Mon, 04/06/2026 01:48:45 PM SERB

1830-01
26-CON-01-1830
46781

MASTER CONTRACT

between the

BENTON-CARROLL-SALEM LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

and

CERTIFIED/LICENSED EMPLOYEES
OAK HARBOR EDUCATION ASSOCIATION

Effective: July 1, 2026 through June 30, 2029

I	Recognition			5
II	Negotiations			6-10
		Definition	6	
		Scope	6	
		Procedures	7	
		Impasse	9	
		Severability	10	
III	Association Rights			10-11
		Payroll Deduction of Dues	10	
		Notification of Meetings	10	
		Copies of Public Information	11	
		Fair Share Fee	11	
		Labor Relations Meetings	11	
		Subcontracting	11	
		Association Business	11	
IV	Grievance Procedure			11-14
		Definition	11	
		Provision	12	
		Steps	12	
		Withdrawal	14	
V	Individual Rights			14-24
		Contracts	14	
		Evaluations, Procedures	16	
		Seniority	22	
		Discipline	23	
		Personnel Files	24	
VI	Working Conditions			25-32
		Class Size/Assistants	25	
		Least Restrictive Environment	26	
		Minimum Standards	27	
		Work Day/Week/Year	27	
		School Calendar	28	
		Calamity Days	29	
		Professional Development	29	
		Rocket Hours	31	
		Absences	31	

	Medication/Nursing Practices	31	
	Staff Handbook	32	
VII	Local Professional Development Committee		32-36
	Purpose	31	
	Representation	31	
	Responsibility	32	
	Selection of Chairperson	32	
	Procedures	33	
	Appeals and Approvals	33	
	Policy	34	
	Teacher Mentor Program	35	
VIII	Assignments/Vacancies/Teacher Transfers		36-37
	Assignments	36	
	Transfers	36	
	Vacancies	37	
IX	Reduction in Force		38-40
	Reasons	38	
	Reduction Other Than Attrition	39	
	Seniority	39	
	Procedures	39	
	Recall	39	
	Other	40	
X	Leaves		41-50
	Sick Leave	41	
	Improper Use of Sick Leave	41	
	Absent Without Leave (Dock Days)	42	
	Conversion Day	42	
	Catastrophic Leave	42	
	Personal Leave	43	
	Professional Leave	44	
	Parental and Family Leave	45	
	Emergency Leave	47	
	Jury Duty	47	
	Sabbatical Leave	47	
	Association Leave	48	
	Deduct Days	48	
	Assault Leave	48	
	Military Leave	49	

XI	Salary and Index		50-59
		Salary Index 50	
		Pay Role Deductions 53	
		Pay Plans 53	
		Supplemental Contracts 54	
		Coach Drivers 55	
		Supplemental Salary Schedule 55	
XII	Compensation		59-61
		Mileage Reimbursement 59	
		Achievement Bonus 59	
		Period Substitute Rate 60	
		Event Pass 60	
		Committee Work 60	
		Attendance Incentive 61	
		Tuition Reimbursement 61	
		SLP/Medicaid Filers 61	
XIII	Retirement		62-63
		Severance 62	
		STRS 62	
		Retirement Incentive 63	
		Emeritus Employment 63	
XIV	Insurance		64-6
		Policies 64	
		HSA Contribution 65	
		Wellness Program 66	
		Spousal Coordination of Benefits 66	
		Medical Insurance Incentive 67	
		Section 125 67	
XV	Duration of Contract	68	

Appendix A Evaluation Forms
Appendix B Request Forms (Assault, Catastrophic)
Appendix C Verbal Warning Documentation Form
Appendix D Professional Development
Appendix E Rocket Hours
Appendix F Grievance Form
Appendix G Personal Leave Form

ARTICLE I – RECOGNITION

A. Recognition of OHEA

The Benton-Carroll-Salem Local Board of Education (hereinafter referred to as the "Board") recognizes the Oak Harbor Education Association (hereinafter referred to as the "Association") affiliated with the Ohio Education Association, and the National Education Association, as the exclusive and sole negotiations representative for all certificated/licensed personnel hired under a regular teaching contract in the district. Substitutes, aides, tutors (casual or part time), non-certified personnel, administrative and supervisory staff, nurses, coaching staff not also employed by the Board under a regular teaching contract, and individuals set forth in 4117.01C are specifically excluded from the bargaining unit.

