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Agreement

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Between the

JOSEPH BADGER LOCAL BOARD OF EDUCATION

and the

BADGER EDUCATION ASSOCIATION

September 1, 2025 - August 31, 2028

TABLE OF CONTENTS

ARTICLE			PAGE
I		**INTRODUCTION**	1
II		**RECOGNITION**	1
	2.1	Recognition	1
	2.2	Definitions	1
		Employee	1
		Full-Time Employee	1
		Part-Time Employee	1
		Day	1
		Workday	1
		Teaching/Instructional Period	2
		Immediate Supervisor	2
		Superintendent	2
		BEA	2
		Board	2
		Seniority	2
		Exclusions	2
		Breaking of Seniority	2
		LPDC	2
		IPDP	2
		Teaching Assistants/Aides	3
		CEU	3
		Resident Educator	3
		Instructional Day	3
		Long-Term Substitutes	4
III		**NEGOTIATION PROCEDURES**	4
	3.2	Exchange of Proposals	5
	3.3	Negotiation Teams	5
	3.4	Exchange of information	5
	3.5	Caucus	6
	3.6	Agreement	6
	3.7	Disagreement	6
		Dispute Resolution Procedure	6
		Exclusivity	6
	3.8	Agreement Duplication Cost	7
	3.9	Interim Bargaining	7
IV		**ASSOCIATION RIGHTS**	8
	4.18	Parental Complaint Process	10
	4.19	Building Level Teams and District Labor/Management Council	11
		Building Level Teams	11
		District Labor/Management Council	11
	4.22	Criminal Background Checks/License Renewal	12
V		**RESPONSIBILITIES OF THE PARTIES**	12
	5.6	Individual Contract Provision	13
VI		**MANAGEMENT**	14

TABLE OF CONTENTS

ARTICLE **PAGE**

VII GRIEVANCE PROCEDURE 14
7.1 Purpose 14
7.2 Definitions 15
Grievance 15
Grievant 15
Class Action Grievance 15
Days 15
Immediate Supervisor 15
7.3 Rights of the Grievant and the BEA 15
7.4 General Procedure 16
7.5 Formal Procedures 16
Step A - Immediate Supervisor 16
Step B - Superintendent 17
Step C - Board of Education 17
Step D. Arbitration 17
Miscellaneous 18

VIII LEAVES 18
8.1 Sick Leave 18
Definition of Immediate Family 19
8.2 Personal Leave 19
8.3 Parental Leave 20
Leave Rights 20
Application for Leave 21
Time for Filing Application 21
Reinstatement Rights 21
8.4 Citizenship Leave 22
8.5 Assault Leave 22
8.6 Association Leave 22
8.7 Professional Leave 23
8.8 Sabbatical Leave 23
8.9 Family and Medical Leave Act 23
Conditions 24
Return from Leave 24
Leave Conditions and Restrictions 25
8.10 Unpaid Leave 25

IX EMPLOYMENT PROCEDURES 25
9.1 Transfers 25
Voluntary Transfers 25
Involuntary Transfers 26
9.2 Vacancies 26
Posting 27
9.3 Supplemental Pay Positions 28
Vacancy Postings 28
Hiring Outside Bargaining Unit 28
9.4 Tutorial Positions 28
9.5 Personnel Files 28

TABLE OF CONTENTS

ARTICLE			PAGE
		Personnel File Inspection and Rebuttal Material	28
		Restrictions	29
	9.6	Re-Employment after Retiring	30
X		**TEACHER ASSIGNMENTS**	30
	10.4	Planning Periods	31
	10.5	Elementary, Music, Art and Physical Education Employee	31
	10.6	Workload	31
		Class Limits	31
		Remuneration	32
	10.7	Inclusion	33
	10.9	College Credit Plus (CCP) Instruction	33
XI		**CASUAL SUBSTITUTE TEACHERS**	34
XII		**SCHOOL DAY AND SCHOOL YEAR**	34
	12.1	School Day	34
	12.2	School Year	34
	12.3	Calamity Days	35
XIII		**BENEFITS**	36
	13.1	Payroll Deductions	36
		Income Tax	36
		Retirement	36
		Tax-Sheltered Annuities	36
		Credit Union	36
		Direct Deposit	36
		Payroll Dates	36
		Association Dues	37
	13.2	Severance Pay	37
		General Provisions	38
		Early Notification of Retirement	38
		Separation for Reasons Other Than Retirement	38
	13.3	Term Life Insurance and Accidental Death and Dismemberment	39
	13.4	Employee Children Tuition Waiver	39
	13.5	Tuition Reimbursement	39
	13.6	Health Care Benefits	39
		Hospitalization/Medical	39
		Dental Insurance	40
		Vision Care	40
	13.7	Insurance Opt-Out	40
	13.8	Insurance Coverage While on Leave	41
	13.9	Wellness: Better Health	41
	13.10	Organizational Wellness	41
XIV		**EVALUATION**	42
	14.1	OTES Teachers	42
		Evaluation Committee	42
		Committee Composition	42

TABLE OF CONTENTS

ARTICLE **PAGE**

Committee Operation 43
Compensation 44
Committee Authority 44
14.2 Evaluation of Non-OTES Members 44
14.3 Philosophy 44
14.4 Objectives 44
14.5 Procedures 45
14.6 Schedule for Evaluation – Non-OTES 45
14.7 Criteria for Evaluation – Non-OTES 45
14.8 Observation – Schedule of Observation – Non-OTES 46
14.9 Observation Conferences 46
14.10 Identification of Deficiencies 46
14.11 Finalization of Evaluation/Written Evaluation – Non-OTES 46
14.12 Completion of Observation/Written Evaluation – Non-OTES 47
14.13 Response to Observation/Evaluation 47
14.14 Personnel Action Requirements 47
14.15 Due Process 47

XV REDUCTION IN FORCE 47
15.1 Definition 47
15.2 Attrition 48
15.3 Reductions/Retention 48
Seniority List 48
Notice of Anticipated Reduction in Force 49
Notice to BEA: BEA Presentation to Board 49
Contract Suspensions 49
Unemployment Compensation 50
Placement on Substitute List 50
Re-Employment Eligibility: New Employees 51
Transfer when RIF Exists 51
Notice of Offer of Re-Employment 51
Retention of Rights and Benefits 51
Duration of Recall Rights 52
Placement on Substitute List 52
Lists Available to BEA 52
15.4 Suspension of Contracts 52
Date of Continuing Contract Not Significant 52
Employees Returning from Leave 52
15.5 Fiscal Emergency 52

XVI SALARY SCHEDULES 53
16.1 Salary Schedules 53
Adjustment to Higher Salary 54
Step Additions 54
16.2 Supplemental Salary Schedule 58
16.3 Supplemental Paychecks 58
16.4 Supplemental Salary Schedules 59
16.5 Mileage Reimbursement for Supplement 68
16.6 Newly Created Activities 68

TABLE OF CONTENTS

ARTICLE **PAGE**

XVII **FAIR SHARE FEE** 68

XVIII **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)** 68
18.1 Local Professional Development Committee 68

XIX **RESIDENT EDUCATOR PROGRAM** 69
19.1 Definitions 69
Resident Educator Program 69
Mentor 69
Resident Educator 70
Formative Assessment 70
19.2 Mentors 70
Qualifications 70
Selection of Mentor Teachers 70
19.3 Compensation 71
19.4 General 71

XX **DISTRICT CONSOLIDATION/JURISDICTIONAL CHANGE** 72

XXI **EFFECTS OF THE AGREEMENT** 73
21.1 Duration 73
21.2 Severability 73
21.3 Complete Agreement 73
Signature Page 74

APPENDIX 75
A. Informal Grievance Process Meeting Completion Form 76
B. Grievance Report Form 77
C. Teacher Position Request Form 79
D. Payment Request Form (Overload) 80
E. Substitute Teaching Form 81
F. Tuition Reimbursement Form 82
G. Board Policy #3220 Standards-Based Teacher Evaluation 83
H. Non-OTES Evaluation Form 93
I. Graduate Level Credit Approval Form 101
J. Supplemental Request for Payment Form 102
K. Mileage Reimbursement Form 103

ARTICLE I. INTRODUCTION

The Board of Education of the Joseph Badger Local School District (hereinafter referred to as the "Board") and the Badger Education Association, affiliated with the Ohio Education Association, the National Education Association and the Northeastern Ohio Education Association, (hereinafter referred to as the "BEA") mutually recognize the importance of maintaining and continuing good rapport, free exchange of ideas and mutual understanding among the Board, its Administrative Staff, and the BEA, and the necessity of continuing the establishment of the salaries, hours, and terms and conditions of employment. (For purposes of this Agreement, the Administrative Staff shall include the local Superintendent and Supervisors.) They recognize, too, the desirability of establishing orderly procedures of communication and re-negotiation to insure the attainment of these goals, recognizing, however, that the Board, under Ohio Statutes, cannot delegate its rights and duty to make the final decision.

ARTICLE II. RECOGNITION

2.1 Recognition

The Board hereby recognizes the Badger Education Association as the sole and exclusive bargaining agent of the following described unit for the purposes of representation and collective bargaining on any and all matters related to wages, hours, terms and other conditions of employment: All certificated/licensed employees, but excluding: (1) all administrative personnel, (2) substitute personnel other than long-term substitutes to the extent set forth herein, (3) teaching assistants/aides, and (4) nurses.

2.2 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

A. Employee: Any employee in the bargaining unit defined in Section 2.1 of this Agreement.

B. Full-Time Employee: An employee who is regularly scheduled to work the 35 hours 50 minutes work week (7 hours 10 minutes per day, five (5) days per week).

C. Part-Time Employee: An employee who is regularly scheduled to work fewer than 35 hours 50 minutes per work week.

D. Day: A calendar day.

E. Workday: A day on which an employee is scheduled to report for work.

F. Teaching/Instructional Period: Any period in which a teacher is assigned student(s).

G. Immediate Supervisor: The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An Immediate Supervisor shall not be a person who is a member of the bargaining unit represented by BEA.

H. Superintendent: The superintendent of the Joseph Badger Local School District or his/her designated representative.

I. BEA: The Badger Education Association.

J. Board: The Board of Education of the Joseph Badger Local School District.

K. Seniority: Seniority is defined as total continuous teaching service in the employment of the District.

1. Exclusions

Service rendered beyond the school year or beyond the school day will not be counted toward seniority.

2. Breaking of Seniority

A layoff and time spent on disability, retirement, or any Board-approved leave of absence shall not be construed to constitute a break in seniority; however, an employee's seniority shall be broken upon resignation, permanent retirement, or discharge in accordance with the provisions of this Agreement.

In the event that two or more employees in the same area of certification/licensure share the same seniority by first day worked, they shall be placed on the seniority list in accordance with Board action. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their application for employment with the Board.

L. LPDC: The Joseph Badger Local Professional Development Committee has been established as the name of the entity required by State Senate Bill 230. The committee is district-wide in scope and is the only committee of its type authorized to operate within the District.

M. IPDP: Individual Professional Development Plan.

N. Teaching Assistants/Aides: The Board may employ teaching assistants/ aides for the elementary computer labs, and special and regular education classroom, as long as the teachers on the RIF list are given the first right of refusal to be employed as teaching assistants/aides. The assistants/aides will primarily provide intervention in individual and/or small group instruction. They may also supervise students in the cafeterias, at recess, before and after school. They may proctor group and individual tests in the absence of those who normally provide those functions. They may not take the place of certified/licensed teachers in the classroom for instructional purposes. Additional duties and assignments would be by mutual agreement between the BEA and Board. The creation and elimination of such positions lies specifically with management and is not subject to the provisions of this Agreement.

In addition:

1. Non-teaching employees may be employed by the Board for kindergarten students to be utilized solely as enrichment providers for non-instructional duties, including but not limited to such duties as Center Time, Story Time, specials, projects, rest time and snack time.

2. The non-teaching employees (i.e. enrichment aides) shall not take the place of classroom teachers for teaching/instructional time; evaluating; grading; filling out report cards; developing classroom teaching/instructional plans; conducting parent-teacher conferences and/or any other duty associated with the classroom teacher position, which the parties acknowledge is exclusively the work of the Association.

3. If provided by the District, enrichment time will be separated from teaching/instruction time (i.e., either a half day or full day blocks of each) and is for the purpose of facilitating a full day on campus for kindergarten students.

O. CEU: Continuing Education unit. One CEU equals ten (10) contact hours.

P. Resident Educator: A Resident Educator is a beginning teacher licensed after January 1, 2011. The Resident Educator Program, discussed herein, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement.

Q. Instructional Day: All specific assignments including classes, lunch, planning period, and duties not to exceed six (6) hours and forty-five (45) minutes.

R. Long-Term Substitutes

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. By the 61st day of employment, all long-term substitutes shall receive a written contract of employment. Long-term substitutes may be utilized to fill positions that are open due to approved leaves of absence.

2. The duration of employment of long-term substitutes shall be for the period specified in their contract of employment and shall automatically expire at the end of that term without action by the Board or further notice to the teacher.

3. Neither the provisions of Article XV – Reduction-in-Force, nor the provisions of Ohio Revised Code Section 3319.17, shall apply to long-term substitutes whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.

4. Neither the provisions of Non-Renewal and Continuing Contracts, nor the provisions of Ohio Revised Code Section 3319.11, shall apply to long-term substitutes.

5. Long-term substitutes will be informed of their status upon employment.

6. Beginning with the 61st day of employment, long-term substitutes shall be placed on the BA-0 step of the salary schedule.

7. If the employment of a long-term substitute extends beyond one year, the long-term substitute shall be advanced to the next step of the pay scale, assuming that he/she worked a minimum of one hundred twenty (120) days of at least three and one-half (3½) hours per day in the prior year.

8. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace the same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

ARTICLE III. NEGOTIATION PROCEDURES

3.1 Unless otherwise agreed by the parties hereto, for successor contract negotiations, meetings shall be scheduled at the request of either of the parties, which shall not be made before February 15th of the year in which the contract expires, and will continue until negotiations are concluded. Either party may

require at each meeting a decision on the date, time and place of the subsequent meeting.

A. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Both parties agree to react to each other's proposals, giving reasons if a proposal is unacceptable.

B. Unless mutually agreed to by the parties, bargaining information shall be kept private and shall not be shared with the general public unless and until impasse has been declared and a meeting with the Federal Mediator has been held.

3.2 Exchange of Proposals

Once the meeting date, time, and place have been mutually established, the following procedures shall be used:

- At the first meeting, the BEA and the Board shall exchange written initial proposals. By mutual agreement, the parties may exchange proposals electronically in advance of the first meeting.

- The parties will limit the negotiations to the proposals exchanged at the initial meeting or electronic exchange unless the parties mutually agree to discuss new or additional items, issues and/or proposals.

3.3 Negotiation Teams

The Board and the BEA each shall have no more than five (5) team members and one (1) other professional negotiator if so desired. These numbers may be amended as mutually agreed, including the presence of observers.

3.4 Exchange of Information

A. The parties agree to furnish, upon written request and within twenty (20) days, available information in such form as it may exist concerning the financial status of the School District and concerning other matters that are being negotiated.

B. Records

The Board shall make available to the BEA Bargaining Chairman such information that is not precluded from release by law for the Association to use for the assimilation of material and statistics as are relevant to negotiations for the enforcement of this Agreement.

3.5 Caucus

Upon request of either party, meetings shall be recessed to permit the requesting party a period of time to caucus. Such caucus shall not exceed thirty (30) minutes unless extended time is mutually agreed upon. Neither party shall intentionally abuse its ability to caucus.

3.6 Agreement

A. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be considered as final agreement.

B. The agreement reached through negotiation shall be reduced to writing and reviewed by the negotiating teams for accuracy.

C. Final agreement will be presented and recommended to the membership of the Association by BEA's negotiating team. If ratified by BEA, the Board's negotiating team shall recommend it to the Board of Education for ratification.

3.7 Disagreement

A. Dispute Resolution Procedure

If agreement is not reached within sixty (60) calendar days after the initial negotiating sessions held under this Article or at any time after the expiration of the Agreement, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a commissioner from the Federal Mediation and Conciliation Service or another mutually agreed upon mediator/mediation service.

The parties shall share equally any direct costs charged by the Mediation Service.

B. Exclusivity

The negotiation procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. The parties mutually agree to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article neither diminishes nor

precludes the Association's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that these procedures have been followed.

3.8 Agreement Duplication Costs

The Board/Administration will reproduce, on 8-1/2 x 11 paper or on CD, copies of this Master Agreement for both the Board and the BEA. Electronic copies will also be made available.

