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AGREEMENT BETWEEN

BUCKEYE VALLEY TEACHERS ASSOCIATION

and

BUCKEYE VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Effective August 1, 2025 - July 31, 2028

TABLE OF CONTENTS

		Page
ARTICLE I	RECOGNITION AND NEGOTIATIONS PROCEDURE	1
ARTICLE II	ASSOCIATION RIGHTS	3
ARTICLE III	BOARD OF EDUCATION RIGHTS	9
ARTICLE IV	GRIEVANCE PROCEDURE	9
ARTICLE V	NOTICE OF RECOMMENDATION OF NONRENEWAL FAIR DISMISSAL	13
ARTICLE VI	EVALUATION – OTES 2.0	15
ARTICLE VII	REDUCTIONS IN STAFF	25
ARTICLE VIII	SCHOOL DAY	28
ARTICLE IX	ELECTRONIC GRADE ENTRY SYSTEM	29
ARTICLE X	ASSIGNMENT/TRANSFER	30
ARTICLE XI	CONTRACTS	32
ARTICLE XII	CALENDAR	34
ARTICLE XIII	SUBSTITUTE TEACHERS	36
ARTICLE XIV	PROFESSIONAL COMPENSATION	36
ARTICLE XV	COMMUNICATIONS	37
ARTICLE XVI	LEAVE POLICY	38
ARTICLE XVII	MEDICAL EXAMINATIONS	47
ARTICLE XVIII	MILEAGE PAYMENTS	47
ARTICLE XIX	CONTRARY TO LAW	47
ARTICLE XX	INSURANCE	47
ARTICLE XXI	AUTHORIZED PAYROLL DEDUCTIONS	50
ARTICLE XXII	SEVERANCE PAY	51
ARTICLE XXIII	STRS PICK-UP	52
ARTICLE XXIV	SALARY	52
ARTICLE XXV	CONTRACT SCHEDULE	58

ARTICLE XXVI COMMITTEE STIPENDS 60
ARTICLE XXVII LEAST RESTRICTIVE ENVIRONMENT 60
ARTICLE XXVIII TUITION FREE ATTENDANCE.....62
ARTICLE XXIX LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 62
ARTICLE XXX RESIDENT EDUCATOR PROGRAM.....62
ARTICLE XXXI HIRING OF RETIRED CERTIFICATED MEMBERS.....62
ARTICLE XXXII GENERAL PROVISIONS 63
ARTICLE XXXIII DURATION OF CONTRACT.....64

ALL FORMS CAN BE FOUND AT THE FOLLOWING LINK:
https://buckeyevalleyk12ohus.finalsite.com/about/staff-resources

ARTICLE I
RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Recognition

The Board recognizes the Buckeye Valley Teachers Association/OEA/NEA (hereinafter "Association") as the sole and exclusive representative of the bargaining unit consisting of all certificated teaching personnel employed under regular limited or continuing contracts. Hereinafter, teacher shall be referred to as a member of the bargaining unit. Excluded from the bargaining unit are the Superintendent, assistant superintendents, directors, principals, assistant principals, substitutes, auxiliary service personnel, and other seasonal, casual, confidential, supervisory or management - level employees as defined in Section 4117.01 of the Ohio Revised Code.

B. Scope of Negotiations

The parties shall bargain in good faith on matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. In the event an agreement is reached, it shall be reduced to writing and signed by the parties.

C. Good Faith

The parties are obligated to deal openly and fairly with each other on matters submitted for negotiations in accordance with Section B above, but such obligation does not compel either party to agree to a proposal or require to making of a concession.

D. Days

As used in this agreement, "days" means school days as identified in the annual school calendar adopted by the Board, except as such days may be eliminated by the emergency closing of school. During the summer months when school is not in session, "days" means week days that are not a State or Federal holiday unless otherwise defined in a specific article within this agreement.

E. Procedure for Negotiation

1. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of February of the calendar year of the expiration of the Master Agreement or any reopener. Within fifteen (15) days of the receipt of the said request, the representatives of the Association and Board shall hold their first negotiations session.

2. The date for the first negotiations session may be extended beyond the fifteen (15) days by mutual agreement. At any session, either party may be represented by no more than five (5) representatives. At the first session both sides shall exchange all proposals in writing to be negotiated and prepare an agenda. The place of future meeting and dates shall be adopted prior to the conclusion of each meeting. Upon

adoption of the agenda, no issue shall be added or introduced without mutual consent of both parties.

3. Negotiations shall be completed within fifty-five (55) days from the first session. Meetings shall not conflict with school schedules and shall be conducted in private unless otherwise agreed by both teams. The chairperson of either group may call a caucus for no longer than thirty (30) minutes unless extended by mutual consent**.**

4. In the event the parties have not reached an agreement, either party may declare impasse and request the services of the Federal Mediation and Conciliation Services (FMCS) to assist with the bargaining process, or the parties may mutually agree on a mediator. The parties shall meet as often as they are called upon in an effort to reach agreement on all unresolved issues, or may mutually agree to meet without the mediator.

5. If agreement has not been reached prior to fifteen (15) days before the expiration of the agreement, the parties agree to submit all unresolved issues to an arbitrator for recommendation, unless resolution is imminent and both parties agree to extend the time line. A list of arbitrators shall be requested by the parties from the American Arbitration Association (AAA), Southfield, MI branch. The arbitrator shall be selected from the list supplied by the AAA by the alternate strike method, or the parties may mutually agree to any arbitrator on the list or otherwise. The arbitrator shall hold a hearing on all unresolved issues. No later than thirty (30) days after such hearing, the arbitrator shall submit recommendations to the parties on all issues. These recommendations are not binding on either party.

   The parties shall have ten (10) days to accept or reject the recommendations. If either party rejects the recommendations in whole or in part, the Association shall have the right to proceed in accordance with Ohio Rev. Code 4117.14(D)(2) and 4117.18(C).

   The expenses of the arbitrator shall be borne equally by the parties.

F. <u>Agreement</u>

If tentative agreement is reached on those matters being negotiated, the understanding shall be reduced to writing, proofed and submitted first to the Association for ratification and then to the Board. The Association will provide the proof copy to both parties for approval. The Association shall act upon the written understanding within a ten (10) day period from the date of the conclusion of negotiations. Said agreement shall then be presented to the Board for its consideration at its next Special or Regular meeting which shall not be more than fourteen (14) days after notice of the action taken by the Association. One SERB stamped copy with original signatures will be provided to the OEA/BVTA and to the Board. The Association will provide an electronic copy of contracts for the individual members of the bargaining unit.

G. Non-Discrimination

No provision of the agreement shall discriminate against any staff member regardless of membership or non-membership in the Association.

H. Anti-Discrimination Policy: The Board's Anti-Harassment policy is incorporated into the parties' agreement. Should the Board change its Anti-Harassment policy, the new Board policy will take precedence over any prior Anti-Harassment policy and be incorporated into the parties' agreement. Any grievance that arose prior to the effective date of a new policy shall proceed under the prior Board's policy in effect at the time of grievance arose. The Board's policy is as follows:

The provisions of this Agreement shall be applied uniformly to all bargaining unit members and neither the Board nor the Association shall discriminate against bargaining unit members on the basis of race, color, creed, sexual identity/orientation, national origin, gender, religion, disability or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.

I. Academic Freedom: The Board's Academic Freedom policy is incorporated into the parties' agreement. Should the Board change its Academic Freedom policy, the new Board policy will take precedence over any prior Academic Freedom policy and be incorporated into the parties' agreement. Any grievance that arose prior to the effective date of a new policy shall proceed under the prior Board's policy in effect at the time of grievance arose. The Board's policy is as follows:

The Board of Education believes that academic and professional freedom are essential to the teaching profession. The presentation and discussion of controversial issues in the classroom should be on an informative basis and relevant to classroom goals and objectives. Bargaining unit members should guard against giving their personal opinions on sectarian or political questions or any other controversial issues until the students have had the opportunity to find, collect, and assemble factual material on the subject, to interpret the data without prejudice; and to reconsider assumptions and claims and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the teacher is encouraging the students to search after truth and to think for themselves. The development of the ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed, and relationships seen before drawing inferences or conclusions, is among the most valuable outcomes of a free educational system.

ARTICLE II
ASSOCIATION RIGHTS

A. Building Facilities and Equipment

All Association materials intended for distribution and/or display in any property under the management of the Board must be approved and signed by an appropriate Association

official before distribution or display. The Association shall be authorized to use without fee:

1. The facilities of any building for meetings upon verbal permission of the Superintendent, as long as it does not interfere or compete with any previously authorized activity in said building. These meetings are to take place outside of regularly scheduled student hours.

2. Board-owned equipment, including computers, printers, duplicating equipment, public address equipment, and all types of audio-visual equipment, outside of regularly scheduled student hours. Any expendable supplies will be supplied by the Association.

3. Bargaining unit member mailboxes and bulletin boards in Buckeye Valley lounges or workrooms to disseminate information to members.

4. Telephones in any building to carry out Association business. Any fees for long distance calls shall be reimbursed to the Board by the Association. Any long distance calls completed by an Association representative must be recorded on the appropriate telephone log form and submitted to the Office of the Treasurer.

B. Privileges

1. The Board shall grant, without loss of pay, up to six (6) days annually of Association leave to be used at the discretion of the Association Co-Presidents and Executive Committee. Such leave is to be used to attend meetings and carry out the business of the Association. Additional days may be granted at the Superintendent's discretion, and the Association shall pay for the cost of substitute coverage on any of these additional days.

2. Building representatives may call meetings of Association members within the building outside of the regularly scheduled student hours or make announcements regarding Association business prior to or following a scheduled staff meeting.

3. Except as modified by this Agreement, members of the bargaining unit shall be assured all rights granted by law.

4. No reprimand of any kind shall be taken against a member of the bargaining unit by reason of their membership in the Association or participation in any of its legal activities. Furthermore, there shall be no discrimination against any Association member with regard to engaging in protected Association activities.

5. Prior to the initiation of any new computer programs that are required by the District, training will be provided at one of the following times: scheduled in-service or work day at the beginning of the school year, late starts, early release times, regularly scheduled contractual staff meetings, or during the regular work day excluding planning/conference and lunch periods. If necessary, substitutes will be provided.

C. The Association will be provided with:

1. A copy of all Board agenda, minutes, financial reports and background information which are provided for each Board member, except those reports prepared expressly for use in negotiations and except for the Superintendent's report.

   Such packets of information will be sent to the Co-Presidents of the Association at the same time as they are provided to Board members. A copy of all public records will be provided to the Association Co-Presidents as soon as such forms are filed with the agency required by law.

D. Association Membership: Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year, unless the individual cancels his/her membership.

Membership Cancellation: Any individual who wishes to cancel their membership should notify the Association Treasurer in writing between August 1st and August 31st. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association.

E. Class Size

1. Good faith efforts will be made to ensure that each class roster will be organized so that no member of the bargaining unit that teaches Kindergarten has no more than 23 students. Grades 1-12 have no more than twenty-five (25) pupils on the teacher roster (which may include adding a general education co-teacher to lower the class size ratio). Any additional students added that exceed the above numbers will need a classroom paraprofessional. Some classes, such as band, choir, and P.E., at the middle and high school level may be above this ratio.

   Notwithstanding the provision of the paragraph above, in the event the number of students per teacher's roster for grades Kindergarten reaches 23, 1-5 reaches 26, a good faith effort will be made to hire a paraprofessional for that class. When the co-teaching model is used the administration will meet and consult with the association members, and agree, regarding the co-teaching assignment. When the co-teaching model is utilized, the room rosters will not exceed thirty-eight (38) students, where space permits. The administration will have the final say of the teaching assignments.

   When a paraprofessional is required by reason of this subsection of the contract, the district will use a permanent substitute to serve as the paraprofessional until such time as a paraprofessional is hired.

2. Where physical facilities permit, students will be distributed equitably within grade level or subject, unless otherwise agreed upon by the teaching team.

3. This Article shall not require the Board to hire any additional teachers at each building, except there will be a total of one (1) licensed school counselor for the two (2) elementary buildings. However, in the event the District enacts a Reduction in Force, this provision will not prevent a reduction in the number of counselors to less than what is stated herein.

4. Building Administrators, CIA and/or the Multi-Tier System of Support (MTSS) will be available to consult with and provide guidance and recommendations to teachers regarding students in their class(es).

5. Prior to the start of the school year, the building principal and special education director shall be available for a meeting with members to discuss equitable placement of special needs students.

F. Teaching Controversial Issues: The Board's Teaching Controversial Issues policy is incorporated into the parties' agreement. Should the Board change its Teaching Controversial Issues policy, the new Board policy will take precedence over any prior Teaching Controversial Issues policy and be incorporated into the parties' agreement.

Any grievance that arose prior to the effective date of a new policy shall proceed under the prior Board's policy in effect at the time of grievance arose.

In the study of controversial issues, students have four rights which recognize the right to:

1. Study any controversial issue which has political economic or social significance and concerns;

2. Have under competent instruction in an atmosphere free from bias and prejudice and

3. Study under competent instruction in an atmosphere free from bias and prejudice and

4. Form and express their own opinions on controversial issues without jeopardizing relations with teachers or the school. The study of controversial issues should be objective and scholarly with minimum emphasis on opinion. The teacher must approach controversial issues in the classroom in an impartial and objective manner and must refrain from using classroom privileges and prestige to promote a partisan point of view.

Teachers determine the appropriateness of certain issues for consideration using the following criteria

1. Treatment of the issues in question must be within the range, knowledge, maturity, and competence of the students.

2. There should be study materials and other learning aids available from which a reasonable extent of data pertaining to all aspects of the issue can be obtained.

3. The issue should receive only as much time as is needed to consider it adequately.

4. The issue should be current, significant and relevant to the students and teachers. A teacher who is in doubt about the advisability of discussing certain issues in the classroom shall confer with the principal concerning the appropriateness of doing so. If discussion of an issue is not approved by the building principal, the teacher may refer the issue to the superintendent.

   If parents desire that their child be excused from participation in discussion of such material, arrangements are made to respect that request.

