____

Spouse's Employer_____

Retired from a Public System? Y or N

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

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

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

IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE,

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

SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:

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

Employee
Signature_____ Date_____

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

APPENDIX I

REQUEST FOR FAMILY MEDICAL LEAVE

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

Employee's Name:_____Position: _____

Building: _____

I hereby request a leave of absence without pay from_____to_____for (circle one):

1. The birth of a child or the placement of a child with the Employee by way of adoption or foster care;

2. Care for a newborn, adopted child or foster care within one year of the child's arrival;

3. Care for a seriously ill child, parent or spouse; or

4. Employee's medical condition prevents him/her from doing his/her job.

Explain the reason for your request:

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

Would an intermittent or reduced leave schedule meet your needs? Y N
If yes, specify a schedule that would meet your needs:

Date Employee's Signature

FOR OFFICE USE ONLY

Employee's accumulated personal leave, sick leave and/or vacation leave: _____

Total unpaid leave, with benefits, Employee entitled to: _____

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

APPENDIX J

FAMILY MEDICAL LEAVE CERTIFICATION FROM HEALTH CARE PROVIDER

Reference § 5.11 of the Master Agreement Between Buckeye Local Education Association and Buckeye Local Board of Education

(to be submitted in a timely manner)

Employee's Name:_____ Position: _____

Building: _____

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

1. Care for a seriously ill child, parent or spouse; or

2. Employee's medical condition prevents him/her from doing his/her job.

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

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

Name of treating health care provider: _____

Date on which the serious health condition commenced: _____

Probable duration of the condition:

_____

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

APPENDIX L

PROFESSIONAL MEETING SETTLEMENT

Authorized by P. O. # _____

RECEIPTS FOR ALL EXPENSES MUST BE ATTACHED

Travel:_____miles @ ¢ $_____

Lodging: _____

Meals: _____

Registration fee: _____

Other: (Itemized) _____

Total request for reimbursement - - - - - - -$_____

Date:_____ Signature: _____

Approved by Principal:

_____

Rev 8/96

APPENDIX M
BUCKEYE LOCAL SCHOOL DISTRICT LIMITED CONTRACT FOR EMPLOYMENT OF LONG TERM SUBSTITUTE TEACHER

This is a contract entered between the Board of Education of the Buckeye Local School District (hereinafter called BOARD) and the SUBSTITUTE TEACHER named below for services as a substitute teacher during the_____school year.

The SUBSTITUTE TEACHER agrees to enter into the employment of the BOARD and to perform such teaching duties as may be assigned, to abide by and maintain the policies, rules and regulations adopted by the BOARD for the government of its employees and pupils of the school district.

The SUBSTITUTE TEACHER acknowledges that she/he is subject to the terms of the Collective Bargaining Agreement in effect between the BOARD and the BUCKEYE LOCAL EDUCATION ASSOCIATION which contains the following provision:

The employment of substitute teachers who become unit members under the provisions of Article I – Recognition, shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. Such termination is automatic, without the need for any further notice of action by the Board. The provisions of this Agreement relating to evaluation and non- renewal do not apply to such substitute teachers. The provisions of Ohio Revised Code 3319.11 and 3319.111 do not apply to such substitute teachers.

In consideration, the BOARD agrees to pay the SUBSTITUTE TEACHER the salary and other benefits fixed for the position to which the SUBSTITUTE TEACHER is assigned. The SUBSTITUTE TEACHER'S daily rate of pay is **$<<PER DIEM>>** which is based upon **<<STEP>>** yrs. of service, at the **<<EDUC>>** educational level.

DATE OF ISSUE:

Substitute signature Date Board President

<<FIRST NAME>> <<LAST NAME>>
SUBSTITUTE TEACHER

Treasurer
Date

PLEASE SIGN AND RETURN ONE (1) COPY TO THE ADMINISTRATIVE OFFICE WITHIN 10 DAYS.

APPENDIX N

JOB SHARING AGREEMENT

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

1. Article X, Section 10.08 Job Sharing states in part: *"Any unit member(s) who have been employed by the District for at least three (3) years, may, upon such terms as may be jointly agreed among the individual unit member(s) involved, the Association, and the Superintendent, share a single position for which proper certification/license is held."*

2. The single position at issue is the full-time ***BUILDING*** **SUBJECT** assignment currently held by ***NAME.***

3. EMPLOYEE NAME is a unit member, and has duly made it known to the Superintendent and Association that he/she desires to share his/her position with another on a job-share basis for the_____ school year.

4. The single position shall be divided in two, each half consisting of 218 consecutive minutes. ***EMPLOYEE NAME*** shall be assigned the **MORNING OR AFTERNOON** session consisting of three (3) teaching periods, one-half (1/2) preparation period, and one-half (1/2) lunch period. The lunch period shall be the last fifteen minutes of her/his work day. Except as modified by this Agreement, work day shall be defined pursuant to Article VIII, Section 8.03 of the Master Agreement.

4. The salary for ***EMPLOYEE NAME*** shall be one-half of the appropriate salary shown on the negotiated salary schedule in the Master Agreement for her/his degree status and years of experience.

5. Insurance coverage shall be provided pursuant to Article IV, Section 4.01. In no event shall the Board be liable to ***EMPLOYEE NAME*** and her/his Job Sharing Partner, collectively, under this Job Sharing arrangement for coverage which would exceed the amount of coverage which one (1) full-time teacher would be entitled to receive under the Master Agreement.

6. Sick Leave and Personal Leave shall be earned and used in accordance with Article V, Sections 5.01 and
5.02 of the Master Agreement.

7. EMPLOYEE NAME shall be responsible for attending all parent teacher conferences, open houses, and other meetings as referred to in Article VIII, Sections 8.05 and 8.06 of the Master Agreement.

8. Except as may be altered by the specific provisions of this Agreement, all provisions of the Master Agreement shall apply to ***EMPLOYEE NAME***.

9. This Agreement and the Job Sharing arrangement hereunder shall automatically terminate at the end of the_____school year, without the need for any further notice or action by the Board. Termination of this Agreement/Job Sharing arrangement is not subject to challenge through the grievance procedure in the Master Agreement. Termination of this Agreement/Job Sharing arrangement prior to the end of the__school year shall only occur upon agreement of the parties. Upon termination of this Agreement, ***NAME*** shall be returned to a full-time position for which she/he is certificated, subject to the provisions of the Master Agreement including Article VII and XIII, unless a new Job Sharing Agreement is agreed to by the Board. This Job Sharing arrangement shall have no precedential value, and any subsequent decision between the same or different parties as to whether or not to enter into a Job Sharing arrangement is discretionary and is not subject to challenge through the grievance procedure in the Master Agreement.