B. Recognition of the Board

The Association recognizes the Board as the legally elected local body charged with and having authority to establish policies for the operation of schools and providing for public education in the Benton-Carroll-Salem School District, and as the employer of all certificated/licensed persons of the school system, and as such has authority as outlined in the Ohio Revised Code.

C. Recognition of the Local Superintendent

The Association and the Board recognize the Local Superintendent, as the chief executive officer and primary professional advisor of the Board, who, as such, may actively participate in the negotiation process as a representative of the Board.

D. Membership in Professional Organizations

Both the Board and Association recognize that certificated/licensed personnel have the right to organize, to join and support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership, but may not exclude certificated/licensed personnel as members on the basis of sex, age, handicap, marital status, race, creed, or national origin.

ARTICLE II – NEGOTIATIONS

A. Definitions

1. A negotiated agreement is the result of negotiations between the Board and Association. It is the legal document which specifies the agreement reached between the two parties. The agreement includes wages, hours and terms and conditions of employment.

2. "Professional negotiations" means conferring, discussing and negotiating in good faith by the Board or its designated representative(s) and the Association through its designated representative(s) in an effort to reach agreement with respect to wages, hours, terms and conditions of employment.

3. "Good faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good faith" means the obligation of the representatives of the Board and the Association to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or make a concession.

4. "Negotiation Committee(s)" is defined as the designated Board and Association representatives who form the committees taking part in the negotiations in accordance with the procedures outlined in this Document.

5. "Day" means administrative workday.

B. Scope of Negotiations (Bargaining)

The Board shall enter into negotiations with the Association for the purpose of achieving a signed master agreement covering all matters pertaining to or affecting wages, hours, and terms and conditions of employment of each employee represented by the Association bargaining unit.

Unless the Board agrees otherwise in this collective bargaining agreement, nothing impairs the right and responsibility of the board to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a government unit.

10. To promulgate and enforce employment rules and regulations and otherwise exercise the prerogatives of management.

11. To determine and implement necessary actions in emergency situations.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as the subjects affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement. The exercise of these management rights must be consistent with all applicable law.

C. Procedures

The parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Board and the Association. The parties pledge themselves to bargain in good faith and in the event of failure to reach agreement, to utilize in good faith such dispute resolution procedures as outlined in this Document.

1. Directing Requests

The initial request calling for negotiations shall be made by either party on or after March 1st of the year of the expiration of the current agreement, unless an earlier date is mutually agreed to by the parties.

Requests to open negotiations from the Association will be made directly to the Superintendent. Requests from the Board will be made in writing to the president of the Association. The written request shall include: date of letter, statement of purpose for session, name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations session. The requesting party is responsible for notifying SERB.

An agreement will be reached by the designated representative of the Board and the Association within five days of the request as to the time and place of the meeting which shall be held within fifteen (15) days after the request has been submitted, unless both the Board's designated representative(s) and the representative(s) of the Association agree in writing to an extension of time.

2. Negotiations Session

The parties shall meet at the time and place established for the first negotiations session. Specific proposals shall be exchanged by the parties at least 1 week prior to the bargaining session. OHEA (Co-President, Superintendent, and Treasure) shall present and explain their proposals at the proposal exchange. A time, place and date for the next session shall be established before concluding the first and each successive negotiations session. Three full days shall be reserved for the purpose of negotiating. For two of those days, the Board will provide substitutes for the team members. If needed, the substitutes for the third day will be funded by the Oak Harbor Education Association.