G. Personnel Files

Bargaining unit members shall have access to their personnel files by making an appointment. Access shall be provided at a mutually agreeable time during normal business hours and shall not interfere with the bargaining unit member's job duties. Access shall be provided within two days (as defined by this contract) following such request. An administrator or designee must be present at all times while the bargaining unit member is reviewing his/her personnel file. Bargaining unit members may not add or remove documents from their personnel file. This provision shall not diminish the bargaining unit member's rights to insert rebuttals as provided elsewhere in this contract or the Ohio Revised Code.

Bargaining unit members shall have the right to have another member of the bargaining unit present during such review.

Bargaining unit members may request, and shall be provided within a reasonable time, copies of any personnel file documents at a fee which shall not exceed the actual cost of such copies.

H. All communications bearing on performance or personal merit, other than official communications such as teaching certificates, and college transcripts shall be signed by the bargaining unit member before being included in the member's personnel file. Such signature may not be construed as agreement with the document, but only that the bargaining unit member has seen the document and is aware that it is to be placed in the personnel file.

Anonymous communications regarding the teaching performance or personal merit of a bargaining unit member shall not be included in a member's personnel file.

I. Community Complaint Procedure

Complaints against members from parents and/or persons not employed by Buckeye Valley schools will be handled as follows:

1. Anonymous information or complaints against a teacher may be disregarded and/or investigated unless required by law.

2. The complaining party must first be directed to discuss his/her concern with the teacher(s) involved. The teacher will have a conference with the complainant as soon as possible at a mutually acceptable time.

3. If a complaint is received by a teacher's immediate supervisor/principal, the supervisor/principal shall discuss the details of the complaint, including the name of the complainant with the affected teacher(s). The teacher may then schedule a mutually acceptable time to discuss the issue with the complainant, as per number 2 in this section.

4. If the teacher and the complaining party cannot satisfactorily resolve the issue, either the complainant or the teacher may request a meeting of both parties and the principal/supervisor. The meeting will be arranged at a mutually convenient time.

5. If the complainant is not satisfied with the results of the meeting, the complaint shall be reduced to writing by the complainant and directed to the Superintendent. A copy of the written complaint shall be supplied to the teacher at the time it is submitted to the Superintendent.

6. A meeting will be held with the complainant, the teacher(s) and the Superintendent in an attempt to resolve the issue.

7. At any time during the complaint process, if the member is concerned that discipline may result from any scheduled meetings as per this section, the member may request Association representation.

J. Acceptable Use Policy for Computer Network Use

All bargaining unit members who use the District computer network system shall comply with the following Acceptable Use Policy.

1. Bargaining unit members will not send or display offensive messages or pictures, use obscene language or engage in any illegal activity using the District computer network.

2. Members will not use other users' passwords, and/or access folders or work files.

3. Individual passwords will not at any time be provided to non-employees of the district or students.

4. Members will not download or install software that was not purchased by the District for school use and/or approved by the building administrator for download and installation.

5. Members acknowledge that the computer network belongs to the District. Members will not interfere with classroom instruction when using the Network.

K. Teacher Professional Organization Supplemental Contracts

Upon written notification by the Association Co-Presidents, accompanied by a check in the correct amount, a supplemental contract will be issued to an employee(s) for performing work for the Buckeye Valley Teachers Association or any organization with which it is affiliated. The notification shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall pay the Board for the amount of the supplemental contract(s) and all retirement contributions paid on behalf of the employee(s). In no event shall this amount exceed the maximum allowed by Ohio Administrative Code Section 3307-6-01. The supplemental contract(s) shall be paid within thirty (30) days of the deposit of the funds from the Association by the District Treasurer. If the foregoing provisions are amended by subsequent changes to Ohio Administrative Code Section 3307-6-01, then such changes shall be addressed as provided in Article I of this Agreement.

ARTICLE III
BOARD OF EDUCATION RIGHTS

The Board hereby retains and reserves unto itself, except as limited by the specific and expressed terms of the Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by Buckeye Valley Board Policy, the Ohio Revised Codes and the laws and the Constitution of the State of Ohio, and of the United States.

ARTICLE IV
GRIEVANCE PROCEDURE

"Grievance" is a claim by a member of the bargaining unit of an alleged violation, misinterpretation or misapplication of a valid provision of the Master Contract or the member's individual contract or a claim may be filed by and/or in the name of the Association only for an alleged violation, misinterpretation and misapplication of the Master Contract.

A grievance may be filed by a bargaining unit member on their own behalf as well as all other members similarly situated so long as such grievance is based on the alleged violation, misinterpretation or misapplication of the same valid provision or provisions of the Master Contract or written individual contract, and the facts are so substantially similar that the determination of the facts in the one grievance is dispositive of the facts in all grievances which could have been filed individually. A "group grievance" shall be heard in a group hearing.

All members of the bargaining unit shall have the right to file a grievance as set forth in this procedure without fear of reprisal. No evidence of the grievance having been filed will appear on the member of the bargaining unit's record, except as may be required by the disposition of the grievance or the arbitrator's award.

The "grievant" is the member of the bargaining unit, or members of the bargaining unit or the Association filing an alleged grievance.

The "party of interest" is the individual or group of individuals the grievant alleges violated, misinterpreted or misapplied a valid provision of the Master Contract or written individual contract.

As used in this agreement, "days" means school days as identified in the annual school calendar adopted by the Board, except as such days may be eliminated by the emergency closing of school. During the summer months when school is not in session, "days" mean weekdays that are not a State or federal holiday. Responses to grievances due in summer months when school is not in session shall be mailed by certified mail, return receipt requested, to the BVTA Co-Presidents listed on the grievance. The time within which the grievant is to process the grievance will begin on the date the certified mail receipt is signed. The number of days indicated at each level shall be considered as maximum and shall be adhered to expedite this procedure. These days may be extended by mutual agreement. If, however, the time level is exceeded by either party, without previous mutual consent, the party exceeding the time limit will concede their position.

The term "member of the bargaining unit" when used in this document, shall refer to an individual or group of individuals who are each members of the bargaining unit.

The primary purpose of this procedure shall be to obtain, at the lowest level and in the shortest period of time, solutions to grievances which may arise.

Nothing contained herein shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem to discuss the matter informally with a member of the Administration through normal channels of communication with or without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this contract.

A grievant shall initiate action within fifteen (15) days of the time when the bargaining unit member should have been aware, upon the exercise of reasonable diligence, of the event or situation upon which the grievance is based or such grievance is deemed waived.

The Association shall have the exclusive right to determine whether a grievance should proceed to arbitration. If the Association decides a grievance should not proceed to arbitration, the grievance shall be considered resolved based upon the disposition made at the preceding step, regardless of who originally filed the grievance. Written assurance of the Association's approval must be included in the Association's Level Four notice to the Board.

Informal - Problem Solving

The purpose of this step of the procedure is to secure, at the lowest possible administrative level, equitable adjustments to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as possible. The bargaining unit member shall, within fifteen (15) days, as defined above, first discuss his/her grievance with their immediate supervisor. There shall be an attempt to resolve the problem informally prior to the filing of a grievance. Such resolution shall not conflict with any provision of this agreement. Shall the same issue arise involving the same parties, within the same school year, the membership may file a Level One grievance without holding a new problem-solving meeting.

If the grievance is not resolved within seven (7) days after the informal meeting, the grievant may advance the grievance form contained in the collective bargaining agreement to Level One.

Formal - Level One

In the event the grievant is not satisfied with the disposition at the informal problem solving, or no decision has been rendered within ten (10) days after the Informal meeting, the grievant may initiate the formal proceedings by filing an Official Grievance Report form with the Building Principal. The Official Grievance Report form will be available from the Association or administration.

Within five (5) days of the filing, the Building Principal will hold a hearing between the grievant and the party of interest. The written disposition of the grievance by the Building Principal shall be added to the Grievance Report form within five (5) days of the hearing.

Formal - Level Two

If the grievant is not satisfied by the disposition of the Principal, said grievant may seek a hearing with the Superintendent or designated representative within seven (7) days after the receipt of the written disposition at Level One by filing another Grievance Report form and submitting it to the Superintendent. Within the next five (5) days, a hearing will be held between the grievant, the Superintendent or his designated representative, and the party of interest. The disposition of the Superintendent or designee shall be given, in writing, within five (5) days from the conclusion of the hearing.

Formal - Level Three

If the grievant is not satisfied with the disposition in Level Two, said grievant may request a hearing with the Board of Education within seven (7) days after his/her receipt of the written disposition following the hearing in Level Two. BVTA will notify membership of an ongoing Level Three grievance. The Board will have ten (10) days to hold a hearing between the grievant, the Superintendent, the party of interest and the Board. The disposition of the Board shall be in writing and shall be given to the grievant within fourteen (14) days from the conclusion of such hearing. All Board hearings pursuant to this section shall be held in executive session, unless otherwise agreed to in writing by all parties to the grievance.

Formal - Level Four

If the grievant is not satisfied with the disposition in Level Three, the Association may request a hearing before an arbitrator within seven (7) days after the disposition at Level Three. The Association's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days of the Association's request for arbitration, the Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of ten (10) to fifteen (15) names. The Association and the Superintendent or designee shall rank the list of arbitrators, or strike through individual arbitrators according to AAA's rules. If AAA is unable to designate an arbitrator based on the submissions of the Association and the Superintendent or designee, a second list of ten (10) to fifteen (15) names shall be requested from AAA to be ranked or stricken by the Association and the Superintendent or designee. If AAA is

unable to designate an arbitrator based on the submissions of the Association and the Superintendent or designee from this second list, then a list of five (5) names will be furnished by AAA for ranking by the Association and the Superintendent or designee. AAA shall appoint an arbitrator from this third list based upon the submissions from the Association and the Superintendent or designee.

Once the arbitrator has been selected, said arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such times as may be agreed upon. The decision 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 Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at the decision concerning any issue presented that is proper within the limitations expressed here. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to said arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

The cost of the arbitration shall be borne by the loser; however, the arbitrator shall apportion costs if less than full relief is granted. Each party shall bear the cost of its own representatives.

Miscellaneous

A grievance may be withdrawn by the grievant at any level without prejudice or record.

In all levels of the Formal Procedure, an Official Grievance Report form (https://buckeyevalleyk12ohus.finalsite.com/about/staff-resources) shall be made in quadruplicate: one (1) for the grievant; one (1) for the administration; one (1) for the Association; and one (1) for the Board.

Upon failure of a member of the bargaining unit to file a grievance, the facts upon which such grievance could have been filed shall not be deemed as “past practices” in the consideration of a grievance subsequently filed by another member of the bargaining unit on the same or similar facts.

Copies of all written decisions of grievances, at all levels, shall be sent to all parties involved. The Association President, the grievant, and the appropriate administrator, shall be included as some or all of the parties to be involved.

In the event that any step of the grievance procedure cannot be processed due to the unavailability of an essential participant because of authorized leave (or, in the summer months, vacation), the time limits to process the grievance step are automatically extended by the period of unavailability

(no more than two (2) weeks). In the event, the grievance procedure cannot be processed, per language listed above, the membership will be notified in writing, with the reason.

ARTICLE V
NOTICE OF RECOMMENDATION OF NONRENEWAL FAIR DISMISSAL

A. The administrator shall notify any member of the bargaining unit for whom the administrator intends to recommend nonrenewal of contract on or before a third evaluation is requested by the evaluator. In the event a third evaluation is requested a different certified OTES evaluator will be assigned to observe the member. The member will be provided an appropriate amount of time to prepare and complete the observation expectations.

The regular limited contract of an employee may be non-renewed in accordance with the procedures and requirements of the Ohio Revised Code. A bargaining unit member who wishes to challenge procedural non-compliance with the procedures in this and the Evaluation Article of the contract shall have all appeal, hearing and other rights afforded by the Ohio Revised Code. The member is also permitted to have a union representative participate in the appeal hearing.

Nothing in this chapter will apply to supplemental, extended service or substitute contracts. Such contracts will expire automatically at the conclusion of their terms. Notice of non-renewal will not be required for such contracts.

A teacher who is eligible for a continuing contract may be non-renewed, may be given a continuing contract, or may be given one (1), one-or two-year, extended limited contract with written reasons directed toward professional improvement.

A teacher who has completed three limited contracts, and who is not eligible for a continuing contract, may also be given a one or two-year probationary contract with written reasons directed to professional improvement. The Superintendent will give the teacher the written reasons no later than June 1st of the year in which his/her contract expires.

The Board will take action on the Superintendent's recommendation and give notice thereof by June 1st as well. If the teacher is re-employed after receiving one (1), one or two-year probationary, limited contract, and he/she is eligible for a continuing contract, he/she will receive a continuing contract. Noncompliance with the requirements of this section will result in the granting of a continuing contract to a teacher otherwise eligible for a continuing contract.

B. Disciplinary Action

Progressive Discipline

An employee shall be disciplined in compliance with applicable provisions of this contract and for just cause and will not be disciplined in an arbitrary or capricious manner.

Anonymous information will not be used to discipline and/or evaluate a bargaining unit member. The member is also permitted to have a union representative participate in any meeting/hearing that may lead to a disciplinary action being taken against the teacher.

1. Letter of Direction – Non-Disciplinary

The purpose of a letter of direction is to advise an employee of school district standards and expectations of performance and is not discipline of the employee. The letter shall clearly state that it is a "letter of direction". No letter of direction shall be placed in a bargaining unit member's personnel file before the administrator issuing the letter has consulted with the Superintendent and the employee has seen and signed the letter as acknowledgement of receipt only.

A letter of Direction as noted above is not part of the disciplinary procedure.

2. Progressive Discipline – Steps

The employer agrees that, where appropriate, the principles of progressive discipline will be followed with respect to all incidents of misconduct and neglect of duty. Progressive discipline does not preclude immediate disciplinary action in cases of serious and/or overt actions which may include advanced discipline including removal. The administration will use the following steps of progressive discipline. Nothing in this article prevents the administration from repeating Steps 1 or 2 or 3 on multiple occasions prior to advancing to the next step or skipping Steps 1 and 2 or 3.

Step 1: Verbal reprimand(s)
Step 2: Written Reprimand(s)
Step 3: Suspension without pay for up to five (5) school days.
Step 4: Termination in accordance with ORC 3319.16

3. Verbal Reprimand

When the administration issues a verbal reprimand, the employee will be verbally advised of the administrative concerns. The administrator shall clearly state that the employee is receiving a verbal reprimand. The employee may have an Association representative of his/her choice present during the verbal reprimand.

