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AGREEMENT

BETWEEN THE

BLUFFTON EXEMPTED VILLAGE

SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

BLUFFTON EDUCATION ASSOCIATION

July 1, 2024

To

June 30, 2027

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ARTICLE I - RECOGNITION

1. The Bluffton Exempted Village School District Board of Education recognizes the Bluffton Education Association, OEA/NEA-Local as the sole and exclusive bargaining representative, for purposes of and as defined in O.R.C. Chapter 4117, for all professional, non-supervisory certificated personnel both full-time and regular part-time, employed or to be employed by the Board, including by way of illustration only but not limitation, classroom teachers, guidance counselors, in-school tutors paid by the hour, librarians, media specialists, substitutes who are entitled to regular contract status, and department heads.
2. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, all non-certificated employees, other substitute teachers, and all confidential, supervisory, and management-level employees, as defined in O.R.C. Chapter 4117.
3. The Athletic Director(s) shall be included in the bargaining unit unless employed on an administrative contract under O.R.C. 3319.02 and holding administrative certification as provided in O.R.C. 4117.01(F)(4). The Association acknowledges that the Board, in its sole discretion, may determine to assign or reassign the duties or position of the Athletic Director(s) to personnel who are included or personnel who are excluded from the bargaining unit. The parties further agree that due to the nature and qualifications of the position, the Assistant Transportation Supervisor position or extended time may also be included or excluded under the same terms.

ARTICLE II - DEFINITIONS

The following definitions apply to this Agreement unless expressly provided otherwise:

1. "Association" means the Bluffton Education Association, its affiliated organizations (National Education Association ["NEA"] and Ohio Education Association ["OEA"]), and persons acting on behalf of the Association or any affiliated organization.
2. "Board" means the Bluffton Exempted Village School District Board of Education and its administrators and others authorized to act on its behalf.
3. "Certificated employees" includes employees who hold an educator license under O.R.C. 3319.22 as a condition of employment, and "non-certificated employees" includes all employees who do not hold an educator license. In addition, the term "certificate" includes an educator license under O.R.C. 3319.22, and the term "certified" is synonymous with "certificated."
4. "Days" means calendar days except where defined as work days.
5. "District" means the Bluffton Exempted Village School District.
6. "Immediate supervisor" means the supervisor to whom the teacher directly reports

in relation to the subject or issue involved.

7. "O . R . C . " means the Ohio Revised Code.
8. "STRS" means the State Teachers' Retirement System of Ohio.
9. "Teacher" means an employee in the bargaining unit.

ARTICLE III - BARGAINING PROCEDURE

A. DIRECTING REQUESTS

Requests in writing for bargaining from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the Association President. Requests for bargaining shall be submitted between sixty (60) and ninety (90) days prior to the expiration of this Agreement.

B. BARGAINING MEETINGS

The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All items proposed shall be written and submitted to both teams at the first meeting. No additional items shall be submitted unless mutually agreed by the parties. Bargaining sessions shall not be scheduled during the regular teacher workday. Time and dates as used in this Article may be changed by mutual agreement.

C. REPRESENTATION

Neither party shall have any control over the selection of the bargaining representatives of the other party. Representatives of the Board and of the Association shall meet at mutually agreed times to bargain in good faith. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one by the Association, and one (1) will be sent to the State Employee Relations Board.

D. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus - Either group may caucus at any time.
2. Item Agreement - As items receive tentative agreement, they shall be reduced to writing, dated, and initialed by each party.
3. Schedule of Meetings - Until bargaining is completed, each meeting shall include a decision on an agreed time and place for the next meeting.

E. AGREEMENT

When a successor agreement is reached it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval.

F. DISAGREEMENT

If the parties do not reach agreement prior to thirty (30) days before the expiration of this Agreement, either may call for mediation in which case the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator. If agreement is not reached within ten (10) days of the expiration of this Agreement, the mediation period (unless extended by mutual agreement to some subsequent date certain) will end and the Association may exercise its rights under O.R.C. 4117.14(D).

G. DISPUTE RESOLUTION PROCEDURE

If the Board exercises a right identified in Article V with respect to a subject not addressed elsewhere in this Agreement and an obligation to bargain about the effects of the Board's decision is triggered, the parties, upon request, will bargain in good faith over such effects for a period not to exceed fourteen (14) days from the first meeting (or such other period as the parties may mutually agree). If bargaining has not produced an agreement within the above stated period, (1) the parties, by mutual agreement, may submit the dispute to binding interest arbitration, or (2) the Association may exercise the rights set forth in O.R.C. 4117.14(D). If submitted to arbitration, the procedure under Step IV of Article VII, Section D shall apply; provided, however, that the Arbitrator shall have authority only to select either the last offer by the Association in its entirety or the last offer by the Board in its entirety in making his/her award.

ARTICLE IV - ASSOCIATION RIGHTS

- A. The Association may use the intra-District mail service, teacher mailboxes, and e-mail for communication in connection with official Association business without interference or censorship by the Board. This provision is not intended to create a general expectation of privacy as to e-mail communications, to conflict with current Board policy on Computer/On-Line Services, or to interfere with the retrieval and/or disclosure of such materials when legally required.
- B. Upon advance notice to the building principal, the Association may use District facilities at reasonable times and on reasonable conditions, so long as such use does not interfere with the regular teacher work day or school activities. Authorized representatives of the Association may transact Association business on school property, provided that such activity does not interfere with the regular teacher work day or with other school activities and further provided that an Association representative who is not employed by the Board or who is not assigned to that building must immediately alert the building principal of his/her presence upon arrival at the building.
- C. Upon request by the Association on or after November 1 of a school year, a directory containing the names, assignments, work locations, and non-confidential home addresses and telephone numbers of all teachers shall be provided to the Association without cost.

- D. The Board shall provide a copy of the Board meeting agenda, which shall include the proposed minutes from the prior meetings which have not yet been approved, in the faculty lounge of each building in advance of each regular meeting of the Board. Upon request, a building principal shall make available to the building representative or Association President a copy of the Board minutes after they have been approved.
- E. The Association President, and/or his/her designee(s), may take three (3) days as professional leave during a school year to attend a conference or assembly of the Ohio Education Association. Such attendance must be approved in advance pursuant to the professional leave policy. The Board shall provide a substitute for the absent teacher, but the Association shall bear the cost of the teacher's travel and attendance at the conference or assembly.
- F. The Association shall be allowed to hold a meeting for reports and announcements on Association activities immediately after the conclusion of any faculty meeting, including the orientation program for new teachers.
- G. The Board and the Association shall, upon written request, furnish the other with available non-confidential information in its existing form which is relevant to proper subjects of bargaining or which is directly related to and necessary for administration of the terms of this Agreement. Such information shall be furnished within fourteen (14) days of receipt of the request.
- H. The Board shall provide the Association with three (3) copies of an updated Board policy handbook as well as make copies available in each building office and/or library. Teachers may check out a Board policy manual for short-term personal review. The Superintendent promptly will update the Association's policy handbooks with any revisions.
- I. The right of payroll deduction shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. The Board shall make payroll deduction of Association dues on the following basis:
 - 1. Deduction shall be made upon the written authorization of the Association treasurer and the teacher. The authorization shall be continuous from school year to school year until revoked in writing by the teacher. The Association Treasurer and the teacher shall provide a copy of the revocation to the Board Treasurer.
 - 2. The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount may be increased or decreased from school year to school year upon receipt by the Board Treasurer of written notice of such change on or before the first Friday after instruction begins. The Association Treasurer shall give the Board Treasurer a list of teachers for whom deduction is to be made by October 1. Dues shall be deducted in approximately twenty (20) equal installments from teacher paychecks, beginning with the second paycheck in October. The dues of a

teacher who does not work a full work year or chooses to withdraw membership shall be prorated by the amount determined by the Association Treasurer and any balance owed shall be deducted from the teacher's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

3. With respect to all sums deducted, the Board agrees promptly to remit such monies to the Association Treasurer or such Treasurer's designee, along with an alphabetical list of teachers for whom such deductions have been made and any changes that may have occurred since the previous list.
4. The Board Treasurer shall make political deductions upon written authorization of a teacher with a minimum deduction per teacher of \$5.00 per month to be deducted the second pay of each month.

J. DISTRICT COUNCIL

A District Council composed of the Association President, three (3) bargaining unit employees appointed by the Association President (a representative from each of the elementary, middle school, and high school levels), the Superintendent, and three administrators appointed by the Superintendent (a representative from each of the elementary, middle school, and high school levels) shall meet upon the request of any District Council member to enhance communication and discussion on matters of mutual concern.

ARTICLE V - BOARD RIGHTS

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including by way of illustration management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the District as an educational unit; effectively manage the work force; take actions to carry out the mission of the District; determine instructional hours for pupils; and direct, assign and schedule pupils.
- B. The Board may make decisions in the exercise of its management rights as listed in Section A, without bargaining with the Association, but the Board is obligated to bargain about the effect(s) of management's decision on the wages, hours and terms and conditions of employment of teachers and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE VI - SEVERABILITY

This Agreement governs the wages, hours, terms and conditions of employment of teachers except as otherwise provided by O.R.C. 4117.10(A). If any specific provision of this Agreement is invalidated by a court ruling after all appeals are exhausted or by subsequent change in the law, the parties shall, upon written request of the other, within thirty (30) days begin to negotiate in good faith regarding any necessary change in this Agreement or within such time as the parties mutually agree. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE VII - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance is defined as a claim by a teacher, group of teachers, or the Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of terms of this Agreement or Board policies. Grievant is defined as a teacher, the Association, or any group of teachers acting as a class. The Association is the sole and exclusive agent for all grievances. Days used in this procedure shall mean work days, except that over the summer break, when day shall mean calendar days.

B. GENERAL PROVISIONS

1. The time limits provided for in this Article may be extended by written agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the limits may result in hardship to any party, the Board and Administration shall use its best effort to process such grievance prior to the end of the school term.
2. A grievant may act on behalf of himself and all others similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for all in the class.
3. A grievance may be withdrawn at any level without prejudice or record. No reprisal shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.
4. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend.
5. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or emailed.
6. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as

possible.

7. If a grievance appears to arise from the actions of an authority higher than an immediate supervisor, it may be submitted at Step II described herein.
8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
9. Failure at any step in this procedure of the Administration to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step.
10. A grievant shall be entitled to be represented at any formal level of this procedure by an Association representative. Should a grievant choose not to be represented, the Association shall have the right to be present at all steps of the grievance process to represent the contract.
11. This grievance and arbitration procedure shall be the exclusive remedy for any matter or dispute which is, could be, or could have been the subject of a grievance.

C. INFORMAL PROCEDURE

A teacher who feels he/she has a grievance, or an officer of the Association, if the Association feels it has a grievance, shall first meet informally with the principal or immediate supervisor in an effort to resolve the problem. A teacher has the right to have another bargaining unit member present at this meeting.