3.9 Interim Bargaining

A. Either party may request negotiations during the term of this Agreement on any issue that affects the terms and conditions of employment. Upon written request by either party for a meeting to open interim negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such requests for the purpose of discussing the existence of a bargaining obligation or whether a mutual agreement to negotiate exists.

B. Should interim negotiations proceed, in the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation & Conciliation Services (FMCS) or another mutually agreed upon mediator/mediation service for assistance in resolution of the disagreement. The parties shall share equally any direct costs charged by the Mediation Service. This mediation is the parties' mutually agreed to dispute resolution procedure, which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.

C. If agreement is not reached within twenty (20) calendar days after the first mediation session, the parties shall submit the unresolved issue(s) to binding interest arbitration through the American Arbitration Association (AAA). Neither party shall add any new issues or new proposals beyond the last dated and exchanged proposals exchanged during the last mediation session.

D. The parties shall request a list of nine (9) arbitrators. Both parties may request an additional list at any point during the selection process. The parties shall use the voluntary rules established by AAA for arbitrator selection and appointment. Every effort shall be made to select the arbitrator within twenty (20) calendar days. The hearing will be held within sixty (60) days after selection of the arbitrator.

E. Prior to the date of the hearing, either party is free to issue counterproposals to the previous proposals as long as they are not

regressive. The proposals presented to the arbitrator shall be the latest dated and exchanged proposals. No undated proposals may be presented during the hearing.

F. The hearing process shall be conducted as follows:

1. Not later than two (2) days prior to the hearing, each party shall submit a written statement defining the unresolved issue(s) and briefly summarizing the position of the party on the unresolved issue(s). The written statement shall be submitted to the arbitrator and to the other parties.

2. The arbitrator shall hold an evidentiary hearing pursuant to the rules of the AAA.

3. The arbitrator shall take evidence and hear arguments from both sides for one issue at a time, then move to the next issue.

4. Each party shall have an opportunity to present material supporting its position on each issue with rebuttal. The party that proposed the contractual change shall present first. In the event both parties propose changes, the presentation order shall be rotated for each such issue.

5. The arbitrator may not have any ex parte communication with either party.

G. After presentation of the evidence/proposals to the arbitrator, the arbitrator's authority shall be limited to selection of either the Board's proposal or the BEA's proposal on each issue. The arbitrator may not alter the language of either party's proposals without the prior written consent of both parties.

H. The cost of the arbitrator, court reporter, and the hearing room shall be shared equally by the parties. Any other costs shall be paid by the party incurring them.

ARTICLE IV. ASSOCIATION RIGHTS

4.1 The names, addresses, and level assignments of all newly employed staff members shall be supplied to the BEA President/designee within 15 working days of Board action.

4.2 The BEA shall be authorized to use the inter-school mail facilities and the teachers' mailboxes.

4.3 The BEA shall have the right to use inter-school phones for communication with teachers during non-student contact time.

4.4 The BEA shall have the right to use a reasonable space on a bulletin board for the general use of the BEA. The bulletin board shall be located in an area readily accessible to and normally frequented by teachers.

4.5 A copy of any written communication from the Board office directed to all members of the BEA shall be sent to the BEA President at the time such written communication is distributed to the members of the bargaining unit.

4.6 All new blank forms, which are produced locally and which require the signature of members should be reviewed by the BEA Executive Committee before they are given out to members of the bargaining unit.

4.7 The BEA shall schedule its regular monthly meetings on the same day of the week. Anyone expected to attend these meetings shall be excused from other after-school activities by the level principal, unless the member is employed under a supplemental contract that requires his/her presence after school on the given day.

4.8 The BEA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours, at a time and place that does not interfere with the normal and other scheduled use of such buildings except Saturdays, Sundays, and holidays.

4.9 Upon request of the BEA, a member of the bargaining unit elected to an OEA/NEA full-time release officer may be granted a leave of absence, not to exceed three (3) years. The Board shall be reimbursed by OEA/NEA, the salary, retirement and fringe benefits for said association member. Seniority shall not be accrued during such leave.

4.10 The BEA President may advise the Board, through the Superintendent, with respect to such matters as educational policies or general financial matters prior to their adoption and/or general publication.

4.11 Duly authorized representatives of the BEA's respective affiliates shall be permitted to transact official BEA business at a bargaining unit member's request on school property, provided that the respective principal is notified. This procedure shall not interfere with the normal classroom teaching.

4.12 A copy of all health insurance policies and insurance contracts that the Board has on file regarding members of the bargaining unit shall be given to the BEA President.

4.13 The BEA shall have the right to store its supplies and equipment on school property in a safe area, providing the BEA assumes full responsibility for any loss of supplies and equipment.

4.14 Copies of all personnel forms for leaves used by members shall be consistent with the Agreement and shall be available in the principal's office.

4.15 The BEA shall be allowed to use school facilities and equipment at all reasonable times when such items are not otherwise in school use. BEA shall provide reimbursement for any consumable material and associated cost attendant to such use and shall limit such use to its function as bargaining representative.

4.16 The BEA shall have the right to address bargaining unit members following staff meetings.

4.17 The BEA shall have the same right to address the members of the Board with concerns/comments/questions at any regular monthly meeting on matters of public concern. Requests shall be addressed through the Superintendent. For personnel and/or labor relations issues, the parties anticipate that the appropriate contractual procedures and chain of command will be followed.

4.18 Parental Complaint Process

A. Should an administrator receive a complaint or concern about a teacher from a parent, the administrator, unless circumstances dictate otherwise, will remind the parent of the chain of command and advise the parent to communicate directly with the teacher.

B. If after an initial conference between a teacher and a parent/guardian has taken place, and a conference with an administrator is deemed necessary, then the BEA member may request his/her level representative or another BEA member to be present at that conference and any subsequent conferences.

C. Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or student(s) until said complaint has been investigated by the immediate administrator and the teacher's position has been heard. The Superintendent, then the Board, may thereafter try to resolve the complaint with or without the teacher's participation. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint.

D. Excluded from this procedure are situations which may amount to a violation of law or which jeopardize the health or safety of students and/or staff, which shall be directed to local law enforcement or child services.

E. Complaints that are not brought to the teacher's attention shall not become a matter of record, nor shall they in any way affect that teacher's employment.

4.19 Building Level Teams and District Labor/Management Council

In order to facilitate communication and professionalism among and between members and the administration, and for the purpose of providing forums for the open and mutual exchange of concerns affecting the educational program, the parties agree to establish labor relations teams.

A. Building Level Teams

The High School Building Level Team (BLT) shall consist of the level principal and the Department heads (or designee by the Department head from the department as approved by the BEA President). The Middle School and Elementary BLTs may consist of the level principal and up to four (4) level teachers. The BEA will determine its representatives on the BLTs. Each of the BLTs shall meet quarterly and as otherwise mutually agreed. All members of the BLT may submit items to be on the discussion agenda.

Concerns/issues discussed and not resolved at BLT meetings shall be forwarded to the District Labor/Management Council.

B. District Labor / Management Council

To further facilitate communication and professionalism among and between members of the bargaining unit and the administration and Board, and for the purpose of providing a District forum for the open and mutual exchange of concerns affecting the total educational program of the District, the parties agree to establish the District Labor Management Council. The BEA will determine its representatives on the Council, whose numbers shall not exceed five (5) (one member from each of the three BLTs, plus the BEA President and a representative of his/her choice which may be the OEA LRC) and the Superintendent may designate at least one Board member, others from the administration and/or Board, not to exceed five (5). The Council will meet as needed and may be requested by either the Superintendent or the BEA President by presenting a tentative agenda for the proposed meeting to the other party. Following an agreement to meet, this tentative agenda may be modified as needed. The parties will establish a mutually agreeable time and date. Any member of this Council shall have the opportunity to submit agenda items prior to the mutually scheduled meeting.

C. It is understood by all parties that no part of this Master Agreement can be altered or appended through these committees.

D. The parties may mutually agree to seek the services of the Federal Mediation and Conciliation Service or another mutually agreed upon mediator/mediation service for labor-management training. The Board and the BEA will share equally in any costs related to labor management training.

4.20 A copy of official Board meeting agendas, including available supplementary documentation will be sent to the BEA President no later than the Monday before the Board meeting. Should a meeting be cancelled, rescheduled or added, the BEA President will be notified by school email. Minutes of Board meetings shall be provided to the BEA President at the same time they are provided to Board members.

4.21 The parties recognize the legal responsibility of the Board to set the School Calendar. The BEA shall serve in an advisory capacity to plan the School Calendar.

4.22 Criminal Background Checks/License Renewal

Within thirty (30) days of submission of the proof of expenditure, the Board shall reimburse members for all fees associated with obtaining background checks required under ORC 3319.39. (Fees paid during the initial employment process associated with background checks required under ORC 3319.39 do not qualify for reimbursement under this section.)

ARTICLE V. RESPONSIBILITIES OF THE PARTIES

5.1 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Badger Education Association and all personnel listed in Paragraph 2.1 under "Recognition" are bound to observe the provisions of this Agreement.

5.2 There shall be no strikes, work stoppages, or interruptions or impeding of work for the term of this Agreement. No officer or member of the BEA shall authorize, instigate and/or condone any such activities. No employee shall participate in any such activities.

5.3 There shall be no interference with the right of employees to become or continue as members of the BEA or any other professional association or organization.

5.4 The Board shall administer its prerogatives without regard to race, color, religion, national origin, sex, marital status, age, physical impairment, disability or membership or non-membership in the union or other association.

5.5 It is the continuing policy of the Board and the BEA that the provisions of this Agreement shall be applied without discrimination to all the members of the bargaining unit. Each employee may at his/her sole option, determine whether to affiliate with an association or other professional educational organization.

5.6 Individual Contract Provision

A. The Board of Education will act upon the contractual status of an employee based upon the teaching certificate/license on file in the Treasurer's office as of June 1st of any given year.

B. Contracts are of two types: limited and continuing. A limited contract is one for a specific period of time not to exceed five (5) years. A continuing contract is one that shall remain in effect until the teacher resigns, elects to retire, or until it is suspended or terminated by the Board for cause (ORC, Section 3319.08).

C. Teachers new to the Joseph Badger Local School District shall receive a one-year contract. Successive contracts may be for a period of one or more years, in accordance with the Ohio Revised Code. Teachers who have been under limited contract with the Joseph Badger Board of Education for three (3) successive years, and who have had successful evaluations, shall be eligible for a multiple year contract.

D. Teachers who qualify for continuing contract status in compliance with state law and regulations shall meet the following timetable:

1. Submit a written request for consideration for continuing contract by November 1st of the year their current contract expires.

2. Submit necessary substantiating data: (a) an official transcript and (b) a copy of appropriate certificate/license to the April Board of Education meeting.

3. No continuing contracts will be issued during the term of an existing contract.

4. The Board of Education shall act upon continuing contracts at the May Board of Education meeting. It is the responsibility of the individual teacher to meet the time frame as outlined.

E. Teachers with a continuing contract prior to being employed in the Joseph Badger Local School District may be granted a continuing contract based on the Superintendent's recommendation and Board approval in accordance with state law.

F. In the event it is the determination of the Superintendent to recommend an extended limited contract for a tenure-eligible employee, such recommendation may be made directly to the Board without reference to the procedure for the same set forth in Ohio Revised Code 3319.11 (C). Any employee granted an extended limited contract will be provided with written reasons by the Superintendent directed at the professional improvement of the employee on or before April 30th.

G. Teachers employed with temporary certification/licensure are hired for one year only.

ARTICLE VI. MANAGEMENT

6.1 Unless expressly referenced in 4117.08 of the Ohio Revised Code, the Board retains the exclusive right, by and through its designated Supervisors, to manage the business, educational, and other programs, and the schools of the Joseph Badger Local School District, and to direct the employees. This exclusive right to manage the business, educational, and other programs, and the schools, and to direct the employees includes the right to hire, suspend or discipline employees and/or students for proper cause, methods and programs to be used and the establishment of all school schedules, methods, processes, and other factors concerning the children in the school system. The Board shall have such other exclusive rights as are required of it to perform its duties and responsibilities.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 Purpose

A. This grievance procedure shall be the exclusive means of resolving disputes concerning the alleged violation, misapplication or misinterpretation of the written provisions of the Master Agreement.

B. If the grievant does not file a formal grievance in writing within twenty (20) days after the grievant knew or should have known of the occurrence of the act or condition upon which the grievance is based, the grievance shall be considered waived.

7.2 Definitions

A. A "grievance" is a claim by an employee, a group of employees, or BEA that there has been a violation, misapplication, or misinterpretation of a specific written provision of this Agreement.

B. The “grievant” is the employee, group of employees, or the BEA alleging a misinterpretation, misapplication or violation of the Agreement.

C. A “class action grievance” on the part of the BEA is for more than one person who has been aggrieved for which there is a common bond or an issue that stems from basically the same fact pattern.

D. Days shall be workdays, excluding calamity days.

E. "Immediate Supervisor" means level principal in most situations. In those cases where employees are not directly responsible to one principal, such as, but not limited to, specialized area teachers and teachers with multi-level assignments, the Immediate Supervisor shall be that Supervisor to whom the employee or group of employees is directly responsible.

7.3 Rights of the Grievant and the BEA

A. There shall be no reprisals against any employee for filing a grievance. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from any personnel file of any (all) employee(s) involved.

B. The BEA has sole right to file grievances on its own behalf and the exclusive right to process grievances.

C. A grievant may elect to be accompanied by a representative of the BEA at all steps of the grievance procedure.

D. Conferences required by this procedure will be scheduled by the administration promptly and may utilize time within the instructional day to facilitate same should mutually convenient opportunities outside the instructional day not be readily available. Meetings will be scheduled so that all persons so entitled are afforded the opportunity to attend.

E. In the event a grievance is filed or being processed on or after May 15th, both parties will try to expedite and advance the grievance through the steps, so that the grievance may be exhausted prior to the end of the school year or as soon thereafter as possible.

7.4 General Procedure

A. Since it is important that grievances be processed as rapidly as possible, the numbers of days indicated at each level are maximums. The time limits may only be extended by mutual agreement of the parties. Any grievance not presented or appealed within the time limits shall be waived. If an answer is not given within the time limits, the grievance shall automatically advance to the next step.

B. Before submission of a formal grievance, the grievant must attempt to resolve the complaint informally by meeting to discuss the matter with the appropriate supervisor. The administration will schedule informal grievance meetings promptly and may utilize time within the instructional day to facilitate same should mutually convenient opportunities outside the instructional day not be readily available. The grievant shall notify the supervisor that he/she is pursuing the informal stage of the grievance procedure. If the informal grievance meeting does not occur within two (2) days of a request to the supervisor, the grievant may proceed directly to filing a formal grievance as set forth below (see Appendix A).

C. If the grievance is not resolved to the grievant's satisfaction at the conclusion of the informal discussion with the supervisor, the grievant may pursue the grievance through formal procedures, by filing a Grievance Report Form (see Appendix B). The completed form shall be numbered and dated and include a concise statement of the facts supporting the alleged grievance, the provision(s) of the Agreement allegedly violated, and the relief sought. In addition, the date of the informal meeting shall be reflected on the form.

D. All notices of hearings and decisions shall be sent to all parties involved at each step.

E. Settlements between the parties at any stage short of arbitration shall bind the immediate parties to the settlement but may not be deemed precedent in any later grievance proceeding.

7.5 Formal Procedures

A. Step A – Immediate Supervisor

A meeting between the appropriate supervisor, the grievant and the BEA representative shall be held within ten (10) days of receipt of the Grievance Report Form. The decision of the supervisor shall be rendered no later than ten (10) days from the date of said meeting. A BEA officer and the Superintendent shall both be notified in writing as to the disposition of the grievance.

B. Step B – Superintendent

If the BEA is not satisfied with the disposition made at Step A, the BEA may, within ten (10) days of Step A, forward the written grievance to the Superintendent. Upon receipt of the Grievance Report Form, a hearing shall be conducted by the Superintendent within fifteen (15) days after the receipt of the request. The Superintendent will send a BEA officer a written disposition of the grievance within ten (10) days of the hearing.

If the appropriate supervisor in Step A is the Superintendent, Step B will be omitted and grievance will proceed to Step C.

C. Step C – Board of Education

If the BEA is not satisfied with the disposition made by the Superintendent, the BEA may, within ten (10) days after receiving the Superintendent's disposition of the grievance, refer the grievance in writing to the Board President either by hand delivery or certified mail with return receipt requested. The Board, at its option, may meet with the BEA for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law at or by the date of the next regular Board meeting.