4. Written Reprimand

Prior to placement of a written reprimand in a bargaining unit member's personnel file, the administration shall advise the employee of the charges against him/her and conduct a meeting to afford the employee an opportunity to respond. The letter shall clearly state that it is a written reprimand. The employee shall be afforded the right to be represented at the meeting. The employee may waive, in writing, the pre-disciplinary conference provided for in this section.

No written reprimand shall be placed in a bargaining unit member's personnel file before the administrator issuing the reprimand has consulted with the Superintendent and the employee has seen and signed the letter as acknowledgement of receipt only. If no further incidents occur within three (3) years of the written reprimand, it will be removed from member's file, and it shall not be used as the basis for future discipline.

5. Pre-Termination Procedure

Prior to any determination regarding removal or disciplinary action involving reduction or loss of pay or position, the employee shall be presented in writing with the charges and the basis of those charges. The purpose of this procedure is to ensure that the employee has an opportunity to respond to the charges. The pre-disciplinary conference shall be conducted by the Superintendent or his designee. This conference shall be scheduled no earlier than 24 hours after the time the employee is notified of the intent of the administration to consider discipline and schedule the pre-disciplinary conference. The employee will be notified of the nature of the offense and charges. Discipline procedures will be discussed at the pre-disciplinary conference. When the nature of the offense is such that immediate disciplinary action is required, the Board is not prohibited by the terms of this provision from taking immediate disciplinary action, although such conference will not be waived. The Board and the employee may produce witnesses at the pre-disciplinary conference. The employee may waive, in writing, the pre-disciplinary conference provided for in this section.

At the conference or in writing, the employee and his/her representative shall have a right to rebut the charges before an appropriate administrator, however, failure to present rebuttal testimony or other evidence at a pre-disciplinary conference shall not be used against the employee.

After the pre-disciplinary conference, the employee shall be notified in writing of the recommendation of the officer, disciplinary action, and any other administration determination. The notice shall include the charges and the effective date of the disciplinary action, if any, and such notice will be presented no later than seven (7) days after the pre-disciplinary conference.

ARTICLE VI
EVALUATION – OTES 2.0

All evaluations of a member as prescribed in such plan shall be conducted openly with the member's full knowledge and awareness. However, teacher/school counselor evaluation is an ongoing process and is not limited to scheduled classroom observations. Teacher/School Counselor evaluations should be a yearlong process which allows for a holistic approach.

School Counselors will continue evaluation format per current contract language.

Any significant differences on evaluation(s), as set forth below, should be thoroughly analyzed and resolved, if possible. In the event the member does not agree with the principal's evaluation, such disagreement shall be filed, in writing, within ten (10) school days of the principal/member post conference. Additional observations may be requested by the Superintendent or designee at his/her discretion or at the request of either the evaluator or member, if the member has been notified they are at risk of non-renewal. No member will be asked to complete more than three (3) observations in a school year. In the event a member is requested to complete a third observation the member will be assigned a different district certified OTES evaluator upon the member's request. The teacher will be provided an appropriate amount of time to prepare and complete the observation expectations.

Violations of and compliance with, evaluation procedures are subject to the grievance procedure, Article IV. The substance of an evaluation that directly results from an evaluator's following the OTES model may not be grieved.

Evaluation for supplemental and regular bargaining unit member contracts shall be kept in separate envelopes in the personnel file.

A. Definitions

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate teacher evaluation ratings to the Ohio Department of Education (ODE).

4. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.112(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

5. Evaluation Cycle: The period of time for the completion of the evaluation procedure.

6. Evaluation Instrument: The process and forms used by the teacher's evaluator.

   These forms can be found here: ohioes.com/login.

7. Professional Growth Plan (PGP): A written plan, self-directed by the teacher or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

8. Evaluation Rating: The final, holistic evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. The contract will be amended as the criteria/relevant law is amended. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

9. Evidence: Information collected and/or received by the evaluator to support and inform the accurate reflection of the Evaluation. Examples include, but are not limited to, student information affecting educational progress, student interest, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, student work samples, professional growth plans, walk-throughs, observations, information conversation, and high-quality student data.

10. Teacher-Level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data exists, value-added data must be one of the high-quality student data measures used.

11. High-Quality Student Data (HQSD): Information derived from instrument(s) rigorously reviewed and approved by local educators which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

12. Improvement Plan: A written plan developed by the evaluator, utilized when a teacher received a Final Rating of Ineffective on his/her Evaluation or ineffective on any individual component in the evaluation system. Improvement plans shall describe the specific performance expectations, timelines for completion, resources, and assistance available.

13. Progress: Can include but not be limited to qualitative or quantitative evidence. Progress may be accomplished by moving toward a goal but not required to the accomplishment of a goal.

B. Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To inform instruction.

3. To assist teachers and administrators in identifying and developing best educational practices to provide the greatest opportunity for student learning and achievement.

4. To make decisions about retaining high quality staff.

5. Teacher evaluations should be a year long process which allows for a holistic approach.

C. Application

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

1. Teachers work under a license issued under Chapter 3319 of the Ohio Revised Code or a permanent or professional certificate under former section 3319.222 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction, and all school counselors working under a valid certificate/license.

D. Evaluators

1. An evaluator must be an ODE credentialed employee of the District. Supervising administrators will generally be the evaluator for each teacher. Every effort will be made to ensure that the building principal (or assistant principal) will evaluate. Instructional coaches, deans, bargaining unit members and mentors will not be evaluators. However, if a supervising principal is unable to complete the evaluation, a credentialed evaluator employed by the district, and approved by the superintendent will be appointed to complete the evaluation.

2. The person who is responsible for assessing a teacher's performance shall be:

   a. In the event a teacher performs work under the supervision of more than one supervisor, (ex. Teacher assigned in both the middle and high school) one supervisor shall be designated as the evaluating supervisor. The designated supervisor may change under extenuating circumstances, with the Superintendent's approval.

   b. The evaluator shall not be a bargaining unit member.

E. Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of assessing and making recommendations concerning the procedure and process, including the evaluation instrument, and the determination of HQSD for the evaluation of teachers in the District.

1. Members will be comprised of teachers from the Buckeye Valley Local School District who volunteers their time to serve on this committee for the duration of the school year.

2. The Committee should include five (5) teachers and no more than five (5) administrators.

3. Meeting times are flexible and will be set by Committee Members.

4. Members will use the HQSD criteria established by ODE or agreed upon by the committee.

F. Schedule for Evaluation

1. Teachers/School Counselors will be notified in writing or by email, of their designated evaluator no later than September 15th of each school year, and within 5 workdays of any subsequent change.

2. Teachers may request a meeting with their evaluator to discuss the tools, processes, methodology, and the use of high-quality student data.

3. Classroom observations may be scheduled any day except: the day before or after Thanksgiving, Christmas, Spring Break; the day after the member returns from an absence; and, the last day of a grading period, unless initiated by the teacher.

4. The evaluation shall be completed no later than the first (1st) day of May, and the teacher being evaluated shall be given access to the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10th) day of May.

5. A teacher assigned an evaluation rating of **Accomplished** on the teacher's most recent evaluation conducted under this article will only be evaluated once every three (3) school years so long as the teacher submits a self-directed professional growth plan that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. In that case, the evaluation shall be completed by the first (1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year.

6. A teacher assigned an evaluation rating of **Skilled** on the teacher's most recent evaluation conducted under this article will only be evaluated once every two (2) school years so long as the teacher and evaluator jointly develop a professional growth plan that focuses on specific area identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. In that case, the evaluation shall be completed by the first (1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year.

7. In any year that a teacher is on a Less Frequent Evaluation Cycle pursuant to Section F, paragraphs 5 or 6, an evaluator shall conduct at least one (1) announced thirty (30) minutes informal observation of the teacher and hold at least one (1) post conference by the end of the school year to discuss the teacher's professional growth plan progress.

8. Teachers on Leave or Retiring

An evaluation of a teacher who: (1) was on leave for fifty percent (50%) or more of the school year, as calculated by the Board; or (2) has submitted notice of retirement on or before December 1st of the school year will not be evaluated.

G. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession as reflected in the criteria set forth in the evaluation instrument, which can be found here: ohioes.com/login.

2. No teacher shall be evaluated on his or her work performance except based on the observations of the administrator, the walkthroughs that are set forth in this agreement, and other methods of obtaining data concerning the teacher's performance (e.g., high-quality student data, informal conversations, and evidence of practice and professionalism). Teacher evaluation is an ongoing process and is not limited to scheduled classroom observations. Following a post conference, a teacher shall be given twenty-four (24) hours to provide additional evidence.

3. All monitoring or observation of the work performance of a teacher shall be conducted openly.

4. Anonymous and/or unfounded information and materials may not be included in the evaluation. The administration can use evidence that is gathered in the ordinary course of conducting the business of the school district and may be included in the evaluation after the member has been notified, in a conference, of such matters.

H. Guidelines

1. Performance Rubric

a. Each teacher in a full evaluation cycle will be observed formally a minimum of two (2) times each year*;* first formal holistic observation in the first semester of the school year, and second will be formal focused observation held in the second semester of the school year, by his/her assigned evaluator. Exceptions may be made in the event of extenuating circumstances. These observations will be announced and scheduled within OhioES and will cover at least thirty (30) minutes of instruction. If possible, the Evaluation Committee recommends evaluators stay for a full instructional period for middle school and high school teachers or a complete lesson for elementary school teachers. Evaluators will complete the evaluation rubric considering both evidence from the observation, and any additional evidence provided by the teacher. A pre-observation conference shall be scheduled at a mutually agreeable time during the grading period in which an observation takes place. The pre-observation conference will be a verbal conversation used for the teacher to explain plans and objectives for the work situation to be observed and to gather any

information specific to the students and teacher, such as students on IEPs, gifted students, and/or special circumstances. In lieu of the pre-observation conference, the teacher may elect to submit pre-conference questions in the OhioES. If a teacher chooses to answer questions in OhioES, the administrator may assign 2-3 questions in Focus for Learning for the first observation and 2-3 questions within the determined area of focus for the second observation.

b. If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to section 3319.11 of the Revised Code.

c. Each teacher on a full evaluation cycle will be observed through a minimum of two (2) walkthroughs each year by his/her evaluator. Every walkthrough completed by an evaluator will be used as part of the teacher evaluation.

d. The post conference discussion between the evaluator and teacher should focus on identified area(s) of support. At this conference, the teacher may bring additional evidence requested in OhioES from the observed lesson for the evaluator to consider before determining a final holistic rating. Other key elements of the post conference are determining area(s) of focus and discussing progress on the focus area(s). Post conferences will be held within ten (10) school days after each observation. During the post-conference of the first holistic observation the teacher and evaluator will identify the area of focus for the second focused observation. During the second focused observation post-conference the teacher and the evaluator will discuss the progress made for the teacher's PGP and/or improvement plan.

e. In order for the teacher to be best prepared for an efficient and effective discussion during the post-conference, the draft OTES Teacher Performance Evaluation Rubric should be completed and shared with the member at least twenty-four hours (24) prior to the post-conference. The evaluator will notify the teacher by email if they are unable to complete the rubric prior to the scheduled meeting and request a new post conference date and time.

2. <u>High-Quality Student Data</u>

a. Teacher evaluation will use at least two (2) measures of district determined high-quality student data as defined by ODE but will be approved locally by the evaluation committee to provide evidence of student learning attributable to the teacher being evaluated.

b. When applicable, high-quality student data shall include the value-added progress dimension and at least one (1) other measure of high-quality student data.

c. High-quality student data may be used as evidence in any component of the evaluation where applicable.

d. Student Growth Measures (SGM) and Student Learning Objectives (SLO) will not be required components of the OTES 2.0 evaluation system. Teachers will use HQSD to inform instruction.

3. Final Holistic Rating

Evaluators will use ODE Guidance to determine a holistic rating of teacher performance to assess which performance level provides the best overall description of the teacher's practice and enter it into the OhioES Portal in accordance with ODE guidelines.

I. Walkthroughs

1. A walkthrough is a formative piece of the evaluation.

2. Walkthroughs should last no longer than fifteen (15) minutes.

3. Teachers will receive written feedback in the OhioES system within three (3) days.

4. Additional walkthroughs can be requested by the teacher in addition to the evaluator's initiated walkthroughs.

5. Teachers on a Less Frequent Evaluation Cycle do not require walkthroughs.

J. Finalization of Evaluation

1. Written Report

Before the evaluation cycle is final, and not later than May 10th, the formal written evaluation report shall be accessible to the teacher and a conference may be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle

The holistic evaluation of a teacher shall be based upon a high-quality student data and teacher performance. The evaluation report shall be completed by May 10th.

3. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

K. Teacher/Coach for Teachers on an Improvement Plan

The District may provide teachers under an improvement plan with a teacher/coach who is not the credentialed evaluator.

L. Due Process

A teacher shall be entitled to union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

M. Professional Growth and Improvement Plans

1. Professional Growth or Improvement Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation with completion of the plan and may use the plan as a starting point for the school year. The Professional Growth or Improvement Plan and process includes feedback from the evaluator, as well as the teacher's reflection, and the support needed to further the teacher and students (based on available highly qualified student data and/or improvement in one identified focus area), and specifically relate to the teacher's areas for growth as identified in the teacher's evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time).

2. Professional Growth and Improvement Plans shall be developed as follows:

   a. Teachers with a final holistic rating of **Accomplished** will develop a self-directed professional growth plan each year. The teacher does not need to meet with the evaluator to discuss the PGP when it is uploaded. At the end of the school year the evaluator may request a meeting to discuss the teacher's PGP growth.

   b. Teachers with a final holistic rating of **Skilled**, and those who are new to the district or the profession, will collaboratively develop professional growth plan with the evaluator each year. Progress on the PGP will be discussed at the final post-conference observation.

   c. Teachers with a final holistic rating of **Developing** will collaboratively develop a professional growth plan each year that is guided by the evaluator. Progress on the PGP will be discussed at the final post-conference observation.

   d. Teachers with a final holistic rating of **Ineffective** will be placed on an improvement plan each year that is developed by the evaluator.

3. Teachers have the option to complete Professional growth and improvement plans between May 15th to June 1st for the next school year, OR August 1st to September

30th. In the event of transfers or a change in assignment, teachers may revise their PGP.

4. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers.

5. A professional improvement plan is a clearly articulated assistance program for a teacher whose final summative rating is Ineffective or who is deficient in any individual component of the evaluation system.