3. Negotiating Teams and Consultants

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session. Five (5) of the six (6) original team members may change during the negotiations for a new contract.

The parties may call upon professional and lay consultants. Said consultants may be used to the discretion of the negotiators. The expense of such consultants shall be borne by the parties requesting them.

4. Information

The Board and the Association agree to supply one copy, at no cost, information (pertinent to negotiations) that is specifically requested and routinely prepared within ten (10) days of the request.

5. Caucuses

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party time to caucus. Caucuses shall not exceed one hour unless both parties agree to extend the time.

6. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initiated by each party.

7. Agreement

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval. If ratified by the Association, the written memorandum of understanding between the Negotiation Committees shall then be placed on the agenda of the Board for its consideration and shall be accepted or rejected within 30 days.

During the period of negotiations, interim reports of the progress may be made only to the Association by its representatives and only to the Board by its representatives.

a. Upon final approval by both the Association and the Board, four (4) copies of the total agreement shall be signed by the President of the Board and the President of the Association. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

b. The Board shall be responsible for the typing and duplicating the final negotiated agreement. The Board and Association shall distribute copies to each of their personnel.

c. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified.

8. Tape Recording

No tape recorders or mechanical recording devices shall be permitted in any negotiating session.

9. Progress Reports

Periodic written progress reports may be issued to the public during negotiations provided that such reports are mutually approved of in advance by the representatives of both the Board and Association.

D. Impasse Procedures

1. Mediation

The following alternative dispute settlement procedure shall replace ORC 4117.14(c)(2) through 4117.14(D)(1) as provided under ORC 4117.14(c)(1)(f) in the negotiations of a successor contract.

a. In the event agreement is not reached after sixty (60) days from the filing date of the Notice to Negotiate, and if both parties do not mutually agree to extend the date, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.

b. If the parties fail to reach agreement through mediation as provided above, the Association shall have the rights and privileges afforded them by ORC 4117.14(D)(2). The Board shall have the rights and privileges afforded them by ORC 4117.

E. Severability

If at any time provisions of this Document or any application of this Document to any certificated/licensed person(s) shall be found contrary to state or federal law, or rule or regulation of a state or federal agency, that provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE III – ASSOCIATION RIGHTS

A. Payroll Deduction of Dues

The Treasurer will make payroll deductions for professional dues fourteen (14) consecutive paychecks (excluding third pays of the month) beginning with the first paycheck in November of each school year. The Association will be responsible for supplying to the Treasurer a list of membership and the amount to be deducted and certified/licensed by each person by October 15th. The Treasurer will make one check payable to the local teacher's association following each deduction.

B. Notification of Meetings

The Association shall be granted the right of notification to the Association president or his/her designee of all Board meeting(s) as set at the January organizational meeting sent prior to the first regularly scheduled Board meeting. However, in the case of each emergency meeting, each change, and/or addition, and/or cancellation, the Association president or his/her designee shall be notified by telephone at designated telephone number(s) at the same time the Board members are notified of that meeting.

C. Copies of Public Information

The Association shall be granted the right to receive a copy of agendas and minutes of all Board meetings. In addition, the Association president or his/her designee shall be informed of any agenda changes made after the above materials have been distributed to the Board members.

The Association shall be granted the right to receive upon Association request, a copy of all public information.

D. Fair Share Fee

If the law is reinstated with Fair Share with no changes to the law, then the previous contract Fair Share Language will be reinstated.

E. Labor Relations Meetings

The Superintendent and the Association President(s) shall set up a calendar of monthly meetings in September of each year. These meetings shall not serve as a substitute for negotiations or exonerate the Board from being required to negotiate pursuant to law and/or the contract. Said monthly meetings need not take place unless it is requested by either the Association President or the Superintendent.

F. Subcontracting

In the event the Board is considering subcontracting of any bargaining unit positions, it shall first meet with the Association to discuss the reason(s) and/or the rationale. The Association will be afforded an opportunity to provide alternative suggestions for the Board to consider. A bargaining unit member shall not lose employment, salary, or benefits if the Board chooses to subcontract any positions.