The BEA will be present at this Board meeting to present verbal and/or written information to the Board. The Board may request additional information from either party. A notification of the Board's disposition of the grievance shall be furnished to the grievant, a BEA officer, and the Immediate Supervisor within ten (10) days of the Board meeting.

D. Step D – Arbitration

If the BEA is not satisfied with the disposition of the Board, the BEA may, not later than twenty (20) workdays after receipt of the written decision at Step C, refer the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The BEA shall request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association.

1. The arbitrator so selected shall hold the necessary hearing promptly and issue a decision within such time as may be agreed upon. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted which shall be final and binding on both parties.

2. The arbitrator shall have no authority to change, alter, modify or otherwise amend any of the terms of the collective bargaining agreement.

3. The cost of arbitration shall be shared equally by the parties.

E. Miscellaneous

1. Meetings and hearings held under this procedure shall be conducted at a mutually agreed time and place which will allow all necessary parties to be present.

2. All necessary parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

3. A grievance may be withdrawn by the BEA at any time without prejudice.

ARTICLE VIII. LEAVES

8.1 Sick Leave

A. Members of the bargaining unit shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at 1 1/4 days per month. Each new full-time employee or an employee who has exhausted all earned sick leave shall, upon written request and eligibility to accumulate, be advanced five (5) days of sick leave credit at the beginning of the school year or upon exhaustion of earned sick leave. The five-day advance is to be deducted from the future accumulation of sick leave credit the employee earns.

B. Unused sick leave shall be unlimited. Within 90 days of Board action on initial employment, newly-employed persons may initiate action to transfer accumulated sick leave days from another public employer in this state. The date of separation from previous employment must be less than ten (10) years prior to employment in the Joseph Badger Local School District.

C. Sick leave may be used for absences necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the employee's immediate family, as defined herein. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more days must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work.

D. Definition of Immediate Family

For purposes of illness or injury, immediate family is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, niece, nephew, spouse, child, son-in-law, step-child, daughter-in-law, foster child, grandparent, and grandchild. Sick leave may be utilized for these family members when the bargaining unit member is required to serve as the primary caregiver relative to injury or illness.

E. For purposes of death, immediate family shall be defined as the employee's parent, spouse, child, sibling, grandparent, aunt, uncle, niece, nephew, in-laws bearing any of those relationships, or any dependent living in the employee's household.

F. The employee is required to notify his/her principal or designee as soon as possible after becoming aware of the need to use sick leave.

G. The employee shall submit his/her absence via the Board's current electronic system no later than the second workday after returning to work from sick leave. No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for the termination of the employee's contract.

H. When a bargaining unit member is to be absent, he/she will notify the principal or designee of the absence at a time mutually agreed. If possible, he/she will notify the principal or designee the evening before. A bargaining unit member may notify said principal or designee at any time in an emergency situation.

8.2 Personal Leave

A. Each employee shall be granted three (3) days of personal leave, with pay, each school year for matters of personal business which cannot be conducted at times other than during the normal workday. Up to one (1) unused day of Personal Leave may be accumulated for use in the following year for a total of a maximum of four (4) days Personal Leave in any school year. Upon notification by the Treasurer's office, employees may be required to utilize the District's electronic system for this purpose. If possible, the employee will give his/her principal or designee twenty-four (24) hours advance notice of intention to take such leave. These days are not accumulated from year to year, nor may they be deducted from sick leave. If the employee leaves employment, the days will be pro-rated based on the length of their contract.

B. If all personal leave has been exhausted and additional personal leave is needed, and upon prior approval of the Superintendent, each employee

may request to use two (2) days of unpaid leave annually for urgent personal business reasons. However, these days may not be used to extend an approved leave. Nothing herein shall be deemed to provide employees with an expectation that unpaid leave ("dock days") will be granted.

C. When the employee is absent for personal leave reasons, a report of absence shall be submitted via the Board's current electronic system.

D. Personal leave days shall not be granted during the first or last week of the school year, except under emergency situations. No more than one personal day may be taken the week before or after a school-scheduled holiday recess, except under emergency situations. These days may not be used to extend an approved leave.

E. No more than 3.0 FTE (Full Time Equivalent) unit members per level shall be granted personal leave on a given day except under situations as determined by the Superintendent.

F. Employees who do not utilize their entitled day(s) shall have the unused day(s) converted to their accumulated sick leave balance.

8.3 Parental Leave

Any teacher within the Joseph Badger Local School District who is an expectant mother or father, adopting a child, or appointed as guardian or foster parent shall at his/her request be granted a parental responsibility leave without pay or increment subject to the conditions set forth below:

A. Leave Rights

The parental responsibility leave shall begin any time prior to:

1. the birth of the child, following the presumed period of recovery (6 weeks) after childbirth or upon the teacher's release from sick leave by the teacher's physician,

2. prior to or within 6 weeks of the date of obtaining custody of an adopted child, or

3. prior to or within 6 weeks of the date of the appointment as guardian or foster parent of a child.

Such leave shall be for the balance of the school year in which it commences and at the option of the teacher for one or two school years thereafter. The teacher shall give written notice by March 15th of each year

of such leave as to whether he/she intends to return for the following year. If such notice is not received by March 15th, it will be assumed that the teacher does not wish to return to employment with the Badger Local Schools.

Subject to the provisions below, all returns from such parental responsibility leaves shall coincide with the start of the school year. In the event the teacher experiences financial hardship after the commencement but before the conclusion of such leave, he/she may request of the Superintendent to return at the start of the next grading period.

B. Application for Leave

Application for parental responsibility leave shall be in writing. It shall contain: (1) a statement of the expected date of birth or date of obtaining custody (in the case of an adoption, foster placement, or guardianship), (2) the date on which the parental responsibility leave is to commence, and (3) the date the teacher anticipates returning to service.

C. Time for Filing Application

Application for parental responsibility leave shall be made no less than thirty (30) calendar days before the beginning date of the leave. In the case of adoption, guardian placement or foster placement, the application for leave shall be given five (5) calendar days before the leave is to begin where possible.

D. Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same or similar position, and will assume the same placement on the salary schedule held prior to the leave in addition to retaining his/her position on the seniority list. The administration will attempt to place the employee at the level of the employee's choice. Employees on unpaid leave who do not notify the Superintendent thirty (30) days prior to the expiration of their leave shall be deemed to have resigned.

E. The cost of all insurance benefits and coverage shall be paid by the teacher on parental leave on or before the 20th day of the preceding month following any qualifying FMLA period.

1. Benefits shall be reinstated upon the teacher's return. Advanced seniority/ salary increments shall not be given unless the employee has taught at least one hundred twenty (120) days in the school year.

8.4 Citizenship Leave

The Board of Education shall provide, without loss of pay, citizenship leave to members of the staff for the following reasons:

A. court appearance for jury duty
B. court appearance as a subpoenaed witness.

Court compensation shall remain with the employee.

8.5 Assault Leave

A. An employee who is absent due to physical injury (certified by a Physician) or clinically diagnosed emotional condition (certified by a Psychiatrist or Psychologist) resulting from an assault which occurs in the course of Board employment while on duty on school grounds or in attendance at a school-sponsored function may be eligible to receive assault leave pursuant to 8.7.2.

B. Upon determination of eligibility by the Board and/or its designee, such leave may be granted for not more than twenty (20) days. The employee must deliver to the Treasurer a signed statement attached to the Application for Leave form prescribed by the Board. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. An extension of up to an additional twenty (20) days of assault leave may be granted at the discretion of the Board upon written documentation justifying the basis for such extension from the employee’s primary care physician.

C. Full salary and benefits shall be paid during assault leave. Approved assault leave days shall not be deducted from sick leave.

D. Falsification of the signed statement or physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

8.6 Association Leave

The Board shall allow for the President of the BEA or his/her designee up to four (4) total paid teaching days during the school year to conduct the business of, or related to, the BEA. Such leave is with the administration's approval and cannot

be the students' first or last day of school. This release time shall not affect personal or sick leave. BEA leave shall not be cumulative.

8.7 Professional Leave

A. Upon request and prior approval, each teacher may be granted at least two (2) days of professional leave per school year. Field trips and/or district-sponsored workshops shall not be charged against the teacher as professional leave.

B. The Board shall reimburse an employee for costs incurred provided a requisition has been submitted prior to the professional leave. Proper receipts and documentation must be furnished upon return. All reasonable and actual expenses shall be paid.

8.8 Sabbatical Leave

A. A member who has completed five (5) years of service to the Joseph Badger Local School District is entitled, with permission of the Board and/or the Superintendent, to take an unpaid sabbatical leave.

B. Sabbatical leave shall be used for professional growth for a period not to exceed two semesters. The leave must be based upon a prospectus for professional growth approved by the Superintendent. Evidence will be required to show that the plan was followed.

C. The Board will not be responsible for paying salary, retirement, or benefits during an employee's sabbatical leave.

D. No more than two (2) unit members may be granted sabbatical leave at one time. Sabbatical leave will not be granted to the same unit member more than once every ten (10) years.

8.9 Family and Medical Leave Act

A. The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, “12-month period” is defined as “the 12-month period measured forward from the date the employee’s first FMLA leave begins” (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

B. An employee is permitted to take this leave for the following reasons:

1. the birth of a child and to care for the newborn child within one (1) year of birth;

2. the placement of a child with the employee for adoption or foster care and to care for the adopted child or foster child within one (1) year of the child's arrival;

3. to care for an immediate family member (child, parent, or spouse) with a serious health condition;

4. employee's serious health condition preventing him/her from performing the functions of his/her job.

5. Any “qualifying exigency” that arises out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a “single 12-month period” to care for a covered service member with a serious injury or illness.

C. Where spouses are both employed by the Board, the aggregate number of workweeks to which both may be entitled may be limited to twelve (12) during any twelve-month period if leave is taken:

- for the birth of a child,
- for the placement of a child for adoption or foster care, or
- to care for a parent that has a serious health condition.

D. The total amount of workweeks is twenty-six (26) for a couple if the leave is requested to care for a covered service member and both spouses are employed by the Board.

E. <u>Conditions</u>

If a bargaining unit member has taken sick leave and receives an unpaid leave of absence, the paid sick leave shall be deducted from the 12-week period. Health benefits shall be provided according to Section 13.7 of this Agreement for the balance of the unpaid leave of absence for a period not to exceed 12 weeks.

F. <u>Return from Leave</u>

On return from leave, the employee is entitled to be restored to the same or similar position held when the leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave; however, benefits do not

accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

G. Leave Conditions and Restrictions

A bargaining unit member taking leave under FMLA shall be bound to all conditions and effects of the FMLA.

8.10 Unpaid Leave

A. Bargaining unit members may, under conditions specified in state law and Board Policy, be granted leaves of absence without pay. It is understood that no employee shall have a right to such unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

B. In accordance with Ohio Revised Code Section 3319.13, a leave of absence without pay for up to two (2) years may, upon written request and approval of the Board, be granted to any teacher. Upon return from such leave, the teacher will not lose seniority he/she had prior to the leave of absence, but will not accumulate additional seniority during the period of unpaid leave. The teacher will resume the same contract status and shall be returned to the same or similar teaching position.

ARTICLE IX. EMPLOYMENT PROCEDURES

9.1 Transfers

A. Voluntary Transfers

1. Teachers who desire a transfer for the subsequent school year should file a written request prior to March 15th, utilizing the Teacher Assignment Request Form (see Appendix C). The request should contain rank ordered preferences with the desired grade level, and/or subject. If a teacher's request is denied, the teacher may request a meeting with the principal to discuss the rationale.

2. A list of known vacancies for the next school year should be posted no later than May 1st.

3. Subsequent vacancies will be posted via school email and/or on the District website.

4. When a position becomes available, all members of the bargaining unit who are qualified by certification/licensure have the right to apply.

5. Any vacancy shall be filled by a qualified and properly certified/licensed displaced teacher. The displaced teacher with seniority shall be given preference.

6. The Superintendent shall determine the final placement of all bargaining unit members provided such determination does not violate the provisions of this Agreement.

B. Involuntary Transfers

1. When movement of teachers is necessary due to a reduction in the number of teachers, all volunteers shall be given consideration for transfer consistent with their areas of certification/licensure and the administration will review the Teacher Assignment Request Forms on file.

2. The administration will give those being involuntarily transferred as much notice as possible and will meet with the teacher to discuss the rationale for the transfer. Within five days of the meeting, the teacher shall receive a written copy of the rationale.

3. Involuntary transferred bargaining unit members shall be given preference in the filling of posted vacancies for which the bargaining unit member is certified/licensed.

4. Involuntary transfers shall be for legitimate educational and/or operational reasons.

9.2 Vacancies

A. The bargaining unit position vacancy shall exist when the employee who held that position leaves the employment of the Board, accepts assignment or is assigned to another employment position with the Board, or when the Board creates a new position and only includes positions the Board determines to fill. The position of an employee on leave of one semester or more granted pursuant to this Agreement shall be considered a temporary vacancy and shall be filled by a properly certificated/licensed teacher on the recall list in accordance with Article XV. In the event there

is no properly certificated/licensed teacher on the recall list, the position may be filled by a long-term substitute in accordance with this Article.

B. When an opening occurs during the course of the school year on or after August 1st of that school year, the employer shall first hire from the existing recall list before going outside the existing faculty to fill the position. Recalled individuals shall be compensated at the appropriate step on the salary schedule from their first date of employment. At the completion of the affected school year, the position shall be posted according to the terms of Section 9.2.1.

C. Prior to assignment to a position vacated as a result of a leave of absence, a long-term substitute shall be advised in writing by the Superintendent that the assignment is temporary subject to the return of the regular employee from leave.

D. Posting

1. Each vacancy shall be posted by written notice by the Superintendent for no fewer than five (5) workdays before the position is filled. There shall be no requirement to post before May 15th any vacancy that is not effective until the beginning of the following school year. The posting shall state:

    a. the title
    b. any certification/licensure requirements
    c. the initial assignment
    d. the date the vacancy will exist
    e. the person to whom application is to be submitted
    f. where the job description for the position may be obtained.

2. The vacancy shall be filled no later than thirty (30) days after the initial date of posting. During the summer months when school is not in session, such posting shall be included with pay notification, via school email, and/or on the District website. Vacancies arising after August 1st for that following school year need not be posted and may be filled with a long-term substitute.

3. All qualified applicants from within the District will be given consideration prior to any outside applicants. Appropriate criteria including experience and licensure will be utilized in filling any vacancy. Any internal applicant who is not awarded a requested position will be provided the opportunity to meet with the Superintendent to discuss the rationale for the denial. The Superintendent shall schedule a meeting with within five (5) days of the request. The bargaining unit member shall be permitted to bring

a representative of the BEA to this meeting. All appointments to the aforesaid vacancy/opening(s) shall be made without regard to race, creed, nationality, sex, marital status, or disability.

9.3 Supplemental Pay Positions

A. Vacancy Postings

1. Supplemental pay positions shall be posted in accordance with this Agreement when vacancies occur.

2. All bargaining unit members shall be given the opportunity to apply for open supplemental positions. A supplemental position held by an incumbent who is going to be re-employed by the Board for that position is not considered an open supplemental position and shall not be posted. In filling open positions, the Board will select from among qualified applicants in accordance with law.

B. Hiring Outside Bargaining Unit

All open supplemental pay positions shall be filled by employees whenever possible. In the event that no qualified employee applies for an open position, the position shall be offered to any other person qualified under the law.

C. Each employee performing a supplemental duty shall be given a written, limited supplemental contract specifying the duty(s) to be performed, compensation, and duration of the supplemental contract.

D. An employee's performance of contracted supplemental duties shall not adversely affect personnel decisions regarding the employee's regular employment.

9.4 Tutorial Positions

Tutorial positions shall be filled first by qualified employee applicants who indicate in writing their interest to the Superintendent by September 15th and second by the best-qualified candidates outside the bargaining unit. Tutors will be reimbursed at the rate of $45.00 per hour during the life of this Agreement.

9.5 Personnel Files

A. Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel file and to make additions of pertinent rebuttal material in accordance with

Section 1347 of the Ohio Revised Code. A teacher who makes an appointment to review his/her personnel file shall be provided access within two (2) days of the request. The review should take place outside of the instructional day (with the exception of the 30 minute lunch period) Requested copies will be provided within two (2) working days from the receipt of the request.