Full Evaluation Cycle	**Description Requirements**
	Professional Growth Plan (PGP) or Improvement Plan *(plan type depends on rating from the previous evaluation cycle)* completed annually. PGP meeting with evaluator if the teacher was previously rated Skilled, Developing, or Ineffective.
	Pre-Conference discussion with teacher and evaluator decided mutually or submit in the OhioES portal two or three pre-conference Focus for Learning questions (teacher decision)
	First: Formal Holistic Observation followed by a post-conference (completed by the end of the first semester). The Focus area for the second observation should be decided at the post-conference.
	Second: Formal Focused Observation *(Completed by May 1st).* Post-conference will include discussion of progress on PGP. If a teacher is at risk of being non-renewed a third observation may be requested, at this time by the evaluator. A new evaluator may be requested by the member in writing to the Superintendent.
	Two (2) OhioES recorded walk-throughs, (no longer than 15 minutes per walk-through). One walk-through recorded in OhioES per observation.

Less Frequent Evaluation Cycle	**Description Requirements**
	Professional Growth Plan – (PGP, plan type depends on rating from the previous evaluation cycle): completed annually. If a member received a previous rating of "Accomplished", the PGP shall be self-directed and completed in OhioES (No PGP meeting shall be held with the evaluator unless requested by the member). If a member received a previous rating of "Skilled", a collaborative meeting shall be held, with the evaluator to create PGP goal.
	One thirty (30) minute scheduled informal observation recorded in OhioES.
	Final conference to discuss progress on PGP.

N. Roles of OTES Participants

1. Teachers - Each employee who meets the definition of teacher in Buckeye Valley Board Policy GCN-l and AFC-1 is obligated to complete all phases of the Ohio Teacher Evaluation System as specified in this Article.

   a. Each teacher must comply with the district timeline for due dates related to a teacher evaluation in order for Final Holistic Ratings to be compiled by the evaluator prior to May 10th.

2. Administrators

   a. Administrators will give teachers access to the OhioES Portal when they notify teachers that they are their evaluator.

   b. All Observation Rubrics must be completed by May 1st.

   c. Evaluators will oversee the completion and implementation of growth or improvement plans for each teacher.

3. Superintendent or Designee

   a. Facilitates screen set-up in the OhioES Portal.

   b. Give Principals/Evaluators access to the OhioES Portal.

   c. Oversees the high-quality student data options.

   d. Recommends renewal or nonrenewal of teaching contracts to the Board of Education with action to be taken on or before June 1st.

   e. Report Aggregated Teacher Ratings to ODE through the OhioES Portal or other method approved by ODE.

   f. Ensure that evaluators are trained using the OTES and follow the negotiated agreement and Ohio Revised Code when completing teacher evaluations.

ARTICLE VII
REDUCTIONS IN STAFF

A. The Board may make a reduction in force in the bargaining unit only when one or more of the following conditions exist:

1. decreased pupil enrollment;

2. suspension of schools;

3. territorial changes affecting the district;

4. return of regular members of the bargaining unit after a leave of absence; and/or

5. Financial reasons and any other cause set forth in Section 3319.17 ORC or any other Revised Code provision of similar import.

Reductions shall be made by suspending the contract or contracts of one or more members of the bargaining unit provided however, that this provision shall not be construed to limit the right of the Board to non-renew a contract or not fill any vacant position. The Board shall not use non-renewal of contracts as a means of accomplishing the objectives of this Article.

B. If the Board is contemplating the layoff of any members of the bargaining unit, it will so notify the Association at least forty-five (45) days before the proposed effective date of layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs. Any member of the bargaining unit who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

C. For purposes of this Article, seniority will be computed from a member's most recent date of continuous hire and will begin to accrue as of the first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence, periods of layoff pursuant to this Article, or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. A tenured member (holding a continuing contract) of the bargaining unit shall be given priority consideration in staff reduction. When seniority is equal regarding non-tenured members, the following procedures will be used to break the tie:

1. First day of actual service in a bargaining unit position; then if there is still a tie –

2. Date of hire as a teacher by the Board of Education; if there is still a tie –

3. Date signed employment contract received by the Treasurer's office; if there is still a tie –

4. Current step on the years of experience column on the salary schedule, with the person on the highest step having seniority; if there is still a tie –

5. Any previous employment at Buckeye Valley (in or out of the bargaining unit); if there is still a tie –

6. The employee with the lowest last four digits in their social security number will have most seniority.

D. No later than September 30 of each school year, the Superintendent will provide the Association Co-Presidents with a list showing the seniority of each member of the bargaining unit employed by the Board and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will at all times have posted in his/her office a current seniority list which will be available for inspection during regular working hours by any member of the bargaining unit and provide a copy to the Association Co-Presidents.

Should a reduction in force be necessary, members of the bargaining unit will be reduced based on his/her evaluation rating: provided that, the members on continuing contracts shall be given preference over members on limited contracts. The member with the lowest evaluation rating shall be laid off first. If members have comparable evaluations, the least senior of the members with comparable evaluations shall be laid off first. However, the member of the bargaining unit being laid off in one area of certification/licensure may, within five (5) days of receipt of written notice of reduction status, request, in writing, placement in another position in which the member is licensed to teach. Those members on continuing contracts shall be given priority over members on limited contracts. Members requesting to displace another member cannot have a lower rating on their evaluation than the member being displaced. Where evaluations are comparable, seniority shall be the deciding factor. In order to provide qualified members in all positions, the Board may reassign and transfer according to the provisions of this agreement.

E. Recall

1. If there is a vacancy in a bargaining unit position, that the Board decides to fill, laid off members of the bargaining unit who are certificated/licensed to perform the work in question will be recalled in reverse order of layoff (i.e. last laid off is the first recalled).

2. If a laid-off member of the bargaining unit has been recalled to a position other than that which was held immediately prior to the layoff, said member of the bargaining unit will remain eligible for recall in accordance with the provisions of sub-section 1 above.

3. Notice of recall will be given by registered mail to the last address given to the Board by a member of the bargaining unit. A copy of the notice of recall will be given to the Association. If a member fails to respond within ten (10) days after receipt of the above notice of recall or if the member does not claim or refuses delivery of the registered mail notice, said member will be deemed to have refused the position offered.

4. A member who is laid off will remain on the recall list for thirty-six (36) months after the effective date of the layoff unless that member:

   a. waives recall rights in writing

   b. resigns

c. fails to accept recall to the position said member held immediately prior to layoff or to accept a substantially equivalent position; or

d. fails to report to work in a position that said member of the bargaining unit has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a member of the bargaining unit has secured temporary employment elsewhere, that member will be allowed fifteen (15) days additional time before being required to report to work.

F. All benefits to which a member was entitled at the time of the layoff, including unused accumulated sick leave, will be restored to that member upon return to active employment and said member will be placed on the proper step of the salary schedule for experience and education. A member of the bargaining unit will not receive increment credits for time spent on layoff.

ARTICLE VIII
SCHOOL DAY

A. The school day of all bargaining unit members shall be seven (7) hours and thirty (30) minutes. Supplemental contract time is over and beyond the normal contracted day. High school and middle school teachers shall be required to report to the building no earlier than 7:25 a.m. – 2:55 p.m. or to begin duty no earlier than 7:30 a.m. No elementary school member of the bargaining unit shall be required to report to a building before 8:30 a.m. – 4:00 p.m. on a normal contracted day. Professional development days shall be seven (7) hours and twenty (20) minutes and be scheduled from 8:00 a.m. to 3:20 p.m.

All classroom members of the bargaining unit shall have a planning period. High school and middle school members of the bargaining unit shall have one class period for planning each day. Elementary members of the bargaining unit shall have fifty (50) consecutive minutes each student day for planning time. These planning periods are to be free of assigned duties, and meetings. If a parent requests an IEP meeting during a teacher's planning time, the teacher will make an effort to accommodate the final meeting time.

Bargaining unit members shall meet with parents when requested, such meetings to be scheduled at a time within the discretion of the bargaining unit member. Disagreements regarding scheduling of parent meetings shall be resolved jointly by the building principal, the bargaining unit member, and the parent.

B. Members of the bargaining unit who are under contract part-time shall be scheduled for one (1) block of time.

C. In the event that State law is modified to require a minimum school day greater than seven (7) hours, State law shall be followed. In that event this Article shall be renegotiated in accordance with Chapter 4117 of the Ohio Revised Code.

D. Flex Time

A bargaining unit member is required to be on duty seven (7) hours and thirty (30) minutes per day. However, subject to all other obligations in this contract, each bargaining unit member shall have the right to utilize flex time before and after the student day, at the discretion of the bargaining unit member, provided that he/she works an average of seven (7) hours and thirty (30) minutes per day over a one (1) month period. When a bargaining unit member plans to use flex time, the member shall inform the building principal prior to such use. Flex time shall not be used as a reason for unavailability for pre-arranged meetings.

If a building principal suspects that a bargaining unit member is abusing flex time by not working seven (7) hours and thirty (30) minutes required by the contract, he/she may require the bargaining unit member to account for time and may require the bargaining unit member to submit time sheets.

ARTICLE IX
ELECTRONIC GRADE ENTRY SYSTEM

The Association and the Board mutually agree that an important district goal is the continued use of technology, with increasing staff expertise in the same. In accordance with that agreement, the BVTA and the District agree to the following:

A. It is the expectation that an electronic grade entry system (e.g., Power School) will be used for the purpose of recording and posting grades online.

B. Members required to use the system shall not be held liable for any breach in the security of the system from intrusions, such as hackers, etc.

C. The teacher will have access to a school computer within the school day.

D. Parents viewing grades through the program and wishing to discuss these grades will contact the teacher.

E. Teachers who use the system are encouraged to communicate student progress no less than bi-weekly but are expected to have grades recorded at interims, at the end of the grading period, and no less than four (4) other updates throughout the grading period. Total of six (6) entries per course per quarter for Middle School and High School teachers.

F. Efforts will be made to balance the number of student instructional days between the first and second semesters. The deadline for Quarter Two (Q2) (First Semester) grades will be four (4) school days from the end of the first semester.

ARTICLE X
ASSIGNMENT/TRANSFER

A. Assignment Transfer and Vacancy Posting for Certificated Positions within the District

1. Any member of the bargaining unit under contract from the previous year will have the same assignment in regards to building or buildings, grade level, or department in which services are to be rendered unless notified otherwise by July 15.

2. No member will be involuntarily transferred into a position for which he/she does not hold a valid certification or license.

3. A job vacancy is created by the death, resignation, retirement, transfer, nonrenewal, or termination of a bargaining unit member. The Board can decide whether or not to fill the position. In the event the Board does decide to fill the position the following will occur.: All transfers and assignments must be filled to ensure current members have a position for the following school year. A vacancy exists after all positions to be filled by assignment or transfer have been filled and prior to the employment of a new teacher from outside the bargaining unit. When the Superintendent determines that a vacancy exists, it will be posted as provided in this article.

   If the Board decides to fill a licensed school counseling position, it shall be filled by a licensed school counselor and be a bargaining unit member.

4. Whenever a bargaining unit position is determined to be vacant or a newly created position is established, the Superintendent's office shall post such vacancies electronically via district email. The notice shall include the qualifications necessary to filling each position posted. Bargaining unit members of the Buckeye Valley Local School District desiring to be considered for such vacancies shall apply.

5. Application for a vacancy must be submitted within four (4) days of the posting between May 1 to July 31. Certified employees of the Buckeye Valley Local School District shall be afforded the opportunity of an interview and have preference in filling a position if meeting the State license qualifications for the vacant bargaining unit position. The Superintendent, or designee, shall confer with a member of the bargaining unit denied a transfer to a posted position at the latter's request. Vacancies posted between July 11 and September 30 will be posted until filled with no internal candidate preference.

   If two or more applicants, who are the most qualified for the position, are equally qualified, and at least one of them is a bargaining unit member, the position will be awarded to the most senior bargaining member from among those who are most qualified for the position.

6. From the end of school through the opening of school (summer), vacancies shall be posted on the District website, with date of posting included, and by e-mail to each

bargaining unit member. Application for a vacancy must be submitted to the Central Office within four (4) week days, not including State or Federal holidays, of the posting.

7. For the purpose of this section, the Superintendent may post a notice of any vacancy created by reason of a transfer, assignment or reassignment made pursuant to this section.

8. As soon as the district determines what positions are available per building, the members will be notified and given a period of not less than five (5) days to submit written expressions of interest in assignment to the requested building and position. Determinations regarding such expressions of interest will be based upon the following order:

   a. Continuing contract

   b. Seniority;

   c. Those interested in voluntary assignment to the current grade level, new building;

   d. Those interested in a different grade level, new building;

   e. Voluntary reassignment to different grade level within the same building;

   f. Involuntary reassignment.

   Following consideration of declarations of interest, and making tentative assignment, all teachers who will be reassigned as a result will be notified, at the earliest possible time, of tentative assignments. All such assignments will be tentative, pending completion of the facilities and determination of further needs of the district.

9. Bargaining unit members who are required to move their classrooms as a result of the opening of a new building or renovation of an existing building, or relocation of a grade level, will have the choice to move their classroom materials or have them moved in a manner to be determined by the administration. Unit members who chose not to move their own materials agree to hold the Board harmless for any loss or damage to their materials resulting from the move.

B. <u>Posting and Filling Supplemental Positions</u>

1. Supplemental positions are one year limited contracts which are automatically non-renewed at the end of each school year without any Board action. However, the Board may renew the supplemental contract of a bargaining unit member without posting said position. All supplemental contracts shall be forwarded to the bargaining unit or non-licensed individual within forty-five (45) calendar days of Board's approval. Non-renewal of a supplemental contract is not a disciplinary

action or necessarily an indication of poor performance and will not be recorded as such in the personnel file of the bargaining unit member.

a. For all new and vacant supplemental positions, the Board will post the positions as provided in this Article. The supplemental positions will be filled in accordance with Ohio Revised Code 3313.53. The Ohio Revised Code requires that qualified bargaining unit members be offered the positions first. If no qualified bargaining unit member accepts the position(s):

   i. The Board must advertise the position(s) as available to licensed, qualified teachers not employed by the Board.

   ii. If no licensed, qualified individual not employed by the Board accepts the supplemental position, the Board may offer the position to a non-licensed individual who holds a valid pupil activity program permit.

b. If a non-licensed individual with a valid pupil activity program permit holds a supplemental position, he/she may be renewed without first advertising said position or offering it to a bargaining unit member, pursuant to Ohio Revised Code 3313.53.

c. Members hired for a supplemental position will receive their contract within forty-five (45) calendar days of being approved by the Board or its designee.