G. Association Business

An Association Co-President will be given an additional thirty (30) consecutive minutes per week to conduct Association business.

ARTICLE IV – GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" is defined as an alleged violation, misinterpretation or misapplication of the written provisions of this Agreement.

   There shall be three (3) types of grievances:

a. Individual Grievance – This grievance shall involve an individual person and shall be signed by the party affected.

b. Group Grievance – This grievance shall involve a group of two (2) or more members of the bargaining unit and shall be filed by the Association grievance chairperson or his/her designee.

c. Association Grievance – This shall be a grievance which affects a majority of the bargaining unit or is an alleged violation of the Contract as respects rights and/or privileges granted to the Association. The Association shall have the right to file this grievance and said grievance shall be filed at Step Three (3) of the grievance procedure.

2. A day is defined as a calendar day excluding weekends and district-recognized holidays for purposes of this article.

B. General Provisions

1. Time Limits: Since it is important that a grievance be processed as rapidly as possible the number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. Failure of the employer to process a grievance within the time limits specified, shall permit the grievant to proceed to the next step. Failure of the grievant to initiate the grievance or appeal a decision within the specified time limits shall result in the grievance being voided.

2. Representation: The employee will have a representative present at any formal meeting (Step two through four). Such representation may be an Association representative. Both parties agree to confidentiality.

3. Written Decisions: Except at the informal level, all decisions rendered at all levels of the grievance procedure shall be in writing, setting forth the decision and shall be transmitted promptly to all parties.

4. Reprisals: no reprisals of any kind shall be taken by the employer or any of its agents against any grievant, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, his representative of the Association against the employer or any of its agents.

C. Steps

1. Step One – Any member or group having a grievance shall first discuss such grievance with his/her/their principal and may have association representation.

2. Step Two – If the discussion at Step One does not resolve the grievance to the satisfaction of the employee(s), such employee(s) shall have the right to file a written grievance with the employee's(s') principal involved at Step One. If such grievance is not filed within fifteen (15) days after the occurrence of the act or condition which is the basis of said grievance or within fifteen (15) days of the date the grievant becomes aware of the act or condition which is the basis of said grievance, the grievance shall be waived.

   The grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision(s) of the Contract or law allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the principal involved at Step One.

   A hearing before the principal at this step shall be scheduled at a time mutually agreeable to the grievant(s) and his/her/their principal but no later than ten (10) days after the filing of the grievance. The grievant(s) will have the right to be represented by a representative of the Association. The principal may likewise have a representative of his/her choice at said hearing.

   The grievant(s) can bring all documentation and will have the right to call and present witnesses on his/her/their behalf.

   The principal shall take action on the written grievance within five (5) days after the receipt of said grievance or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the principal and sent to the Association.

3. Step Three – If the action taken by the principal does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) may file an appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within five (5) days from the receipt of the written decision of the principal's action on said grievance shall be deemed a waiver of the right to appeal.

   Upon request, a hearing shall be conducted by the Superintendent or his/her designee within five (5) days after the receipt of the request or at a mutually agreed date.

   The grievant(s) shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by a representative of the Association. The supervisor may be represented by a person of his/her choice.

   The Superintendent or his/her designee shall take action on the appeal of the grievance within five (5) days after the conclusion of said hearing or within five (5) days of the receipt of the grievance if no hearing is required. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the Association and the principal, or, if an Association grievance, copies to the Association and the Board.

4. Step Four – If the Association is not satisfied with the disposition of the grievance by the Superintendent, the Association shall, within ten (10) days complete the Grievance form requesting arbitration. Within five (5) days following the receipt of the Association's request for arbitration, the Superintendent or his designated representative and the Association designated representative shall meet to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, they shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party. A toss of a coin shall determine who strikes first.

   Once an arbitrator has been selected, he/she shall conduct hearings on the grievance in accordance with the rules and regulations of the AAA.