There shall be no more than one (1) official personnel file maintained for each employee, and such file shall be maintained in the Board office. Contents in the personnel file shall be limited to work performance, discipline, and routine financial or personnel data. Employee must attach rebuttal within ten (10) days of the notification. Original IPDP forms will be maintained in the Board office and these forms will not be part of the personnel file.

1. Work performance and/or disciplinary documentation must be signed and dated by the administration and the affected bargaining unit member.

2. Copies of any materials contained in a personnel file shall be provided to the employee at no cost.

B. Restrictions

Items may not be placed in an employee's personnel file unless the item has been made known to the employee. Employees' signed, written objections to any information will become part of the file. Anonymous material from an unidentified source and/or unauthorized source will not be placed in a staff member's file. Any information placed in an employee's file in violation of this section shall be removed immediately upon the request of the employee in accordance with the Public Records Law.

C. Although most information in personnel files is a matter of public record, requests for information should be made in writing, or in person, and addressed to the Superintendent. If any person requests to see an employee's file, the Superintendent shall notify the employee and tell the employee the name of the person making the request, and the date and time of the requested review.

D. Material mutually agreed to by the member and the Superintendent may be expunged after three (3) years of placement in the file upon written request of the bargaining unit member. If agreement cannot be reached, the unit member has the right to appeal to the Board.

9.6 Re-employment after Retiring

Any bargaining unit member who retires under STRS and is subsequently re-employed as an active bargaining unit member and teacher in the District shall be placed at the fifth (5) step of the indexed salary schedule of this Agreement subject to and according to degree.

Any such re-employed retired teacher shall receive no more than a one (1) year limited contract automatically non-renewed at the end of each school year at the specified step and shall not accrue experience time to move from that step unless subsequently re-employed by the District. The retired teacher shall not exceed step ten (10) on the indexed salary schedule. Any position filled by a retired Badger teacher shall be posted at the end of each school year. At no time during the term of this Agreement and any lawful extension thereof, will the total number of retired Badger teachers employed by the Board exceed ten percent (10%) of the total number of the bargaining unit defined in Article II of this Agreement unless mutually agreed.

This Section (9.6) shall supersede Sections 3319.11, 3319.111 and 3317.13 of the Ohio Revised Code.

A retired/rehired member is ineligible upon leaving the Joseph Badger Local School District to receive a severance payment. The provisions of this section, including severance and salary placement, will not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employees Relations Board (SERB) or any court of law.

ARTICLE X. TEACHER ASSIGNMENTS

10.1 Teachers under contract during a school year will be notified in writing of their assignments for the following school year no later than five (5) workdays prior to the close of the current school year. Such notification shall include the teacher's school assignment and subject/grade assignment and approximate number of students in each assignment. Any change in such assignments required by the needs of the District will be made known to the teacher in writing as soon as possible.

10.2 Employees will not be required to substitute during their professional preparation period. Employees will not be required to leave their normal teaching duties or professional assignments to substitute for another.

10.3 A teacher assigned to more than one level shall have his/her evaluator designated within five (5) workdays after the first day of school each year.

10.4 Planning Periods

A. Each full-time employee shall receive a minimum of two hundred (200) minutes planning time per week within the employee's workday.

B. Teachers who miss planning time due to absence or leave shall not be assigned "make-up" planning periods.

C Planning time may not always be provided at the same time of day each week.

10.5 Elementary Music, Art, and Physical Education Employees

Music, art, and physical education should be taught by employees with specific certification/licensure in these fields.

10.6 Workload

The Board and the BEA are cognizant that overcrowded class conditions are not conducive to excellence in teaching or academic achievement by students.

The following class size limits shall exist:

A. Regular classes that are based on the Ohio Department of Education's content standards shall average no more than:

1. K 23 Pupils

2. 1-4 24 Pupils

3. Elementary Music and PE may average greater numbers with agreement between affected teacher(s), BEA, and Superintendent.

4. 5-12 28 Pupils

5. Under no circumstance will the number of students assigned to a classroom be greater than the number of student seats/desks in those classrooms. Exceptions will be made for special needs students and their particular accommodations or where facilities prevent achievement of this goal.

6. Special education/intervention specialists shall have no more than sixteen (16) students assigned at the elementary and middle schools and twenty-four (24) students at the high school. Special education classes or inclusion class period shall have no more than twelve (12) pupils on an IEP, other than speech.

7. The maximum number of students that any middle or high school staff member, except teachers of band or choir, shall instruct on a daily basis should not exceed 150 students.

8. A teacher's class may be assigned no more than three (3) students above the limit unless mutually agreed to by the teacher and principal. (i.e. A second grade teacher may not be required to take a 28th student; a high school teacher may not be required to take a 32nd student.)

B. Remuneration

1. Teachers, including all elementary and secondary intervention specialists (special education teachers), who are assigned students above the limit set forth in Paragraph A. above, shall receive an overload payment of $500 per excess student seen per day per semester (see Appendix D). Student(s) must be enrolled at least one-half of the semester and meet with the teacher for instruction at least once per day.

2. Physical education teachers who serve multiple levels and who average more than 150 students per day per week (regardless of whether or not they meet with such students at least once each day) will receive remuneration in the amount computed as follows: Add total number of students for the week and divide by 5. If that total exceeds 150, the physical education teacher shall receive $500 for each student that exceeds that total. Credit flexibility students will not be counted toward the student total.

C. Middle school and high school employees shall be assigned no more than six (6) instructional periods per day in a seven (7) period day. For the purpose of this section, study halls shall be considered teaching/ instructional periods. Teachers who are assigned an excess of the instructional periods outlined above shall be remunerated for the additional load at the rate of 1/7 of the Agreement BA/0 base salary. Any partial assignments will be pro-rated according to the ratio: number of instructional days/divided by the number of workdays.

D. The determination of class size for the purposes of additional compensation shall occur at the end of the semester. Payment request forms must be turned in prior to the last teacher day of the school year. Payment shall be made no later than the second pay period after the form(s) is submitted.

E. School counselors shall not exceed the following limits at the grade levels specified:

Grades K-8: Seven Hundred (700) students
Grades 9-12: Three Hundred Fifty (350) students

The Board shall strive not to exceed the limits above but may exceed the limit by 10%.

10.7 Inclusion

When a special needs student is placed in a regular education classroom (any classroom not recognized as special education), the teacher will be notified of that placement and provided a copy of the student's IEP and access to the most recent Multi-Factored Evaluation (MFE)/Evaluation Team Report (ETR) no later than the fifth day of school, if available. If necessary, the regular education teacher(s) and the intervention specialist(s) will meet no later than the end of the second full week of school. It is the obligation of the regular education teacher to schedule this meeting with the intervention specialist(s).

In the elementary grades IEP students will be divided as equally as possible between/among regular education teachers' classes unless the teachers mutually agree to an exception.

No regular or special education teacher will be required to perform any medical or custodial care services.

10.8 Bargaining unit members requested to provide credit flex instruction must be properly licensed/certificated in the content area for which credit flex is being provided.

10.9 College Credit Plus (CCP) Instruction

The opportunity to teach any course offered at the school district through College Credit Plus (CCP) shall be offered to a member who is qualified to teach the course. Teaching a CCP course shall be voluntary on the part of the teacher. Any CCP teacher shall be afforded one in-service day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. (Additional in-service days may be approved by the Superintendent.) A teacher who teaches a course shall be paid a stipend of one thousand dollars ($1000.00) per course per semester. The stipend shall be paid as part of the member's regular pay at the conclusion of the course.

ARTICLE XI. CASUAL SUBSTITUTE TEACHERS

11.1 Casual substitute teachers shall be hired, if available, whenever the regular teacher is absent from the classroom. In an emergency situation, by administrative request, when a bargaining unit member is asked to cover for another bargaining unit member during a teaching period, he/she shall receive reimbursement at the rate of $45.00 per period for the life of the contract, for each class or group of students provided that the bargaining unit member's current assignment is not canceled in order to allow them to cover for another bargaining unit member. Certified/licensed teaching assistants/aides may substitute in the classroom when a substitute teacher is not available and only after all available bargaining unit members have declined.

11.2 A teacher may request and an effort will be made to obtain a specific substitute.

11.3 When elementary special teachers are absent, substitute teachers will be hired, if available, to cover the classes. In the event that a substitute teacher is not available, the covering teacher will be compensated at the rate of $45.00 per period. Certified/licensed teaching assistants/aides may substitute in the classroom when a substitute teacher is not available.

11.4 The Substitute Teaching Form will be submitted to the principal who will forward it to the administrative office. (see Appendix E)

ARTICLE XII. SCHOOL DAY AND SCHOOL YEAR

12.1 School Day

The teacher's workday shall be seven (7) hours, ten (10) minutes in length.

Teacher's instructional day shall not exceed six (6) hours forty-five (45) minutes in length. The teacher's instructional day shall include at least thirty (30) minutes of uninterrupted time for lunch. Starting and ending times shall be established by the administration with staff input.

12.2 School Year

The school year will consist of 182 professional days including:

A. One hundred seventy-six (176) days of student instruction, one (1) day for parent-teacher conferences, two (2) days (each containing a half-day for meaningful staff professional development (PD) and a half-day (½) for record-keeping), two (2) in-service days (first and last teacher workday), and one (1) day for room set-up prior to the start of the school year. Parent-teacher conferences shall be scheduled by the Board and shall be

included in the school calendar, exact time designated by the level principal with input from his/her staff not to exceed six (6) hours, inclusive of a thirty (30) minute break.

B. Three professional, in-service or workdays with one day prior to the start of school for in-service training, one day to be mutually determined/agreed to between individual employees and their level principal, and one day following the student year as a records and checkout day.

1. Teachers shall have additional access to the building ten (10) workdays prior to the first teacher day during normal summer hours.

2. On graduation day, teachers who stay after school, work in their rooms, and then attend graduation shall be excused from the final in-service day.

C. Meaningful professional development shall not exceed three and one-half (3½) hours with the remainder of the day to be used as teacher record-keeping time.

12.3 Calamity Days

A. Calamity Day – when school is closed by reason of disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the school's operation, damage to a school building, or other temporary circumstances due to utility failure rendering the school building unfit for school use.

B. Upon mutual agreement of the parties, the District will allow 5 calamity days followed by 3 on-line instruction days. Beginning with calamity day 9, missed school days will be made up starting with the first non-scheduled day available. The Board shall consult with the BEA President or his/her representative regarding makeup days. The Board shall make the final decision regarding makeup days after consideration of the BEA's recommendation.

C. Dependent on additional hazardous weather conditions and/or other calamity, the Board retains the latitude to grant additional calamity and/or on-line instruction days while still meeting the statutory requirements for a minimum school year, as set forth in in Ohio Revised Code Section 3313.48.

D. The Board shall not be required to compensate teachers for days made up in order for the Board to comply with the state mandated minimum school

year; however, any changes or amendments to the school calendar will not result in a reduction in bargaining unit member compensation.

ARTICLE XIII. BENEFITS

13.1 Payroll deductions herein listed will be available to unit members.

A. Income Tax - Federal, State, and Local

B. Retirement

C. Tax-sheltered annuities

1. Those unit members desiring annuity deductions shall contact the Treasurer's office. Such deductions shall continue from year to year until unit members give written notice to the Treasurer that such deductions be discontinued.

2. A new tax-sheltered annuity may be opened with any company that has four or more members enrolled currently.

3. Employees may obtain necessary forms from the annuity company.

4. There will be twenty-four (24) or twenty-six (26) payroll deductions of equal amounts throughout the year.

5. Any current member presently enrolled in a tax-sheltered annuity may have the right to continue coverage with their present company. New members must select an existing annuity vendor.

D. Credit Union:

Payroll deductions for credit union savings shall be made in accordance with State law.

E. Direct deposit will be required for all employees. Bargaining unit members will receive school email notification of pertinent pay information on each payroll date. The deposit date for those on direct deposit will be the posting time of the bank on the date of payroll distribution. If the pay date is a holiday, the deposit date on direct deposit will be the posting time of the bank on the earliest day available before such holiday.

F. Whenever twenty-seven possible payroll dates occur in one contract year (between September 1st and August 31st), the Treasurer must shift one pay date forward one week to reduce the possible number of payrolls back to twenty-six. This is necessary to adhere to accepted practice of issuing

twenty-six equal pays. This shift will in no way affect the total amount of pay that the employee will draw under his/her contract; only the timing of payments will change.

G. Association Dues

1. Payroll deductions for professional dues (NEOEA, OEA, and NEA) shall be deducted in twenty (20) equal consecutive installments beginning in November. BEA professional dues will be deducted in one payment from the first check in November.

2. The BEA shall provide the Treasurer a list of those members requesting payroll deductions along with individual authorization forms. This shall be done no later than October 15th each year.

3. All monies deducted for local dues shall be remitted to the BEA Treasurer along with a list of members for whom the deductions were made. This shall be done at the end of the month in which the dues are deducted.

4. An employee may revoke authorization for dues in accordance with Ohio Revised Code, Section 9.4.1. Said employee must inform BEA of his/her intentions two weeks prior to terminating authorized deductions.

5. The balance of deductions shall be deducted from the from the final paycheck of the BEA member if that member ends employment with the Board prior to the deduction of all twenty (20) installments. In the event that an employee leaves employment or initiates unpaid leave of absence after the beginning of the work year, the Board shall deduct the remaining annual deductions due to BEA from the employee's final pay(s). Said deductions will then be processed accordingly.

6. The BEA indemnified the Board, Superintendent, and Treasurer against claims or actions with regard to deductions made in reliance upon individual authorization cards provided the Board by the BEA

13.2 Severance Pay

Members who resign for purposes of service retirement from a state retirement system with ten (10) or more years from the Joseph Badger School District, shall be paid a severance of ¼ of their total accumulated unused sick leave days calculated at their per diem rate at the time of retirement to a maximum of one hundred (100) days. Eligible members who resign for purposes of service

retirement from a state retirement system with less than ten (10) years of service with the Joseph Badger School District will receive severance in accordance with statute. In either case, severance pay will only be made at the time of resignation for purposes of service retirement.

A. General Provisions

1. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by the member.

2. Severance pay shall be made only once to a retiring member and shall be paid in one lump sum. The retiree may request said check be sent to an elected investment.

3. Payment shall be made in a lump sum within forty-five (45) days from the date of proof of acceptance into the retirement system.

4. Any teacher who dies prior to severing employment, who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or/to his/her estate in the manner provided.

B. Early Notification of Retirement

Any bargaining unit member providing early notification six (6) months prior to retirement date or a mutual date as agreed to by the Superintendent will receive an additional bonus amount equal to the per diem cost for six (6) days.

C. Separation for Reasons other than Retirement

Any member of the bargaining unit with ten (10) or more years of service who is laid off (RIF) may request severance pay within the recall period in lieu of remaining on the RIF list. Refusal of employee to accept a recall negates severance option. Payment shall be made in the following manner for employees with ten (10) or more years of service. Severance pay for RIF with ten (10) or more years, shall be one-fourth (1/4) of the member's accrued unused sick days at the member’s per diem rate at separation not to exceed eighty (80) days. Bargaining unit members electing this severance option shall have sick leave days reduced to zero and waive any recall rights. Member's district seniority shall be reduced to zero, and member waives any recall rights.

13.3 Term Life Insurance and Accidental Death and Dismemberment

The Board shall provide all full-time employees a fully paid term life insurance and Accidental Death and Dismemberment policy in the amount of $50,000.

13.4 Employee Children Tuition Waiver

The children (stepchildren or dependents through guardianship) of bargaining unit members who reside outside of the Joseph Badger Local School District, upon approval by the Superintendent, may attend the Joseph Badger Local Schools at the request of the bargaining unit member, free of any charge of tuition by the Joseph Badger Local Schools. Board Policy 910.10.

13.5 Tuition Reimbursement

Employees may receive tuition reimbursement. Any teacher who has taught in the Joseph Badger Local School District for at least one (1) year and returns to work in the District the year following their course work shall be eligible for tuition reimbursement. The Board will provide tuition reimbursement up to a maximum of $2000 per employee per school year.

Reimbursement will be paid provided course work completed was previously approved by the LPDC immediately following the submission of items in 13.5.1.

A. The reimbursement amount mentioned above shall be paid after presentation of: (A) proof of payment, (B) evidence of obtaining a grade of "B" or better, or a "pass" in a pass/fail class, (C) a copy of a completed CEU certification or official CEU provider document, and (D) a reimbursement request form completed, signed and dated by the employee requesting payment. All reimbursement forms must be submitted no more than three (3) months following course completion (see Appendix F).