10. This Agreement is contingent upon the Board's employment by August 1, _____, for the _____school year, of a job sharing partner or a person deemed satisfactory to the Board under a Limited Contract for Employment of One-Half Time Long Term Substitute Teacher under Job Sharing Agreement, which document is hereby approved by the Board and Buckeye Local Education Association, and is attached hereto as Exhibit "B".

This Agreement is entered into on this_____day of_____,_____.

EMPLOYEE NAME, Unit Member_____, President of Buckeye Local Education Association_____, Superintendent of Buckeye Local School District

APPENDIX O

CATASTROPHIC SICK LEAVE BANK BUCKEYE LOCAL SCHOOLS

SICK LEAVE BANK

REQUEST FORM

Name of individual needing the leave

_____

Name of the individual making the request _____

_____

Relationship to individual receiving leave Number of days needed

_____Number of accumulated sick leave days remaining

_____

Date on which leave is to begin _____

Reasons for the need (Be Specific)

_____

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

Signature of the individual making the request_____Date

_____

For Committee Use Only Comments:

Approved_____ Disapproved _____

CC: Treasurer's Office

APPENDIX P

CATASTROPHIC SICK LEAVE BANK BUCKEYE LOCAL SCHOOLS

SICK LEAVE BANK

NOTICE OF ACCEPTANCE/REJECTION

In the matter of the request of_____for_____days of leave from the sick leave bank, the Catastrophic Sick Leave Bank Committee states the following:

1. The Committee Accepts_____Rejects_____the request.

2. The number of days to be available are all days contributed and needed not to exceed a maximum of
_____ days.

3. The dates on which the leave days will be available are_____.

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

Signature of individual making the request_____Date ____

Signature of a
Catastrophic Sick Leave Bank Committee member_____Date ___

CC: Treasurer's Office

APPENDIX Q

CATASTROPHIC SICK LEAVE BANK BUCKEYE LOCAL SCHOOLS

SICK LEAVE BANK

DEPOSIT AUTHORIZATION FORM

Name_____Building _____

Number of days given (*Not To Exceed Ten)* _____

These days are to be used by_____for approved catastrophic sick leave.
Name of individual needing the leave

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

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

Signature_____Date _____

CC: Treasurer's Office

APPENDIX R

CATASTROPHIC SICK LEAVE BANK BUCKEYE LOCAL SCHOOLS

SICK LEAVE BANK

COMPOSITE RECORD OF SICK LEAVE BANK USE

This record is for leave requested by _____

No. of Days Approved _____

The individual needing the leave _____

Dates for which leave was approved _____

Name of Contributor	Number of Days	Number of Days Available, the Date Notice Was Given to the District Treasurer	Days Used & Deducted

CC: Treasurer's Office

APPENDIX S

Discipline Procedures
Verbal Warning Memorialized Form

In accordance with Article XIII, Section 13.02 of the Master Agreement, Disciplinary Action,

(Unit member's name) _____

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

*(Charge)*_____

☐ The source of the information, which is the basis of the charge, came from personal observation by the undersigned administrator.

☐ The source of the information, which is the basis of the charge, came from: *(General Source)*

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

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

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

☐ I choose to attach a rebuttal to this form.

☐ I am not attaching a rebuttal to this form.

*(Signature of Administrator Making the Charge)*_____*Date*

APPENDIX T
CLASS SIZE/LOAD VERIFICATION

BUCKEYE CLASS SIZE/LOAD VERIFICATION FORM

Date: _____

Grade or Subject: _____

Class Limits/Class Load (Article IX; 9.1)
Class size shall not exceed limits established by applicable state or federal standards. The number of students per teacher in a regular education program (excluding music, band, choir, physical education and drama classes) shall be as follows, and will be based on the official roster:

Grades K-3	25 students per classroom
Grades 4-6	28 students per classroom
Junior High	150 students per semester
High School	150 students per semester

PLEASE NOTE: Each teacher who exceeds the class size limit must return this verification sheet (complete) within ten (10) work days when class size exceeds the negotiated total during the semester. ***Please note this form must be completed and submitted each semester when an overage is occurring.*** The building principal will verify this information and then forward it to the Treasurer's Department. Failure to return the completed form within the prescribed time limits will result in the member forfeiting payment. Payments will be processed and the conclusion of the semester and also will be prorated when necessary. We appreciate your cooperation in advance regarding this issue.

Teacher (Last Name, First Name) _____

☐ **I certify that my class load/size DOES EXCEED the predetermined limits.**

Date when total student number exceeded above listed totals _____

Total Number of Students Enrolled _____

Comments:

_____

Teacher Signature **Date**

_____

Building Principal Signature **Date**

Appendix U

PLAN DESIGN

Medical, Dental and Vision



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

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-367-3762. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MutualHealthServices.com/SBC or call 800-367-3762 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$350/single,$700/family Network $450/single,$900/family Non-Network	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care is covered and paid by the plan before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply.
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$850/single,$1,700/family Network $2,600/single,$5,200/family Non-Network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Cost sharing for prescription drugs, premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, See MutualHealthServices.com/SBC or call 800-367-3762 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 copay/visit	30% coinsurance	Physician exam only
	Specialist visit	$10 copay/visit	30% coinsurance	Physician exam only
	Preventive care/ screening/ immunization	No charge 21 and over	30% coinsurance 21 and over	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge after deductible	30% coinsurance	None
	Diagnostic test (blood work)	No charge after deductible	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	Deductible, $10 copay/visit	30% coinsurance	None
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at MutualHealthServices.com/ SBC	Drug Out of Pocket Limit - Single	$8,250	Does Not Apply	None
	Drug Out of Pocket Limit - Family	$16,500	Does Not Apply	None
	Generic copay - retail Tier 1	$10	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	$20	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	$20	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	$35	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	$70	Does Not Apply	Covers up to a 90-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	30% coinsurance	None
	Physician/surgeon fees (Outpatient)	20% coinsurance	30% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MutualHealthServices.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	$100 copay		copay waived if admitted
	Emergency medical transportation	No charge after deductible		(applies towards in network deductible only)
	Urgent care	$10 copay/visit	30% coinsurance	All Services
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	30% coinsurance	Pre-certification is required
	Physician/ surgeon fee (inpatient)	20% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	30% coinsurance	All females covered on plan, benefits paid are based on corresponding medical benefits, prenatal visits are covered at no charge with in-network providers.
	Childbirth/delivery facility services	20% coinsurance	30% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MutualHealthServices.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	Deductible, $10 copay/visit	30% coinsurance	(60 visits per benefit period)
	Rehabilitation services (Physical Therapy)	Deductible, $10 copay/visit	30% coinsurance	(60 visits per benefit period, combined with Occupational Therapy and Speech Therapy)
	Habilitation services (Occupational Therapy)	Deductible, $10 copay/visit	30% coinsurance	(60 visits per benefit period, combined with Physical Therapy and Speech Therapy)
	Habilitation services (Speech Therapy)	Deductible, $10 copay/visit	30% coinsurance	(60 visits per benefit period, combined with Physical Therapy and Occupational Therapy)
	Skilled nursing care	20% coinsurance	30% coinsurance	(60 days per benefit period)
	Durable medical equipment	20% coinsurance	30% coinsurance	None
	Hospice services	20% coinsurance inpatient, Deductible, $10 copay/visit outpatient	30% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

[For more information about limitations and exceptions, see the plan or policy document at MutualHealthServices.com/SBC.]

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
- Hearing Aids
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends.The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-367-3762.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

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

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

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

[For more information about limitations and exceptions, see the plan or policy document at MutualHealthServices.com/SBC.]

About these Coverage Examples:

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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$350
Specialist copay	$10
Hospital (facility) coinsurance	20%
Other coinsurance	20%

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

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$350
Copayments	$10
Coinsurance	$500
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$920**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$350
Specialist copay	$10
Hospital (facility) coinsurance	20%
Other coinsurance	20%

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

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$100
Copayments	$600
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$720**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$350
Specialist copay	$10
Hospital (facility) coinsurance	20%
Other coinsurance	20%

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

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$350
Copayments	$300
Coinsurance	$10
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$660**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-367-3762.

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

[For more information about limitations and exceptions, see the plan or policy document at MutualHealthServices.com/SBC.]

Multi-Language Interpreter Services & Nondiscrimination Notice

MUTUAL HEALTH SERVICES℠

This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-367-3762.

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-367-3762。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-367-3762.

Arabic

ملحوظة:إذاكنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-367-3762 رقم هاتف الصم والبكم

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-367-3762.

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-367-3762.

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-367-3762.

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-367-3762.

Navajo

Díí baa akó nínízin: Díí saad bee yáníłti' go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, kojį' hódíilnih 1-800-367-3762.

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-367-3762.

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-367-3762 번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-367-3762.

Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-367-3762 まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-367-3762.

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-367-3762.

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-367-3762.

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-367-3762.

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MUTUAL HEALTH SERVICES' CUSTOMER CARE DEPARTMENT AT 1-800-367-3762.

Nondiscrimination Notice

Mutual Health Services complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Mutual Health Services does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Mutual Health Services provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Mutual Health Services provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Mutual Health Services failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator
Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900
Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
  ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW Room 509F
  HHH Building
  Washington, DC 20201-0004
- By phone at:
  (800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
  hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

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

U.S. Department of Labor
Wage and Hour Division

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

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. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, 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, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (☒ is / ☐ is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (___) _____ Fax: (___) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

The patient (☐ was / ☐ will be) seen on the following date(s): _____

_____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. 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.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery *(e.g. 3 days/week)*

_____

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)* the employee is able to work: *(e.g., 5 hours/day, up to 25 hours a week)*

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

_____

_____

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

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 15 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 Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage Hour Division

WHD
WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or 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, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:

☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation

☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

_____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*. I am able to work _____ *(hours per day)* _____ *(days per week)*.

Employee Signature _____ **Date** _____ *(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

_____

_____

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- ☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

- ☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
  Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

  The patient (☐ was / ☐ will be) seen on the following date(s): _____

  _____

  The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

- ☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

- ☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

- ☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

- ☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

- ☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. 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 if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery

_____ *(e.g. 3 days/week)*

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time,** including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(10) Due to the condition it, (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☒ days) per episode.

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

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 15 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 Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Designation Notice under the Family and Medical Leave Act

U.S. Department of Labor Wage and Hour Division

DO NOT SEND TO THE DEPARTMENT OF LABOR. PROVIDE TO EMPLOYEE.

OMB Control Number: 1235-0003
Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

The employer is responsible in all circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: _____ *(mm/dd/yyyy)*

From: _____ *(Employer)* To: _____ *(Employee)*

On _____ *(mm/dd/yyyy)* we received your most recent information to support your need for leave due to: *(Select as appropriate)*

- ☐ The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- ☐ Your own serious health condition
- ☐ The serious health condition of your spouse, child, or parent
- ☐ A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- ☐ A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin *(Military Caregiver Leave)*

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: *(Select as appropriate)*

- ☐ **Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- ☐ **Not Approved:** *(Select as appropriate)*
  - ☐ The FMLA does not apply to your leave request.
  - ☐ As of the date the leave is to start, you do not have any FMLA leave available to use.
  - ☐ Other _____
- ☐ **Additional information** is needed to determine if your leave request qualifies as FMLA leave. *(Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)*

SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: _____ at _____
(Name of employer FMLA representative) *(Contact information)*

Incomplete or Insufficient Certification

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request. *(Select as applicable)*

- ☐ The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. *"Incomplete" means one or more of the applicable entries on the certification have not been completed.*

Employee Name: _____

☐ The certification provided is insufficient to determine whether the FMLA applies to your leave request. *"Insufficient" means the information provided is vague, unclear, ambiguous or non-responsive.*

Specify the information needed to make the certification complete and/or sufficient: _____

You must provide the requested information no later than *(provide at least 7 calendar days)* _____ *(mm/dd/yyyy)*, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Second and Third Opinions

☐ We request that you obtain a (☐ second / ☐ third opinion) medical certification at our expense, and we will provide further details at a later time. *Note: The employee or the employee's family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.*

SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: *(Select as appropriate)*

☐ Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: _____.