D. FORMAL PROCEDURE

Step I

If a grievance is not resolved at the informal step, the grievant may within ten (10) days of the date of the alleged violation submit a formal grievance to the grievant's immediate supervisor. Within five (5) days of receipt of the formal grievance, the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance. A copy of the disposition shall be given to the grievant, the Association representative, and the superintendent within this five (5) days period. If a grievance is not filed at Step I, or at Step II if appropriate, within ten (10) days of the alleged violation, the grievance shall be considered waived.

Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Step I. Any grievance not moved to the next step within the five-day limit shall constitute waiver of such grievance. Within five (5) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant

and then write a disposition of the grievance. A copy of the disposition shall be given to the grievant, the Association representative, and the immediate supervisor within this five (5) day period.

Step III

If the grievant is not satisfied with the disposition made by the Superintendent, the grievant may submit the grievance in writing to the Board President within ten (10) days after receiving the disposition by the Superintendent; a copy shall be given to the Superintendent, Treasurer, and the Association representative.

Any grievance not moved to the next step within the ten-day limit shall constitute waiver of such grievance. The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session, unless otherwise required by law. Such meeting shall be held at the Board's next regular meeting, but in no event less than five (5) nor more than twenty-five (25) days from receipt by the Board President of a Step III grievance.

The Board shall be entitled to be represented by counsel. The disposition of the grievance shall be written by the Board and given to the grievant by the Board President within ten (10) days following the meeting with the grievant. Grievances relating to Board policy shall not proceed beyond Step III.

Step III – Optional Mediation

If the grievant is not satisfied with the disposition made by the Superintendent, the grievant, the Association and the Superintendent may mutually agree in writing to mediate. If there is mutual agreement, the grievant shall within ten (10) days of the disposition by the Superintendent appeal the grievance to Grievance Mediation with the Federal Mediation and Conciliation Service (FMCS). Any grievance not moved to the next step within the ten-day limit shall constitute waiver of such grievance. The parties shall contact the local FMCS office to mediate the grievance. The parties will hold a mediation session as soon as practicable following the selection of a mediator, but in no event more than thirty (30) calendar days from the appeal date unless mutually agreed by the parties. In the event there are costs and expenses which may be incurred in securing and utilizing the services of a mediator, such costs will be shared by the Board and the Association. As of the date of the written agreement to submit the grievance to mediation, the timeline for appealing to Step IV shall be stayed until the end of the Grievance Mediation session.

Step IV

If the grievant is not satisfied with the Step III outcome, he/she may request arbitration by filing a written request with the Association (with a copy to the Superintendent) within five (5) days of receipt of the Board's Step III disposition or the end of the Step III mediation session. The Association shall have the exclusive right to determine whether to appeal the grievance to arbitration, making such appeal by filing with the Superintendent a written notice of appeal within ten (10) days of the grievant's receipt of the Step III disposition or end of the mediation session. Any grievance not appealed within the ten-day limit shall constitute waiver of such grievance.

Within five (5) days after the Superintendent's receipt of the request for arbitration,

representatives of the Board and the Association shall jointly petition the Federal Mediation and Conciliation Service for a list of at least seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Arbitrator decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, the Association and the grievant(s). The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator may rule on procedures related to teacher evaluation, but shall not substitute his judgment for that of the evaluator. The powers of the Arbitrator related to transfer and assignment of any employee shall be limited to ruling on questions of procedure.

The arbitrator shall in no way interfere with the Board rights as listed in Article V, Section A.

Costs for services of the Federal Mediation and Conciliation Service and of the arbitration hearing, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

The Association President or designee, and an individual grievant may attend an arbitration hearing that is scheduled during the school day without loss of pay or benefits. If more than two (2) teachers need to attend the hearing it will be scheduled to begin after the school day or on a non-school day.

Grievance forms will be found in Appendix E of this Agreement.

ARTICLE VIII - PERSONNEL FILES

- A. The personnel file for each teacher shall consist of a folder to be maintained in the Central Administration Office. This file shall be considered the only official file of recorded information on a teacher.
- B. A teacher shall have the right, upon request, to review his/her personnel file and may have a copy of any document(s) contained in the file.
- C. A teacher may examine his/her personnel file in the presence of the Superintendent or

his/her designee, and may not remove the file from the immediate office area. However, a teacher may have an Association representative present. Upon written authorization by the teacher, a representative of the teacher may review his/her file under the same conditions.

- D. Each document placed in the personnel file (other than routine informational documents, e.g., transcripts, renewed certificate) shall be dated and signed by the teacher and the person who created the document or caused it to be placed in the file, except where the teacher refuses to sign the document. A copy of any derogatory material will be given to the teacher before it is placed in his/ her personnel file. The fact that material in the file bears the teacher's signature does not indicate agreement or disagreement with the contents of the material, but only that he/she is aware of the document.
- E. Teachers have the right to submit written comments to any material placed in the personnel file and such written comments, within thirty (30) calendar days, shall be attached to the item in the file.
- F. A log will be maintained on the inside cover of each personnel file to record the date and identity, if available, of each person who examines a teacher's file (other than building principals, the superintendent, and the secretary to the Superintendent). The employee shall be notified within one (1) work day if his/her personnel file is accessed by other than the aforementioned persons. The following exceptions apply for public review:
 - 1. medical records;
 - 2. records pertaining to adoption, probation, or parole proceedings;
 - 3. trial preparation records;
 - 4. confidential law enforcement investigatory records;
 - 5. social security number; and
 - 6. records of which the release is prohibited by State or Federal law.
- G. Written material will be expunged from the personnel file if the teacher establishes that its content is false or has no basis in fact.
- H. No anonymous materials shall be placed in a teacher's personnel file.
- I. Teachers shall be informed of any complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The teacher shall have the right for inspection, rebuttal, and a conference with the Superintendent.

ARTICLE IX - REDUCTION IN FORCE

When the Board determines it is necessary to reduce the number of teaching positions because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, and/or territorial changes affecting the District, or by reason of a substantial shortfall in anticipated revenue the following procedure shall apply:

- A. Any reduction will first be accomplished through attrition insofar as possible, i.e., the

number of persons affected will be kept to a minimum by not employing replacements for teachers who retire, resign, or whose contracts are not renewed. The employment of replacements for some positions may be necessary, however, in the event that teachers in the District do not possess the necessary certification and qualifications for a position that needs to be filled.

- B. In the event further reduction in staff is considered necessary by the board, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent herein.
- C. Limited contracts shall be suspended before continuing contracts within each certified/licensed area.
- D. When suspending contracts, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Seniority shall be determined as the total number of years of continuous employment as a contract teacher with the District. Should two (2) teachers have identical dates of employment, the date the contract was signed shall determine the member with the most seniority. Should those dates be identical, then the date stamped on the application as received in the office of the Superintendent shall determine the member with the most seniority. Part-time service will accrue seniority based on time worked.
- E. When a reduction is made in any area, all teachers certified/licensed in that area must be considered in accordance with the provisions of this Agreement. No teaching certificate/license will be considered, however, unless on file with the Treasurer of the District.
- F. If the Board considers suspending a teacher's contract through reduction in force, the Superintendent will notify the affected teacher(s) in writing at the earliest practicable time but in no event less than thirty (30) days prior to formal action by the Board, that suspension of contract is being considered. Such initial notification will be in the following form. "This is to notify you that suspension of your contract of employment is under consideration due to reduction in staff." The notice shall also include a statement of why the teacher was selected. The Association President shall receive a copy of this notice. Upon request of the Association President, the Superintendent shall meet with the Association President to discuss the proposed reduction in force. If the Association believes the Board has violated this Article in implementing a reduction, it must file a grievance demanding arbitration within one (1) week of the Board's formal action. Such demand shall be treated as an appeal to arbitration under Step IV of Article VII, Section D of this Agreement and the parties immediately shall request a list of seven (7) arbitrators and make the selection per step IV of the grievance procedure.
- G. If a limited contract teacher is suspended because of reduction in force, that teacher's name will be placed on a recall list for a period of two (2) years from the teacher's last payday. Continuing contract teachers shall remain on the recall list until they are rehired, refuse re-employment as a full-time teacher or a position equivalent to his/her previous position, resign, or do not respond within the time limit set forth in this Section. If a position becomes available during that period, a qualified teacher on

the list shall be notified in writing by registered mail, sent to his last known address on school district records, keeping the address current being the teacher's responsibility. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Vacancies will not be posted until after open positions are offered to qualified teachers on the recall list. Teachers whose continuing contracts are suspended shall have their rights of restoration of continuing contract status when returning to the District. In determining whether a teacher is qualified for re-employment, the Board will employ in reverse order the same criteria it established to determine lay-off order. A written offer of recall shall be given by personal service on the teacher or by certified mail, return receipt requested and return of undelivered mail, return of mail not picked up at the post office within five (5) days. The teacher will accept or reject the appointment in writing within ten (10) days after receipt of notification or upon notice to the Board that the letter was returned undelivered to the post office. If the appointment is accepted, the teacher will receive a written contract within twenty (20) days of receipt of the teacher's acceptance by the Board. If the teacher rejects the appointment offer or does not respond according to procedure within the above time limit, the name of the teacher will be removed from the recall list and his or her employment rights shall be extinguished.

- H. A teacher who is recalled shall be credited with accumulation and years of service for salary schedule placement he/she had prior to reduction.

ARTICLE X - PHYSICAL EXAMINATIONS

The Board agrees that if any employee is required by the Board to have a physical examination or x-ray, the Board shall pay the cost of such x-ray or examination.

ARTICLE XI - NONRENEWAL OF REGULAR CONTRACTS

- A. After two (2) years under regular contract in the District, no teacher shall be nonrenewed for an arbitrary, capricious or whimsical reason(s). A nonrenewal of a regular contract in the first and second year of a teacher's employment is subject to grievance arbitration with respect to compliance with evaluation procedures and the procedure of O.R.C. 3319.11 (A-F and G 1-6) only. A teacher who is nonrenewed after two (2) years of regular contract employment may demand grievance arbitration on whether the Board nonrenewed for an arbitrary, capricious or whimsical reason and on whether there was compliance with evaluation procedures and the procedure of O.R.C. 3319.11 (A-F and G 1-6).
- B. Grievance arbitration under this Article shall be in lieu of appeal to court under O.R.C. 3319.11 (G)(7). The demand for arbitration must be filed with the Superintendent within five (5) work days of the teacher's receipt of notice of Board action under O.R.C. 3319.11 (G)(6). The arbitrator shall then be selected and operate within the language of Step IV of Article VII, Section D of this Agreement.