B. Any bargaining unit member who resigns forfeits his/her reimbursement.

C. No bargaining unit member shall be reimbursed more than the actual cost of tuition paid.

13.6 Health Care Benefits

A. Hospitalization/Medical

The Board will provide medical/hospitalization/prescription drug insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium. All bargaining unit members participating in the Board provided health care

insurance will contribute a premium co-pay of 10%. Effective with the 2027-2028 contract year, all bargaining unit members participating in the Board provided health care insurance will contribute a premium co-pay of 12.5%.

1. Benefits shall be provided on pro-rated basis (workday minutes is the denominator) for part-time employees according to minutes worked.

2. If the Board receives a premium holiday from the consortium, the holiday will be passed on to the participating employee.

B. Dental Insurance

The Board of Education shall pay 100% of the premium of the dental plan currently in effect for each employee. All benefits under such plan shall be, on balance, equal to or better than the program in effect as of August 31st, 2025. The same coverage will remain in effect unless mutually agreed to by the BEA and the Board. The present plan shall have a maximum benefit per calendar year for Class I, II and III services of $2,400 and lifetime maximum for orthodontic services, per person $2,400.

Benefits shall be provided on pro-rated basis (workday minutes is the denominator) for part-time employees according to minutes worked.

C. Vision Care

Vision care coverage shall be Board paid. In addition to vision coverage, each individual member of the bargaining unit shall receive $1000 payable each year of this Agreement in the first paycheck in December with no STRS deduction.

Benefits shall be provided on pro-rated basis (workday minutes is the denominator) for part-time employees according to minutes worked.

13.7 Insurance Opt-Out

All bargaining unit members will be given an option to decline health insurance coverage offered by the District. This option to decline health insurance coverage will be given annually in writing to the Treasurer. Any bargaining unit member who, due to changes in circumstances, needs to begin utilizing health insurance coverage may do so by informing the Treasurer in writing and filling out the necessary new insurance enrollment forms. The desired insurance will be reinstated as soon as possible in accordance with the terms and conditions of the insurance carrier. Bargaining unit members desiring to forego coverage for an entire year will be paid, through the District's 125 Plan, the following:

Health Insurance 12% of annual premium
Dental Insurance $100.00

Any bargaining unit member who has not taken any of the above insurance coverage for at least 9 months of the entire preceding year will be entitled to payment by September 30th following the end of the contract year.

Employees shall have a right to opt back in to any health benefits by applying for reinstatement. In personal emergencies such as divorce, death of spouse, or termination of spouse's insurance or employment, an employee may opt back into the group plan. Reinstatement shall occur the month following the written notice setting forth the emergency. Employees choosing to opt back in as a result of an emergency shall forfeit opt-out compensation.

13.8 Insurance Coverage While on Leave

Any employee who is on an approved leave of absence or is on layoff status shall have the right to maintain insurance coverage for all or any part of Board-approved insurance with the payment of the premium by the employee who is on leave. It shall be the responsibility of the employee to make such payment by check, payable to the individual insurance company and submitted to the Treasurer's office by the 25th day of each month preceding the month for which the premium is due.

13.9 Wellness: Better Health

The Board shall pay each employee $500 as a Better Health stipend. To qualify for the Better Health stipend, the employee must certify by signature that he/she has participated in an exercise program an average of three times per week, a minimum of thirty minutes in a session, for a minimum of forty-eight weeks in a year, September 1st through August 31st. The employee certification signature form will be provided by the Board and must be submitted by October 1st. This stipend will be paid first pay in December.

13.10 Organizational Wellness

The Board shall pay each employee for Organizational Wellness as follows per semester:

0 days absent -- $750

1 day absent -- $500

2 days absent -- $125

(Unused personal days still convert to sick leave.)

To qualify for the Organizational Wellness stipend, the employee must not utilize combined personal/sick leave in excess of two days per semester. Employees shall be compensated each semester no later than the second pay period following the end of the semester. Employment Bereavement (sick leave) is permitted, not to exceed three days per occurrence and is not counted against the two days previously stated.

ARTICLE XIV. EVALUATION

14.1 OTES Teachers

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in the Appendix (see Appendix G) which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System must be bargained prior to implementation in accordance with law.

A. Evaluation Committee

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

2. In addition, the Evaluation Committee will assist in the review of Student Learning Objectives and will make recommendations for adoption by the Board and ratification by the Association regarding evaluation language and procedures for Non-OTES members.

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

B. Committee Composition

1. The committee shall be comprised of at least three (3) Association members appointed by the Association President and up to three

(3) administrators appointed by the Superintendent.

2. Committee members should be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs within the District.

C. Committee Operation

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

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

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

4. Committee agendas will be developed by the committee.

5. All decisions of the committee, as set forth herein, will be achieved by consensus. Problem solving and consensus building training shall be provided to the committee, at Board expense, if determined by the committee.

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

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

8. The committee may establish sub-committees to assist with their work.

9. Sub-committees will be jointly appointed by the committee.

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

D. Compensation

Any committee work authorized by the committee and performed outside of the contractual work day will be paid at $45.00 per hour. Members of the Building Level HQSD Committee shall be paid $45.00 per hour to a maximum of $675.00 per year. Payment shall be made in the last pay of the first semester.

E. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending changes to the Board policy for teacher evaluation and assisting in the evaluation of teacher-submitted HQSD's according to Board Policy and ODE requirements.

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

14.2 Evaluation of Non-OTES Members

The following procedures will remain in place for the evaluation of non-OTES bargaining unit members until replaced by appropriate procedures developed by the parties.

14.3 Philosophy

The regular classroom employee appraisal system must be linked to professional growth and improvement in teaching performance. The most important purpose of evaluation is to improve the effectiveness of the individual, to inspire personal growth, and to shape a successful career in education. Evaluations shall be carried out in a fair, reasonable and objective manner.

Both the individual and the BEA recognize that a second important purpose of evaluation is to provide the individual with opportunities to demonstrate that he/she is successfully performing his/her contractual duties, thereby exhibiting accountability to the public whose representatives employ him/her.

14.4 Objectives

The purpose of this evaluation procedure is:

A. to provide opportunity for continuous and constructive improvement of the performance of the professional non-OTES teaching staff through objective evaluation of the individual teaching process and to recognize superior teaching performance;

B. to provide an opportunity to improve rapport between staff and administration;

C. to provide appraisal by specific criteria;

D. to support a recommendation regarding:

1. the granting or withholding of a continuing contract and/or re-employment, re-assignment, or limited contract renewal;

2. any suspension or termination of contract made in accordance with Section 3319.16 of the Ohio Revised Code.

14.5 Procedures

All teachers and the BEA recognize the right, duty, and responsibility of principals and Supervisors to make periodic evaluation of the performance of non-OTES teachers. All monitoring and observation of the performance of a teacher in connection with such evaluation shall be conducted openly in a fair, reasonable objective manner with full knowledge of the teacher.

Evaluation of an employee shall be conducted by the employee's principal, or in his/her absence, the Superintendent's designee. In the event an employee performs work under the supervision of more than one principal, the designated evaluator may alternate. The evaluator shall not be a bargaining unit member.

14.6 Schedule for Evaluation – Non-OTES

A. All employees shall be evaluated annually prior to May 1st.

B. Employees whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse personnel action is a strong possibility will be subject to a second evaluation. This second evaluation shall be conducted prior to May 1st.

14.7 Criteria for Evaluation – Non-OTES

A. An employee shall be evaluated on criteria set forth in the Evaluation Instrument provided in this Agreement.

B. No employee shall be evaluated on his/her work performance except after observation of his/her work performance.

C. All monitoring or observation of the work performance of an employee shall be conducted openly and with his/her full knowledge.

D. No misleading, inaccurate, or undocumented information may become part of an employee's evaluation report.

E. No employee shall be dismissed or reduced in rank and/or compensation without just cause.

14.8 Observation – Schedule of Observation – Non-OTES

A minimum of two formal observations shall be conducted to support each performance evaluation. A formal observation shall be scheduled at least one workday in advance between the employee and the principal and shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If, after the first formal observation/evaluation, an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations/evaluations shall be conducted.

14.9 Observation Conferences

At the written request of the employee and/or the evaluator, the formal observation shall be preceded by a conference between the two parties.

A post-observation conference may be held after each formal observation at the request of the employee and/or the evaluator.

14.10 Identification of Deficiencies

Deficiencies shall be identified through formal observation. Observations resulting in identification of performance deficiencies shall be followed within seven (7) workdays by a conference between the evaluator and the employee, in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation/evaluation conference.

The principal involved shall assist the teacher in correcting deficiencies. The principal shall submit a written plan for correcting the deficiencies. This written plan must include specific recommendations regarding any improvements needed and the means by which the teacher may obtain assistance in making such improvements. The plan shall include a reasonable time (not less than three (3) weeks) between observations to allow time for improvement in the areas of performance deficiency.

14.11 Finalization of Evaluation/Written Evaluation – Non-OTES

No later than May 10th, the conference on the written formal observation/ evaluation shall be held between the employee and the principal. During this

conference a copy of the written observation/evaluation report shall be given to the employee.

In the event a second evaluation is necessary, the final conference on the written formal observation/evaluation shall be held between the employee and the principal no later than May 10th. During this conference a copy of the written observation/evaluation report shall be given to the employee (see Appendix H).

14.12 Completion of Observation/Evaluation Process – Non-OTES

The observation/evaluation report shall be signed by the principal. The evaluation report shall be signed by the employee to verify notification to him/her that the evaluation will be placed on file. The employee's signature should not be construed as evidence that he/she agrees with the contents of the evaluation report. The signature simply implies that he/she has received a written copy of the observation/evaluation. The final observation/evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

14.13 Response to Observation/Evaluation

The employee shall have the right to make a written response to the observation/evaluation and to have that written response attached to the observation/evaluation report to be placed in his/her personnel file. A written copy signed by both parties shall be retained by the employee.

14.14 Personal Action Requirements

In the event the employee is non-renewed and that he/she believes there have been procedural violations, these procedures shall be reviewed pursuant to ORC 3319.11 and 3319.111, which may include judicial review.

14.15 Due Process

Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if he/she is not eligible for a continuing contract.

ARTICLE XV. REDUCTION IN FORCE (RIF)

15.1 Definition

A Reduction in Force (RIF) is the suspension of a teacher’s contract, in whole or in part, for the reasons set forth in Ohio Revised Code Section 3319.17.

15.2 Attrition

Whenever possible, a formal reduction may be avoided and/or the number of employees affected by a Reduction in Force will be kept to a minimum by not employing replacements for employees who retire or resign or whose contracts are non-renewed. If, however, the number of employees who retire, resign, or leave the school District for any reason exceeds the number of employees to be reduced, then staff members will be retained to preserve the minimum pupil-teacher ratio as mandated by Section 3317.023 of the ORC.

15.3 Reductions/Retention

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

For bargaining unit members not subject to the OTES system, decisions on layoff, retention, and recall will be in accordance with seniority.

Comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

For the period of this agreement ending on August 31, 2028, there will be three (3) tiers of comparable classification ratings for classroom teachers. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Accomplished or Skilled shall be considered to have “comparable” evaluation results. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Developing shall be considered to have “comparable” evaluations. Classroom teachers with a Final Summative Rating of Teacher Effectiveness of Ineffective shall be considered to have “comparable” evaluation results. The following are the tiers listed in order from highest to lowest.

- Accomplished/Skilled
- Developing
- Ineffective

A. Seniority List

A verified seniority list will be provided annually to the BEA President no later than October 1st.

B. Notice of Anticipated Reduction in Force

Employees whose contracts may be suspended in whole or in part shall be notified of the anticipated Reduction in Force in writing not later than June 1st. Such notice shall specify the reason(s) for the anticipated Reduction in Force. Copies shall be provided to the BEA.

C. Notice to BEA: BEA Presentation to Board

Before taking action to implement a Reduction in Force by non-renewal and/or suspension of limited contracts, the Board shall give written notice to the BEA through its President of its intent. Prior to taking action to implement a Reduction in Force, the BEA shall be given the opportunity to address the Board for the purpose of presenting, both orally and in writing, its views on the proposed Reduction in Force.

D. Contract Suspensions

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

    a. Comparable evaluations.

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

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

    a. Comparable evaluations.

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

3. When choosing between teachers with comparable evaluations, if the position of a teacher in one “teaching field affected” is eliminated due to Reduction in Force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of

his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.

4. If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.

5. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior teacher on the recall list in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available.

6. Employees selected for contract suspension shall be placed on a Reduction-in-Force list compiled from the seniority list above. However, limited contract employees whose contracts are non-renewed for performance reasons shall not be placed on the Reduction-in-Force list.

E. Unemployment Compensation

An employee who has been released shall not be denied the right to apply for unemployment compensation to which he/she is entitled. Rejection of employment as a casual substitute shall not constitute the basis for the Board to challenge an employee's entitlement to unemployment compensation benefits.

F. Placement on Substitute List

An employee who has been released shall, only if he/she desires and applies for the position, be placed on the substitute list.

G. Re-Employment Eligibility: New Employees

An employee whose name appears on the Reduction-in-Force list shall be offered re-employment by seniority when a position becomes available for which he/she is certified/licensed. If an employee acquires additional certification/licensure while on the Reduction-in-Force list, with a copy on file in the central office, he/she shall be eligible for a position opening in that area of certification/licensure as well as in any area of certification/licensure held at the time he/she was placed on the Reduction-in-Force list. No new employees shall be employed by the Board while there are employees on the Reduction-in-Force list who are certified/licensed for any opening of a bargaining unit position.

H. Transfers When RIF Exists

Notwithstanding the provisions of this Agreement regarding transfer, an employee on the Reduction-in-Force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the Reduction-in-Force list.

I. Notice of Offer of Re-Employment

The Board shall give written notice of an offer of re-employment by sending a registered letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the employee. If an employee fails to accept the offer of re-employment in writing within ten (10) days from the date said offer is delivered at the last known address of the employee, said employee shall be considered to have rejected said offer and shall be removed from the Reduction-in-Force list. Neither acceptance nor rejection of an offer of employment in a less than full-time position shall operate to remove the employee from the Reduction-in-Force list, unless such employee's previous position equally was less than full-time.

J. Retention of Rights and Benefits

An employee on the Reduction-in-Force list shall, upon accepting an offer of re-employment, return to the system with the same accumulation of sick leave days and the same salary schedule placement as the employee would have received in the year following non-renewal.

1. Duration of Recall Rights

Any person placed on the RIF list shall have unlimited recall rights. If an employee on the Reduction-in-Force list accepts other employment, the employee shall retain all recall rights until the employee rejects a valid offer of reemployment pursuant to Section 15.3.9 above.

2. Placement on Substitute List

An employee who has been removed from the Reduction-in-Force list shall, if he/she desires, be placed on the substitute list.

3. Lists Available to BEA

Both the seniority list and Reduction-in-Force list outlined above shall be made available to the BEA through the BEA President.

15.4 Suspension of Contracts

A. Date of Continuing Contract Not Significant

The time when an employee acquires his/her continuing contract has no significance. For example: two (2) employees, one acquired his/her continuing contract in 1980 and has twenty (20) years with the system, while another acquired his/her continuing contract in 1990 and has twenty-two (22) years in the system. Both have continuing contracts, and the employee with the most years in the system has preference in seniority, regardless of the fact that his/her continuing contract was acquired ten (10) years after the other.

B. Employees Returning from Leave

It is understood that an employee's individual contract may be suspended at a time that would not allow compliance with the deadlines in the case of a RIF necessitated by an employee returning from leave.

15.5 Fiscal Emergency

In the event that a Fiscal Planning and Supervisory Commission determines there is a need to implement a Reduction in Force (RIF) due to fiscal emergency as defined in Ohio Revised Code (ORC) 3316.07, the Board shall comply with the provisions of 3316.07.

At least sixty (60) calendar days prior to proceeding with an anticipated reduction in bargaining unit positions, the BEA President shall be notified by the

Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the BEA and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and possible effects of said reduction. Also, at this meeting the BEA will be provided with a seniority list of all bargaining unit members.

The number of bargaining unit members affected by a Reduction in Force will be minimized by not employing replacements for those bargaining unit members who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. Bargaining unit seniority shall be lost when a bargaining unit member retires or resigns, is employed in a full-time non-bargaining unit position, or is non-renewed or terminated.

Administrators and bargaining unit members who leave the bargaining unit and take a full-time administrative position shall lose all bargaining unit seniority and shall have no right to displace a bargaining unit member if he/she loses the administrative position for any reason.