ARTICLE XI
CONTRACTS

A. The Board shall provide by the end of July, each member of the bargaining unit individually written contracts, a copy of the district's current salary schedule and written notice of their placement on the district's salary schedule which is keeping with the provision of the Ohio Revised Code. Similarly, the Board shall also provide all new teachers within forty-five (45) days of board approval or the board's designee, the following with individually written contracts, a copy of the district's current salary schedule and written notice of their placement on the district's salary schedule. At the same time, new hired certified staff have until October 1st to prove their contract placement, if not it will not be changed until January 1st. If a teacher does not receive a correct contract, a new correct contract will be issued to that member with the correct information.

B. All contracts shall be subject to the following terms and conditions as if said terms and conditions had been fully set forth therein:

1. Said base annual salary shall be paid in twenty-six (26) installments. On any occasion that a pay date falls on a bank holiday or on a day when the Treasurer's office is closed, the pay will be on the workday immediately preceding the holiday. Proof of completion of one hundred fifty (150) semester hours, or Masters Degree,

or Masters plus 15 semester hours, or Masters plus 30 semester hours, Masters plus 45 by October 10 or by February 10 shall result in an immediate salary adjustment. Any adjustment resulting from proof of completion by October 10 shall be retroactive to the first teacher workday of the school year. An adjustment resulting from proof of completion by February 10, shall be retroactive to January 1. Nothing in this section shall preclude the adjustment of annual salaries at any time during the school year.

2. Each member of the bargaining unit, before signing a contract, shall have been notified as to their duties and obligations pertaining to the State Teacher's Retirement System.

3. The minimum sequence of limited contracts will be as follows: 1-1-2-5 (number of years for which the contract is issued), except as indicated below. Only members of the bargaining unit employed after the opening of school shall be given less than a one (1) -year contract. If the member is employed after the beginning of the school year, the contract will be pro-rated for the remainder of the contract year. The member shall not be moved to the next experience step nor will this contract be considered the member's first one-year contract if he/she has not worked one hundred twenty (120) days during the school year. The member will receive one (1) year experience credit for contract purposes if he/she has worked one hundred twenty (120) days in the same position. Those members of the bargaining unit who qualify shall be eligible for a continuing contract in accordance with the applicable provisions of Ohio law. Those members of the bargaining unit who have had a continuing contract in another school district in Ohio shall be eligible for a continuing contract at the end of two (2) years. The Board of Education shall act on continuing contracts for all eligible bargaining unit members, who have indicated intended eligibility on the annual intent form once each year prior to June 1. The annual intent form shall provide information to indicate continuing contract eligibility.

4. The Board reserves the right to award a probationary one-year contract to those teachers who would otherwise be eligible for a two-year, first five-year or continuing contract if professional improvement is needed as indicated through the Ohio Teacher Evaluation System (OTES). The member will be provided with a written explanation as to why they are being put on a one year probationary contract. Needed professional improvement is defined as an ineffective rating in one (1) or more OTES domains or in two (2) or more consecutive formal evaluations. A probationary contract may be awarded to a bargaining unit member only once in any five (5) -year period.

5. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract. Payment for such services shall be as provided in the Supplemental Salary Schedule. No member of the bargaining unit shall be required to supervise extra-curricular activities. All extra-curricular activities, with or without compensation, must be approved by the Board. Payment shall be made by separate check, only three (3)

times per year, following written notification of the completion of the duties. Payment by separate check will be made by the following guidelines if: All paperwork is received to the Treasurer's Office on or before December 1st, with payment on or before the third Friday in December. All paperwork is received to the Treasurer's Office on or before April 1st, with payment on or before the third Friday in April. All paperwork is received to the Treasurer's Office on or before June 1st, with payment on or before the third Friday in June.

6. The Treasurer of the Board shall make available a copy of the Board's existing policies, rules and regulations to each member of the bargaining unit. The district treasurer will ensure the district website is updated at the start of each school year. Also, all adopted policy changes shall be made available to each building Principal, union executive committee, and each member of the bargaining unit when adopted. The Board Policy Handbook shall be made available online on the District's website.

7. Procedures for Obtaining Continuing Contract

No later than September 15 of the year in which the member believes that he/she is eligible for a continuing contract, the member will notify the Superintendent in writing of his/her expectation to be considered for a continuing contract. It is then incumbent upon the appropriate administrator to follow the necessary evaluation procedures as set forth in this contract. A member who becomes eligible or who believes that he/she is eligible for a continuing contract during the term of a multi-year limited contract may request consideration for a continuing contract during the term of the multi-year contract by submitting the written notice as set forth herein. The Board will then consider the member for a continuing contract. The member will either be granted a continuing contract or a one-year extended limited contract and the existing multi-year contract will become void.

ARTICLE XII
CALENDAR

A. A calendar committee consisting of the Superintendent, and two appointees, and three BVTA Executive Committee members, one from each building level shall meet by February 1 of each year to develop a proposed calendar. The calendar committee will share the calendar with the Executive Committee of the BVTA. The final selection of a school calendar should then be presented to the Board of Education.

B. All members of the bargaining unit shall be employed pursuant to a school calendar of not more than 184 days unless modified by State law. There shall be one hundred seventy-eight (178) student contact days and two (2) parent conference days. Additionally, there shall be two (2) days at the beginning of the school year without students. The first contractual day without students, for the staff shall be reserved for room preparation. The second day may be used for in-service activities and meetings. One (1) three (3) hour day without students shall be reserved at the end of the school year to close out student records

for the school year. Any change in order of these first two (2) days shall be mutually agreed upon between the BVTA Co-Presidents and the Superintendent.

C. Four professional development days will be paid at the members per diem rate of pay, which has been included in the salary schedules. The four professional days will occur in this manner: one day added to the beginning of the school year as determined by administration and one at the end of quarters 1, 2, and 3. Two of these days will be teacher protected work days. On the other two days, the district administrators or building principals may schedule meetings or professional development for teachers in grades Pre-K-12, for a maximum of three (3) hours with the remainder of the day being a teacher workday. In the event there are no assigned meetings or planned professional development, on professional development days, teachers will be permitted to complete their work at their own discretion. If professional development does not support a teachers licensed content area that teacher will be permitted to complete work at their own discretion. By the start of the school year the district will notify the teachers which two days will be the teacher protected work days.

D. The Board in conjunction with administration and building representatives shall adopt on or before the conclusion of the second week of school a calendar setting forth all parent-teacher conferences required of members of the bargaining unit. The number of required evening conferences for high school teachers will be four (4). Non-paid evenings for these teachers will not exceed two (2). The required number of evening conferences for K-8 teachers will be four (4). Non-paid evenings for these teachers will not exceed two (2). In the event of inclement weather or other emergency, Superintendent will determine if parent/teacher conferences are cancelled or held.

E. Each building Principal shall post notice of all general staff meetings on or before the 25th day of the month prior to such a meeting. Such meeting can only be rescheduled by mutual consent of the building principal and Co-Presidents. Such meetings beyond the members' schedule day shall not exceed nine (9) hours of general staff meetings per year, such meetings not to exceed one and one-half ($1^1/_2$) hours in length. Upon the authorization of the local Superintendent, emergency staff meetings may be called as required.

F. Should conditions exist that might warrant the cancellation of school for the day, all reasonable efforts will be made to make such a decision prior to 6:30 a.m. of the day in question. If the decision is to cancel the day's instruction, notification will be transmitted by the district's automated alert system.

G. In the event that State law is modified to require a state-wide school calendar, state law shall be followed. In that event, this Article shall be renegotiated in accordance with Chapter 4117 of the Ohio Revised Code.

H. When schools are closed due to epidemic, or other calamity, employees shall be paid at the regular rate of pay and not have sick leave, personal leave, or vacation charged against their accounts.

ARTICLE XIII
SUBSTITUTE TEACHERS

A. When the administration becomes aware of any absence of any member of the bargaining unit, the administration must reasonably attempt to provide a substitute. No substitute shall be required to fill an absence of less than one-half (1/2) day. Members of the bargaining unit who are requested to substitute during planning or conference time shall be paid at the rate of forty dollars ($40.00) per hour in increments of six (6) minutes or class period. Members will fill out the form in (https://buckeyevalleyk12ohus.finalsite.com/about/staff-resources) to request payment.

B. Members of the bargaining unit shall not be reassigned from a regular teaching assignment for the purpose of substituting. Members absent, for whom a substitute is paid, shall be docked appropriate leave (sick, personal) for the period of the absence in increments of one-fourth (1/4) of the school day.

C. Members of the bargaining unit requested to cover an absent member's class in conjunction with their own class assignment shall also be paid at the above rate.

ARTICLE XIV
PROFESSIONAL COMPENSATION

A. College Credit Plus (CCP) Courses

College Credit Plus annual stipend of $500.00 for members per course taught and to be paid out in April and June. For payment for first semester CCP courses, all paperwork must be received by the Treasurer's office by April 1st, with payment on or before the third Friday in April. For second semester payment, all paperwork must be received at the completion of the second semester course.

B. Continuing Education Units

The Board shall provide the opportunity for members of the bargaining unit to earn Continuing Education Unit (CEU) credits, at no cost to the Board, after school hours.

C. Tuition Reimbursement

The Board of Education will appropriate up to $30,000, up to a cap of $50,000 for the purpose of reimbursing bargaining unit contributing members for the cost of tuition and fees for college credit satisfactorily completed with a grade of C/S or better in accordance with the provisions of this section. Tuition reimbursement is not given for courses taken for audit. As long as the balance in the fund is less than $50,000 the Board will contribute an additional $30,000 per year. Once the balance exceeds the cap of $50,000 no additional yearly allocation will be made until the balance in the fund falls below the $50,000 cap. The maximum balance that can be in the fund at any one time is $79,999.99.

Tuition reimbursement will be available for members of the bargaining unit. The participating member shall have taught 120 school days in the Buckeye Valley Schools immediately preceding the term of enrollment and has either returned to teach immediately following the semester or quarter of enrollment or continued to teach during such enrollment.

The member must take the course work in an area of current certification, or in an area affording professional enhancement benefiting both the member and the school district, as approved by the Superintendent.

Applications (https://buckeyevalleyk12ohus.finalsite.com/about/staff-resources) for reimbursement must be submitted to the Superintendent or designee by October 10th for courses successfully completed between August 31 of the previous school year and September 30th of the current school year. Payment will be made on an equitable pro rata basis not to exceed the conditions stipulated in this Article. Quarter hours will be converted to semester hours for pay purposes so that each quarter hour will be reimbursed at two-thirds (2/3) the semester hour rate. The amount of reimbursement will be determined by dividing the total number of dollars available for reimbursement by the total number of credits to be reimbursed. That amount will then be multiplied by the number of reimbursable credits each member is entitled to receive. Total reimbursement to any member will not exceed the actual tuition cost of course(s) taken by the member. Any surplus in the Tuition Reimbursement fund will be carried forward to the next year.

D. Any member who has been employed in the district since 2011 and is on a reduced step due to the freeze, shall be reinstated to their correct step based on their hired date.

ARTICLE XV
COMMUNICATIONS

A. Upon request of either of the Co-Presidents of the Association or the Superintendent of Schools, the Superintendent shall meet once each month during the months of September through May, with a committee designed by the President and the Superintendent to discuss professional and personnel issues that may be of interest to all parties. The purpose of this committee shall be to open the lines of communication between the professional staff, the Superintendent, and the Board. If the issue is not resolved at this meeting, the Superintendent or his/her designee shall conduct a meeting at the building level with the Association Co-President or his/her designee and the principal to discuss the issue(s). If an issue between the Association and the Superintendent is not resolved at the building level meeting to the satisfaction of the Association, the President of the Association shall be granted the opportunity to discuss the issue with the Board providing said issues are not currently being grieved.

B. Discipline

The administration shall have the right to determine appropriate discipline within the parameters established by Board policy and the student code of conduct. Issues relating to

student discipline concerns shall first be addressed through the building principal. If student discipline concerns persist, a bargaining unit member may notify an Association Co-President or a building representative of his/her concerns. The Association Co-President shall notify the Superintendent of the concern and the matter will be discussed at the next communication meeting or sooner. If the concern is not resolved at this meeting, the Superintendent or his/her designee shall conduct a meeting at the building level with the Association Co-President or his/her designee and the principal to discuss discipline concern(s). If an issue between the Association and the Superintendent is not resolved at the building level meeting to the satisfaction of the Association, the President of the Association shall be granted the opportunity to discuss the matter with the Board.

ARTICLE XVI
LEAVE POLICY

A. Sick Leave

1. Each member of the bargaining unit will receive fifteen (15) days of sick leave per year at the rate of one and one-quarter (1-1/4) days per month.

2. All members not previously having sick leave accumulated shall be advanced five (5) days at the beginning of the school year. The days so advanced shall be included and not in addition to the fifteen (15) days earned annually as set forth in Sub-Section One (1).

3. Sick leave days may be used in no less than one-fourth (1/4), one-half (1/2), or one (1) full day increments to cover absence for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or students, and for illness or death in the immediate family and those living in the household.

4. Immediate family shall be interpreted to include parents, children, spouse, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or anyone living in the same household.

5. This definition may be expanded with the approval of the Superintendent on special circumstances of the relationship.

6. Extended family means “close friends”, as determined by the Superintendent, aunts, uncles, cousins, nieces, nephews, whether by blood or marriage. Up to two (2) days of sick leave per school year may be used by reason of the illness of an extended family member.

7. Members of the bargaining unit shall be notified of their accumulated sick leave on a monthly basis.

B. Bereavement Leave

1. For an immediate family member's (as defined in #4 above) death, a bargaining unit member may take up to five (5) days of sick leave per school year.

2. For an extended family member's (as defined in #6 above) death, a bargaining unit member may take up to two (2) days of sick leave per school year.