ARTICLE XII - ELIGIBILITY FOR CONTINUING CONTRACT

Teachers shall be eligible for continuing contract status in accordance with O.R.C. 3319.08 and 3319.11, provided that no teacher shall be deemed eligible for a continuing contract nor be deemed employed on a continuing contract by operation of law unless prior to the April regular Board meeting of the year in which the teacher's limited contract expires, the teacher has submitted to the Superintendent proof of continuing contract eligibility under O.R.C. 3319.08 and 3319.11. The teacher will then be considered eligible for a continuing contract, but no continuing contract shall be issued unless the Superintendent recommends a continuing contract.

A teacher who is not eligible for a continuing contract before the regular April Board meeting but who expects to be eligible before the following April has the right to request that the Board re-employ him/her on a one-year limited contract rather than a longer contract, in order to be considered for tenure the following year, if he/she becomes eligible. Such a one-year contract shall not be considered to be an "extended limited" contract under O.R.C. 3319.11.

ARTICLE XIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each regular contract teacher shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1-1/4) days of each completed month of service. Employees may use sick leave, upon approval of the Superintendent for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, or illness or death in the immediate family and shall be cumulative up to two hundred and twenty (220) work days. Each teacher who has no accumulated sick leave shall be entitled to an advancement of five (5) sick days in a school year, to be charged against the sick leave he/she subsequently accumulates under this Section.
2. Each teacher having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at a rate of one and one-fourth (1-1/4) days per month for so long as he/she is on paid status.
3. Any teacher who preceding his/her employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit for up to 220 days for the sick leave accumulated in previous employment as shown in the records of the last employing organization.
4. Teachers absent when school is canceled shall not be charged with sick leave.
5. A teacher's immediate family is defined to include, regardless of residence, father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, a minor child under foster care, and a minor child of whom the employee has legal custody. A teacher may use up to two (2) days of sick leave in a school year to attend the funeral(s) of an aunt, uncle, niece or nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or

grandparent-in-law.

6. The Superintendent may require a certificate from the teacher and, if medical attention is required, the certificate must list the name and address of the attending physician. The Superintendent may require a physician's certificate to justify the teacher's use of sick leave or continuation on sick leave, where the teacher has used five (5) consecutive days of sick leave or fifteen (15) days of sick leave in a school year.
7. Sick Leave Bank

Subject to approval of the Superintendent, any teacher with twenty (20) or more days of accumulated sick leave may, in a particular school year, give up to five (5) days of such leave to an eligible recipient to be used for the recipient's personal catastrophic illness or injury or for their spouse or child's personal catastrophic illness or injury. An "eligible recipient" is a teacher who (A) has completed at least one (1) year of service in the District as a regular contract teacher, and (B) has exhausted all accumulated or advanced sick leave credit; provided, however, that no recipient shall receive more than thirty (30) days over the total course of his/her employment by the Board. For this purpose, "catastrophic illness or injury" means a truly extraordinary illness or injury that is life-threatening or long-term in nature and that requires urgent and ongoing medical care. By way of example, a diagnosis of cancer is not inherently catastrophic, but could be deemed catastrophic if disabling or life-threatening; similarly, a pregnancy or childbirth is not inherently catastrophic, but a life-threatening or long-term and disabling pregnancy-related complication could be deemed catastrophic. Any sick leave given under this paragraph will be forever forfeited by the giving teacher, and approval of the Superintendent under this paragraph will not be withheld arbitrarily or capriciously.

B. PREGNANCY/CHILDBIRTH LEAVE

1. A teacher may use her accumulated sick leave for absence on account of her pregnancy or childbirth. Ordinarily, a teacher will be eligible for sick leave for maternity purposes during the two (2) calendar weeks prior to the expected delivery date and for the six (6) calendar weeks after the end of the pregnancy or some other combination of sick leave immediately prior to delivery and/or after the pregnancy not to exceed a total of eight (8) weeks.
2. If a pregnancy-related disability extends beyond the periods listed in 1, above, the Superintendent will allow use of accumulated sick leave for such absence upon receipt of satisfactory medical evidence of the teacher's disability.
3. If a teacher has insufficient sick leave to cover the periods of time specified in paragraphs 1 and 2 above, the Board, upon the teacher's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability.
4. A teacher returning from maternity leave shall be placed in her prior position, if feasible, or in a comparable position for which she holds certification.

5. A teacher may use accumulated sick leave for absence due to the birth of his/her child, not to exceed a total of two (2) weeks.

C. ADOPTION LEAVE

A teacher who adopts a child who has not previously resided with the teacher or the teacher's spouse may use accumulated sick leave for absence on account of the adoption. The duration of such leave shall not exceed eight (8) weeks, of which up to five (5) days may be taken prior to actual placement of the child with the remainder to be taken immediately upon placement. In the event the child is of school age, the duration of the teacher's leave shall end prior to eight weeks, on the day prior to the day the child first attends school.

D. CHILD CARE LEAVE

The Board shall grant an unpaid leave, upon a teacher's written request, to care for a newborn or a newly-adopted preschool child. The teacher must submit his/her request at least thirty (30) days before the beginning of the intended leave, if possible. The expiration of the leave must coincide with the end of a semester or school year, but the leave cannot exceed two (2) semesters. The teacher may return to service earlier upon agreement of the Board. The teacher may continue group insurance coverage when on an approved unpaid leave by timely payment to the Board Treasurer of the monthly premium cost.

E. FAMILY AND MEDICAL LEAVE ACT

A teacher may use family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 as follows:

1. A teacher desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice must specify that "Family Leave" will be the type of leave taken.
2. During the leave, for up to twelve (12) weeks per twelve-month period as defined in paragraph 4 below, the Board shall continue to pay the contribution it makes for a teacher under Article XVII of this Agreement to continue participation in life, dental, and health insurance. The teacher must pay the employee portion of the premium for any such insurance to the Board Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay the employee contribution, the Board will not be obligated to contribute its share to maintain the coverage.
3. Instead of taking family leave, a teacher may opt to take an unpaid child care leave under Section D of this Article, if eligible for such leave. However, a teacher is not eligible to take leave under Section D if, during the preceding twelve (12) months, the teacher has taken family leave.

4. The twelve-month period during which an eligible teacher may take family leave is a twelve-month period from July 1 to June 30.

F. PROFESSIONAL LEAVE

1. Request for Leave

- a. Teachers may attend approved professional meetings, conferences, or visitations which provide the opportunity to advance professionally.
- b. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave. For this purpose, the maximum amount for meals will be not more than \$32 for a full-day leave, inclusive of reasonable travel time, and not more than \$16 for a leave of five (5) hours or less, inclusive of reasonable travel time. With respect to lodging, not more than two (2) persons will be required per room.
- c. Request for professional leave shall be submitted in writing on forms which shall be available at the principal's or Superintendent's offices. (See Appendix H) Requests shall be initiated at the principal's office at least thirty (30) days prior to the leave. After consideration, the principal will forward the request to the Superintendent. However, when the absence of the principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.
- d. Exception to the thirty-day advance notice may be allowed if the teacher can demonstrate that he/she did not receive adequate advance notice.
- e. Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned and will not be considered until completed and resubmitted.

2. Reimbursement Requests

Reimbursement will be paid for the actual, necessary and reasonable expense of:

- a. Commercial carrier fare, as supported by receipts, or mileage for use of personal vehicle based on the reimbursement rate per adopted Board policy, whichever is least expensive.
- b. Meals and lodging as supported by receipts, up to the limit annually adopted by the Board.
- c. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to conduct official District business, as supported

by receipts.

- d. The teacher shall apply for reimbursement within thirty (30) days of the leave on a form provided by the Board, (See Appendix H) which form shall contain a section for the teacher's narrative evaluation of the meeting or visitation.
3. If the professional leave is disapproved solely for cost reasons, the requesting teacher may take an otherwise approved professional leave without loss of pay or benefits, but the teacher must bear the costs of taking the leave (except for the cost of a substitute, if any).

G. PERSONAL LEAVE

1. A teacher shall be entitled to three (3) days of paid personal leave per school year to be used for matters which cannot be scheduled outside of school hours. A teacher who does not use all personal leave days in a given year may carry over one (1) day of such leave into the next succeeding school year. The maximum number of personal days to which a teacher may be entitled in any school year is four (4).
2. Except in the case of an emergency, written notice of a teacher's intent to use a personal day must be given to the immediate principal or Superintendent at least twenty-four (24) hours in advance. Personal leave may be used to extend any holiday, a vacation period (such as Christmas, spring, and summer breaks), or leave of absence, if approved in advance by the Superintendent, in his/her sole discretion. In these circumstances, documentation justifying personal leave use may be required by the Superintendent.
3. Personal leave may be used on a make-up day scheduled because of unexpected closures due to inclement weather or calamity.
4. Personal leave may be used in half day or whole day units (for this purpose "half day" is defined as before the teacher's scheduled lunch or after lunch).
5. If a teacher is hired after the first semester, he/she will receive half the contractual personal leave days.
6. No more than fifteen percent (15%) of teachers District-wide may use personal leave on the same day; if more than this limit applies, approval will be granted on a first come, first serve basis, except in a case of extreme emergency or circumstance beyond the individual teacher's control. For purposes of determining which request is first, teachers may begin submitting requests for personal leave use on August 1 of the current school year.

H. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by O.R.C. Title Twenty-Nine (29).

2. Pursuant to and in accordance with O.R.C. 3319.143, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he/she is physically able. Assault leave shall not be charged against sick leave earned under O.R.C. 3319.141. The teacher shall be granted assault leave and be maintained on full-pay status during such absence, up to a maximum of thirty (30) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from such premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his/her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding such assault, sign such statement, and present it to the building principal or Superintendent.
 - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
 - d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - e. Teachers shall not be permitted to accrue assault leave.
 - f. Payment for assault leave shall be at the teacher's rate of pay in effect at the time of the assault.
 - g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under O.R.C. Chapter 4123 (Worker's Compensation), except to the extent the assault disability exceeds the days allowable under paragraph 2 above.

I. JURY DUTY LEAVE

The Board shall pay teachers the difference between their regular compensation and the remuneration received for serving as a juror.

J. MILITARY LEAVE

A military leave of absence will be granted to a teacher in accordance with O.R.C. 3319.14 and any other provisions of law that may apply.

K. UNPAID LEAVE

A leave of absence without pay for up to and including ten (10) work days may be authorized by the Superintendent. Any such leave for more than ten (10) days shall require Board approval.

L. SUBPOENAED ABSENCES

Teachers subpoenaed to testify in employment-related court litigation (except in cases where the teacher has sued the Board or is appearing on behalf of a teacher who has sued the Board) shall be entitled to leave under this Section. In a grievance arbitration the grievant, the Association President (or President's designee), and other bargaining unit employees (if subpoenaed to appear as witnesses) shall be entitled to leave under this Section except where coverage of the absent employees' work responsibilities would require more than two (2) substitute teachers (see Article VII, Section D, Step IV of this Agreement).

M. ATTENDANCE INCENTIVE

A full-time teacher who maintains perfect attendance for an entire school year will be paid an attendance bonus of four hundred dollars (\$400) (less applicable payroll withholdings) on the last regularly scheduled payday in June. For purposes of the provision, only absences due to approved professional leave, and mandatory jury duty service will not be counted against the teacher's perfect attendance.