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

   The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, rules and regulations and having the force and effect of law.

   The cost for arbitration shall be shared equally by both parties. The timelines may be extended for good cause if mutually agreed upon.

D. Withdrawal

1. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE V – INDIVIDUAL RIGHTS

A. Contracts

Contracts shall be issued in accordance with ORC 3319.11. However,

1. To be eligible for a continuing contract an employee must be qualified as to certificate and must have taught for three (3) consecutive years in the Benton-Carroll-Salem district or have served in the district for two (2) years after having attained continuing contract status elsewhere. A teacher who anticipates eligibility for continuing contract status during the last year of their limited contract must notify the Superintendent in writing by November 1st that they anticipate eligibility during the course of the school year. Further, the professional certificate/license must be on file in the Superintendent's office prior to April 1st. These conditions must be met for an employee to be considered for continuing contract status in the current school year.

2. All teachers eligible for a continuing contract may be reemployed (once) upon the recommendation of the Superintendent on a limited contract for a period not to exceed two (2) years, provided continuing service has not been attained elsewhere and provided that written notice has be given to the teacher prior to June 1 with reasons directed at professional improvement. Written notice from the Board of Education of its action on the Superintendent's recommendation must also be given prior to June 1. When the limited contract expires, the Board, upon the Superintendent's recommendation, must either grant a continuing contract or non-renew the employee.

3. A bargaining unit member employed on a limited contract but who will become eligible for a continuing contract may request and the Board may consider the request to be considered for a continuing contract in the year prior to the final year of the limited contract; however, the member must have requested early consideration by October 15. An employee may request a contract of fewer years duration than that which would be normally granted in order to qualify for early continuing contract consideration.

In addition, for informational purposes only, a limited contract may be issued for a period not to exceed five (5) years to an employee holding a provisional, professional, permanent certificate, or educator license. A teacher holding a provisional certificate is not eligible for a continuing contract. A continuing contract (tenure) may be issued to a teacher when he/she meets one of the following criteria.

1. The possession of a valid professional, permanent or life certificate.

2. The possession of a valid professional educator's license and has completed either one of the following:

    a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified by the rules which the state board of education shall adopt.

    b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate or an educator license, six (6) semester hours of graduate coursework in

the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

3. Upon being initially hired by the Board, a bargaining unit member with no prior teaching experience shall be given a one-year limited contract. This contract shall automatically expire at the conclusion of the last contracted teacher day without any prior written notice of nonrenewal, unless the Board acts to renew the contract on or before June 1 of the school year contracted. Teachers hired after July 1, 2005, may be renewed for a second one year limited contract which shall automatically expire at the conclusion of the last contracted teacher day without any prior written notice of non-renewal, unless the Board acts to renew the contract on or before June 1. Each one year limited teacher contract issued as stated above will state that the contract expires in accordance with Article V, Section A of the Negotiated Agreement between the Board and the Association. Said expired contract will not be considered a nonrenewal by either party. This procedure shall specifically take precedence over and supersede Chapter 3319.11 of the Ohio Revised Code. Any specific bargaining unit member whose teaching contract expires under this provision must have been evaluated by the procedures outlined in Article V, Section B.

   After the first two (2) one year contracts, members shall be renewed for a two (2) year, then three (3) year contract and all subsequent contracts shall be five (5) years thereafter. If an employee has been on a Professional Improvement Plan and is showing growth, they may be considered for a renewed contract.

   All subsequent limited contracts shall be renewed or non-renewed by June 1.

4. If any teacher who is highly qualified loses that status as a result of a transfer or implementation of a reduction in force, the teacher must become highly qualified within 16 months after Board action to RIF, or by August 16 of the school year which immediately follows the school year in which Board action to RIF was taken, whichever comes later.