Reduction in Force during fiscal emergency shall follow the procedures outlined elsewhere in Article XV of the Master Agreement between the Joseph Badger Local Board of Education and the Badger Education Association.

ARTICLE XVI. SALARY SCHEDULES

16.1

	2025-2026	2026-2027	2027-2028
Increase	**4.00%**	**3.50%**	**3.50%**
Base Salary	**$42,295**	**$43,775**	**$45,307**

If in any year a teacher does not receive a vertical step, they will receive a one-time per year $750 payment for the duration of this contract. Such payment shall be in the first pay of October of the affected year(s).

A. All courses Post Master must be graduate level in any of the core teaching fields, i.e. Language Arts, Social Studies, Math, Science or specialty area if in teaching field, i.e. Art, Music, P.E., Computer Technology, Special Education, unless mutually agreed upon between teacher and Superintendent. All Post Master Courses must be pre-approved by the Superintendent and submitted on the Graduate Level Credit Approval Form (see Appendix I).

B. Hours in this contract are semester hours or their equivalent.

C. Adjustment to Higher Salary

A letter informing the Treasurer of completed college work and all official transcripts resulting in a change of status must be on file in the office of the Treasurer by August 15th for an employee to receive the increased compensation beginning in the second pay in September. If an employee does not submit the appropriate documentation by August 15th, the employee may submit the appropriate documentation by January 15th, which will result in the employee receiving the increased compensation as of the second pay in February. Adjustments on the salary schedule will be made only after the documentation is received. Two (2) semester hours of credit are equal to three (3) quarter hours of credit for placement on the salary schedule.

Additional hours for credit to be applied for increased benefits based on additional training must be graduate course work hours (unless hours are being utilized for obtaining or renewing a license) earned after the employee earns his/her license and/or after obtaining his/her Master's Degree for advancement horizontally on the certificated employee's pay schedule. Hours earned before obtaining an employee's teacher's license or hours obtaining a Master's Degree will not be applied for increased benefits on the salary schedule.

D. Step Additions

Move Step 27 to Step 25

Move Step 32 to Step 30 and make a full step

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Salary Schedule

Effective September 1, 2025

	BA	BA+I5	MA	MA+15	MA+30	PHD
0	42,295	44,410	46,525	48,639	49,697	50,754
	1.000	1.050	1.100	1.150	1.175	1.200
1	44,241	46,609	49,062	51,388	52,446	53,503
	1.046	1.102	1.160	1.215	1.240	1.265
2	46,186	48,808	51,600	54,138	55,195	56,525
	1.092	1.154	1.220	1.280	1.305	1.330
3	48,132	51,008	54,138	56,887	57,944	59,002
	1.138	1.206	1.280	1.345	1.370	1.395
4	50,077	53,207	56,675	59,636	60,693	61,751
	1.184	1.258	1.340	1.410	1.435	1.460
5	52,023	55,406	59,213	62,385	63,443	64,500
	1.230	1.310	1.400	1.475	1.500	1.525
6	53,968	57,606	61,751	65,134	66,192	67,249
	1.276	1.362	1.460	1.540	1.565	1.590
7	55,914	59,805	64,288	67,883	68,941	69,998
	1.322	1.414	1.520	1.605	1.630	1.655
8	57,860	62,004	66,826	70,633	71,690	72,747
	1.368	1.466	1.580	1.670	1.695	1.720
9	59,805	64,204	69,364	73,382	74,439	75,497
	1.414	1.518	1.640	1.735	1.760	1.785
10	61,751	66,403	71,902	76,131	77,188	78,246
	1.460	1.570	1.700	1.800	1.825	1.850
11	63,696	68,602	74,439	78,880	79,938	80,995
	1.506	1.622	1.760	1.865	1.890	1.915
12	65,642	70,802	76,977	81,629	82,687	83,744
	1.552	1.674	1.820	1.930	1.955	1.980
13	67,587	73,001	79,515	84,379	85,436	86,493
	1.598	1.726	1.880	1.995	2.020	2.045
14			82,052	87,128	88,185	89,242
			1.940	2.060	2.085	2.110
20	69,533	75,201	84,590	89,877	90,934	91,992
	1.644	1.778	2.000	2.125	2.150	2.175
25	71,479	77,400	87,128	92,626	93,683	94,741
	1.690	1.830	2.060	2.190	2.215	2.240
30	73,424	79,599	89,665	95,375	96,433	97,490
	1.736	1.882	2.120	2.255	2.280	2.305

Salary Schedule

Effective September 1, 2026

	BA	BA+15	MA	MA+15	MA+30	PHD
0	43,775	45,964	48,153	50,341	51,436	52530
	1.000	1.050	1.100	1.150	1.175	1.2
1	45,789	48,240	50,779	53,187	54,281	55375
	1.046	1.102	1.160	1.215	1.240	1.265
2	47,802	50,516	53,406	56,032	57,126	58221
	1.092	1.154	1.220	1.280	1.305	1.33
3	49,816	52,793	56,032	58,877	59,972	61066
	1.138	1.206	1.280	1.345	1.370	1.395
4	51,830	55,069	58,659	61,723	62,817	63912
	1.184	1.258	1.340	1.410	1.435	1.46
5	53,843	57,345	61,285	64,568	65,663	66757
	1.230	1.310	1.400	1.475	1.500	1.525
6	55,857	59,622	63,912	67,414	68,508	69602
	1.276	1.362	1.460	1.540	1.565	1.59
7	57,871	61,898	66,538	70,259	71,353	72448
	1.322	1.414	1.520	1.605	1.630	1.655
8	59,884	64,174	69,165	73,104	74,199	75293
	1.368	1.466	1.580	1.670	1.695	1.72
9	61,898	66,450	71,791	75,950	77,044	78138
	1.414	1.518	1.640	1.735	1.760	1.785
10	63,912	68,727	74,418	78,795	79,889	80984
	1.460	1.570	1.700	1.800	1.825	1.85
11	65,925	71,003	77,044	81,640	82,735	83829
	1.506	1.622	1.760	1.865	1.890	1.915
12	67,939	73,279	79,671	84,486	85,580	86675
	1.552	1.674	1.820	1.930	1.955	1.98
	69,952	75,556	82,297	87,331	88,426	89520
	1.598	1.726	1.880	1.995	2.020	2.045
14			84,924	90,177	91,271	92365
			1.940	2.060	2.085	2.11
20	71,966	77,832	87,550	93,022	94,116	95211
	1.644	1.778	2.000	2.125	2.150	2.175
25	73,980	80,108	90,177	95,867	96,962	98056
	1.690	1.830	2.060	2.190	2.215	2.24
30	75,993	82,385	92,803	98,713	99,807	100901
	1.736	1.882	2.120	2.255	2.280	2.305

Salary Schedule

Effective September 1, 2027

	BA	BA+15	MA	MA+15	MA+30	PHD
0	45,307	47,572	49,838	52,103	53,236	54,368
	1.000	1.050	1.100	1.150	1.175	1.200
1	47,391	49,928	52,556	55,048	56,181	57,313
	1.046	1.102	1.160	1.215	1.240	1.265
2	49,475	52,284	55,275	57,993	59,126	60,258
	1.092	1.154	1.220	1.280	1.305	1.330
3	51,559	54,640	57,993	60,938	62,071	63,203
	1.138	1.206	1.280	1.345	1.370	1.395
4	53,643	56,996	60,711	63,883	65,016	66,148
	1.184	1.258	1.340	1.410	1.435	1.460
5	55,728	59,352	63,430	66,828	67,961	69,093
	1.230	1.310	1.400	1.475	1.500	1.525
6	57,812	61,708	66,148	69,773	70,905	72,038
	1.276	1.362	1.460	1.540	1.565	1.590
7	59,896	64,064	68,867	72,718	73,850	74,983
	1.322	1.414	1.520	1.605	1.630	1.655
8	61,980	66,420	71,585	75,663	76,795	77,928
	1.368	1.466	1.580	1.670	1.695	1.720
9	64,064	68,776	74,303	87,608	79,740	80,873
	1.414	1.518	1.640	1.735	1.760	1.785
10	66,148	71,132	77,022	81,553	82,685	83,818
	1.460	1.570	1.700	1.800	1.825	1.850
11	68,232	73,488	79,740	84,498	85,630	86,763
	1.506	1.622	1.760	1.865	1.890	1.915
12	70,316	75,844	82,459	87,443	88,575	89,708
	1.552	1.674	1.820	1.930	1.955	1.980
	72,401	78,200	85,177	90,387	91,520	92,653
	1.598	1.726	1.880	1.995	2.020	2.045
14			87,896	93,332	94,465	95,598
			1.940	2.060	2.085	2.110
20	74,485	80,556	90,614	96,277	97,410	98,543
	1.644	1.778	2.000	2.125	2.150	2.175
25	76,569	82,912	93,332	99,222	100,355	101,488
	1.690	1.830	2.060	2.190	2.215	2.240
30	78,653	85,268	96,051	102,167	103,300	104,433
	1.736	1.882	2.120	2.255	2.280	2.305

16.2 Supplemental Salary Schedule

All supplementals will receive a 4% increase for 2025-2026, a 3.5% increase for 2026-2027, and a 3.5% increase for 2027-2028. Supplementals reflect a step index based upon consecutive years of District experience in a specific position. This salary schedule is subject to the following modifications and clarifications:

Each supplemental position shall have a job description that is provided to each coach/advisor upon their request.

A. A voluntary resignation from a position will break the consecutive years of experience requirement with one exception:

   Any person who returns to a position in the year/season immediately following a resignation shall not be charged with a loss of consecutive service.

B. This Agreement and its terms and modifications are binding only on those employees covered by the master Agreement.

C. An administrative decision to cancel a sport due to lack of participation or other reason will not lead to a loss of service. Consecutive service would continue if that sport is reactivated and the coach is the same.

D. Co-sponsorship may lead to different levels of pay on the salary schedule.

E. Consecutive years of service are per sport position.

F. Candidates for a coaching position may approach the Superintendent for all or part of their previous years' experience.

16.3 Supplemental Paychecks

All supplemental contracts for services performed throughout the school year will be paid in two (2) equal installments.

Any supplemental contract which encompasses work performed for less than the entire school year shall be paid in one (1) lump sum upon completion of service.

At the completion of an advisor's duties for a supplemental, the Request for Payment Form shall be completed and submitted to the appropriate supervisor (see Appendix J).

16.4 Supplemental Salary Schedules – 2025-2028

Supplemental Salary Schedule - 2025 - 2026

BHS ATHLETICS	1ST YR	2ND YR	3RD YR	4TH YR
Athletic Director	$8,600	$9,032	$9,459	$9,891
Head Basketball Coach (2)	$8,427	$8,817	$9,203	$9,589
Jr. Varsity Basketball Coach (2)	$5,075	$5,460	$5,849	$6,235
Freshman Basketball Coach (2)	$5,075	$5,460	$5,849	$6,235
Activities Director (Sat) (2)	$1,420	$1,549	$1,677	$1,806
Boys Varsity Baseball Coach	$4,300	$4,644	$4,990	$5,332
Boys J.V. Baseball Coach	$2,837	$3,142	$3,438	$3,739
Girls Varsity Softball Coach	$4,300	$4,644	$4,990	$5,332
Girls J.V. Softball Coach	$2,837	$3,142	$3,438	$3,739
Boys Track Coach	$4,300	$4,644	$4,990	$5,332
Girls Track Coach	$4,300	$4,644	$4,990	$5,332
Boys Cross Country Coach	$4,300	$4,644	$4,990	$5,332
Girls Cross Country Coach	$4,300	$4,644	$4,990	$5,332
Golf Coach	$4,300	$4,644	$4,990	$5,332
Cheerleader Advisor (Varsity/JV)	$4,300	$4,644	$4,990	$5,332
Cheerleader Advisor (Freshman)	$2,149	$2,203	$2,260	$2,314
Boys Varsity Soccer Coach	$4,300	$4,644	$4,990	$5,332
Girls Varsity Soccer Coach	$4,300	$4,644	$4,990	$5,332
Boys J.V. Soccer Coach	$2,837	$3,142	$3,438	$3,739
Girls J.V. Soccer Coach	$2,837	$3,142	$3,438	$3,739
Volleyball Varsity Coach	$4,300	$4,644	$4,990	$5,332
Volleyball J.V. Coach	$2,837	$3,142	$3,438	$3,739
Track Meet Manager	$1,100	$1,210	$1,265	$1,375
BMS ATHLETICS	**1ST YR**	**2ND YR**	**3RD YR**	**4TH YR**
Boys 8th Gr. Basketball Coach	$3,438	$3,787	$4,128	$4,471
Boys 7th Gr. Basketball Coach	$3,438	$3,787	$4,128	$4,471
Girls 8th Gr. Basketball Coach	$3,438	$3,787	$4,128	$4,471
Girls 7th Gr. Basketball Coach	$3,438	$3,787	$4,128	$4,471
Cheerleading Advisor	$2,837	$3,142	$3,438	$3,739
Volleyball Coach	$2,837	$3,142	$3,438	$3,739
Track Coach (2)	$2,837	$3,142	$3,438	$3,739
Cross Country Coach	$2,837	$3,142	$3,438	$3,739
BHS EXTRA-CURRICULARS	**1-3 yrs**	**4-7 yrs.**	**8+ yrs**	
Index	**1.00**	**1.15**	**1.25**	
Freshman Class Advisor	$860	$989	$1,075	
Sophomore Class Advisor	$860	$989	$1,075	
Junior Class Advisor	$860	$989	$1,075	
Senior Class Advisor	$1,721	$1,979	$2,151	
Academic Challenge Advisor	$2,797	$3,216	$3,496	
Beta Club	$1,721	$1,979	$2,151	
Computer Club Advisor	$860	$989	$1,075	
Coronation Advisor	$1,177	$1,353	$1,471	
Dept. Head Language Arts	$688	$791	$860	

Supplemental Salary Schedule - 2025 - 2026 (cont.)

BHS EXTRA-CURRICULARS (cont.)	1-3 yrs	4-7 yrs.	8+ yrs
Index	**1.00**	**1.15**	**1.25**
Dept. Head Math	$688	$791	$860
Dept. Head Science	$688	$791	$860
Dept. Head Social Studies	$688	$791	$860
Dept. Head Allied Service	$688	$791	$860
Detention Supervisor (Sat. A.M.)	$25/hr	$25/hr	$25/hr
Eco Meet Advisor	$1,721	$1,979	$2,151
Foreign Language Advisor (2)	$860	$989	$1,075
Instrumental/Vocal Advisor	$860	$989	$1,075
Musical Director	$2,797	$3,216	$3,496
Assistant Musical Director	$1,738	$1,999	$2,172
National Honor Society Advisor	$1,721	$1,979	$2,151
Person in Charge	$1,328	$1,527	$1,660
Prom Advisor	$1,177	$1,353	$1,471
Play Director	$1,226	$1,410	$1,533
Student Council Advisor	$1,721	$1,979	$2,151
Technology Mentor	$1,721	$1,979	$2,151
Yearbook Advisor	$3,059	$3,518	$3,824
LPDC Chair	$1,337	$1,538	$1,671
Art Club	$860	$989	$1,075
English Festival	$844	$971	$1,055
Chess Club	$844	$971	$1,055
BMS EXTRA-CURRICULARS	**1-3 yrs**	**4-7 yrs.**	**8+ yrs**
Index	**1.00**	**1.15**	**1.25**
Prep Bowl Advisor	$1,790	$2,058	$2,237
Challenge 24	$860	$989	$1,075
Detention Supervisor	$25/hr	$25/hr	$25/hr
Eco Meet Advisor	$1,721	$1,979	$2,151
Instrumental/Vocal Advisor	$860	$989	$1,075
Jr. Beta Club Advisor	$1,721	$1,979	$2,151
Person in Charge	$1,328	$1,527	$1,660
Math Club (2)	$860	$989	$1,075
Spelling Bee	$343	$394	$428
Technology Mentor	$1,721	$1,979	$2,151
Yearbook Advisor	$1,148	$1,320	$1,435
Drones/Computer Coding	$860	$989	$1,075
English Festival	$844	$971	$1,055
DC Trip Supervisor of Students (2)	$300	$345	$375

Supplemental Salary Schedule - 2025 - 2026 (cont.)