ARTICLE XIV - PROFESSIONAL DEVELOPMENT

- A. Any teacher who earns semester hours or quarter hours credit from an accredited college or university between September 1 and August 31 can receive reimbursement for each semester hour (maximum fifteen (15) hours) or for each quarter hour (maximum fifteen (15) hours) per school year earned following completion of eligible course work and submission of a transcript or record of same and receipt showing payment for course up to the following dollar maximum:

	Semester Hour	Quarter Hour
Undergraduate	\$175	\$140
Graduate	\$200	\$155

New rates apply to courses for the fall quarter or semester. The Superintendent may, in his/her sole discretion, permit reimbursement in excess of fifteen (15) semester hours or fifteen (15) quarter hours in a school year, if funds are available.

- B. Courses must be taken in the field of education, or related to the individual's field of certification. The Superintendent shall have the final authority in determining if reimbursement requests meet the criteria of eligibility as outlined in this paragraph. Request for reimbursement must be made within two weeks of the beginning of class.
- C. The following shall be the schedule of reimbursement for teachers eligible for professional growth assistance:
 - 1. courses taken during the fall and winter of a school year shall be reimbursed September 15 of the subsequent school year;
 - 2. courses taken during the spring and summer of the school year shall be reimbursed January 30 of the subsequent school year.
- D. A teacher leaving the District prior to payment or during the school year of payment shall forfeit and/or repay to the Board on a pro rata basis for that portion of the school year uncompleted any tuition reimbursement that was or would have been eligible to be received.
- E. Approved requests for tuition reimbursement will be paid on a first come, first serve basis, not to exceed \$25,000.
- F. If the Administration requests a teacher to obtain a new certification and the teacher agrees to pursue the certification, then the School District will pay for all items—including, but not limited to: tuition, book fees, lab fees, parking fees, internet, access fees (if accessed by an educational provider for the certification requirement), certification expenses, Praxis (or alias name referring to final qualification test) and mileage/meal expenses as listed in this Agreement under this Article—which would be involved in obtaining this new certification. The payment of required coursework for the new certification would not count against the professional development fund that is set aside for teacher professional development.

ARTICLE XV - EMERGENCY PERIOD SUBSTITUTES

If regular substitutes are not available, teachers may be requested, but not required, to serve as period substitutes during their regularly scheduled preparation periods. Requests for period substitutes shall be made as far in advance as possible.

ARTICLE XVI - TEACHER EVALUATION

- A. The Board shall implement and maintain an evaluation procedure, which shall be consistent with O.R.C. 3319.111 and 3319.112 for teachers. Teachers who are subject to the Ohio Teacher Evaluation System shall be evaluated in accordance with Section E and Appendix K. The Board shall not change the evaluation procedure currently in effect unless it first bargains with the Association in good faith with respect to proposed changes in the procedure. Such bargaining may be initiated by written notice from the Superintendent to the Association President. Bargaining shall be conducted by a joint committee of six (6) persons, three (3) appointed by the Association and three (3) by the Superintendent, and shall be subject to the procedure outlined in Article III of this Agreement.
- B. Any evaluation procedure for teachers must have the following elements at a minimum:
1. Each teacher shall receive at least one (1) written evaluation every school year, unless fewer evaluations are permitted by law and Board policy. At least two (2) classroom observations shall be held before the evaluation is completed. Unless otherwise determined by the Superintendent, the evaluation will be done by the principal of the school to which the teacher is regularly assigned; if the teacher is regularly assigned to more than one (1) school, the evaluation may be done by the principal of any school to which the teacher is regularly assigned. Where possible, the evaluator shall remain the evaluator for the entire evaluation cycle.
 2. The teacher, within three school days of receipt of the evaluation, may submit comments to be attached to the evaluation and kept with it in the teacher's personnel file.
- C. Only compliance with the adopted evaluation procedure (as it may be modified from time to time) is subject to the grievance procedure.
- D. HIGH QUALITY STUDENT DATA (HQSD) COMMITTEE
1. The Association and the Board agree to establish a HQSD Committee for the purpose of establishing guidelines and assessment measures to be used in the HQSDs and to approve HQSDs.
 - a. Committee members will be selected by the Association.
 - b. Committee members will be representative of elementary, middle school, secondary, and specialty areas when possible.
 2. Compensation.

Any committee work up to ten (10) hours performed outside of the contractual work day shall be paid as specified in the negotiated agreement under Article XXIV – Hourly Rated Positions and will be at the same rate as LPDC members.

E. OHIO TEACHER EVALUATION SYSTEM (OTES) 2.0

1. The evaluator will not be a bargaining unit member.
2. Evaluation Process and Timelines
 - a. No information shall be collected through use of videotaping or audiotaping without the teacher's knowledge and consent in lieu of a direct evaluation observation.
 - b. An attempt will be made to have the first observation and classroom walkthrough completed by December 15th; the second evaluation and walkthrough and any necessary third observation will be completed by May 1st.
 - c. All formal observations shall be announced. A pre-conference may occur between the teacher and the evaluator prior to the observation. Pre-conferences, if held, will occur prior to the observation. Both the teacher and evaluator must agree if the pre-conference is not held.
 - d. Other than the final observation, a post-observation conference shall be held within ten (10) work days or at other mutually agreed upon times, unless both the teacher and evaluator agree to forgo the post-observation conference. Teachers may provide evidence to be utilized to inform the evaluator's rating.
 - e. Following the final observation, which must be at least thirty (30) minutes in length, the evaluator shall hold a conference with the teacher to discuss the evaluation. For purposes of this provision, "final observation" means the last observation held before the evaluation is completed. The written evaluation will be given to the teacher by no later than May 10. The evaluator and teacher shall both sign the evaluation, but the teacher's signature shall not constitute agreement with its contents.
 - f. A teacher may request, and the Board will provide access to, all public records associated with an observation or evaluation. Such records will be provided within two school days.
 - g. Except in extraordinary circumstances, no formal observation shall be conducted on the day before or after the following:
 - Administration of state standardized testing;
 - Thanksgiving Break;
 - Christmas/Winter Break;
 - Spring Break; or
 - Extended leave of absence.
3. Walkthroughs.
 - a. Data gathered from the walkthrough will be shared with the employee.

- b. At the request of the teacher or evaluator, a formal debriefing shall occur to discuss the data provided to the teacher by the evaluator following a walkthrough.
4. The Administration may elect not to conduct an evaluation of a teacher who was on leave from the school district for fifty percent or more of the school year, as calculated by the Board.
5. The Administration will not conduct an evaluation of a teacher who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1st of the school year in which the evaluation is otherwise scheduled to be conducted.
6. The Superintendent will report to the Ohio Department of Education only the information required by O.R.C. 3319.111(G), or as otherwise required by law.
7. A teacher shall be entitled to Association representation at any and all conferences held during the OTES process in which the teacher will be advised of an impending personnel action.
8. The Administration may elect not to conduct an evaluation of a teacher who is participating in the resident educator program during the year during which that teacher takes, for the first time, at least half of the performance-based assessment required for resident educators.
9. Professional Growth and Improvement Plans
 - a. A teacher who is rated Accomplished will be evaluated once every three years, provided that the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan. Such teacher shall have one observation and one conference and may choose their credentialed evaluator.
 - b. A teacher who is rated Skilled will be evaluated once every two years, provided that the teacher and evaluator jointly develop a Professional Growth Plan, and the evaluator determines the teacher is making progress on that plan. Such teacher shall have one observation and one conference and may provide input their credentialed evaluator.
 - c. A teacher with a rating of Developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.
 - d. A teacher with a rating of Ineffective will be placed on an improvement plan by the assigned evaluator.
 - e. The district has discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. If an Improvement Plan will be implemented mid-year, consideration will be given to eliminating the Professional Growth Plan.

- f. In the event that the teacher and evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the teacher may request the Superintendent to facilitate further discussion between the teacher and the evaluator.
- 10. No teacher will be required to complete a self-assessment.
- 11. Annually, before an employee's first pre-observation conference, the Board will provide training on the components of the OTES 2.0 evaluation.

F. INSTRUMENT FOR ADMINISTRATIVE IMPROVEMENT

Before April 1 of each year, each building principal shall circulate a written instrument for teacher input for his/her self-appraisal and improvement. If completed, appraisals shall be signed and submitted to the Superintendent. These appraisals are public documents.

G. GUIDANCE COUNSELORS

Guidance counselors shall be evaluated consistent with state law, Board policy, this Agreement and the Ohio School Counselor Evaluation System.

ARTICLE XVII - INSURANCE & HEALTH BENEFITS

A. LIFE INSURANCE

One-half time or over employees on regular contract shall receive life insurance in the amount of \$25,000 double indemnity, at least equal to the coverage presently provided by Dearborn Life. One-half time means a work schedule of at least 3.75 hours per day for a full year or the equivalent total hours for the year. (Such insurance shall include provisions for double indemnity in the case of accidental death; disability coverage benefit; and conversion privilege, as well as guaranteed insurability.)

B. MEDICAL INSURANCE

Employees may enroll in any health benefits plan offered by the Allen County Schools Health Benefits Consortium Plan. Information can be found in the Allen County Schools Health Plan description (currently <https://benefits.plansource.com>).

If the state of Ohio or the federal government enacts legislation affecting the provision of health care benefits to school employees, and the Board determines to leave the Allen County Schools Health Benefits Consortium Plan, then sections B-D of this Article become ineffective when the legislation takes effect or when the Board determines to leave the consortium, whichever occurs first.

All notices to comply with federal and state insurance mandates will be emailed to all staff members.

C. DENTAL INSURANCE

All employees on a regular (full-time or part-time) contract shall be eligible to receive dental insurance at least equal to coverage presently provided. Plan information can be found in the Council of Allen County Schools Health Plan Consortium, Dental summary Plan Description (currently <https://benefits.plansource.com>).

D. BOARD CONTRIBUTION

1. The Board will pay 80% and the employee will pay 20% of the monthly cost for single or family coverage Dental Insurance.
2. The Board's contribution to the cost of medical insurance shall be:
 - a. For enrollment in the MDHP plan, a dollar amount equal to seventy-eight percent (78%) of the premium funding cost for single or family coverage.
 - b. For enrollment in any plan that is less costly per month than the MDHP plan, ninety percent (90%) of the monthly premium funding cost.
 - c. For enrollment in any plan that is more costly than the MDHP plan, the dollar amounts set forth in (2)(a) above.

E. FLEXIBLE SPENDING/HEALTH SAVINGS ACCOUNT/ STIPEND

The Board will pay to all insurance eligible employees an amount not to exceed \$1,250 per calendar year, to be directed by the employee to a flexible spending account, a health savings account (HSA), or as a stipend. In order to be eligible for the HSA deposit in January of that insurance year, the employee must participate in a high deductible plan with an HSA for the entire insurance year. Employee contributions to an FSA or HSA will be pre-tax, consistent with current IRS regulations and contribution limits.