C. Sick Leave Bank

1. The Buckeye Valley Certified Sick Leave Bank (BVTASLB) will be used to provide contributing members with compensation of pay for days missed after all paid leave has been exhausted. The sick leave bank is used for a catastrophic illness, terminal illness, catastrophic injury. The Executive Committee of the BVTA will enroll members, accept deposits of sick days, credit withdrawal of sick days, perform audits, ensure confidentiality according to the Ohio HIPAA Law, review applications, review supporting medical documentation, and determine the number of days granted. One (1) Administration employee will be needed to move sick leave days from a certified member to the recipient at the request of the Executive Committee.

2. Membership: Certified Employees are members who meet the following qualifications and may enroll in the Certified Sick Leave Bank.

   a. All current members must donate at least one (1) full sick day by October 1 of the first new contract year to participate in the BVTASLB.

   b. All new members hired must bank their one (1) sick day by October 1st of the year they are hired.

   c. Members may voluntarily donate as many sick days as often as they choose if they have the time to contribute by October 1st. All days deposited are nonrefundable.

3. Certified employees may apply to withdraw, with a medical documentation stating time needed after all paid leave has been exhausted. Sick time granted will not be determined on days deposited by the member.

4. The maximum number of days given at one time will be determined by the medical documentation not to exceed the member's contracted days per week times four (4). A member may resubmit an application with additional medical documentation if the initial grant is not sufficient to cover the days needed for the return to work qualifications. Any days not used by a member will be redeposited into the BVTASLB.

5. BVTASLB will grant days during the current academic school year. Members who work an academic school year will not be granted a carryover claim. Members may

request to resubmit a claim if time off is still needed when the next academic year begins.

6. A member loses all rights and privileges to use BVTASLB and forfeits any time donated immediately for the following:

   a. Refusal to deposit one (1) day per contract.

   b. If a member opts out of BVTA.

7. The BVTASLB reserves the right to request additional supporting documentation if they believe it is warranted.

8. BVTASLB Committee responsibilities:

   a. Create a Contribution/Deposit Document for enrollment, which must be signed by a contributing member.

   b. Create an Application for Withdraw, signature required

   c. The BVTASLB Committee will approve or deny all grants and forward all necessary documentation to the applicant and the Payroll department within 15 days of the request. All applicants may appeal the decision by providing additional information to the committee.

   d. The BVTASLB Committee will keep organized records of deposits, withdraws, and conduct a year-end audit of the bank.

D. Maternity Leave

A pregnant bargaining unit member may use up to six (6) consecutive calendar weeks of accumulated sick leave immediately following the birth of a child. Up to an additional two (2) consecutive calendar weeks may be taken upon a doctor's certification of medical need.

The FMLA permits qualified employees to receive up to twelve (12) weeks of unpaid leave per year for personal or family medical reasons. Employees using paid sick leave under this subsection shall be charged FMLA leave for all such time on leave.

E. Paternity Leave

A non-childbirth bargaining unit member may use up to four (4) weeks of accumulated sick leave for the birth of their child within the first year after birth.

F. Adoption Leave

1. A bargaining unit member may use up to four (4) consequent calendar weeks of accumulated sick leave upon placement of an adopted child eighteen (18) years of age or younger.

G. Personal Leave

1. At the beginning of each school year, each member of the bargaining unit shall be credited with three (3) days with pay, to be used in no less than $^1/_4$ day increments for personal leave upon notification to the local Superintendent. The Superintendent may, within his/her discretion, grant a unit member more than three (3) personal leave days. Per building, no more than ten percent (10%) or the total teaching staff may use personal days to extend holiday break.

2. Unused Personal Leave

   Members of the bargaining unit who do not use personal leave days during the regular school year may choose to have these days converted to sick leave day(s), be paid for each unused personal leave days at the rate of one half (1/2) of the teachers per diem rate for the school year in which the day(s) could have been used or roll over personal days to the following year. Members may roll over up to two (2) days for maximum of five (5) days for personal leave.

3. Not more than twenty percent (20%) of the total teaching staff within a building may take leave on the same day, except that the Superintendent may allow such limitation to be exceeded under special circumstances. On the teacher workday before and the teacher workday after a holiday and during the period of May 1 until the end of the school year, the limit shall be not more than ten percent (10%) of the total teaching staff within a building.

4. Except in cases of an emergency, notification of personal leave shall be submitted to the local Superintendent no less than three (3) days prior to the use of such leave. During the period of May 1 until the end of the school year, except in cases of an emergency (in which case the Superintendent may grant a waiver of the 10-day notice requirement), notification of personal leave shall be submitted to the local Superintendent no less than ten (10) days prior to the use of such leave.

5. If a member of the bargaining unit fails to complete his or her contract, and the Board of Education refuses to accept the resignation of said member any personal leave granted shall be deducted from such teacher's final pay. Such deductions shall not be made if the contract is terminated.

6. Members of the bargaining unit who do not use their personal leave days or choose not to bank/rollover them over or use half days during the regular school year may choose to either have these days or half days converted to sick leave day(s) or to be paid for each unused personal leave days at the rate of one-half (1/2) of the teachers per diem rate for the school year in which the day(s) could have been used. If sick leave credit is selected, the Treasurer will credit the sick leave days as of June 30 of the school year in which the days could have been used. If payment is selected, the Treasurer will make the payment prior to the beginning of the next school year. Payment will be made in a lump sum

7. Bargaining unit members are strongly urged not to take personal days before or after holidays and vacations.

H. Professional Leave

1. Upon approval of the Superintendent, members of the bargaining unit may be granted professional leave with pay for attendance at meetings of an instructional nature or visitation that can be beneficial in improving said person's abilities in performing their duties.

2. The Superintendent may grant additional days requested.

3. Professional leave may be of two (2) types:

   a. Full or partial-payment of all actual and necessary expenses.

   b. Non-payment of expenses but the member of the bargaining unit is approved to attend professional conferences with salary and substitute for approved professional meetings.

4. All requests by the professional staff shall be made to the Superintendent on the prescribed form stating which type of professional leave is being requested. For notification purposes, professional staff members must route the request through the appropriate Building Principal prior to forwarding the request to the Superintendent.

5. Professional meetings are those meetings approved by the Superintendent for job-related and in-service education necessary for the employee requesting the professional leave. Those requests exceeding $250.00 in reimbursement shall be presented to the Board for approval. The Board will pay up to $250.00 for approved professional meetings. This amount may be carried over from year-to-year to a maximum accrual of $750.00. For meetings held outside of the school day or year, the Board will match up to an additional $150.00 paid by the unit member for approved professional meetings (for a total Board cost $400.00).

6. In the event that a request for a professional leave is rejected, the Superintendent shall give a written explanation of the reason for rejecting the applicant's request.

7. Expenses may include but are not limited to: travel (mileage), meals (not to exceed $8.00) for breakfast, $13.00 for lunch, and $22.00 for dinner), lodging (no more than $130.00), and registration fees as required. A signed receipt for registration fees, meals, lodging and other expenses must be submitted to the Treasurer for reimbursement. To be eligible for reimbursement of expenses, expense forms must be turned into the Treasurer's Office within sixty (60) days of the date of the conference.

8. Leave which is necessary for the purpose of chaperoning students (field trips), course of study meetings, textbook meetings and any in-service training required

by the State Department of Education shall not be counted as professional leave as outlined in this section.

9. All members of the bargaining unit granted professional leave shall be replaced by a substitute in accordance with the Board of Education policy.

I. Leave of Absence

A leave of absence is defined as a period of absence from duty without pay, by any member of the bargaining unit approved by the Board. Upon written request, the Board may grant a leave of absence for a period not to exceed two (2) consecutive school years for the purpose of education, professional, child care or other purposes and shall grant such leave where illness or disability is the reason for request. Illness shall be verified in writing by a physician.

Upon return to service, a member of the bargaining unit shall resume the contract status held prior to the leave. No leave of absence shall count as experience on the salary schedule except as required by law. The Superintendent and the applicant shall establish the beginning and the expiration dates of the leave period. Members of the bargaining unit on leaves of absence shall inform the Board in writing, by certified mail, by April 15 of the year in which their leave expires, of their intention to return to work. Failure to comply shall be conclusively deemed a constructive resignation and all rights and privileges of employment shall be extinguished. The members shall not be responsible for delivery of the certified mail letter if it is unclaimed or refused; however, the Association shall be immediately notified.

When a leave of absence expires, the member of the bargaining unit on leave shall be assigned a position in which they hold a valid Ohio teacher license. Nothing contained herein shall be construed to abrogate the provisions of Article X.

Members of the bargaining unit shall be given the option to continue insurance and other benefits by paying the full monthly premium amounts (i.e. both the employee and employer share of the premium) to the Treasurer while on such leave.

J. Military Leave

1. Eligibility:

Any member of the bargaining unit shall be granted a leave of absence to be inducted or otherwise enter and serve military duty in accordance with the provisions of law.

2. Application for Leave:

The application for leave of absence for military duty shall be made as far in advance of that duty as possible but not later than the date on which orders to report to military duty are received.

3. Notice of Intent to Return:

Notification of intent to resume employment shall be given within ninety (90) days after discharge from the military service for which the leave was granted. Failure to comply shall be deemed a constructive resignation and all rights and privileges of employment shall thereupon be extinguished.

4. Reinstatement:

Upon evidence of honorable separation from the military service and upon proper application for reinstatement to duty, a member shall be re-employed at the beginning of the next school year, provided such application is made not less than thirty (30) days prior to the first day of the next school year unless the Board waives the requirement for such thirty (30) day period, or unless the Board f wishes to reassign the member at an earlier date, as requested by the member.

5. Seniority:

For purposes of seniority and replacement on the salary schedule, years of absence in the service of the Armed Forces of the United States, or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time as prescribed by law.

K. Jury Duty/Court Leave

When it becomes necessary for a bargaining unit member to accept jury duty, the member shall be paid the regular salary per-diem rate for the number of days involved and shall turn into the treasurer's office any compensation received from the court for jury duty. Paid leave will be granted for compulsory court appearances when the compulsory appearance arises from the teacher's employment with the Buckeye Valley Local Schools as long as the member is not the plaintiff in an action against the Board or otherwise appearing against the Board. Such leave shall not be deducted for any other type of leave.

L. Childcare Leave

1. Leave Rights - A bargaining unit member who is pregnant, who has a pregnant spouse, or who is adopting a child, shall be entitled to a leave of absence, without pay, for childcare reasons to begin at any time during pregnancy or upon adoption of a child. Such leave shall not be less than the balance of the school year or longer than the balance of school year plus one more school year.

2. Application for Leave - Applications for childcare leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date which the leave of absence is to commence and the date the leave expires. Such expiration date shall coincide with the commencement of the school year, but may be at the start of the second semester of the school year if a position for which the bargaining unit member is certified is available. Applications for childcare leave shall be granted by the employer.

Members of the bargaining unit on leaves of absence shall inform the Board in writing, by certified mail, by April 15 of the year in which their leave expires, of their intention to return to work. Failure to comply shall be conclusively deemed constructive resignation and all rights and privileges of employment shall thereby be extinguished. The member shall not be responsible for delivery if the certified mail letter is unclaimed or refused; however, the Association shall be immediately notified.

3. Miscellaneous

a. Rights While on Leave - Bargaining unit members shall have the right to continue to participate in all fringe benefit program at the member's expense during the leave period.

b. Reinstatement Rights - When a unit member in the middle school or the high school returns from a leave of absence (the same school year), the unit member shall be reassigned to the same building and same grade level and/or subject area assignment as that which they held prior to the leave, unless the building is closed or the position no longer exists. In the event the position no longer exists, the member of the bargaining unit on leave shall be assigned to a position in which they hold a valid Ohio teaching license.

When a unit member at the elementary school level returns from a leave of absence, the unit member shall be reassigned to the same building and same class assignment as that which they held prior to the leave, unless the building is closed or the position no longer exists. In the event the position no longer exists, the member of the bargaining unit on leave shall be assigned a substantially equivalent position. In the event members leave is longer than one academic year, the member will be assigned to a position in which they hold a valid Ohio teachers license.

Nothing contained herein shall be construed to abrogate the provisions of Article X.

c. Early Return - If the member of the bargaining unit desires to return to active service prior to the expiration of the leave, the member shall notify the Superintendent, in writing, that an early return to service is requested and the date upon which the member desires to return. If such request is made, after April 1 of any year, or if the person filling the position is under contract, reassignment shall be subject to a position being available.

d. Certification - Certification for return from a leave for illness by the attending physician of the member's ability to resume teaching responsibilities may be required, and the member shall inform the Superintendent, in writing, of the intention to return to work at least one hundred twenty (120) days before the expiration of the leave or by April

15th of the year preceding the year of intended return, whichever is later, by certified mail. The member shall not be responsible for delivery of the certified mail letter if it is unclaimed or refused; however, the Association shall be immediately notified. Failure to comply shall be deemed a constructive resignation and all rights and privileges of employment shall thereby be extinguished.

e. Vacancy Created by Leave- A person who is hired to take the place of a regular teacher on leave for a semester or longer will be given a contract pro-rated for the amount of time the person will be in the position if less than one school year. The teacher will be placed on the appropriate step and experience level on the teachers' pay scale and shall be a bargaining unit member. Notwithstanding any provision of the Ohio Revised Code to the contrary, the employment of such person will come to an end upon return to duty of the regular teacher or the end of the school year in which the substitute was hired, whichever shall occur first.

M. Assault Leave

Any member of the bargaining unit who is absent due to physical or mental disability resulting directly from a physical assault by a student which occurs in the course of Board employment will be maintained on full pay status during the period of absence not to exceed thirty (30) days per assault.

In all cases a certificate of disability from a licensed physician stating the nature of the disability and its expected duration will be required.

Said certificated member of the bargaining unit shall sign a statement stating that such leave was due to physical or mental disability resulting from an assault which occurred during the course of employment with the Board of Education.

Assault leave granted under the above agreement shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under Section 3319.08 or the Ohio Revised Code.

N. Association Leave

The Board shall grant, without loss of pay, up to six (6) days annually of Association leave to be used at the discretion of the Association Co-Presidents and Executive Committee. Such leave is to be used to attend meetings and carry out the business of the Association. Additional days may be granted at the Superintendent's discretion, and the Association shall pay for the cost of substitute coverage on any of these additional days.