☐ Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: *(check all that apply)*

☐ **Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

☐ **Based on your request, some or all of your available paid leave** *(e.g., sick, vacation, PTO)* **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

☐ **We are requiring you to use some or all of your available paid leave** *(e.g., sick, vacation, PTO)* **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

☐ **Other:** _____
(e.g., Short- or long-term disability, workers' compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

Return-to-work requirements. To be restored to work after taking FMLA leave, you (☐ will be / ☐ will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (☐ is / ☐ is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). 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 10 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 Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

Return to Work Fitness For Duty Certification

This certification must be submitted to your immediate supervisor 2 days prior to your return to work. District contact information is located at the bottom of this form.

First Name _____

Last Name _____

Building _____

Position _____

Leave of Absence Information

Brief Description of Employee's Serious Health Condition:

_____

Date Leave Began _____

Date Leave Ended _____

Medical Certification

The Employee is released to work on (date) _____

The employee is released to work on (date) _____ with the following restrictions:

Please indicate any restrictions or accommodations necessary to allow the Employee to return to work.

_____

_____

_____

How long will the Employee likely be under these restrictions?

_____

Health Care Provider's Signature: _____ Date: _____

Health Care Provider Contact Information:

District Return Contact Information:
Buckeye Local Schools
3044 Columbia Road, Medina, OH 44256
C/O Treasurer's Office-
Compliance Specialist- Personnel
benefits@buckeyeschools.org or 330.722.8257
330.722.5793- fax

Note- Some positions with restrictions may not be able to be accommodated

BUCKEYE SCHOOLS ELIGIBILITY FORM

Working Spouse Coverage –Section 1-Employee Completes this form

Employee Name:_____

Spouse Name:_____

If unit member's spouse is eligible to participate as a current employee or retiree in group health insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such coverage. This requirement does not apply to any employee's spouse who is required to pay more than $350 of the single monthly premium to participate in his/her employer's group health insurance (or public retirement system) coverage. This provision is for medical/prescription coverage only and does not affect dental or vision coverage. Upon enrollment in any such employer sponsored (or public retirement) plan that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. Any other dependents of the District employee are subject to the Birthday Rule (i.e. the dependents will be primary on the coverage of the employee or spouse based on whose birthday falls first in the calendar year).

My spouse is:

☐ Not employed (working spouse language does not apply)

☐ Self-employed and does not have group health insurance (working spouse language does not apply)

(*Please provide the name of the company owned by spouse*) _____

If any of the above apply, check the applicable box, sign the bottom of form and return to the Treasurer's Office. You do not need to complete the box below or Section 2.

☐Employed

☐Retired or retired under a public retirement system

If this condition applies, check the box, sign the bottom of form and have spouse's employer complete Section 2.

Employee Acknowledgement of Responsibility: I have read the above information regarding the spousal requirement for medical coverage. I acknowledge the information on this form is accurate to the best of my knowledge. I under- stand if I submit false information or fail to timely advise the Buckeye Local School District Plan Administrator of a change in the employee's spouse's eligibility for employer (or public retirement plan) sponsored group health insur- ance and/or prescription drug insurance and such false information or such failure by the employee results in the Buckeye Local School District Base Medical Insurance Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Buckeye Local School District for reimbursement of bene- fits and expenses, including attorneys' fees and costs, incurred by the Buckeye Local School District Medical Insur- ance Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employ- ee would otherwise be entitled. Falsification may also result in disciplinary action up to and including termination.

Employee Signature: _____ Date: _____

BUCKEYE SCHOOLS ELIGIBILITY FORM

Working Spouse Coverage Section 2-Completed by Spouse's Employer

Spouse Name: _____

Buckeye Employee: _____

Employer Name or Company: _____

Employer or Company Address: _____

To Whom it May concern:
Buckeye Local School District employees are subject to a working spouse provision. If an employee's spouse is eligible to participate as a current employee or retiree in group health insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such coverage. This requirement does not apply to any employee's spouse who is required to pay more than $350 of the single monthly premium to participate in his/her employer's group health insurance (or public retirement system) coverage.

It has been indicated by our employee that you are the employer of their spouse. Because of our spousal provisions indicated above, additional information is required to make a proper evaluation of the spouse's eligibility . Your assistance in completing the following is appreciated.

1. Do you provide Group Medical Coverage for your employees? ❑Yes ❑No
    1. If Yes, answer Question 2.
    2. If No, please sign, date and return
2. Is the above-named employee eligible to enroll in the Group Medical Program? ❑Yes ❑No
    1. If Yes, answer Question 3.
    2. If No, please indicate why:_____Please sign, date and return.
3. Is the above-named employee required to pay more than $350 for the single monthly premium (medical/Rx per month) for coverage? ❑Yes ❑No
4. Is the above-named employee covered under this Group Medical Program? ❑Yes ❑No
    1. If Yes, is the plan a High Deductible Health Plan with an HSA Option? ❑Yes ❑No

Authorized Representative: _____

Representative Title: _____

Please return this form to Buckeye Local Schools, 3044 Columbia Road, Medina, OH 44256 or email to the Treasurer's Office at benefits@buckeyeschools.org

If you have any questions, please contact the Treasurer's Office at benefits@buckeyeschools.org.

MetLife

Dental

Metropolitan Life Insurance Company

Plan Design for: Buckeye Local School District
Date Prepared: April 14, 2023

The Preferred Dentist Program was designed to help you get the dental care you need and help lower your costs. You get benefits for a wide range of covered services — both in and out of the network. The goal is to deliver cost-effective protection for a healthier smile and a healthier you.

Coverage Type:	In-Network[1] % of PDP Fee[2]	Out-of-Network[1] % of R&C Fee[4]
Type A - Preventive	100%	100%
Type B - Basic Restorative	80%	80%
Type C - Major Restorative	60%	60%
Type D - Orthodontia	60%	60%
Deductible[3]		
Individual	$25	$25
Family	3 Individual Deductibles	3 Individual Deductibles
Annual Maximum Benefit:		
Per Individual	$2500	$2500
Orthodontia Lifetime Maximum - Ortho applies to Adult and Child	Up to dependent age limit	
	$1200 per Person	$1200 per Person

1. "In-Network Benefits" refers to benefits provided under this plan for covered dental services that are provided by a participating dentist. "Out-of-Network Benefits" refers to benefits provided under this plan for covered dental services that are not provided by a participating dentist. Utilizing an out-of-network dentist for care may cost you more than using an in-network dentist.
2. Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.
3. Applies to Type B and C services only.
4. Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of:
   - the dentist's actual charge (the 'Actual Charge'),
   - the dentist's usual charge for the same or similar services (the 'Usual Charge') or
   - the usual charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 90th percentile. Services must be necessary in terms of generally accepted dental standards.