Employees may contribute pre-tax dollars to their flexible spending account with a roll-over available up to the maximum allowable by law, if elected by the Board. If elected by the Board, the employee will be notified during the enrollment period.

F. LEAVES OF ABSENCE

During the time of an approved leave of absence, the Board shall not provide fringe benefits other than those required by law to an employee. If the employee wishes to continue uninterrupted fringe benefit programs during a leave, payment for the cost of the benefits can be made to the Board Treasurer.

G. DURATION OF COVERAGE

Group insurance coverage shall become effective on the teacher's first day on the active payroll and shall continue, if the teacher has applied for and is eligible for coverage, to the end of the month in which the teacher's separation from employment is effective; provided, however, that teachers whose limited contracts are nonrenewed shall continue with group insurance coverage so long as they are

on the active payroll. Insurance coverage shall continue in effect while a teacher is on paid leave. When a teacher is on an unpaid leave, the teacher may participate in group insurance coverage by paying the monthly premium to the Board Treasurer. Such remittance shall not be required more than thirty (30) days in advance. Teachers may continue to be eligible for participation in group insurance after separation from employment pursuant to federal law.

H. PART-TIME EMPLOYEES

While part-time employees may elect to receive full benefits under Sections B and C of this Article, the Board's maximum monthly contribution to premiums, FSAs/HSAs, or stipends under Section D of this Article on behalf of a part-time employee shall be prorated (that is, the work time percentage that the employee's part-time contract bears to that of a full-time employee's contract shall be the percentage payable by the Board of the maximum amount the Board would pay under Section D on behalf of a full-time employee.

I. CHANGES IN COVERAGE

An election to participate or not participate in an insurance fringe benefit program may be made only in accordance with the particular plan. An election by a participant to change from family to single coverage may be made at any time; an election to change from single to family coverage may be made only during the open enrollment period unless prompted by a qualifying event (such as getting married, having a baby, or losing health coverage) at some other time of the year.

ARTICLE XVIII - SEVERANCE PAY

A. An employee retiring from the District will be paid upon retirement at the daily rate earned in the last year of employment for 25% of accumulated sick leave days. Maximum days of severance pay authorized shall not exceed fifty-five (55). The employee may receive his severance pay by either one sum within thirty (30) days of retirement or one sum by January 15 of the year following retirement. Such conversion of sick leave to severance pay will eliminate all sick leave accrued but unused by the teacher. Severance pay shall be a one-time, lump-sum payment to eligible employees according to the following criteria.

1. The employee retires from the District.
2. A teacher shall be deemed to have "retired" under this Article when he/she has been approved for service retirement by STRS or has been determined to be qualified for disability benefits by STRS.
3. The individual must within one hundred twenty (120) days of the last day of employment prove acceptance into the retirement system by submitting a copy of the first retirement check.
4. The employee must have not less than ten (10) years of service with this District, the State, and/or its political subdivisions.

- B. Any employee who meets the service requirements of Section A above and who dies while in the employment of the District, shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of severance pay as described in this Article shall be made in the manner prescribed in O.R.C. 2113.04.

ARTICLE XIX - WORK YEAR/WORK DAYS

- A. The regular teacher work year shall consist of one hundred eighty-three (183) workdays unless altered by State law. A calendar committee consisting of the Superintendent, three (3) representatives appointed by the Superintendent, and three (3) representatives appointed by the Association, shall meet and develop a calendar(s) for recommendation to the Board for adoption.
- B. The regular on-duty teacher workday shall not exceed seven (7) hours and thirty (30) minutes, inclusive of thirty (30) minutes for lunch. During lunch, the teacher shall not be required to perform any school activity. The workday shall be scheduled between 7:45 am. and 4:00 p.m. Teachers may be required to attend other school functions, such as open house, parent-teacher conferences and teachers' meetings (with at least 24-hour notice), but not beyond 9:00 p.m. or weekends.
- C. Each full-time non-hourly bargaining unit employee will be granted at least two hundred (200) minutes of planning time per five-day week in blocks of no fewer than fifteen (15) minutes. The Administration will strive to schedule blocks of no fewer than thirty (30) minutes when feasible.
- D. Any individual on an approved paid leave when school is closed will not be charged time from his/her accumulated leave and, further, will not be docked for that day's pay.

ARTICLE XX - VACANCY POSTING AND SELECTION PROCEDURE

- A. The Superintendent or Board shall determine whether a vacancy exists and whether to fill a vacancy, including the determination whether a leave of absence creates a vacancy.
- B. The Superintendent shall prepare a list of all certificated vacancies, supplemental positions listed in Appendix D and any newly-created supplemental positions which involve the regular performance of an extra duty on a salary basis, such as coaching or club advising, as soon as they become known. A copy of this list shall be emailed to all staff. The list shall include the following information:
 - 1. Position(s) available;
 - 2. Requirements for job;
 - 3. Deadline for application;
 - 4. Effective starting date; and
 - 5. Any additional pertinent information.

- C. Any teacher shall, upon request, be emailed or mailed a copy of the list of vacancies and/or newly-created positions during the summer when school is not in session. Teachers shall have seven (7) work days after the date of posting or mailing, as the case may be, to submit a written request to be considered for the position.
- D. No administrator shall make a final recommendation to the Superintendent or the Board until current teachers who make application for a vacancy have had an opportunity to interview for the available position. During the summer months that interview may be conducted by telephone.
- E. A teacher returning from an approved leave of absence shall be assigned to the same or similar position to that which he/she held prior to the leave, if such a position exists; otherwise, the teacher will be assigned to a position for which that teacher is certified.
- F. Before the end of a regular school year, the Superintendent or his designee shall notify teachers under regular contract of their assignments for the next school year. If there is a significant change in the teacher's assignment for the next year after the initial notice (such as a change in grade level or change in general subject area to be taught), the Superintendent or his designee will notify the teacher of the change(s).
- G. A teacher may request a transfer in writing to the Superintendent. In filling vacancies the Superintendent will consider, among other factors, the applicants' seniority. When a teacher is reassigned, the teacher shall not be required to move furnishings, equipment or supplies; a teacher who so requests will also not be required to move personal items related to teaching with the understanding that the Board shall not be liable for any accidental damage and that the teacher is responsible for any special packaging requirements.
- H. If mutually agreeable, coaches within the same sport and gender of sport can switch coaching positions without posting either position, pending Board action.
- I. The Board in its sole discretion may assign teaching to the Technology Coordinator so long as no teacher's teaching contract is suspended as a result.

ARTICLE XXI - SUPPLEMENTAL CONTRACTS

- A. Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on supplemental contracts. These contracts shall be separate from and in addition to the regular teaching contract. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board. If the Superintendent intends to recommend the same teacher for re-employment for the same duty, the position need not be posted in accordance with Article XX. The supplemental contract shall include:
 - 1. Year contract will be in force;
 - 2. Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.);
 - 3. Step and percentage by which compensation will be paid; and
 - 4. Signature of the employee and date of signing.

- B. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule attached hereto as Appendix D. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association.
- C. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will bargain in good faith with the Association with respect to the salary for the position.
- D. A supplemental contract will be payable as follows:
 - 1. Year-round positions with duties distributed throughout the school year will be paid in one lump sum at the end of the contract year or year round in approximately equal pays, at the employee's option, for the remainder of the year commencing with the second pay following the signing of the contract.
 - 2. All other supplemental positions with duties only during part of the school year (fall, winter and spring) will be paid in full at the end of the season. The salary will be paid, upon approval by the attending supervisor, at the conclusion of the season. Such compensation will be paid by separate check and may occur on a day other than a regularly scheduled pay day but no later than during the week following the pay day in question.

ARTICLE XXII - REGULAR SALARIES

A. SALARIES

Regular salaries are set forth on the schedules attached as Appendixes A, B, and C.

For the 2024-2025 school year (Appendix A) there will be a 4.25% increase in the teacher base salary. For the 2025-2026 school year (Appendix B), there will be a 4.25% increase in the teacher base salary. For the 2026-2027 school year (Appendix C), there will be a 4.25% increase in the teacher base salary.

B. SALARY SCHEDULE PLACEMENT

Effective at the beginning of each school year, teachers shall be credited with one year service credit as compared to their service credit in the prior school year and be advanced vertically, as applicable, on the salary schedule. In order to advance, a teacher must have actually worked or been in an approved paid status at least one hundred twenty (120) work days under regular contract during the prior year.

C. STRS PICK-UP

The Board will continue its current practice of picking up each teacher's mandatory STRS contributions using the salary restatement method of implementation.

ARTICLE XXIII - PAYROLL PRACTICES

- A. Upon individual written authorization, teachers may participate in payroll deduction for Allen County Credit Union and Income Protection Insurance. Payroll deductions may also be authorized for tax-sheltered annuities for which at least five (5) employees enroll.
- B. Regular teacher salaries shall be paid by electronic fund transfer on a bi-weekly basis, with transfers to be dated and received every other Friday. When Friday falls on a legal holiday, the transfer will be dated the preceding day. Verification of the electronic direct deposit will be provided via email only.
- C. If a payday falls on a holiday when banks do not accept transfer of funds, the electronic fund transfer will occur on the immediately preceding weekday when the transfer can be accepted.
- D. Itemized deductions, all deductions for use of sick leave and personal leave, and the teacher's accrued unused sick leave and personal leave shall be set forth on the teacher's direct deposit notification. Such notification will be emailed when school is not in session.
- E. Any errors in a teacher's pay will be corrected as soon as possible. The teacher shall not have to wait for the error to be corrected in the following pay period.
- F. Each teacher, other than tutors paid on an hourly basis, shall be paid a salary as set forth on the salary schedule, with experience calculated as herein provided. Initial placement for a teacher shall be at Step 0 unless the teacher has prior service as a full-time or regular part-time teacher under contract in a school for which the Ohio law recognizes service credit. For each school year in which the teacher actually has worked at least one hundred twenty (120) days under regular contract in such a school, the teacher shall be given one (1) year's service credit for up to three (3) years. If the teacher has additional prior teaching service, the Board shall determine how many years of vertical service credit, if any, beyond three (3) will be awarded, with the further understanding that this provision will not operate to change the vertical placement of an incumbent employee.
- G. Part-time teachers, other than persons performing hourly-rated work, shall be paid an annual salary pro rata based on the salary schedule.
- H. The teacher shall be paid after deductions that are required by law and the following voluntary deductions for:

Tax Sheltered Annuity	1st pay
Alien County Credit Union	All pays
Voluntary political (see Article IV)	All pays
Association Dues (see Article IV)	20 pays
Other Insurance Policies	1 st and 2 nd pay

Health insurance (if cost exceeds the Board contribution and is at least \$5.00 per month, it will be deducted from the 1st and 2nd pay of the month, and if less than \$5.00, will be deducted out of the 2nd pay per month).