ARTICLE XVII
MEDICAL EXAMINATIONS

As a requirement of employment to teaching in the Buckeye Valley Schools all new employees are required to have a medical examination. This requirement shall apply to former members of the bargaining unit who wish to return to the Buckeye Valley Schools. The Board has the right, with just cause, to require a medical examination of a member of the bargaining unit at any time. Such an examination will be done by a doctor of the Board's choosing. All expenses from such examination will be paid by the Board.

ARTICLE XVIII
MILEAGE PAYMENTS

The Board will pay the same per mile reimbursement allowable under the Internal Revenue Service allowable business deduction in effect on January 1 of each year for all work-related travel. Members of the bargaining unit will be reimbursed for mileage expenses within fourteen (14) days of submission of the mileage reimbursement form.

ARTICLE XIX
CONTRARY TO LAW

If any provision of this document or any application of the document to any member of the bargaining unit or members of the bargaining unit shall be found contrary to law, other than those provisions which supersede Ohio statutes, then, this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XX
INSURANCE

In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week.

Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.

B. Stark County Schools Council of Governments

The Buckeye Valley Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $20,000 for each employee. Upon completion of 10 (ten) years of employment in the Buckeye Valley Local Schools, the amount of term life insurance for members will be increased to $25,000.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

The value of all life insurance reduces by 50% at age 65.

Dental Insurance

The Board shall provide Dental insurance. The Board shall pay 100% of the premium and the Employee shall pay 0%.

Vision Insurance

The Board shall provide Vision Insurance. The Board shall pay 0% of the premium and the Employee shall pay 100%.

Section 125 - Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE XXI
AUTHORIZED PAYROLL DEDUCTIONS

A. The Board agrees to deduct, from the salaries of the members of the bargaining unit, dues and assessments for the Association and/or any combination of such organizations as said members may individually and voluntarily authorize the Board to deduct, and to transmit the monies to such organization or organizations within the time period set forth in paragraph C below. Authorization will be in writing as set forth on the Board's Dues Deduction Authorization form as shown below:

I hereby authorize the Buckeye Valley Board of Education to deduct from my earnings and transmit to the Buckeye Valley Teachers Association an amount sufficient for regular payments during the duration of this contract. I understand that the Board will discontinue such deductions for a school year upon my notification to the Board in writing. I will not hold responsible the Board of Education for a transaction that is made pursuant to the dues deduction procedure.

B. The indemnification provisions of Article II, D, 4, shall also apply to payroll deductions under this Article.

C. Deduction of yearly dues and/or fees shall be authorized for payroll deduction to the Treasurer by the member of the bargaining unit for the following within five (5) business days of the date of the payroll deduction except as set forth below:

1. Association

2. Ohio Education Association

3. National Education Association

4. Credit Union

5. Insurance (i.e., health, life) – within thirty (30) days of the date of the payroll deduction

6. Annuities (deductions shall be deposited each pay – twice a month)

7. Flexible Spending Account – (within thirty (30) days of the date of the payroll deduction)

D. The members of the bargaining unit shall authorize such deductions, in writing, on a form provided by the group requesting membership, to the Treasurer prior to or on September 20. Once a member of the bargaining unit has authorized payroll deduction, said member may cancel or amend the authorization only once per school year.

E. Deductions of dues and/or fees for a member of the BVTA employed after the beginning of the school year shall be appropriately pro-rated to complete payments in keeping with this Article.

F. All payroll checks shall be direct deposited. Following Board authorization, direct deposit will be conducted for the remainder of this contract in accordance with procedures established by the Treasurer. In the event of changes in law or administrative agency regulations affecting the operation of direct payroll deposit, the parties will meet to reconsider the direct deposit opinion.

During the school year, bargaining unit members shall have the option during the teacher work year of receiving notification of the direct deposit by e-mail at home or school or written notice at school. During the summer months, written notice shall, at the option of the unit member, be either e-mailed or mailed to each bargaining unit member's last known address.

ARTICLE XXII
SEVERANCE PAY

The Board agrees to pay, at the time of retirement from active service for the member of the bargaining unit in the State of Ohio, severance pay subject to the following conditions:

1. Severance pay will only be paid to members of the bargaining unit with a minimum of five (5) years of service with the District.

2. For those members of the bargaining unit with an accumulation of up to two hundred fifty (250), the Board shall pay one-third (1/3) of the accumulated unused sick leave.

3. A member of the bargaining unit may retire only once.

4. Payment will be made upon the member of the bargaining unit's daily contract rate at the time of retirement.

5. Payment will be made in three (3) equal monthly payments commencing the month following the last regular paycheck of the member of the bargaining unit.

6. Payment for accumulated unused sick leave under this Article eliminates all sick leave credit accumulated but unused by the bargaining unit member at the time payment is made.

7. Insurance benefits will end the last day of the month of retirement or June 30th if member completed contracted work days. Final contract payment may be issued at time of retirement or continued through summer stretch pay. Bargaining unit member must, in writing, communicate these terms to the Treasurer's department.

<u>EARLY NOTICE OF RETIREMENT INCENTIVE</u>

If a unit member eligible to retire under the guidelines established by the State Teachers Retirement System ("STRS") provides the Board with written notice of intent to retire on or before December 1st of the contract year of retirement and the member works until the end of the school year (as

opposed to retiring on a date prior to the end of the school year), the Board shall pay the unit member $1,000 no later than the second pay in January. Deductions and withholding required by law will be made.

If a unit member eligible to retire under the guidelines established by the State Teachers Retirement System ("STRS") provides the Board with written notice of intent to retire on or before 8:00 a.m. on March 1st, and the member works until the end of the school year (as opposed to retiring on a date prior to the end of the school year), the Board shall pay the unit member $500 no later than the second paycheck after the Board acts to accept the retirement. Deductions and withholding required by law will be made.

ARTICLE XXIII
STRS PICK-UP

The Board of Education of the Buckeye Valley Local School District herewith agrees to pickup and pay contributions to the State Teachers Retirement System on behalf of the members in the bargaining unit on the following terms and conditions at no cost to the Board:

1. The Board of Education shall use the salary reduction method to implement the STRS pick-up.

2. The Board of Education shall compute and remit all applicable contributions to STRS based upon annual salary and/or earned compensation.

3. The pick-up percentage shall be applicable to all members of the bargaining unit.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. Federal and state taxes shall be computed on the total annual salary and/or earned compensation reduced by the total amount of the STRS pick-up.

ARTICLE XXIV
SALARY

<u>New Teachers</u>

First year teachers shall be placed on step 2 of the teacher salary and pertaining to their education degree with the agreement of participation in the Resident Educator Program. First year teachers will attend three (3) additional required pre-service days before the beginning of the school year and will attend the equivalent of two (2) additional required days during the school year. In their second year of employment, new teachers will attend two (2) additional required pre-service days and the equivalent of two (2) additional required day during the same school year. In their third year of employment, new teachers will attend one (1) additional required pre-service day.

Salary

The salary schedules set forth below reflect a 4% increase in the base salary for the 2025-2026 school year, a 4% increase in the base salary for the 2026-2027 school year, and a 4% increase for the 2027-2028 school year.

In addition, all members eligible for step movement will advance per the salary schedule during the life of this contract.

BUCKEYE VALLEY
SALARY SCHEDULE INDEX

The base salary for members of the bargaining unit shall be effective 2025-2026 school year $46,704; 2026-2027 school year $48,572; and 2027-2028 school year $50,515.

Years Exp.	BA	BA +150	MA	MA+15	MA+30	MA+45
0	1	1.0498	1.1138	1.1967	1.2467	1.2967
1	1.0418	1.0945	1.2102	1.2453	1.2953	1.3453
2	1.0836	1.1392	1.2362	1.294	1.344	1.394
3	1.1253	1.1839	1.2584	1.3427	1.3927	1.4427
4	1.1681	1.2297	1.3076	1.3913	1.4413	1.4913
5	1.2216	1.2864	1.368	1.4551	1.5051	1.5551
6	1.2643	1.3321	1.4172	1.5038	1.5538	1.6038
7	1.3014	1.3788	1.4674	1.5524	1.6024	1.6524
8	1.3522	1.4258	1.5179	1.6061	1.6561	1.7061
9	1.3959	1.4725	1.5691	1.6498	1.6998	1.7498
10	1.441	1.5205	1.6195	1.6984	1.7484	1.7984
11	1.486	1.5685	1.646	1.7471	1.7971	1.8471
12	1.531	1.6164	1.7224	1.7958	1.8458	1.8958
13	1.5633	1.6504	1.7586	1.8444	1.8944	1.9444
14	1.6093	1.6996	1.8111	1.8931	1.9431	1.9931
15	1.6416	1.7336	1.8473	1.9418	1.9918	2.0418
16	1.6739	1.7676	1.8835	1.9904	2.0404	2.0904
17	1.6963	1.7928	1.9252	2.0241	2.0741	2.1241
18	1.7068	1.8035	1.9362	2.0392	2.0892	2.1392
19	1.7172	1.8143	1.9472	2.0543	2.1043	2.1543
20	1.742	1.8512	1.987	2.0844	2.1344	2.1844
21	1.7681	1.879	2.0168	2.1157	2.1664	2.2164
22	1.7946	1.9072	2.0471	2.1474	2.1989	2.2489
23	1.7946	1.9072	2.0471	2.1474	2.1989	2.2489
24	1.8215	1.9358	2.0778	2.1796	2.2319	2.2819
25	1.8215	1.9358	2.0778	2.1796	2.2319	2.2819
26	1.8484	1.9644	2.1085	2.2118	2.2649	2.3149
27	1.8484	1.9644	2.1085	2.2118	2.2649	2.3149
28	1.855	1.993	2.1342	2.244	2.2979	2.3479
29	1.855	1.993	2.1342	2.244	2.2979	2.3479
30	1.8819	2.0216	2.1699	2.2747	2.3309	2.3809

BUCKEYE VALLEY
SALARY SCHEDULE
2025-2026

August 1, 2025 - Base $46,704
Percentage Increase: 4%

Step	BA	BA +150	MA	MA+15	MA+30	MA+45
0	$46,704	$49,030	$52,019	$55,891	$58,226	$60,561
1	$48,656	$51,118	$56,521	$58,160	$60,496	$62,831
2	$50,608	$53,205	$57,735	$60,435	$62,770	$65,105
3	$52,556	$55,293	$58,772	$62,709	$65,045	$67,380
4	$54,555	$57,432	$61,070	$64,979	$67,314	$69,650
5	$57,054	$60,080	$63,891	$67,959	$70,294	$72,629
6	$59,048	$62,214	$66,189	$70,233	$72,569	$74,904
7	$60,781	$64,395	$68,533	$72,503	$74,838	$77,174
8	$63,153	$66,591	$70,892	$75,011	$77,346	$79,682
9	$65,194	$68,772	$73,283	$77,052	$79,387	$81,723
10	$67,300	$71,013	$75,637	$79,322	$81,657	$83,992
11	$69,402	$73,255	$76,875	$81,597	$83,932	$86,267
12	$71,504	$75,492	$80,443	$83,871	$86,206	$88,541
13	$73,012	$77,080	$82,134	$86,141	$88,476	$90,811
14	$75,161	$79,378	$84,586	$88,415	$90,751	$93,086
15	$76,669	$80,966	$86,276	$90,690	$93,025	$95,360
16	$78,178	$82,554	$87,967	$92,960	$95,295	$97,630
17	$79,224	$83,731	$89,915	$94,534	$96,869	$99,204
18	$79,714	$84,231	$90,428	$95,239	$97,574	$99,909
19	$80,200	$84,735	$90,942	$95,944	$98,279	$100,614
20	$81,358	$86,458	$92,801	$97,350	$99,685	$102,020
21	$82,577	$87,757	$94,193	$98,812	$101,180	$103,515
22	$83,815	$89,074	$95,608	$100,292	$102,697	$105,033
23	$83,815	$89,074	$95,608	$100,292	$102,697	$105,033
24	$85,071	$90,410	$97,042	$101,796	$104,239	$106,574
25	$85,071	$90,410	$97,042	$101,796	$104,239	$106,574
26	$86,328	$91,745	$98,475	$103,300	$105,780	$108,115
27	$86,328	$91,745	$98,475	$103,300	$105,780	$108,115
28	$86,636	$93,081	$99,676	$104,804	$107,321	$109,656
29	$86,636	$93,081	$99,676	$104,804	$107,321	$109,656
30	$87,892	$94,417	$101,343	$106,238	$108,862	$111,198

BUCKEYE VALLEY
SALARY SCHEDULE
2026-2027

August 1, 2026 - Base $48,572
Percentage Increase: 4%

Step	BA	BA +150	MA	MA+15	MA+30	MA+45
0	$48,572	$50,991	$54,099	$58,126	$60,555	$62,983
1	$50,602	$53,162	$58,782	$60,487	$62,915	$65,344
2	$52,633	$55,333	$60,045	$62,852	$65,281	$67,709
3	$54,658	$57,504	$61,123	$65,218	$67,646	$70,075
4	$56,737	$59,729	$63,513	$67,578	$70,007	$72,435
5	$59,336	$62,483	$66,446	$70,677	$73,106	$75,534
6	$61,410	$64,703	$68,836	$73,043	$75,471	$77,900
7	$63,212	$66,971	$71,275	$75,403	$77,832	$80,260
8	$65,679	$69,254	$73,727	$78,011	$80,440	$82,869
9	$67,802	$71,522	$76,214	$80,134	$82,563	$84,991
10	$69,992	$73,854	$78,662	$82,495	$84,923	$87,352
11	$72,178	$76,185	$79,950	$84,860	$87,289	$89,717
12	$74,364	$78,512	$83,660	$87,226	$89,654	$92,083
13	$75,933	$80,163	$85,419	$89,586	$92,015	$94,443
14	$78,167	$82,553	$87,969	$91,952	$94,380	$96,809
15	$79,736	$84,204	$89,727	$94,317	$96,746	$99,174
16	$81,305	$85,856	$91,485	$96,678	$99,106	$101,535
17	$82,393	$87,080	$93,511	$98,315	$100,743	$103,172
18	$82,903	$87,600	$94,045	$99,048	$101,477	$103,905
19	$83,408	$88,124	$94,579	$99,781	$102,210	$104,639
20	$84,612	$89,916	$96,513	$101,243	$103,672	$106,101
21	$85,880	$91,267	$97,960	$102,764	$105,226	$107,655
22	$87,167	$92,637	$99,432	$104,304	$106,805	$109,234
23	$87,167	$92,637	$99,432	$104,304	$106,805	$109,234
24	$88,474	$94,026	$100,923	$105,868	$108,408	$110,836
25	$88,474	$94,026	$100,923	$105,868	$108,408	$110,836
26	$89,780	$95,415	$102,414	$107,432	$110,011	$112,439
27	$89,780	$95,415	$102,414	$107,432	$110,011	$112,439
28	$90,101	$96,804	$103,662	$108,996	$111,614	$114,042
29	$90,101	$96,804	$103,662	$108,996	$111,614	$114,042
30	$91,408	$98,193	$105,396	$110,487	$113,216	$115,645