6. Your plan includes incentive provisions. Deductibles, plan maximums and/or co-insurance percentages may differ by plan member.

7. Savings from enrolling in a dental benefits plan [featuring the MetLife Preferred Dentist Program] will depend on various factors, including the cost of the plan, how often participants visit a dentist and the cost of services rendered.

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Selected Covered Services and Frequency Limitations*

Type A - Preventive	How Many/How Often:
Oral Examinations	1 in 6 months
Full Mouth X-rays	1 in 60 months
Bitewing X-rays (Adult/Child)	1 in 12 months
Prophylaxis - Cleanings	1 in 6 months
Topical Fluoride Applications	2 in 12 months - Children to age 14
Sealants	1 in 36 months - Children to age 16
Space Maintainers	1 per lifetime per tooth area - Children up to age 16
Emergency Palliative Treatment	
Harmful Habits Appliances	

Type B - Basic Restorative	How Many/How Often:
Amalgam and Composite Fillings	1 in 24 months. Anterior teeth only
Prefabricated Crowns	1 per tooth in 24 months
Repairs	1 in 12 months
Endodontics Root Canal	1 per tooth in 24 months
Periodontal Surgery	1 in 36 months per quadrant
Periodontal Scaling & Root Planing	1 in 24 months per quadrant
Periodontal Maintenance	2 in 1 year, includes 2 cleanings
Oral Surgery (Simple Extractions)	
Oral Surgery (Surgical Extractions)	
Other Oral Surgery	
General Anesthesia	
Consultations	1 in 12 months

Type C - Major Restorative	How Many/How Often:
Crowns/Inlays/Onlays	1 per tooth in 5 years
Bridges	1 in 5 years
Dentures	1 in 5 years
Implant Services	1 service per tooth in 5 years - 1 repair per 5 years

Type D – Orthodontia

- Adult and Child Coverage. Dependent children up to age 26. Age limitations may vary by state. Please see your Plan description for complete details. In the event of a conflict with this summary, the terms of the certificate will govern.
- All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia.
- Benefits for the initial placement will not exceed 20% of the Lifetime Maximum Benefit Amount for Orthodontia. Periodic follow-up visits will be payable on a monthly basis during the scheduled course of the orthodontic treatment. Allowable expenses for the initial placement, periodic follow-up visits and procedures performed in connection with the orthodontic treatment, are all subject to the Orthodontia coinsurance level and Lifetime Maximum Benefit Amount as defined in the Plan Summary.
- Orthodontic benefits end at cancellation of coverage

***Alternate Benefits:** Where two or more professionally acceptable dental treatments for a dental condition exist, reimbursement is based on the least costly treatment alternative. If you and your dentist have agreed on a treatment that is more costly than the treatment upon which the plan benefit is based, you will be responsible for any additional payment responsibility. To avoid any misunderstandings, we suggest you discuss treatment options with your dentist before services are rendered, and obtain a pretreatment estimate of benefits prior to receiving certain high cost services such as crowns, bridges or dentures. You and your dentist will each receive an Explanation of Benefits (EOB) outlining the services provided, your plan's reimbursement for those services, and your out-of-pocket expense. Actual payments may vary from the pretreatment estimate depending upon annual maximums, plan frequency limits, deductibles and other limits applicable at time of payment.

The service categories and plan limitations shown above represent an overview of your Plan of Benefits. This document presents many services within each category, but is not a complete description of the Plan. Please see your Plan description/Insurance certificate for complete details. In the event of a conflict with this summary, the terms of your insurance certificate will govern.

200 Park Ave., New York, NY 10166
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We will not pay Dental Insurance benefits for charges incurred for:

1. Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which We deem experimental in nature;
2. Services for which You would not be required to pay in the absence of Dental Insurance;
3. Services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. Services which are primarily cosmetic (For residents of Texas, see notice page section in your certificate).
5. Services which are neither performed nor prescribed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
   - scaling and polishing of teeth; or
   - fluoride treatments.

   For NY Sitused Groups, this exclusion does not apply.
6. Services or appliances which restore or alter occlusion or vertical dimension.
7. Restoration of tooth structure damaged by attrition, abrasion or erosion.
8. Restorations or appliances used for the purpose of periodontal splinting.
9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
11. Decoration, personalization or inscription of any tooth, device, appliance, crown or other dental work.
12. Missed appointments.
13. Services
    - covered under any workers' compensation or occupational disease law;
    - covered under any employer liability law;
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.

    For North Carolina and Virginia Sitused Groups, this exclusion does not apply.
14. Services paid under any worker's compensation, occupational disease or employer liability law as follows:
    - for persons who are covered in North Carolina for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' compensation Act;
    - or for persons who are not covered in North Carolina, services paid or payable under any workers compensation or occupational disease law.

    This exclusion only applies for North Carolina Sitused Groups.
15. Services:
    - for which the employer of the person receiving such services is required to pay; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.

    This exclusion only applies for North Carolina Sitused Groups.
16. Services covered under any workers' compensation, occupational disease or employer liability law for which the employee/or Dependent received benefits under that law.

    This exclusion only applies for Virginia Sitused Groups.
17. Services:
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the policyholder, labor union, mutual benefit association, or VA hospital.

    This exclusion only applies for Virginia Sitused Groups.
18. Services covered under other coverage provided by the Employer.
19. Temporary or provisional restorations.
20. Temporary or provisional appliances.
21. Prescription drugs.
22. Services for which the submitted documentation indicates a poor prognosis.
23. The following when charged by the Dentist on a separate basis:
    - claim form completion;
    - infection control such as gloves, masks, and sterilization of supplies; or
    - local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
24. Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.

    For NY Sitused Groups, this exclusion does not apply.
25. Caries susceptibility tests.
26. Initial installation of a fixed and permanent Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
27. Other fixed Denture prosthetic services not described elsewhere in this certificate.
28. Precision attachments, except when the precision attachment is related to implant prosthetics.
29. Initial installation or replacement of a full or removable Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
30. Addition of teeth to a partial removable Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
31. Adjustment of a Denture made within 6 months after installation by the same Dentist who installed it.