With respect to tax-sheltered annuities, a teacher may elect by written notice to the Treasurer to have the deduction made from the first and second pay if the monthly contribution exceeds Two Hundred Dollars (\$200). Deductions will not be made with respect to a new annuity company unless at least five (5) teachers authorize deductions as to that company; however once the minimum participation requirement is satisfied, deductions will continue unless employee participation as to that company drops to zero, in which case the five-person minimum participation requirement will again apply as a condition of having deductions made. In addition, the Board will permit a conversion by a new teacher transferring in from another Ohio school district without regard to the normal minimum participation requirement for company eligibility, with the further understanding that deductions with respect to such a company will continue to be made unless participation as to that company drops to zero, in which case the five-person minimum participation requirement will apply as a condition of having deductions made. In all cases, deductions with respect to tax-sheltered annuities must conform with all Internal Revenue Service and other legal requirements.

- I. Horizontal movement on the teachers' salary schedule to another column will be approved in September and January. To qualify for approval in September the employee must submit all necessary documentation (i.e., a transcript or diploma confirming the award of an MA degree or a grade report for additional hours in the absence of a new degree) to the Superintendent by not later than August 31; to qualify for approval in January, the employee must submit all necessary documentation to the Superintendent by not later than December 31. If all such documentation is timely submitted, the employee will be compensated on the new column effective September 1 or January 1, whichever is applicable.
- J. The Board shall reimburse an employee once every five (5) years for costs incurred by the employee for required background checks up to sixty dollars (\$60).

ARTICLE XXIV - HOURLY-RATED POSITIONS

The following duties shall be paid at the same percentage as the increase on the new base salary:

Duty	2024-2025	2025-2026	2026-2027
L.D. Tutor	25.38	26.46	27.58
LPDC	25.38	26.46	27.58
Home Tutor	24.40	25.44	26.52
Kindergarten Screening	24.40	25.44	26.52
Saturday School Supervisor	24.40	25.44	26.52
Weight Room Supervisor	14.43	15.04	15.68
Summer School	27.08	28.23	29.43

An L.D. tutor regularly assigned to six (6) or more hours of work per day is entitled to participate in insurance fringe benefits under Article XVII of this Agreement on the same terms as apply to non-hourly full-time employees. If assigned to fewer than six (6) hours of work per day, the L.D. tutor may elect to participate in such insurance benefits with the Board's monthly contribution pro-rated in accordance with Article XVII, Section G of this Agreement (for this purpose, a full-time tutor's contract is deemed to be six (6) hours of work per day-for example, a tutor regularly assigned to four (4) hours of work per day would be considered to be a 66.7% part-time employee). An L.D. tutor's regular work year shall consist of one hundred eighty-three (183) workdays.

ARTICLE XXV - FACILITIES/HEALTH SAFETY

The Board shall make all reasonable efforts to provide: (a) storage space for each teacher in his/her building, which can include classrooms, in which the teacher may secure his/her personal belongings; (b) at least one (1) piece of copying or duplicating equipment in each building accessible during school office hours for use by teachers; and (c) keys to any teacher lounge, faculty restroom, or classroom in his or her building which may be locked.

- A. Teachers have the responsibility to bring to the attention of their building principal, in writing, the existence, in their opinion, of any unsafe or abnormal conditions in the building which adversely affect the teaching environment. After receiving notice of such condition, the building principal shall investigate the matter and report his/her findings to the superintendent and apprise the teacher of the disposition of the referral. The principal's disposition may not be grieved.

ARTICLE XXVI - SAFETY AND HEALTH

- A. Before exercising any right under O.R.C. 4167.06, an employee must contact his/her principal or the Superintendent and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to O.R.C. 4167.06(B), the employee must exhaust the procedure set forth in Section C of this Article.
- B. An employee who wishes to assert a claim of discrimination as defined in

O.R.C. 4167.13 shall use the following procedure to assert such a claim which procedure shall be the exclusive means to assert such a claim, to the exclusion of a lawsuit or any other means of challenge.

- C. The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violation, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Administrator of Worker's Compensation under O.R.C. 4167.10 until the following procedure has been exhausted:
1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's principal, within five (5) work days of the occurrence of the alleged violation.
 2. If the principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association representative may file a formal complaint with the Superintendent within five (5) work days after the conference with the principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent (or his designee) will meet with the employee or Association representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.

ARTICLE XXVII - CLASS SIZE

A reasonable effort will be made in scheduling to keep class size as small as possible and to equalize, to the extent feasible, class size within each building. The Board and the Administration will strive to meet the pupil/teacher ratio as recommended in the minimum currently in effect for Ohio elementary and secondary schools. A special effort will be made to accomplish this goal by building and grade level by the end of the second week of school. To the extent possible or practical, considering all significant relevant factors, an effort will be made to equalize the distribution of typical and mainstreamed special education students in each grade/class level/subject within each building. Class size will not exceed the number of work stations in a classroom.

ARTICLE XXVIII - ADMISSION OF TEACHER'S CHILD TUITION-FREE AND ATHLETIC EVENTS

1. Any dependent child of a full-time teacher may attend District schools tuition-free through the open enrollment procedure without denial. If open-enrollment is not available, the child will be admitted tuition-free. The teacher is responsible for being aware of, and ensuring compliance with, any Ohio High School Athletic Association transfer policies that may apply. The Superintendent will honor and implement any remaining days of suspension or expulsion from a previous school of a student enrolled under this Article.

2. Employees may attend home athletic events, other than tournaments, without general admission charge upon presentation of the employee's personal I.D. card issued by the Board.

ARTICLE XXIX - HIRING OF RETIRED TEACHERS

Any retired teacher employed by the Bluffton Exempted Village Board of Education will be paid at the 5th year experience step at the employee's current degree level. If the retired teacher is re-employed in subsequent years, he/she will remain at the 5th step, but will receive the benefit of any negotiated base salary increase.

A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday as defined in the negotiated agreement. The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111. The re-employed retired teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the district. This provision supercedes O.R.C. 3319.08 and 3319.11.

The evaluation of a re-employed retired teacher will be consistent with the process used for limited contract teachers whose contracts are expiring.

The re-employed retired teacher will not be eligible for Board-paid medical and dental insurance benefits, if they are eligible for coverage through STRS. However, the retired teacher may purchase the Board's health and dental insurance coverage's through payroll deduction. If the retired teacher is not eligible for coverage through STRS, the Board will offer the insurance benefits at the same level as all other teaching employees. The Board will provide life insurance coverage to the re-employed retired teacher.

Retirement constitutes a break in service to the Bluffton Exempted Village School District for the purpose of severance, service credit, seniority, reduction in force and sick leave. However, the retired teacher may again accumulate sick leave (starting from 0 days) at the same rate as other teachers. The re-employed retired teacher may request an advancement of five (5) sick days during the first year of re-employment with the district. The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and regulations.

The re-employed retired teacher will be responsible for payment of the employee share of Medicare deduction at the applicable rate.

A teacher shall be deemed retired under this agreement when he/she has been approved for service retirement by the State Teachers Retirement System.

Because a teacher may only retire once, a retired teacher who resigns his/her position under this Agreement will not be considered to have retired again, and is therefore not eligible for further severance pay.

An active teacher who is not yet retired will not be expected to give up any of his/her severance pay, including any Retirement at Initial Eligibility supplemental severance for

which he/she would otherwise be eligible in order to be eligible for reemployment as a retired teacher.

Unless noted in this Article, all other contractual provisions apply to retired teachers whom are re-employed by the district.

ARTICLE XXX - NON-DISCRIMINATION CLAUSE

Consistent with applicable federal and Ohio law, there shall be no discrimination in employment rights or in the application of this Agreement because of an employee's race, color, creed, national origin, sex, religion, age, marital status, sexual or gender orientation, membership in the Association or its associated activities, or disability/handicap. The parties mutually recognize that deviations from this Agreement may be necessary from time to time in order to meet the Board's legal obligation reasonably to accommodate an employee's disability/handicap or religious conviction, and the Board shall inform the Association of such deviation.

ARTICLE XXXI - ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior agreements and understandings between the Board and the Association, whether written or oral, and constitutes the entire agreement between the parties.

ARTICLE XXXII - WAIVER OF NEGOTIATIONS

Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that this Agreement contains their complete resolution of all such items. The Association waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement. The Board agrees to comply with all the terms of this Agreement for its duration unless the Association through its bargaining representatives agrees in writing with representatives of the Board to change, amend or modify a term(s) of this Agreement. This paragraph in no way takes away from the Board's obligation to bargain under Article V, Section B.

ARTICLE XXXIII – MENTORS & RESIDENT EDUCATORS

A. Mentors

1. Qualifications

- a. The Mentor must be approved by his/her building administrator and must have district experience of no less than five (5) years.
- b. The Mentor must be trained through the Ohio Department of Education (ODE) Instructional Mentoring program. Mentors must also be willing to complete additional training as required by ODE.

2. Training

Mentors shall be trained and shall be reimbursed for all expenses for the State required mentor training.

3. Responsibilities

- a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educators as developed by ODE.
- b. The Mentor does not have a formal evaluative role and does not participate in administrative evaluative conferences with reference to the mentee. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

4. Release Time

- a. Each Mentor shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.
- b. Each Mentor shall be granted release time to attend mentor committee meetings, necessary training and to perform required committee work.

B. Compensation

1. Release time shall be provided to the Mentor and/or Resident Educator as mutually agreed upon with the building principal.
2. The maximum number of Resident Educators a Mentor may be required to take is two (2) per year.
3. Mentors shall receive a stipend of \$750 for each Resident Educator assigned.

C. Resident Educator

1. Each Resident Educator shall be provided with the following:
 - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for beginning teachers;
 - c. Assistance with the improvement of instructional skills and classroom management; and
 - d. The opportunity to consult/observe other teachers both within and outside

the District.

2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.

D. Protections

1. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that staff member's evaluation.
2. Mentors shall not participate in the evaluation of their assigned Resident Educator.
3. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. Mentors and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. In an emergency, or matters required to be disclosed by law, the Mentor shall report to the District Administrator.
5. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
6. The regular, district evaluation of the Mentor shall not be negatively affected in any aspect by the Resident Educator Program.

ARTICLE XXXIV - ACADEMIC DISTRESS

The parties agree to incorporate the provisions of O.R.C. 3302.10 as if rewritten herein.

ARTICLE XXXV - COLLEGE CREDIT PLUS

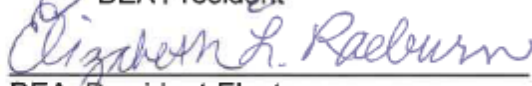
1. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course.
2. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.
3. A teacher who teaches a College Credit Plus course shall be permitted one day of professional leave in the first year that the course is taught to visit the participating higher education institution to engage in planning and/or other activities related to teaching the course. If the professional leave day is needed during a summer or winter school break, the teacher shall be paid his/her per diem rate of pay for an in-service day.