B. Evaluation (See Appendix A for forms and other Resources)

1. Purposes

   a. To assess an employee's work performance

   b. To help the employee to achieve greater effectiveness in performance of the work assignment.

c. To constitute one of the basis for professional decisions including promotions, reassignments, continuing contract status, limited contract renewal or contract non-renewal or termination.

d. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

e. To inform instruction.

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

g. The Board shall not evaluate any teacher/counselor who has or will be on leave for fifty percent (50%) or more of the school year.

2. Procedures

Benton-Carroll-Salem Local School District will be implementing the Ohio Teacher Evaluation System 2.0 (OTES 2.0) Framework, as adopted by the State Board of Education, beginning with the start of the 2021-2022 school year. The School District will be utilizing all Model Resources. The implementation will be completed pursuant to BCS Board of Education policy, applicable to state law, and the standards-based state framework for the evaluations of teachers adopted by the State Board of Education. All counselors will be evaluated pursuant to the Ohio School Counselor Evaluation System ("OSCES"), as adopted by the state and as reflected in Board policy.

The OTES 2.0 Framework applies to those certificated/licensed employees who spend at least 50% of their time providing student instruction, such as a speech pathologist, and others, including those employed under the *Emeritus Employment* section of the Master Agreement
Certified/licensed employees that have been approved for retirement by September 1.

OTES 2.0 Required Components of a Less Frequent Evaluation Cycle
Professional Growth Plan (PGP) or Improvement Plan At least two measures of high-quality student data (HQSD) which provide evidence of student learning attributable to the teacher. One formal holistic observation (at least 30 minutes) One summative conference with discussion on progress of PGP or Improvement Plan **Must show progress on PGP or Improvement Plan to stay on less frequent evaluation cycle as determined by evaluator**

OTES 2.0 Required Components of a Full Evaluation
Professional Growth Plan (PGP) or Improvement Plan
At least two measures of high-quality student data (HQSD) which provide evidence of student learning attributable to the teacher.
One formal holistic observation (at least 30 minutes) ● followed by a conference
Walkthroughs (at least 2 and no more than 6; maximum of 15 minutes in length)- with emphasis on specific area(s) identified for support
One formal focused observation (at least 30 minutes)- with emphasis on specific area(s) identified for support
One summative conference

a. **Full Evaluations/Less Frequent Evaluation Cycles**:

Administrators will evaluate each teacher, including tenured (on a continuing contract) and teachers teaching under the provisions of Emeritus employment, at least once per school year unless they are in the final year of the Emeritus contract. Teachers who apply for Emeritus employment (retire-rehire) will remain in the evaluation cycle until the final year of their Emeritus employment. Teachers in their final year of their Emeritus employment will not be evaluated.

The Board will complete a full evaluation for each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation conducted under this section once every three (3) school years (for example, if you had a full evaluation in 2017-18, you will be evaluated again in 2020-21), so long as the teacher is making progress on the Professional Growth Plan (PGP) as determined by their evaluator.

The Board will complete a full evaluation for each teacher who received a rating of "Skilled" on the teacher's most recent evaluation conducted under this section once every two (2) school years (for example, if you had a full evaluation in 2017-18, you will be evaluated again in 2019-20), so long as the teacher is making progress on the Professional Growth Plan (PGP) as determined by their evaluator.

Certificated staff in the final year of their limited contract who have applied for a continuing contract will receive a full evaluation.

**For a teacher on a limited or extended limited contract who is being considered for non-renewal, at least three formal observations of thirty (30) minutes will be conducted. (3319.111)*

Professional Growth Plan/Professional Improvement Plan:

The OTES 2.0 "Self-Assessment Summary Tool" will be an optional tool to inform the development of the professional growth plan. The "Professional Growth Plan (PGP)" or "Professional Improvement Plan (PIP)" (as determined by teacher performance and state law) will be completed by **September 30** of each school year. The plans will be implemented and executed in accordance to state law and/or regulation. Teachers will complete a PGP or PIP with 2 goals by **September 30** of each school year:

1. Teachers who achieve **accomplished** on their final summative rating during the previous school year will complete a self-directed professional growth plan (PGP);

2. Teachers who achieve **skilled** on their final summative rating during the previous school year will work with their evaluator to jointly complete a professional growth plan (PGP);

3. Teachers who achieve **developing** on their final summative rating during the previous school year will complete a professional growth plan (PGP) that is developed by their evaluator;

4. For teachers who achieve **ineffective** on their final summative rating during the previous school year the administrator will create a written improvement plan. (The teacher may initiate a meeting with his or her administrator to complete the improvement plan prior to the start of the next school year.)