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32. Implants to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
33. Implants supported prosthetics to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
34. Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.[1]
35. Diagnosis and treatment of temporomandibular joint (TMJ) disorders. This exclusion does not apply to residents of Minnesota.[1]
36. Repair or replacement of an orthodontic device.[1]
37. Duplicate prosthetic devices or appliances.
38. Replacement of a lost or stolen appliance, Cast Restoration, or Denture.
39. Intra and extraoral photographic images.
40. Services or supplies furnished as a result of a referral prohibited by Section 1-302 of the Maryland Health Occupations Article. A prohibited referral is one in which a Health Care Practitioner refers You to a Health Care Entity in which the Health Care Practitioner or Health Care Practitioner's immediate family or both own a Beneficial Interest or have a Compensation Agreement. For the purposes of this exclusion, the terms "Referral", "Health Care Practitioner" , "Health Care Entity", "Beneficial Interest" and Compensation Agreement have the same meaning as provided in Section 1-301 of the Maryland Health Occupations Article.
    This exclusion only applies <u>for Maryland Situsued Groups</u>

[1]Some of these exclusions may not apply. Please see your Certificate of Insurance.

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Common Questions ... Important Answers

Who is a participating dentist?

A participating, or network, dentist is a general dentist or specialist who has agreed to accept negotiated fees as payment in full for covered services provided to plan members, subject to any deductibles, copayments, cost sharing and benefit maximums. Negotiated fees typically range from 30-45% below the average fees charged in a dentist's community for the same or substantially similar services.*

In addition to the standard MetLife network, your employer may provide you with access to a select network of dental providers that may be unique to your employer's dental program. When visiting these providers, you may receive a better benefit, have lower out-of-pocket costs and/or have access to care at facilities at your worksite. Please sign into MyBenefits for more details.

* Based on internal analysis by MetLife. Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change. Savings from enrolling in a dental benefits plan will depend on various factors, including the cost of the plan, how often members visit a dentist and the cost of services rendered. Negotiated fees are subject to change.

How do I find a participating dentist?

There are thousands of general dentists and specialists to choose from nationwide —so you are sure to find one that meets your needs. You can receive a list of these participating dentists online at www.metlife.com/dental or call 1-800-275-4638 to have a list faxed or mailed to you.

What services are covered by my plan?

Please see your Certificate of Insurance for a list of covered services.

May I choose a non-participating dentist?

Yes. You are always free to select the dentist of your choice. However, if you choose a non-participating (out-of-network) dentist, your out-of-pocket costs may be greater than your out-of-pocket costs when visiting an in-network dentist.

Can my dentist apply for participation in the network?

Yes. If your current dentist does not participate in the network and you would like to encourage him or her to apply, ask your dentist to visit www.metdental.com, or call 1-866-PDP-NTWK for an application.* The website and phone number are for use by dental professionals only.

* Due to contractual requirements, MetLife is prevented from soliciting certain providers.

How are claims processed?

Dentists may submit your claims for you which means you have little or no paperwork. You can track your claims online and even receive email alerts when a claim has been processed. If you need a claim form, visit www.metlife.com/dental or request one by calling 1-800-275-4638.

Can I get an estimate of what my out-of-pocket expenses will be before receiving a service?

Yes. You can ask for a pretreatment estimate. Your general dentist or specialist usually sends MetLife a plan for your care and requests an estimate of benefits. The estimate helps you prepare for the cost of dental services. We recommend that you request a pre-treatment estimate for services in excess of $300. Simply have your dentist submit a request online at www.metdental.com or call 1-877-MET-DDS9. You and your dentist will receive a benefit estimate for most procedures while you are still in the office. Actual payments may vary depending upon plan maximums, deductibles, frequency limits and other conditions at time of payment.

Can MetLife help me find a dentist outside of the U.S. if I am traveling?

Yes. Through international dental travel assistance services* you can obtain a referral to a local dentist by calling +1-312-356-5970 (collect) when outside the U.S. to receive immediate care until you can see your dentist. Coverage will be considered under your out-of-network benefits.** Please remember to hold on to all receipts to submit a dental claim.

*International Dental Travel Assistance services are administered by AXA Assistance USA, Inc. (AXA Assistance). AXA Assistance provides dental referral services only. AXA Assistance is not affiliated with MetLife and any of its affiliates, and the services they provide are separate and apart from the benefits provided by MetLife. Referral services are not available in all locations.
** Refer to your Certificate of Insurance for your out-of-network dental coverage.

How does MetLife coordinate benefits with other insurance plans?

Coordination of benefits provisions in dental benefits plans are a set of rules that are followed when a patient is covered by more than one dental benefits plan. These rules determine the order in which the plans will pay benefits. If the MetLife dental benefit plan is primary, MetLife will pay the full amount of benefits that would normally be available under the plan. If the MetLife dental benefit plan is secondary, most coordination of benefits provisions require MetLife to determine benefits after benefits have been determined under the primary plan. The amount of benefits payable by MetLife may be reduced due to the benefits paid under the primary plan.

Do I need an ID card?

200 Park Ave., New York, NY 10166
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No, You do not need to present an ID card to confirm that you are eligible. You should notify your dentist that you are enrolled in a MetLife Dental Plan. Your dentist can easily verify information about your coverage through a toll-free automated Computer Voice Response system.

Do my dependents have to visit the same dentist that I select?
No. You and your dependents each have the freedom to choose any dentist.

200 Park Ave., New York, NY 10166
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CALIFORNIA HEALTHCARE LANGUAGE ASSISTANCE PROGRAM
NOTICE TO INSUREDS

No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card, if any, or 1-800-942-0854. For more help call the CA Dept. of Insurance at 1-800-927-4357.
To receive a copy of the attached MetLife document translated into Spanish or Chinese, please mark the box by the requested language statement below, and mail the document with this form to:
Metropolitan Life Insurance Company
PO Box 14587
Lexington, KY 40512
Please indicate to whom and where the translated document is to be sent.