ARTICLE XXXVI - DURATION

Except as otherwise expressly provided in this Agreement, this Agreement shall become effective on July 1, 2024, and continue in full force and effect through June 30, 2027 and from year to year thereafter unless notice to negotiate a successor agreement is given by one or both parties in accordance with Ohio law.

**BLUFFTON EDUCATION
ASSOCIATION OEA/NEA-LOCAL**

By: 
BEA President



BEA, President-Elect



OEA Labor Relations Consultant

Date: 5-29-24

**BLUFFTON EXEMPTED VILLAGE
SCHOOL DISTRICT BOARD OF
EDUCATION**

By: 
Board President


Superintendent


Treasurer

Date: 5-29-24

SALARY SCHEDULE FOR BLUFFTON EXEMPTED VILLAGE SCHOOL DISTRICT

2025/2026		BASE SAL		\$ 44,051							4.25%
		1		2		3		4		5	
		BA		BA+15		5YRS(150)		MA		MA+15	
		DOLLAR		DOLLAR		DOLLAR		DOLLAR		DOLLAR	
STEP	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	
0	100.0%	\$ 44,051	103.0%	\$ 45,373	106.0%	\$ 46,694	109.5%	\$ 48,236	112.5%	\$ 49,557	
1	103.8%	\$ 45,725	107.0%	\$ 47,135	110.6%	\$ 48,720	114.3%	\$ 50,350	117.6%	\$ 51,804	
2	107.6%	\$ 47,399	111.0%	\$ 48,897	115.2%	\$ 50,747	119.1%	\$ 52,465	122.7%	\$ 54,051	
3	111.4%	\$ 49,073	115.0%	\$ 50,659	119.8%	\$ 52,773	123.9%	\$ 54,579	127.8%	\$ 56,297	
4	115.2%	\$ 50,747	119.0%	\$ 52,421	124.4%	\$ 54,799	128.7%	\$ 56,694	132.9%	\$ 58,544	
5	119.0%	\$ 52,421	123.0%	\$ 54,183	129.0%	\$ 56,826	133.5%	\$ 58,808	138.0%	\$ 60,790	
6	122.8%	\$ 54,095	127.0%	\$ 55,945	133.6%	\$ 58,852	138.3%	\$ 60,923	143.1%	\$ 63,037	
7	126.6%	\$ 55,769	131.0%	\$ 57,707	138.2%	\$ 60,878	143.1%	\$ 63,037	148.2%	\$ 65,284	
8	130.4%	\$ 57,443	135.0%	\$ 59,469	142.8%	\$ 62,905	147.9%	\$ 65,151	153.3%	\$ 67,530	
9	134.2%	\$ 59,116	139.0%	\$ 61,231	147.4%	\$ 64,931	152.7%	\$ 67,266	158.4%	\$ 69,777	
10	138.0%	\$ 60,790	143.0%	\$ 62,993	152.0%	\$ 66,958	157.5%	\$ 69,380	163.5%	\$ 72,023	
11	141.8%	\$ 62,464	147.0%	\$ 64,755	156.6%	\$ 68,984	162.3%	\$ 71,495	168.6%	\$ 74,270	
12	145.6%	\$ 64,138	151.0%	\$ 66,517	161.2%	\$ 71,010	167.1%	\$ 73,609	173.7%	\$ 76,517	
13	145.6%	\$ 64,138	151.0%	\$ 66,517	165.8%	\$ 73,037	171.9%	\$ 75,724	178.8%	\$ 78,763	
14	145.6%	\$ 64,138	151.0%	\$ 66,517	165.8%	\$ 73,037	176.7%	\$ 77,838	183.9%	\$ 81,010	
15	150.6%	\$ 66,341	156.0%	\$ 68,720	170.8%	\$ 75,239	181.7%	\$ 80,041	188.9%	\$ 83,212	
16	150.6%	\$ 66,341	156.0%	\$ 68,720	170.8%	\$ 75,239	181.7%	\$ 80,041	188.9%	\$ 83,212	
17	150.6%	\$ 66,341	156.0%	\$ 68,720	170.8%	\$ 75,239	181.7%	\$ 80,041	188.9%	\$ 83,212	
18	150.6%	\$ 66,341	156.0%	\$ 68,720	170.8%	\$ 75,239	181.7%	\$ 80,041	188.9%	\$ 83,212	
19	150.6%	\$ 66,341	156.0%	\$ 68,720	170.8%	\$ 75,239	181.7%	\$ 80,041	188.9%	\$ 83,212	
20	155.6%	\$ 68,543	161.0%	\$ 70,922	175.8%	\$ 77,442	186.7%	\$ 82,243	193.9%	\$ 85,415	
21	155.6%	\$ 68,543	161.0%	\$ 70,922	175.8%	\$ 77,442	186.7%	\$ 82,243	193.9%	\$ 85,415	
22	155.6%	\$ 68,543	161.0%	\$ 70,922	175.8%	\$ 77,442	186.7%	\$ 82,243	193.9%	\$ 85,415	
23	155.6%	\$ 68,543	161.0%	\$ 70,922	175.8%	\$ 77,442	186.7%	\$ 82,243	193.9%	\$ 85,415	
24	155.6%	\$ 68,543	161.0%	\$ 70,922	175.8%	\$ 77,442	186.7%	\$ 82,243	193.9%	\$ 85,415	
25	160.6%	\$ 70,746	166.0%	\$ 73,125	180.8%	\$ 79,644	191.7%	\$ 84,446	198.9%	\$ 87,617	

SALARY SCHEDULE FOR BLUFFTON EXEMPTED VILLAGE SCHOOL DISTRICT

2026/2027		BASE SAL		\$ 45,923						4.25%	
		1		2		3		4		5	
		BA		BA+15		5YRS(150)		MA		MA+15	
		DOLLAR		DOLLAR		DOLLAR		DOLLAR		DOLLAR	
STEP	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT
0	100.0%	\$ 45,923	103.0%	\$ 47,301	106.0%	\$ 48,678	109.5%	\$ 50,286	112.5%	\$ 51,663	
1	103.8%	\$ 47,668	107.0%	\$ 49,138	110.6%	\$ 50,791	114.3%	\$ 52,490	117.6%	\$ 54,005	
2	107.6%	\$ 49,413	111.0%	\$ 50,975	115.2%	\$ 52,903	119.1%	\$ 54,694	122.7%	\$ 56,348	
3	111.4%	\$ 51,158	115.0%	\$ 52,811	119.8%	\$ 55,016	123.9%	\$ 56,899	127.8%	\$ 58,690	
4	115.2%	\$ 52,903	119.0%	\$ 54,648	124.4%	\$ 57,128	128.7%	\$ 59,103	132.9%	\$ 61,032	
5	119.0%	\$ 54,648	123.0%	\$ 56,485	129.0%	\$ 59,241	133.5%	\$ 61,307	138.0%	\$ 63,374	
6	122.8%	\$ 56,393	127.0%	\$ 58,322	133.6%	\$ 61,353	138.3%	\$ 63,512	143.1%	\$ 65,716	
7	126.6%	\$ 58,139	131.0%	\$ 60,159	138.2%	\$ 63,466	143.1%	\$ 65,716	148.2%	\$ 68,058	
8	130.4%	\$ 59,884	135.0%	\$ 61,996	142.8%	\$ 65,578	147.9%	\$ 67,920	153.3%	\$ 70,400	
9	134.2%	\$ 61,629	139.0%	\$ 63,833	147.4%	\$ 67,691	152.7%	\$ 70,124	158.4%	\$ 72,742	
10	138.0%	\$ 63,374	143.0%	\$ 65,670	152.0%	\$ 69,803	157.5%	\$ 72,329	163.5%	\$ 75,084	
11	141.8%	\$ 65,119	147.0%	\$ 67,507	156.6%	\$ 71,915	162.3%	\$ 74,533	168.6%	\$ 77,426	
12	145.6%	\$ 66,864	151.0%	\$ 69,344	161.2%	\$ 74,028	167.1%	\$ 76,737	173.7%	\$ 79,768	
13	145.6%	\$ 66,864	151.0%	\$ 69,344	165.8%	\$ 76,140	171.9%	\$ 78,942	178.8%	\$ 82,110	
14	145.6%	\$ 66,864	151.0%	\$ 69,344	165.8%	\$ 76,140	176.7%	\$ 81,146	183.9%	\$ 84,452	
15	150.6%	\$ 69,160	156.0%	\$ 71,640	170.8%	\$ 78,436	181.7%	\$ 83,442	188.9%	\$ 86,749	
16	150.6%	\$ 69,160	156.0%	\$ 71,640	170.8%	\$ 78,436	181.7%	\$ 83,442	188.9%	\$ 86,749	
17	150.6%	\$ 69,160	156.0%	\$ 71,640	170.8%	\$ 78,436	181.7%	\$ 83,442	188.9%	\$ 86,749	
18	150.6%	\$ 69,160	156.0%	\$ 71,640	170.8%	\$ 78,436	181.7%	\$ 83,442	188.9%	\$ 86,749	
19	150.6%	\$ 69,160	156.0%	\$ 71,640	170.8%	\$ 78,436	181.7%	\$ 83,442	188.9%	\$ 86,749	
20	155.6%	\$ 71,456	161.0%	\$ 73,936	175.8%	\$ 80,733	186.7%	\$ 85,738	193.9%	\$ 89,045	
21	155.6%	\$ 71,456	161.0%	\$ 73,936	175.8%	\$ 80,733	186.7%	\$ 85,738	193.9%	\$ 89,045	
22	155.6%	\$ 71,456	161.0%	\$ 73,936	175.8%	\$ 80,733	186.7%	\$ 85,738	193.9%	\$ 89,045	
23	155.6%	\$ 71,456	161.0%	\$ 73,936	175.8%	\$ 80,733	186.7%	\$ 85,738	193.9%	\$ 89,045	
24	155.6%	\$ 71,456	161.0%	\$ 73,936	175.8%	\$ 80,733	186.7%	\$ 85,738	193.9%	\$ 89,045	
25	160.6%	\$ 73,752	166.0%	\$ 76,232	180.8%	\$ 83,029	191.7%	\$ 88,034	198.9%	\$ 91,341	

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APPENDIX C - 2026-2027 SALARY SCHEDULE

APPENDIX D - (2024-2027) SUPPLEMENTAL SALARY SCHEDULE

Percentages are based on the first step on the BA salary schedule.