5. Teachers new to the district will work with their evaluator to jointly complete a professional growth plan (PGP) for their first year.

c. **High Quality Student Data (HQSD):**

The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. HQSD must be attributable to the teacher and include Value Added data when applicable. HQSD will be submitted to the HQSD Committee by **September 30** each year. HQSD may NOT include shared attribution. All HQSDs will be approved by a committee comprised of six (6) people, one (1) from each level (K-3, 4-7, 8-12), plus three (3) administrators. The superintendent will have final and conclusive authority to approve all HQSD assessments. Final approvals of all HQSD assessments will occur no later than **October 15**. The committee members will receive release time from their teaching duties or they shall be paid, by the BCS Board of Education, $20 per approved hour(s). Superintendent or designee will pre-approve the said hours.

3. Timelines:

Observations will be conducted between October 1 and May 1. Reasonable (approximately 24 hours) announcement of the two observations will be made by the administrator.

a. If during an observation, evidence collected falls within the "ineffective" category, a teacher and/or administrator may call a meeting to discuss areas of concern. Teachers may ask for assistance from their evaluating district administrator to improve their professional performance throughout the school year.
b. Two formal observations may occur back to back, but there will be at least a one minute break between the two observations.

c. Additional observations will occur as needed, as determined by the administrator.

d. The administrator will make every effort to pin the walkthrough in eTPES within 24 hours.

e. The final summative evaluation rating shall be completed in the eTPES system by **May 1** of each school year, which will constitute the written report to the teachers. The evaluation will be pinned by teachers in the eTPES system by **May 10**. The final evaluation shall provide a rating pursuant to the State Board of Education Framework: "Accomplished, Skilled, Developing, or Ineffective."

f. For those employees who spend less than 50% of their time providing student instruction, such as a speech pathologist, and others, the employee will be evaluated at least once per school year by the supervising district administrator. The evaluation will be completed by **May 1** of each school year. A written report of the evaluation will be available for the teacher by **May 10**. The evaluation forms to be used shall be the forms contained in Appendix A.

g. Response to Evaluation: The employee 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 employee's personnel file. A copy signed by both parties shall be retained by the employee. Said rebuttal shall be made within 15 days of receipt of said evaluation.

4.. Additional Procedures:

a. All Certified staff member evaluations will be completed by district administrators who are the employee's direct supervisor as selected by the superintendent.

b. Ohio Teacher Evaluation System 2.0 (OTES 2.0) and Ohio School Counselor Evaluation System Model Resources will be used to gather evidence/data of teacher/counselor performance. These forms will be accessed via a secure web-based communication system known as The Ohio Teacher and Principal Evaluation Systems (eTPES) or its

successor, including: professional growth and improvement plans, the performance rubric/record of evidence, walkthrough forms, and file summative evaluation/rating.

c. Pre-conference conversations may be held as needed, as determined by the administrator. Teachers may request a pre-conference with their administrator if it is not initiated by their administrator. Pre-conferences will be a maximum of 30 minutes for grades K-3 teachers and a maximum of one class period for grades 4-12 teachers unless agreed upon by both parties.

d. State Law and/or the standards-based framework for the evaluation of teachers adopted by the State Board of Education will prevail over any conflicting provisions contained within this agreement.

e. The parties to this agreement will work collaboratively to implement the OTES 2.0 model and will meet as needed to discuss concerns and maintain open lines of communication.