☐ **Servicio de Idiomas Sin Costo.** Puede obtener la ayuda de un intérprete. Se le pueden leer documentos y enviar algunos en español. Para recibir ayuda, llámenos al número que aparece en su tarjeta de identificación, si tiene una, o al 1-800-942-0854. Para recibir ayuda adicional llame al Departamento de Seguros de California al 1-800-927-4357.
Para recibir una copia del documento adjunto de MetLife traducido al español, marque la casilla correspondiente a esta oración, y envíe por correo el documento junto con este formulario a:
Metropolitan Life Insurance Company
PO Box 14587
Lexington, KY 40512
Por favor, indique a quién y a dónde debe enviarse el documento traducido.
NOMBRE_____

DIRECCIÓN_____

☐ **免費語言服務。**您可獲得免費口譯服務。您可要求翻譯員向你口譯文件，或可要求向你發同文件的中文譯本。如需協助，請致電您的ID卡上所示號碼（如有），或1-800-942-0854。如需更多協助，請致電加州保險部熱線1-800-927-4357。
爲收取隨附MetLife文件的中文譯本，請在適此陳述部的方框，並將文件連同此表一件郵寄至：
Metropolitan Life Insurance Company
PO Box 14587
Lexington, KY 40512
請指明經翻譯文件收件人的姓名及地址。
姓名_____

地址_____

Անվճար թարգմանչական ծառայություններ: Ձեզ կտրամադրվի հայերենի թարգմանիչ, որի օգնությամբ կարող եք հայերեևով կարդալ փաստաթղթերը: Հարցերի դեպքում զանգահարեք մեզ Ձեր ID քարտի վրա նշված հեռախոսահամարով կամ 1-800-942-0854: Առավել մանրամասն տեղեկատվության համար զանգահարեր Կալիֆորնիայի Ապահովագրական Դեպարտամենտ 1-800-927-4357 հեռախոսահամարով:

សេវាបកប្រែជាភាសាឥតគិតថ្លៃ ។ អ្នកអាចទទួលបានអ្នកបកប្រែភ្នាក់ ដែងឱ្យគេអានឯកសារជាភាសាអ្នកស្តាប់ជាភាសាខ្មែរ ។ សម្រាប់ជំនួយ សូមទូរស័ព្ទមកយើង តាមលេខដែលមានចុះនៅលើប័ណ្ណសម្គាល់ខ្លួនរបស់អ្នកប្រសិនបើមាន ឬ តាមលេខ 1-800-942-0854 ។ សម្រាប់ជំនួយបន្ថែមទៀត សូមទូរស័ព្ទទៅក្រសួងធានារ៉ាប់រងនៃរដ្ឋកាលីហ្វ័រញ៉ា (CA Dept. of Insurance) តាមលេខ 1-800-927-4357 ។

Kev pab txhais lus tsis kom them nqi. Koj thov tau kom nrhiav neeg txhais lus thiab nyeem ntaub ntawv hais ua lus Hmoob rau koj mloog. Yog xav tau kev pab, hu rau peb ntawm tus xov tooj sau hauv koj daim npav ID, yog muaj, lossis 1-800-942-0854. Yog xav kom pab lwm yam hu rau lub CA Hauv Paus Iv-saws-las ntawm 1-800-927-4357.

無料の通訳サービス。通訳を通して日本語で文書を読み上げてもらうことができます。サービスの利用をご希望の方は、お手持ちの ID カードに記載されている番号、または 1-800-942-0854 へお電話ください。さらなる支援が必要な場合は、カリフォルニア州保険庁 1-800-927-4357 までお問い合わせください。

무료 통역 서비스. 통역자가 문서를 한국어로 읽어드릴 수 있습니다. 도움이 필요하시면, 귀하의 ID 카드에 있는 번호나 1-800-942-0854 로 전화하십시오. 다른 도움이 필요하시면, 전화번호 1-800-927-4357 로 캘리포니아 보험국에 연락하여 주십시오.

Бесплатные услуги устного перевода. Вы можете воспользоваться услугами переводчика, который прочитает вам документы на русском языке. Чтобы получить помощь, позвоните нам по номеру, указанному на вашей идентификационной карточке, если у вас она есть, либо по номеру 1-800-942-0854. Если вам нужна помощь в других вопросах, позвоните в горячую линию Департамента страхования (CA Dept. of Insurance) 1-800-927-4357.

Libreng serbisyo sa pagsasalin. Maaari kang kumuha ng tagasalin para basahin sa iyo ang mga dokumento sa wikang Tagalog. Para ikaw ay matulungan, tawagan kami sa numerong nakalista sa iyong ID card, kung mayroon man, o sa numerong 1-800-942-0854. Para sa karagdagang tulong tawagan ang CA Dept. of Insurance sa numerong 1-800-927-4357.

Dịch vụ thông dịch miễn phí. Quý vị có thể tìm một thông dịch viên và nhờ đọc các tài liệu này cho quý vị bằng tiếng Việt. Để được giúp đỡ, gọi cho chúng tôi tại số nêu trên thẻ ID của quý vị, nếu có, hoặc 1-800-942-0854. Để được giúp đỡ thêm gọi cho Ban Bảo Hiểm CA tại số 1-800-927-4357.

لا تتوفر خدمات ترجمة بتكلفة. يمكنك الاتصال بمترجم والحصول على خدمة قراءة المستندات باللغة العربية. للمساعدة، اتصل بنا على الرقم الموجود على بطاقة التعريف الخاصة بك، أو اتصل بالرقم 1-800-942-0854. ولمزيد من المساعدة، اتصل بقسم التأمينات التابع لـ CA على الرقم 1-800-927-4357.

سرویس های ترجمه رایگان. شما می توانید مترجم را به زبان فارسی برای مطالعه دریافت کنید. برای راهنمایی، از طریق شماره درج شده در کارت شناسایی خود (در صورت وجود) با شماره 1-800-942-0854 با ما تماس بگیرید. برای راهنمایی بیشتر با بخش بیمه کالیفرنیا 1-800-927-4357 تماس بگیرید.