Athletic Administration	%	Girls Softball	11
		Assistant Softball	07
Athletic Director	19	Middle School Softball	07
Associate Athletic Director	07	Assistant Middle School Softball	03
Faculty Manager	12	Cross Country	07
		Assistant Cross Country	04
Coaches		Golf	07
		Assistant Golf Coach	04
Head Football	19	Weight Room	10
Assistant Football	10	Bowling	11
Middle School Football	08	Other	
Assistant Middle School Football	06	Major Musical Director	10
Head Boys Basketball	17	Assistant Major Musical Director	05
Part-time Assistant Boys Basketball	05	Vocal Music	05
Assistant Boys Basketball	10	Swing Choir	06
Freshman Boys Basketball	07	Instrumental Music	13
Eighth Grade Boys Basketball	07	Band Flag Advisor	05
Seventh Grade Boys Basketball	07	Assistant Band Director	05
Head Girls Basketball	17	Renaissance Program Advisor	02
Part-time Assistant Girls Basketball	05	Drama Club Advisor/Director	03
Assistant Girls Basketball	10	One production	06
Freshman Girls Basketball	07	Freshman Class Advisor	02
Eighth Grade Girls Basketball	07	Sophomore Class Advisor	02
Seventh Grade Girls Basketball	07	Junior Class Advisor	04
Girls Head Volleyball	11	Senior Class Advisor	02
Assistant Girls Volleyball	07	High School Student Senate Advisor	04
Eighth Grade Girls Volleyball	06	Middle School Student Senate Advisor	03
Seventh Grade Girls Volleyball	06	Art Club Advisor	02
Head Wrestling	11	Latin Club Advisor	02
Assistant Wrestling	07	Foreign Language Club Advisor	02
Middle School Wrestling	07	SADD	02
High School Cheerleader Advisor	08	National Honor Society	02
High School Cheerleader Assistant Advisor	05	Academic Team Advisor	08
Middle School Cheerleader Advisor	05	Middle School Academic Team Advisor	03
Middle School Cheerleader Assistant Advisor	04	Math Club Advisor	02
Head Track	14	Math Team	02
Coordinator Track	09	5 th Grade Academic Team Advisor	02
Assistant Track	07	6 th Grade Academic Team Advisor	02
Middle School Track	07	Power of the Pen	01
Assistant Middle School Track	03	FCCLA	02
Boys Soccer	11	Ocean Focus	09
Assistant Boys Soccer	07	Esports	08
Girls Soccer	11	High School Orchestra	06
Assistant Girls Soccer	07	International Club	04
Boys Tennis	05	Extended Time	
Girls Tennis	05	Summer Band	20 days
Baseball	11	Elementary School Guidance	5 days
Assistant Baseball	07	Middle School Guidance	12 days
Middle School Baseball	07	High School Guidance	20 days
Assistant Middle School Baseball	03	Industrial Arts	5 days
Head Swimming Coach	11	OWE	5 days
Assistant Swimming Coach	7	Buccaneer	2 days
		Athletic Director/Assistant Transportation	25 days

**APPENDIX E
GRIEVANCE REPORT**

- Distribution of Form:
- 1. Superintendent
 - 2. Principal
 - 3. Association
 - 4. Teacher

Submit to Principal in Duplicate

NAME OF GRIEVANT

BUILDING

ASSIGNMENT

DATE FILED

STEP I

A. Date Cause of Grievance Occurred _____

B. Grievance Record

1. Statement of Grievance

2. Relief Sought

C. Received by Immediate Supervisor

Signature

Date

D. Disposition by Immediate Supervisor

E. Received by Grievant and/or Association

Signature

Date

F. Position of Grievant and/or Association

STEP 2

A. Received by Superintendent or Designee

Signature

Date

B. Disposition by Superintendent or Designee

C. Received by Grievant and/or Association

Signature

Date

D. Position of Grievant and/or Association

STEP 3

A. Received by President of the Board

Signature

Date

B. Disposition by President of the Board

C. Received by Grievant and/or Association

Signature

Date

STEP 4

A. Submitted to Arbitration

Signature

Date

APPENDIX F

BLUFFTON EXEMPTED VILLAGE SCHOOLS
STATEMENT OF SUPPORTING ABSENCE

I was absent from my job on the following date(s):
(Please indicate if AM or PM only)

Reason

Date(s) _____

_____ Personal Illness

_____ Illness in Family

_____ Funeral

(Specify) _____

_____ Personal Day

_____ Professional Day

_____ Vacation

_____ Other (Explain)

_____ Sick Leave

_____ Personal Leave

_____ Professional Leave

_____ Leave without Pay (deduct)

_____ Other (explain)

Teacher or Employee Signature

Principal/Superintendent

Name of Substitute Used

(complete bottom portion if substitute was used)

STATEMENT OF SUBSTITUTE

I substituted in the Bluffton Schools on the following date(s):
(Please indicate if AM or PM only)

DATE(S)

REGULAR TEACHER OR EMPLOYEE

Substitute Teacher/Employee Signature

Principal/Superintendent

For use of the Treasurer Only:

_____ x _____ = _____
days/hours rate

(Substitutes are paid on the first payday
of each month)

APPENDIX G

BLUFFTON EXEMPTED VILLAGE SCHOOLS
Personal Leave Form

EMPLOYEE NAME _____	DATE OF APPLICATION _____
DATE OF LEAVE REQUESTED _____	BUILDING _____
REQUEST IF FOR:	
_____ FULL DAY	
_____ HALF DAY (before lunch)	
_____ HALF DAY (after lunch)	

A teacher shall be entitled to personal leave as specified in the current contract to be used for matters which cannot be scheduled outside the school day.

- A. A reason for personal leave does not need to be specified.
- B. Personal leave shall not be used to extend any holiday, vacation period, or leave of absence, unless approved by the Superintendent in accordance with Article XIII (G). The Superintendent may require documentation justifying personal leave use in these circumstances.

Signature of teacher _____

Request Granted _____	Request Denied _____	_____	Date _____
(Superintendent's Signature)			
COMMENTS: _____			

APPENDIX H

REQUEST FOR PROFESSIONAL LEAVE AND IN-SERVICE EXPENSES
BLUFFTON EXEMPTED VILLAGE SCHOOLS

I. Application

Employee _____

Date(s) desired for professional leave _____

Briefly describe the reason for request _____

How do you expect this activity to complement your work? _____

Location of workshop or special activity _____

Expenses requested: (estimate cost)

Registration _____

Lodging _____

Transportation _____

Meals _____

Substitute Required? _____

II. Approvals

Approval of principal _____

Approval of superintendent _____

Amounts approved for expenses:

Registration _____

Lodging _____

Transportation _____

Meals _____

Comments: _____

APPENDIX I

**BLUFFTON EXEMPTED VILLAGE SCHOOLS
PROFESSIONAL MEETING EXPENSES**

NAME _____
SSN _____

DATE SUBMITTED _____
VENDOR NO. _____

DATE	NAME & LOCATION OF MEETING	MEALS	LODGING	*OTHER	DAILY TOTAL
		B _____ L _____ D _____			
		B _____ L _____ D _____			
		B _____ L _____ D _____			
		B _____ L _____ D _____			
*Complete explanation of 'other' on reverse.					
REGISTRATION					
TOTAL					

Provide a brief report of the meeting:

Employee's Signature

Supervisor's Approval

Receipts must be attached for registration, lodging, meals and public transportation (if applicable).

APPENDIX J

EXPLANATION OF TRANSPORTATION EXPENSE

DATE	TRAVEL POINTS		TYPE OF CONVEYANCE	DAILY TOTAL
	From	To		
			Mileage _____ @ _____/mile = _____ Parking _____ Taxi _____ Public Transportation _____	
			Mileage _____ @ _____/mile = _____ Parking _____ Taxi _____ Public Transportation _____	
			Mileage _____ @ _____/mile = _____ Parking _____ Taxi _____ Public Transportation _____	
			Mileage _____ @ _____/mile = _____ Parking _____ Taxi _____ Public Transportation _____	

Relay this information to front under *Other.

APPENDIX K
EVALUATION OF PROFESSIONAL STAFF
(Ohio Teacher Evaluation System)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education (SBOE).

Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. This policy has been developed in consultation with teachers employed by the Board. This policy becomes effective at the expiration of any collective bargaining agreement covering teachers employed by the Board that was in effect on November 2, 2018 and must be included in any renewal or extension.

The District will follow policies and procedures in place during the 2019-2020 school year for the 2020-2021 school year and will implement this policy beginning with the 2021-2022 school year.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE).

Final Holistic Rating and Evaluation Cycle

Teachers are assigned a final holistic rating of Accomplished, Skilled, Developing or Ineffective. This rating will be based on a combination of informal and formal observations and supporting evidence using the Teacher Evaluation Rubric.

Annually, the Board submits to the ODE the number of teachers assigned a final holistic rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

The full evaluation cycle includes:

- Professional Growth/Improvement Plan;
- One formal holistic observation, followed by a conference;
- At least two classroom walkthroughs -with an emphasis on identified focus area(s) when applicable;
- One formal focused observation - with an emphasis on identified focus area(s) and
- One final summative conference.

The teacher performance measure of the evaluation cycle is aligned with the following Ohio Standards for the Teaching Profession:

- Understand student learning and development, respect student diversity and hold high expectations for all students to achieve and progress at high levels;
- Understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each student;
- Create learning environments that promote high levels of learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations every three years, provided the teacher submits a self-directed Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

High-Quality Student Data

High-quality student data (HQSD) is used to guide instructional decisions and meet student learning needs. HQSD used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

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

AND the teachers must use the data generated from the HQSD data instrument by:

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

Evaluations use at least two measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated when required.

When applicable to the grade level or subject area taught by a teacher, HQSD includes the value-added progress dimension established under RC 3302.021, except when otherwise prohibited by law.

HQSD may be used as evidence in any component of the evaluation where applicable.

Data from ODE vendor approved assessments may be considered HQSD.

The use of shared attribution measures or student learning objectives is prohibited.

Professional Growth and Improvement Plans

Each teacher must develop a Professional Growth or Improvement Plan based on the results of their most recent evaluation. These plans are to be developed annually and must be based on the results of the evaluation and aligned to any existing district or building improvement plan.

Teachers with a final holistic rating of Accomplished must develop a self-directed Professional Growth Plan.

Teachers with a final holistic rating of Skilled must develop a Professional Growth Plan working jointly with the credentialed evaluator.

Teachers with a final holistic rating of Developing must develop a Professional Growth Plan that is guided by their assigned credentialed evaluators.

Teachers with a final summative rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluators.

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

[Adoption date: March 18, 1991]

[Re-adoption date: July 19, 1999)

[Re-adoption date: March 16, 2009)

[Re-adoption date: June 24, 2013)

[Re-adoption date: September 29, 2014)

[Re-adoption date: September 14, 2015)

[Re-adoption date: July 27, 2020)

File: AFC-1 (Also GCN-1)

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221
ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.61
Chapter 4117
OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment
GBL, Personnel Records
GCB, Professional Staff Contracts and Compensation Plans
GCL, Professional Staff Development Opportunities

CONTRACT REF.: Teachers' Negotiated Agreement