BUCKEYE VALLEY
SALARY SCHEDULE
2027-2028

August 1, 2027 - Base $50,515
Percentage Increase: 4%

Step	BA	BA +150	MA	MA+15	MA+30	MA+45
0	$50,515	$53,031	$56,264	$60,451	$62,977	$65,503
1	$52,627	$55,289	$61,133	$62,906	$65,432	$67,958
2	$54,738	$57,547	$62,447	$65,366	$67,892	$70,418
3	$56,845	$59,805	$63,568	$67,826	$70,352	$72,878
4	$59,007	$62,118	$66,053	$70,282	$72,807	$75,333
5	$61,709	$64,982	$69,105	$73,504	$76,030	$78,556
6	$63,866	$67,291	$71,590	$75,964	$78,490	$81,016
7	$65,740	$69,650	$74,126	$78,419	$80,945	$83,471
8	$68,306	$72,024	$76,677	$81,132	$83,658	$86,184
9	$70,514	$74,383	$79,263	$83,340	$85,865	$88,391
10	$72,792	$76,808	$81,809	$85,795	$88,320	$90,846
11	$75,065	$79,233	$83,148	$88,255	$90,781	$93,306
12	$77,338	$81,652	$87,007	$90,715	$93,241	$95,766
13	$78,970	$83,370	$88,836	$93,170	$95,696	$98,221
14	$81,294	$85,855	$91,488	$95,630	$98,156	$100,681
15	$82,925	$87,573	$93,316	$98,090	$100,616	$103,142
16	$84,557	$89,290	$95,145	$100,545	$103,071	$105,597
17	$85,689	$90,563	$97,251	$102,247	$104,773	$107,299
18	$86,219	$91,104	$97,807	$103,010	$105,536	$108,062
19	$86,744	$91,649	$98,363	$103,773	$106,299	$108,824
20	$87,997	$93,513	$100,373	$105,293	$107,819	$110,345
21	$89,316	$94,918	$101,879	$106,875	$109,436	$111,961
22	$90,654	$96,342	$103,409	$108,476	$111,077	$113,603
23	$90,654	$96,342	$103,409	$108,476	$111,077	$113,603
24	$92,013	$97,787	$104,960	$110,102	$112,744	$115,270
25	$92,013	$97,787	$104,960	$110,102	$112,744	$115,270
26	$93,372	$99,232	$106,511	$111,729	$114,411	$116,937
27	$93,372	$99,232	$106,511	$111,729	$114,411	$116,937
28	$93,705	$100,676	$107,809	$113,356	$116,078	$118,604
29	$93,705	$100,676	$107,809	$113,356	$116,078	$118,604
30	$95,064	$102,121	$109,612	$114,906	$117,745	$120,271

ARTICLE XXV
CONTRACT SCHEDULE

Supplemental contracts will be compensated in accordance with the following index schedule applied to the base salary in effect for bargaining unit members at the time the supplemental duties were completed. No member of the bargaining unit shall be required to supervise extra-curricular activities. Base salary for years 2025-2026, 2026-2027, 2027-2028.

Category		**Position**
A =	14% of base + .5%/yr. to a maximum of 11 years	High School Head: Football, Basketball, Marching Band Director
B =	10% of base + .5%/yr. to a maximum of 11 years	High School Head: Volleyball, Gymnastics, Wrestling, Track, Baseball, Softball, Soccer, Cross Country, Golf, Tennis, Lacrosse, HS Show Choir Director, High School Swimming Coach High School Assistant: Football, Basketball, Marching Band Director
C =	7% of base + .5%/yr. to a maximum of 8 years	High School Assistant: Volleyball, Wrestling, Track, Baseball, Softball, Soccer (any level), 9th Football, 9th Basketball, Lacrosse, Show Choir High School: Yearbook, Cheerleader Coach (Basketball), Musical Pit Director, Senior Class Advisor Middle School Head: 7, 8 Football, 7, 8 Basketball, 7, 8 Volleyball, Wrestling, Track, Show Choir, Gymnastics, Cross Country
D =	6% of base + .5%/yr. to a maximum of 5 years	High School: Weight Room Coordinator, Event Manager, Junior Class Advisor, Newspaper Advisor, Pep Band Director High School Head: Bowling, Cheerleading Coach (Football) High School Assistant: Tennis Coach, Golf, Cross Country, Cheerleading Coach (Basketball), Swimming Coach District: Lead Mentor
E =	5% of base + .5%/yr. to a maximum of 5 years	High School: Assistant Cheerleading Coach (Football), Mock Trial Advisor, Fall Theater Director, Spring Theater Director, Competition Cheer Coach Middle School: Tennis, Basketball, Cheerleader Coach

Category		Position
F =	4½% of base + .5%/yr. to a maximum of 5 years	High School: Percussion Advisor, Photography Club Middle School: Intramural Program, 7, 8 Assistant Football, Cheerleading Coach (Football), Wrestling Assistant
G =	4% of base + .5%/yr. to a maximum of 5 years	High School: BLT/HS Department Head Middle School: BLT/MS Team Leader Elementary School: BLT/Elementary Grade Level Leader District: Mentors, Mentor Coordinator
H =	3% of base + .5%/yr. to a maximum of 5 years	High School: Flag Corp., Theater Tech Director, Graduation Assistant Middle School: Assistant Track, Assistant Cross Country, Fall Event Manager, Winter Event Manager, Spring Event Manager
I =	2.5% of base + .5%/yr. to a maximum of 5 years	High School: Ski Club, Game Club, Art Club, National Honor Society, Student Council, Science Club, Teen Institute Advisor, Thespian Society Advisor, French Club, Spanish Club, Global Scholars Advisor Middle School: Yearbook, Newspaper, Outdoor Education, 8th Grade Trip, Play Director, Science Fair Coordinator, Lake Erie Trip, Student Council Advisor Elementary: Student Council Advisor
J =	2% of base + .5%/yr. to a maximum of 5 years	High School: In-The-Know Advisor, 10th Grade Advisor, 9th Grade Advisor, Key Club Advisor, Just Write Advisor Middle School: Destination Imagination Advisor, Anti-Drug Program, Builders Club Advisor, Power of the Pen Advisor, Math Counts Advisor Elementary: Destination Imagination Advisor, Safety Patrol Coordinator, Anti-Drug Program, Elementary Yearbook, Work Study Coordinator - $18.00/hr. Detention Monitor: Up to 2 hours each day school is in session, or up to 4 hours on Saturday mornings, as directed by administration, with a rate of pay at $25.00/hour.

General Provisions Regarding Supplemental Contracts

A. The Board of Education shall not be required to award any supplemental contract for any year. The listing of contracts and salaries in this section shall apply only in the event that a supplemental contract is awarded by the Board. If the membership requests to award a supplemental and is denied, the member will receive a written explanation as to why the supplemental is not being awarded.

B. All supplemental contracts shall be issued for a stated term and shall expire at the end of that term. No Board action to non-renew any supplemental contract shall be required. This provision shall supersede any contrary provision of Ohio law.

C. Supplemental contract duties shall not be "split" by awarding multiple partial supplemental contracts dividing duties. This provision shall not prevent any bargaining unit member from holding more than one supplemental contract.

D. A bargaining unit member who is issued a supplemental contract for extended service shall be compensated at the members per diem salary schedule rate for the days of extended service.

E. The Board and Association will create a committee to review and recommend adjustments to the supplemental contract salary schedule for at least annually. The committee shall consist of at minimum: High School Principal, Athletic Director, Middle School Principal, and three (3) BVTA Executive Committee members. The committee has the authority to adjust, add, or delete the position or which the category that position falls.

ARTICLE XXVI
COMMITTEE STIPENDS

Teachers will be paid $30/hour for committee work approved by the Superintendent occurring outside the teacher workday or school year. Committee work outside the workday/work year shall be voluntary.

ARTICLE XXVII
LEAST RESTRICTIVE ENVIRONMENT

A. For purposes of this article "a child with special needs" shall mean a student who is being provided educational services under an individualized education plan ("IEP").

Each classroom unit member who will be providing instructional or other services specified on the IEP to a student with special needs shall be invited to participate in the IEP meeting. IEP at a glance will be available to each classroom unit member who will be providing instructional or other services specified on the IEP.

Special Education Teachers who have the primary responsibility for writing IEPs will receive four (4) days for writing IEPs. The teacher will have the option to use the four (4) days in the following manner:

1. Use whole days as needed with the mutual agreement of the building principal, up to a total of four (4) total days.

2. The member may elect to work after regular school hours for the equivalent of one (1) school day (up to a total of 4 total days) at the rate of their individual per diem rate.

No unit member shall be required to, but may if willing, administer any medicine or to perform any medical procedure that requires specialized skills not usually expected of such unit member. Board will provide medical training for volunteers willing to administer medical procedures.

No unit member shall be required to, but may if willing, assist a student caring for the student's personal bodily needs or to physically lift a student for any reason.

To the extent possible, special needs students will be uniformly distributed throughout regular education classes at each grade level in the elementary schools (K-5). Cluster grouping may be done if agreed upon by the administration and the grade level team with the understanding an intervention specialist will be used to "push in" (e.g. inclusion) based on students' IEP goals.

Students on a 504 plan with an educational, or behavior component will be equally distributed among the classes in the grade level.

B. Team Teaching

For purposes of this provision of the contract, "team teaching" shall mean a regular education teacher and a special education teacher in the same class during the same period (high school) or block of instructional time (elementary school) with both teachers having joint responsibility for providing instruction to all students in the class. "Team teaching" is not the same as "inclusion" which may involve a special education teacher in a regular education class working collaboratively and supporting the regular education teacher.

Bargaining unit members assigned team teaching shall be notified of the assignment as follows: Elementary school – following completion of class rosters and staffing assignments; High school – at the conclusion of the master scheduling for the high school. These bargaining unit members shall be provided common planning time in the following manner

Elementary – Each special education teacher at the elementary school level assigned to team teach shall be provided a one-half (1/2) day release each grading period for the purpose of meeting with all regular education teachers with whom he/she team teaches. No teacher will have more than one-half (1/2) day a 9-week term for release time for the above-stated purpose.

High School – Bargaining unit members team teaching in the high school shall have a common planning period.

ARTICLE XXVIII
TUITION FREE ATTENDANCE

Children of Bargaining Unit Members who are not eligible to enroll in the Buckeye Valley Local Schools by reason of residence or the exercise of open-enrollment options will be permitted to attend the Buckeye Valley School district without payment of tuition. Elementary members will be permitted to have their child/children attend the same elementary school building they are employed at. Bargaining unit member's children will not be counted against class size numbers as referenced in Article II, E.

ARTICLE XXIX
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Bargaining unit members serving on the Joint Administration/Association Local Professional Development Committee shall be paid the rate of $40 per hour to a maximum of 24 hours per year. The money or equivalent sum earned for serving on this committee shall be remitted to the unit member in check form or the equivalent amount for the purchase of teaching materials. Purchase of such materials shall be at the discretion of the unit member.

ARTICLE XXX
RESIDENT EDUCATOR PROGRAM

Buckeye Valley Local School District will follow the Ohio Department of Education and Workforce program guidelines and procedures.

ARTICLE XXXI
HIRING OF RETIRED CERTIFICATED MEMBERS

This Article shall apply to the employment of any teachers who have retired and are receiving retirement benefits through the State Teachers' Retirement System.

A. The salary to be paid to the retired certified teachers shall be step ten placement on the current teacher salary schedule training column and shall not be subject to Chapter 3317 or any other section of Ohio Revised Code.

B. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held, and

C. Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Chapter

3319.111 of the Ohio Revised Code or the collective bargaining agreement. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

D. Returning retirees are not entitled and/or are not eligible to receive any severance benefits or retirement incentive program provided by any collective bargaining agreement in effect between the Board and the Association.

E. In the event of a Reduction in Force, the re-employed teacher will not have any bumping rights.

F. Subject to these provisions, re-employed teachers are part of the bargaining unit.

G. Re-employed teachers are eligible for sick leave accumulation commencing with the first year of re-employment.

H. Retired teachers are not eligible for the contracted health insurance, unless they are not eligible for health insurance through STRS or retirement health insurance from another state.

I. Retired teachers must sign the attached waiver for STRS retirees (https://buckeyevalleyk12ohus.finalsite.com/about/staff-resources).

ARTICLE XXXII
GENERAL PROVISIONS

A. References contained herein as to gender or number shall be used interchangeably.

B. This contract shall be construed so that its provisions can be read in a compatible manner and in such a manner as to give effect to all of its provisions. Captions are for assistance in locating provisions and are not a part of this contract.

C. Unless otherwise specified herein, all notices required to be given shall be delivered in person or by registered mail. Any notice required to be given to the Board shall be delivered to the office of the Superintendent of Schools, Buckeye Valley Local Schools, 679 Coover Road, Delaware, Ohio 43015-9776, unless it specifies a different address in writing. All notices to the Association shall be delivered to the President or next highest available officer. The address of any officer shall be his or her address upon school records. Notices required to be given to any member of the bargaining unit may be mailed to such member's address upon school records. Failure to claim or refusal to accept registered mail delivery shall be deemed to be constructive delivery.

D. The Board will pay cost of the BCI Background Check.

E. For security purposes the Board will issue name tags for bargaining unit members to wear during the school day. Members will be provided with options as to how to wear the name tags (e.g., clip, pin, lanyard, etc.).

ARTICLE XXXIII
DURATION OF CONTRACT

This contract shall be effective at 12:01 a.m. on August 1, 2025 and shall remain in effect until 12:00 a.m. on July 31, 2028

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above mentioned.

BUCKEYE VALLEY TEACHERS ASSOCIATION

BUCKEYE VALLEY LOCAL BOARD OF EDUCATION