بلا معاوضہ مترجم دی خدمات مل سکدی اے۔ اُسی ایک مترجم دی خدمات حاصل کرسکدے او جو توڈے واسطے دستاویزات پنجابی وچ پڑھ سکدا اوے۔ مدد واسطے اپڑیں آئی ڈی کارڈ، گریبوتو دے وچ نمبر یا 1-800-942-0854 پہ کال کرو۔ آگے مزید مدد واسطے اے نمبر 1-800-927-4357 پہ سی اے ڈیپارٹمنٹ برائے انشورنس نال گال کرو۔

Buckeye Local School District

Additional discounts

40% OFF Complete pair of prescription eyeglasses

20% OFF Non-prescription sunglasses

20% OFF Remaining balance beyond plan coverage

These discounts are for in-network providers only

Take a sneak peek before enrolling

- You're on the INSIGHT Network
- For a complete list of **in-network** providers near you, use our **Enhanced** Provider Locator on www.eyemed.com or call **1-866-804-0982**
- For Lasik providers, call 1-877-5LASER6

SUMMARY OF BENEFITS

Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
Exam With Dilation as Necessary	$0 Co-pay	Up to $40
Retinal Imaging	Up to $39	N/A
Frames	$0 Co-pay; $150 allowance; 20% off balance over $150	Up to $105
Standard Plastic Lenses		
Single Vision	$20 Co-pay	Up to $30
Bifocal	$20 Co-pay	Up to $50
Trifocal	$20 Co-pay	Up to $70
Standard Progressive Lens	$85 Co-pay	Up to $50
Premium Progressive Lens[A]	$105 Co-pay - $130 Co-pay	
Tier 1	$105 Co-pay	Up to $50
Tier 2	$115 Co-pay	Up to $50
Tier 3	$130 Co-pay	Up to $50
Tier 4	$85 Co-pay; 80% of charge less $120 allowance	Up to $50
Lenticular	$20 Co-pay	Up to $70
Lens Options (paid by the member and added to the base price of the lens)		
UV Treatment	$15	N/A
Tint (Solid and Gradient)	$15	N/A
Standard Plastic Scratch Coating	$15	N/A
Standard Polycarbonate	$40	N/A
Standard Polycarbonate - Kids under 19	$40	N/A
Standard Anti-Reflective Coating	$45	N/A
Premium Anti-Reflective Coating[A]	$57 - $68	N/A
Tier 1	$57	N/A
Tier 2	$68	N/A
Tier 3	80% of charge	N/A
Photochromic/Transitions	$75	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	20% off retail price	N/A
Contact Lens Fit and Follow-Up (Contact lens fit and two follow up visits are available once a comprehensive eye exam has been completed)		
Standard Contact Lens Fit & Follow-Up	Up to $40	N/A
Premium Contact Lens Fit & Follow-Up	10% off retail	N/A
Contact Lenses		
Conventional	$0 Co-pay; $150 allowance; 15% off balance over $150	Up to $150
Disposable	$0 Co-pay; $150 allowance; plus balance over $150	Up to $150
Medically Necessary	$0 Co-pay, Paid-in-Full	Up to $210
Laser Vision Correction		
Lasik or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
Hearing Care		
Hearing Health Care from Amplifon Hearing Network	40% off hearing exams and a low price guarantee on discounted hearing aids	N/A
Frequency		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 12 months	

[A]Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Fixed pricing is reflective of brands at the listed product level . All providers are not required to carry all brands at all levels. Benefits are not provided for: services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment. Safety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. The Certificate of Insurance is on file with your employer. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered.

What's in it for me?

Options. It's simple really. We're dedicated to helping you see clearly – and that's why we've built a network that gives you lots of choices and flexibility. You can choose from thousands of independent and retail providers to find the one that best fits your needs and schedule. No matter which one you choose, our plan is designed to be easy-to-use and help you access the care you need. Welcome to EyeMed.

EyeMed

Benefits Snapshot	With EyeMed	Out-of-Network Reimbursement
Exam with dilation as necessary (Once every 12 months)	$0 Co-pay	Up to $40
Frames (Once every 12 months)	$0 Co-pay; $150 allowance; 20% off balance over $150	Up to $105
Single Vision Lenses (Once every 12 months) Or **Contacts** (Once every 12 months)	$20 Co-pay $0 Co-pay; $150 allowance; plus balance over $150	Up to $30 Up to $150

And now it's time for the breakdown . . .

Here's an example of what you might pay for a pair of glasses with us vs. what you'd pay without vision coverage. So, let's say you get an eye exam and choose a frame that costs $163 with single vision lenses that have UV and scratch protection. Now let's see the difference...

85% SAVINGS with us*

With EyeMed	Without Insurance**
Exam $0 Co-pay	Exam $106
Frame $163 -$150 allowance $13 -$2.60 (20% discount off balance) $10.40	Frame $163
Lens $20 Co-pay $15 UV treatment add-on +$15 Scratch coating add-on $50	Lens $78 $23 UV treatment add-on +$25 Scratch coating add-on $126
Total $60.40	Total $395



Download the EyeMed Members App

It's the easy way to view your ID card, see benefit details and find a provider near you.

EyeMed | INDEPENDENT PROVIDER NETWORK + LensCrafters PEARLE VISION TARGET OPTICAL Sears Optical

*This is a snapshot of your benefits. Actual savings will depend on provider, frame and lens selections. **Based on industry averages.

APPENDIX V-

Buckeye Local School District 3044 Columbia Road
Medina OH 44256

To: **Central Administrative Offices**

From: _____
Teacher name (printed and signature)

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

Date: _____

This form is to notify you that I am eligible for a Continuing Contract per BLEA Negotiated Agreement Article X, Section 10.01 B and Ohio Revised Code.
To verify certificate/license log on to:
www.ode.state.oh.us/TeachingProfession/Teacher/Certification_Licensure/certifact.asp

Circle 1 or 2 below to verify qualifications:

1) I can check all of circles below:

- o I received my initial teaching license prior to January 1, 2011
- o I possessed a bachelor's degree at the time of receiving my initial license AND have completed thirty (30) hours of post graduate credit work OR I possessed a master's degree at the time of receiving my initial license AND have completed an additional six (6) hours of post graduate credit work.
- o I have worked three (3) of my last five (5) years (minimum of 120 days in paid status) at Buckeye Local Schools

OR

- o I was awarded continuing contract status at my previous district and have work at least two (2) consecutive years at Buckeye Local Schools

2) I can check all of the circles below:

- o I received my initial teaching license after January 1,2011
- o I possessed a bachelor's degree at the time of receiving my initial license AND have completed thirty (30) hours of post graduate credit work OR I possessed a master's degree at the time of receiving my initial license AND have completed an additional six (6) hours of post graduate credit work.
- o I have held a professional license for at least seven (7) years.
- o I have worked three (3) of my last five (5) years (minimum of 120 days in paid status) at Buckeye Local

OR

- o I was awarded continuing contract status at my previous district and have work at least two (2) consecutive years at Buckeye Local Schools