BES EXTRA-CURRICULARS	1-3 yrs	4-7 yrs.	8+ yrs
Index	**1.00**	**1.15**	**1.25**
Eco Meet Advisor	$1,721	$1,979	$2,151
Memory Book Advisor	$1,177	$1,353	$1,471
Music Director	$860	$989	$1,075
Person in Charge	$1,328	$1,527	$1,660
School Store	$860	$989	$1,075
Spelling Bee	$343	$394	$428
Technology Mentor	$1,721	$1,979	$2,151
Art Show	$422	$485	$528

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Supplemental Salary Schedule - 2026 - 2027

BHS ATHLETICS	1ST YR	2ND YR	3RD YR	4TH YR
Athletic Director	$8,901	$9,348	$9,790	$10,237
Head Basketball Coach (2)	$8,722	$9,126	$9,525	$9,925
Jr. Varsity Basketball Coach (2)	$5,253	$5,651	$6,053	$6,453
Freshman Basketball Coach (2)	$5,253	$5,651	$6,053	$6,453
Activities Director (Sat) (2)	$1,470	$1,603	$1,736	$1,869
Boys Varsity Baseball Coach	$4,451	$4,807	$5,164	$5,519
Boys J.V. Baseball Coach	$2,936	$3,252	$3,559	$3,870
Girls Varsity Softball Coach	$4,451	$4,807	$5,164	$5,519
Girls J.V. Softball Coach	$2,936	$3,252	$3,559	$3,870
Boys Track Coach	$4,451	$4,807	$5,164	$5,519
Girls Track Coach	$4,451	$4,807	$5,164	$5,519
Boys Cross Country Coach	$4,451	$4,807	$5,164	$5,519
Girls Cross Country Coach	$4,451	$4,807	$5,164	$5,519
Golf Coach	$4,451	$4,807	$5,164	$5,519
Cheerleader Advisor (Varsity/JV)	$4,451	$4,807	$5,164	$5,519
Cheerleader Advisor (Freshman)	$2,224	$2,280	$2,339	$2,395
Boys Varsity Soccer Coach	$4,451	$4,807	$5,164	$5,519
Girls Varsity Soccer Coach	$4,451	$4,807	$5,164	$5,519
Boys J.V. Soccer Coach	$2,936	$3,252	$3,559	$3,870
Girls J.V. Soccer Coach	$2,936	$3,252	$3,559	$3,870
Volleyball Varsity Coach	$4,451	$4,807	$5,164	$5,519
Volleyball J.V. Coach	$2,936	$3,252	$3,559	$3,870
Track Meet Manager	$1,139	$1,252	$1,309	$1,423
BMS ATHLETICS	**1ST YR**	**2ND YR**	**3RD YR**	**4TH YR**
Boys 8th Gr. Basketball Coach	$3,559	$3,919	$4,273	$4,627
Boys 7th Gr. Basketball Coach	$3,559	$3,919	$4,273	$4,627
Girls 8th Gr. Basketball Coach	$3,559	$3,919	$4,273	$4,627
Girls 7th Gr. Basketball Coach	$3,559	$3,919	$4,273	$4,627
Cheerleading Advisor	$2,936	$3,252	$3,559	$3,870
Volleyball Coach	$2,936	$3,252	$3,559	$3,870
Track Coach (2)	$2,936	$3,252	$3,559	$3,870
Cross Country Coach	$2,936	$3,252	$3,559	$3,870
BHS EXTRA-CURRICULARS	**1-3 yrs**	**4-7 yrs.**	**8+ yrs**	
Index	**1.00**	**1.15**	**1.25**	
Freshman Class Advisor	$890	$1,024	$1,113	
Sophomore Class Advisor	$890	$1,024	$1,113	
Junior Class Advisor	$890	$1,024	$1,113	
Senior Class Advisor	$1,781	$2,048	$2,226	
Academic Challenge Advisor	$2,895	$3,329	$3,619	
Beta Club	$1,781	$2,048	$2,226	
Computer Club Advisor	$890	$1,024	$1,113	
Coronation Advisor	$1,218	$1,401	$1,522	
Dept. Head Language Arts	$712	$819	$890	

Supplemental Salary Schedule - 2026 - 2027 (cont.)

BHS EXTRA-CURRICULARS (cont.)	1-3 yrs	4-7 yrs.	8+ yrs
Index	**1.00**	**1.15**	**1.25**
Dept. Head Math	$712	$819	$890
Dept. Head Science	$712	$819	$890
Dept. Head Social Studies	$712	$819	$890
Dept. Head Allied Service	$712	$819	$890
Detention Supervisor (Sat. A.M.)	$25/hr	$25/hr	$25/hr
Eco Meet Advisor	$1,781	$2,048	$2,226
Foreign Language Advisor (2)	$890	$1,024	$1,113
Instrumental/Vocal Advisor	$890	$1,024	$1,113
Musical Director	$2,895	$3,329	$3,619
Assistant Musical Director	$1,799	$2,069	$2,248
National Honor Society Advisor	$1,781	$2,048	$2,226
Person in Charge	$1,374	$1,580	$1,718
Prom Advisor	$1,218	$1,401	$1,522
Play Director	$1,269	$1,459	$1,586
Student Council Advisor	$1,781	$2,048	$2,226
Technology Mentor	$1,781	$2,048	$2,226
Yearbook Advisor	$3,166	$3,641	$3,958
LPDC Chair	$1,384	$1,591	$1,730
Art Club	$890	$1,024	$1,113
English Festival	$874	$1,005	$1,092
Chess Club	$874	$1,005	$1,092
BMS EXTRA-CURRICULARS	**1-3 yrs**	**4-7 yrs.**	**8+ yrs**
Index	**1.00**	**1.15**	**1.25**
Prep Bowl Advisor	$1,852	$2,130	$2,316
Challenge 24	$890	$1,024	$1,113
Detention Supervisor	$25/hr	$25/hr	$25/hr
Eco Meet Advisor	$1,781	$2,048	$2,226
Instrumental/Vocal Advisor	$890	$1,024	$1,113
Jr. Beta Club Advisor	$1,781	$2,048	$2,226
Person in Charge	$1,374	$1,580	$1,718
Math Club (2)	$890	$1,024	$1,113
Spelling Bee	$355	$408	$443
Technology Mentor	$1,781	$2,048	$2,226
Yearbook Advisor	$1,188	$1,366	$1,485
Drones/Computer Coding	$890	$1,024	$1,113
English Festival	$874	$1,005	$1,092
DC Trip Supervisor of Students (2)	$311	$357	$388

Supplemental Salary Schedule - 2026 - 2027 (cont.)

BES EXTRA-CURRICULARS	1-3 yrs	4-7 yrs.	8+ yrs
Index	**1.00**	**1.15**	**1.25**
Eco Meet Advisor	$1,781	$2,048	$2,226
Memory Book Advisor	$1,218	$1,401	$1,522
Music Director	$890	$1,024	$1,113
Person in Charge	$1,374	$1,580	$1,718
School Store	$890	$1,024	$1,113
Spelling Bee	$355	$408	$443
Technology Mentor	$1,781	$2,048	$2,226
Art Show	$437	$502	$546

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Supplemental Salary Schedule - 2027 - 2028

BHS ATHLETICS	1ST YR	2ND YR	3RD YR	4TH YR
Athletic Director	$9,213	$9,676	$10,133	$10,596
Head Basketball Coach (2)	$9,027	$9,445	$9,859	$10,272
Jr. Varsity Basketball Coach (2)	$5,436	$5,849	$6,265	$6,679
Freshman Basketball Coach (2)	$5,436	$5,849	$6,265	$6,679
Activities Director (Sat) (2)	$1,521	$1,659	$1,797	$1,935
Boys Varsity Baseball Coach	$4,606	$4,975	$5,345	$5,712
Boys J.V. Baseball Coach	$3,039	$3,366	$3,683	$4,006
Girls Varsity Softball Coach	$4,606	$4,975	$5,345	$5,712
Girls J.V. Softball Coach	$3,039	$3,366	$3,683	$4,006
Boys Track Coach	$4,606	$4,975	$5,345	$5,712
Girls Track Coach	$4,606	$4,975	$5,345	$5,712
Boys Cross Country Coach	$4,606	$4,975	$5,345	$5,712
Girls Cross Country Coach	$4,606	$4,975	$5,345	$5,712
Golf Coach	$4,606	$4,975	$5,345	$5,712
Cheerleader Advisor (Varsity/JV)	$4,606	$4,975	$5,345	$5,712
Cheerleader Advisor (Freshman)	$2,302	$2,360	$2,421	$2,479
Boys Varsity Soccer Coach	$4,606	$4,975	$5,345	$5,712
Girls Varsity Soccer Coach	$4,606	$4,975	$5,345	$5,712
Boys J.V. Soccer Coach	$3,039	$3,366	$3,683	$4,006
Girls J.V. Soccer Coach	$3,039	$3,366	$3,683	$4,006
Volleyball Varsity Coach	$4,606	$4,975	$5,345	$5,712
Volleyball J.V. Coach	$3,039	$3,366	$3,683	$4,006
Track Meet Manager	$1,178	$1,296	$1,355	$1,473
BMS ATHLETICS	**1ST YR**	**2ND YR**	**3RD YR**	**4TH YR**
Boys 8th Gr. Basketball Coach	$3,683	$4,056	$4,422	$4,789
Boys 7th Gr. Basketball Coach	$3,683	$4,056	$4,422	$4,789
Girls 8th Gr. Basketball Coach	$3,683	$4,056	$4,422	$4,789
Girls 7th Gr. Basketball Coach	$3,683	$4,056	$4,422	$4,789
Cheerleading Advisor	$3,039	$3,366	$3,683	$4,006
Volleyball Coach	$3,039	$3,366	$3,683	$4,006
Track Coach (2)	$3,039	$3,366	$3,683	$4,006
Cross Country Coach	$3,039	$3,366	$3,683	$4,006
BHS EXTRA-CURRICULARS	**1-3 yrs**	**4-7 yrs.**	**8+ yrs**	
Index	**1.00**	**1.15**	**1.25**	
Freshman Class Advisor	$922	$1,060	$1,152	
Sophomore Class Advisor	$922	$1,060	$1,152	
Junior Class Advisor	$922	$1,060	$1,152	
Senior Class Advisor	$1,843	$2,120	$2,304	
Academic Challenge Advisor	$2,996	$3,446	$3,745	
Beta Club	$1,843	$2,120	$2,304	
Computer Club Advisor	$922	$1,060	$1,152	
Coronation Advisor	$1,260	$1,450	$1,576	
Dept. Head Language Arts	$737	$848	$922	

Supplemental Salary Schedule - 2027 - 2028 (cont.)

BHS EXTRA-CURRICULARS (cont.)	1-3 yrs	4-7 yrs.	8+ yrs
Index	**1.00**	**1.15**	**1.25**
Dept. Head Math	$737	$848	$922
Dept. Head Science	$737	$848	$922
Dept. Head Social Studies	$737	$848	$922
Dept. Head Allied Service	$737	$848	$922
Detention Supervisor (Sat. A.M.)	$25/hr	$25/hr	$25/hr
Eco Meet Advisor	$1,843	$2,120	$2,304
Foreign Language Advisor (2)	$922	$1,060	$1,152
Instrumental/Vocal Advisor	$922	$1,060	$1,152
Musical Director	$2,996	$3,446	$3,745
Assistant Musical Director	$1,862	$2,141	$2,327
National Honor Society Advisor	$1,843	$2,120	$2,304
Person in Charge	$1,422	$1,636	$1,778
Prom Advisor	$1,260	$1,450	$1,576
Play Director	$1,313	$1,510	$1,642
Student Council Advisor	$1,843	$2,120	$2,304
Technology Mentor	$1,843	$2,120	$2,304
Yearbook Advisor	$3,277	$3,769	$4,097
LPDC Chair	$1,432	$1,647	$1,790
Art Club	$921	$1,059	$1,151
English Festival	$904	$1,040	$1,130
Chess Club	$904	$1,040	$1,130
BMS EXTRA-CURRICULARS	**1-3 yrs**	**4-7 yrs.**	**8+ yrs**
Index	**1.00**	**1.15**	**1.25**
Prep Bowl Advisor	$1,917	$2,205	$2,397
Challenge 24	$922	$1,060	$1,152
Detention Supervisor	$25/hr	$25/hr	$25/hr
Eco Meet Advisor	$1,843	$2,120	$2,304
Instrumental/Vocal Advisor	$922	$1,060	$1,152
Jr. Beta Club Advisor	$1,843	$2,120	$2,304
Person in Charge	$1,422	$1,636	$1,778
Math Club (2)	$922	$1,060	$1,152
Spelling Bee	$367	$422	$459
Technology Mentor	$1,843	$2,120	$2,304
Yearbook Advisor	$1,230	$1,414	$1,537
Drones/Computer Coding	$922	$1,060	$1,152
English Festival	$904	$1,040	$1,130
DC Trip Supervisor of Students (2)	$321	$370	$402

Supplemental Salary Schedule - 2027 - 2028 (cont.)

BES EXTRA-CURRICULARS	1-3 yrs	4-7 yrs.	8+ yrs
Index	**1.00**	**1.15**	**1.25**
Eco Meet Advisor	$1,843	$2,120	$2,304
Memory Book Advisor	$1,260	$1,450	$1,576
Music Director	$922	$1,060	$1,152
Person in Charge	$1,422	$1,636	$1,778
School Store	$922	$1,060	$1,152
Spelling Bee	$367	$422	$459
Technology Mentor	$1,843	$2,120	$2,304
Art Show	$452	$520	$565

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16.5 Mileage Reimbursement for Supplemental

Employees shall submit a mileage reimbursement form for supplemental position(s). All forms for reimbursement shall be provided by the Board (see Appendix K).

16.6 Newly Created Activities:

The Board/Administration shall add any newly-created activities on the Extra-Curricular Schedules with the appropriate salary notification. The BEA shall be notified prior to the posting of such new positions.

ARTICLE XVII. FAIR SHARE FEE

If any Federal or State body with authority over the Board authorizes fair share fees, mandatory membership or some provision of similar intent, the Association and the Board will meet within 30 days of receipt of written notice to the Board from the Association to negotiate and include fair share fee provisions.

ARTICLE XVIII. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

18.1 Local Professional Development Committee

There shall be a Local Professional Development Committee (LPDC) consisting of five members who are employees of the Joseph Badger Local Board of Education. Three of the members shall be members of the bargaining unit and shall be selected by the Badger Education Association in accordance with their Constitution. Non-bargaining unit members of the LPDC will be the Superintendent or his/her designee and Treasurer. Vacancies shall be filled in accordance with the BEA Constitution and/or Board Policy.

Meetings of the LPDC shall be determined in accordance with the LPDC constitution.

The duties of the LPDC shall be limited to the review and approval of professional development plans for re-certification and licensure as specified by Ohio law governing such committees, and to the adoption and amendment of its bylaws. The LPDC shall adopt a constitution and bylaws governing its operations and reflecting the mission of the LPDC and a policy for appeal.

The LPDC shall report on its actions in a prompt and timely manner to the Joseph Badger Local Board of Education.

No action of the LPDC shall bind the Board or the BEA in any manner that may be contrary to any provision of the negotiated Agreement, other Board policy, or any law or regulation governing the operation of public school districts. No action of the LPDC shall bind the Board or BEA in any manner that may affect the negotiated terms and conditions of employment. No action of the LPDC shall bind the Board or BEA in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Board or as set forth herein.

The LPDC may act to create sub-committees of limited duration and for specific purposes set forth in the action. Such sub-committees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC. Any records created by such sub-committees shall be records of the LPDC.

18.2 Each teacher member of the Badger LPDC shall be paid a stipend of $700.00 per year. In case the assignment is less than a full year, a pro-rated amount shall be paid. Payment shall be made the first pay period after the school year is completed.

ARTICLE XIX. RESIDENT EDUCATOR PROGRAM

The Resident Educator Program for beginning teachers is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

19.1 Definitions

A. Resident Educator Program

The two-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

B. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

C. Resident Educator

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

D. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

19.2 Mentors

A. Qualifications

1. The Mentor Teacher must have a minimum of five (5) consecutive years of teaching experience in the District and at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

2. A teacher who volunteers to be a Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

3. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

4. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

B. Selection of Mentor Teachers

Mentor Teacher assignments shall be made by the Superintendent. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign an appropriately trained Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

C. Ideally, Mentors shall have one Resident Educator assigned at a time; but in no case shall a Mentor have more than two (2) Resident Educators at a time.

19.3. Compensation

In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend equal to 3% of the BA step 0. Such stipend shall be paid in two (2) installments which shall be included in the last pay of each semester. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

19.4 General

A. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

B. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

C. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.

D. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

E. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

F. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.

G. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

H. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

ARTICLE XX. DISTRICT CONSOLIDATION/JURISDICTIONAL CHANGE

20.1 A BEA officer shall be notified and involved in any planning and/or discussions concerning district consolidation and/or jurisdictional change as soon as the administration becomes aware of or anticipates such consolidation and/or change.

20.2 If bargaining unit members are transferred to another or new school district during this Agreement, the employer agrees to take appropriate action to ensure that this and any collateral agreements that are construed to be a part of this Agreement, and all of the obligations and responsibilities under this Agreement, are assumed in their entirety by the successor employer with the following exceptions and limitations:

A. If the successor employer already recognizes a union which is an affiliate of the OEA, then the transferred employees will be considered added to the existing bargaining unit; however, such transferred employees will enjoy the rights, protections, benefits and salaries/wages of the Agreement providing greater rights, protections, benefits and salaries/wages for them until a new contract is reached between the union and the successor employer. The union, affiliated with the OEA, will review both Agreements and determine which provision will cover the transferred employees. If the Agreement contains any increase in protections, benefits and/or salary/wages, that Agreement shall govern the transferred employees.

B. If the successor employer recognizes a union which is not an affiliate of the OEA, the successor employer will refer the matter of representation to the State Employment Relations Board.

C. If the successor employer does not recognize a union, such successor employer shall voluntarily agree to recognize the union affiliated with the OEA upon receipt of a "Request for Voluntary Recognition". In the interim, the successor employer will honor the Agreement of the transferred employees until such time as a new Agreement is reached covering all members of the bargaining unit.

D. Where both employers recognize affiliates of the OEA and notwithstanding any other contractual seniority provision, seniority shall be defined as the length of continuous employment in a bargaining unit position beginning with the first day worked in such a position.

If one of the employers does not recognize a union, the seniority provision of this Agreement shall govern the credited seniority of all employees employed by the successor employer as bargaining unit members.

E. The new district consolidation, jurisdictional change or territorial transfer shall in no way diminish the individual's contractual status, service credit for salary placement, or any other statutory entitlement that would have accrued to an employee had the district consolidation, change or transfer not occurred.

Any transferring employee shall have his/her previous district service combined with the newly created district service, and it shall be considered "continuous service" for retirement benefits and any other statutory or contractual benefits that require continuous service.

ARTICLE XXI EFFECTS OF AGREEMENT

21.1 Duration

This Agreement shall be in effect from September 1, 2025, until August 31, 2028, and may be extended thereafter by mutual consent. A new Master Agreement to take effect upon expiration of this Agreement may be negotiated as provided in Article III.

21.2 Severability

If any provision of this Master Agreement shall be found to be contrary to law, then such provision of application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions shall continue in full force and effect.

21.3 Complete Agreement

The Board and the BEA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

The written provisions of this Agreement constitute the whole and entire Agreement (including any and all understanding) between the parties concerning all matters within the scope of collective bargaining. All other previously

negotiated agreements not incorporated herein are null and void and of no force or effect.

Agreement Between the Joseph Badger Board of Education Association

The parties to this Contract, signed this date Aug. 4, 2025, as witnessed below:

FOR THE ASSOCIATION

Holly Ceci
President & Chair Negotiating Team

Allison Jaskiewicz
Team Member

Tina Difford
Team Member

Rachel Himes
Team Member

Melody Merrow
Team Member

Sheila A. Saad
Labor Relations Consultant

FOR THE BOARD OF EDUCATION

Edwin Baldwin
Superintendent

Greg Sciola
Treasurer

Jared Klingensmith
Board President

APPENDIX

Informal Grievance Process
Meeting Completion Form

Grievance Report Form

Teacher Position Request Form

Payment Request Form (Overload)

Substitute Teaching Form

Tuition Reimbursement Form

Board Policy #3220
Standards-Based Teacher Evaluation

Non-OTES Evaluation Form

Graduate Level Credit Approval Form

Supplemental Request for Payment Form

Mileage Reimbursement Form

APPENDIX A
INFORMAL GRIEVANCE PROCESS
MEETING COMPLETION FORM

Pursuant to Article VII, Section 7.4.2, the undersigned informal grievant and appropriate administrator met in effort to resolve a complaint on _____.
(date)

_____
Grievant

_____
Administrator

APPENDIX B
GRIEVANCE REPORT FORM

Badger Education Association (Please type or print)

Grievant _____ Date of Formal Presentation _____

Home Address: _____ Phone:_____

Building: _____ Building Administrator: _____

Name of Association Representative: _____

Statement of Grievance:

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

Signed: _____ Date: _____

A. Disposition by Principal or Supervisor: (If additional space is needed, attach separate sheet)

_____

_____

_____

Signed: _____ Date: _____

B. Date Received by Superintendent: _____

Disposition by Superintendent: (If additional space is needed, attach separate sheet)

_____

_____

_____

Signed: _____ Date: _____

C. Date Submitted to the Board:_____

Disposition by the Board: (If additional space is needed, attach separate sheet)

_____

_____

_____

_____

Signed: _____ Date: _____

D. Date Submitted to Arbitration: _____

Disposition of Arbitrator: (If additional space is needed, attach separate sheet)

_____

_____

_____

_____

Signed: _____ Date: _____

APPENDIX C
TEACHER POSITION REQUEST FORM
Due by March 15th

For the next year I would prefer to **stay a**t/or **leave** my present position.
(Circle One)

In the event that my position must be changed I would like to be considered for the following positions in order of preference. If any of these become open I would like to be notified.

It is understood that this is not a binding document.

1. _____

2. _____

3. _____

Date _____

Signature _____

APPENDIX D
PAYMENT REQUEST FORM (OVERLOAD)

Date: _____

I, _____, Principal of _____, in accordance with BEA Master Agreement, section 10.6 (Workload), have met with _____, a BEA member assigned to my building. We have discussed possible problems dealing with class size and potential for remuneration under the following section(s):

Payment request forms must be turned in prior to the last teacher day of the school year. Payment shall be made no later than the second pay period after the form is submitted.

10.6, Section B1 *Teachers including all elementary and secondary intervention specialist*

These extra student(s) were enrolled for at least one-half of the semester and met with the teacher for instruction at least once each day.

I am initialing that all conditions have been met to allow the following payment:

# of student(s) _____

X semester(s) _____

X $ 500.00= $ _____ total amount due.

Initials of principal _____ Initials of teacher _____

Required signatures:

_____ *(Teacher)*

_____ (*Level Principal)*

_____ *(Level BEA Rep.)*

_____ *(Superintendent)*

APPENDIX E
SUBSTITUTE TEACHING FORM

Date: _____

_____was asked to cover for _____
(Bargaining Unit Member) (Name of absent Unit Member)

during _____ period.

Middle School and High School Teachers shall receive $45.00 for each 45-60 minute period.

_____ _____
(Signature of Principal) (Signature of Teacher)

APPENDIX F
TUITION REIMBURSEMENT REQUEST
ARTICLE XIII, Section 13.12

The Board will provide tuition reimbursement with a maximum of $2,000.00 per employee per year. No teacher shall be reimbursed more than the actual cost of the tuition paid.

Date: _____

Name: _____ Total compensation requested:$ _____

Attached: A. Proof of Payment;
B. Evidence of grade(s) as outline in Master Agreement;
C. Copy of CEU certificate(s).

_____ _____
(Signature of Employee) (Signature of Treasurer)

_____ _____
(Date of request) (Date of receipt of request)

_____ _____
(Employee initial) (Time requested)

_____
(Treasurer initial)

APPENDIX G
Policy 3220
STANDARDS-BASED TEACHER EVALUATION

I. Introduction

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Badger Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Committee, with continuing participation by District teachers represented by the Badger Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

II. Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the **"Teacher Performance Evaluation Rubric"** (Appendix).

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and

R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

III. Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually file a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

IV. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan with one goal or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her/their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is “skilled” will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

Professional growth and improvement plans for a school year shall be developed not later than September 15th of that school year.

Improvement plans for the next school year shall be developed not later than June 1st of each school year.

V. Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

VI. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

VII. Formal Observation and Classroom Walkthrough Sequence"

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). A Formal Focused Observation is at least 30 minutes in length and emphasizes the focus area(s) identified after the earlier Formal Holistic Observation. Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/non-renewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.
A teacher who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism

Each teacher evaluated under this policy may annually complete a "Self-Assessment" utilizing the Self Assessment Summary Tool.

Formal Observation Procedure

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days, which includes weekend days.

A. All formal observations shall be preceded by a conference between the evaluator and the employee no more than five (5) days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (Appendix) and the parties shall agree to the date, class and/or prep for the observation.

B. A post-observation conference shall be held after each formal observation. The post observation conference shall be held after each formal observation within five (5) working days following the formal observation. The evaluator shall provide the teacher with copies of all written documentation relating to the observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional

growth or improvement plan, and afford the teacher the opportunity to provide additional evidence of performance. The post-conference discussion between the evaluator and teacher shall focus on identified area(s) of support. The post-observation conference shall provide feedback to the teacher on the observed lesson and coaching opportunities for the evaluator to identify strategies and resources for the teacher to incorporate to increase effectiveness. The evaluator and teacher shall collaborate to make recommendations on the teacher's Professional Growth Plan or Improvement Plan.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.
Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of at least three (3) consecutive minutes. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. The focus may be area(s) of strength, area(s) for improvement, or both.

Data gathered from the walkthrough will inform the final evaluation. Note that during walkthroughs and the Formal Focused Observation, evaluators are not limited to collecting the evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

VIII. Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning.

IX. Final Evaluation Procedures

After completing formal (classroom) observations, informal (walkthroughs) observations, and pre- and post-conferences with the teacher, the Evaluator will use the evidence collected to rate the teacher's performance on standards.

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as any performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed and dated by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

The evaluation report shall be completed by May 10th, signed by both parties with copies provided to the Superintendent and the teacher.

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

X. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers
Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Badger Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Badger Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

APPENDIX H
JOSEPH BADGER LOCAL SCHOOL DISTRICT
CERTIFIED/LICENSED EMPLOYEE OBSERVATION/EVALUATION FORM

NAME_____SUBJECT_____DATE_____IN_____OUT_____
DATE_____IN_____OUT_____

I. CERTIFIED/LICENSED EMPLOYEE'S PRESENTATION OF LESSON

___Lecture Type ___Individual Instruction
___Question/Answer Type ___Individual Student Work
___Student Reports ___Silent Reading
___Group Work ___Other

AIDES USED:
_____ Text _____ Technology
_____ Chalk & Board _____ Bulletin Board
_____ Maps _____ Other
_____ Manipulatives

II. CERTIFIED/LICENSED EMPLOYEE PERFORMANCE**:**
(Key: 4 outstanding, 3 satisfactory, 2 needs improvement, 1 deficient)

The certified/licensed employee- **4 3 2 1 Comments**

1. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities
_____
_____
_____
_____

2. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation
_____
_____
_____
_____

3. Develops and teaches lesson plans that support course of study objectives.
_____
_____
_____

4. Address students' individual potential and addresses students' individual needs

_____
_____
_____
_____

5. Appropriately plans for assessment

_____
_____
_____
_____

6. Appropriately plans for student intervention

_____
_____
_____
_____

7. Demonstrates knowledge of subject matter

_____
_____
_____
_____

8. Appropriately utilizes test results

_____
_____
_____
_____

9. Provides opportunities for students to utilize higher order thinking skills

_____
_____
_____
_____

10. Effectively uses teaching tools and resources

_____
_____
_____
_____

11. Effectively uses a variety of instructional technique

_____
_____
_____
_____

12. Maintains positive control of the classroom

_____
_____
_____
_____

13. Maintains positive rapport with students

_____
_____
_____
_____

14. Effectively manages class time

_____
_____
_____
_____

15. Appropriately monitors student progress

_____
_____
_____
_____

16. Communicates clearly both orally and in writing with all segments of the school community

_____
_____
_____
_____

III. PROFESSIONAL QUALITIES:

(Key: 4 outstanding, 3 satisfactory, 2 needs improvement, 1 deficient)

The certified/licensed employee- **4 3 2 1 Comments**

1. Implements Board of Education and administrative policies, rules, regulations and directives

_____
_____
_____
_____
_____

2. Demonstrates professional growth

_____
_____
_____
_____
_____

3. Positively contributes to the welfare of the district

_____
_____
_____
_____
_____

4. Effectively utilizes specialty personnel

_____
_____
_____
_____
_____

5. Demonstrates flexibility in adapting to changes in schedules and plans

_____
_____
_____
_____

6. Maintains a positive working relationship with school personnel

_____
_____
_____
_____

7. Maintains an effective working relationship with parents

_____
_____
_____
_____

8. Maintains an effective working relationship with the school system

_____
_____
_____
_____

9. Effectively completes other job performance criteria as assigned

_____
_____
_____
_____

IV. PERSONAL QUALITIES:

(Key: 4 outstanding, 3 satisfactory, 2 needs improvement, 1 deficient)

The certified/licensed employee- **4 3 2 1 Comments**

1. Maintains appropriate appearance

_____
_____
_____
_____

2. Is consistent, dependable, and accurate in carrying out responsibility

_____

_____

_____

_____

NARRATIVE COMMENTS

_____

_____

_____

_____

_____

CERTIFIED/LICENSED EMPLOYEE'S COMMENTS: (Certified/licensed employee has the right to make written comments about evaluation) _____

_____

_____

_____

_____

_____ _____

Certified/Licensed Employee's Signature Date

*This signature only implies that the employee has received a written copy of the observation/evaluation

EVALUATOR'S COMMENTS

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
_____
_____
_____
_____

_____ _____
Evaluator's Signature Date

SUPPORT RECOMMENDATIONS (Optional)

_____
_____

JOB CRITERIA NUMBER_____
NEEDS IMPROVEMENT _____

MEANS/RESOURCE HELP:

OTHER

_____
_____
_____

JOB CRITERIA NUMBER_____
NEEDS IMPROVEMENT _____

MEANS/RESOURCE HELP:

OTHER

_____
_____
_____

JOB CRITERIA NUMBER_____
NEEDS IMPROVEMENT _____

MEANS/RESOURCE HELP:

OTHER

_____
_____
_____

EVALUATOR'S COMMENTS

_____

_____

_____

_____ _____

Evaluator's Signature Date

SUPPORT RECOMMENDATIONS (Optional)

_____

_____

JOB CRITERIA NUMBER_____

NEEDS IMPROVEMENT _____

MEANS/RESOURCE HELP:

OTHER

_____

_____

_____

JOB CRITERIA NUMBER_____

NEEDS IMPROVEMENT _____

MEANS/RESOURCE HELP:

OTHER

_____

_____

_____

JOB CRITERIA NUMBER_____

NEEDS IMPROVEMENT _____

MEANS/RESOURCE HELP:

OTHER

_____

_____

_____

APPENDIX I
GRADUATE LEVEL CREDIT APPROVAL FORM

To be placed in a Masters + 15 or Masters + 30 column on the salary schedule, in Accordance to Article 16, Section 1.2: All courses Post Master must be graduate level in any of the core teaching fields, i.e. Language Arts, Social Studies, Math, Science or specialty area if in teaching field, i.e. Art, Music, P.E., Computer Technology, Special Education, unless mutually agreed upon between teacher and Superintendent.

Course Title and Brief Description	Content Area this Course Pertains to	Accredited University (address or website)

Signature : _____ Date: _____

Please attach any pertinent information to this form.

Decision of Superintendent:

_____

_____

_____

_____

Signed: _____ Date:_____

APPENDIX J
SUPPLEMENTAL REQUEST FOR PAYMENT

I, _____, have performed the duty of advisor
(Signature of Advisor)

for _____ in accordance with all board policies and to the best of my ability.
(Activity)

I, _____, Principal in charge of the oversight of this activity, have
(Signature of Principal)

discussed with the advisor/coach the merits of this activity and have found according to Board Policy #412 that:

> "The advisor has met or exceeded my expectations by providing a good educational experience to the participants."
>
> I have also checked to see if all other tasks required of the principal and/or advisor are completed.

I, _____, Superintendent have ensured that the Budget
(Signature of Superintendent)

and Purpose Statements were collected at the beginning of the year and checked with the principal in charge of the activity has merit and will be continued next year.

I, _____, Treasurer have all the necessary forms filed
(Signature of Treasurer)

for this activity.

APPENDIX K
MILEAGE REIMBURSEMENT REQUEST

Date of Travel	Destination	Purpose	Miles Traveled

Total number of miles:

IRS Mileage rate _____

Amount of reimbursement $ -

NAME _____

Printed Signature

APPROVED BY

_____

Athletic Director Date

_____

Principal/Designee Date