f. Procedures for use by district administrators in making retention and promotion decisions will be consistent with Ohio Revised Code.

g. Procedures for removing poorly-performing teachers will be based on evaluation results and will be consistent with Ohio Revised Code.

h. Personnel Action Requirement
If the Superintendent decides to recommend contract non-renewal or denial of continuing contract status, the Superintendent or his/her designee shall notify the employee in writing (certified mail) of the Board's intention on or before June 1st

i. Effective Date
Evaluation procedures shall not apply to supplemental or extended contracts. The procedural aspect of evaluation shall be subject to the Grievance Procedure (Article IV), except that any teacher who is recommended for non-renewal shall be subject only to review procedures contained in ORC 3319.11. The content of the completed evaluation, the judgment of the administrator, or the plan for teacher improvement shall not be grievable or arbitral. Such contracts are not subject to this evaluation procedure.

j. Exceptions to ORC
Supplemental, extended service, and substitute contracts, including those substitute contracts which become limited contracts at the sixty-first day of employment per ORC 3319.10, shall expire automatically and non-renewal under Ohio Revised Code shall not be required.

k. Accomplished Evaluations
In the event that there are 25 or more teachers on an accomplished evaluation cycle, the

total number of teachers will be divided by 3 and evaluated in this order:

-Year One - 10 or less years of experience
-Year Two - 11-20 years of experience
-Year Three - 21 or more years of experience

This provision supersedes any other evaluation language related to time of the evaluation.

5. Changes to State Law:
If there is a change in state law, the association and the board or its designee will meet to find common ground on the changes within 30 days after the effective date of the legislation.

C. Seniority

1. Seniority shall be defined as the length of continuous full or part-time service as a certificated employee in the bargaining unit under a limited or continuing contract in the district.

2. The accrual of seniority shall begin from the date of regular full-time or part-time employment as verified by official Board of Education minutes, and continue for all time the certificated employee is working and receiving regular paychecks, is receiving Workers' Compensation benefits, or is in military service.

3. Time spent on inactive pay status of one or more years (unpaid leave, suspended contract, or the initial five years of disability retirement) shall not contribute to the accrual of seniority, but shall not constitute a break in seniority. Such certificated employees will be given an adjusted seniority date to reflect the time off work on such unpaid leave, suspended contract, or disability retirement.

4. Bargaining unit seniority shall be lost when a bargaining unit member retires or resigns, is employed in a non-bargaining unit position, is non-renewed or is terminated. Any tenured administrative person coming back into the bargaining unit will start at zero years experience so as not to displace any current bargaining unit member from a position they may have or want.

5. Under Section 3319.111 of the Ohio Revised Code, seniority cannot be the primary basis for retaining, reducing, or rehiring teachers, except when comparing teachers with similar performance evaluations. Comparable evaluations shall be defined by the Final Summative Rating. For the purpose of seniority, the ratings of Accomplished and Skilled will be equivalent.

6. A yearly seniority list shall be updated listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

7. All teachers having a continuing contract shall be placed higher on the seniority list than those teachers who do not. After this is done, seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., ½

time equals ½ year of service). Among those with the same length of continuous service, seniority shall be determined by and in order of: tenure, the date of the Board meeting in which the teacher was hired, and if the date of hire is the same, by lot (where all parties have equal chance) as conducted by the Superintendent with the assistance of the Association President on the date of hiring and the results will be kept on record until employment ceases.

8. Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list pursuant to #4 (Article X F.), that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

9. No later than 45 days prior to the date the Board acts on the suspension of teaching contracts, the Association President shall be given a copy of the seniority list. It shall contain the date of hire and all certification/licensure areas on file for each teacher as of the aforementioned date. The Board and the Association shall review said seniority list for accuracy and said seniority list shall be deemed the official seniority list.

10. In the event that two (2) or more licensed employees share the same seniority date, seniority shall be determined by a random drawing conducted by the District, with Association representation present. An updated seniority list will be provided to OHEA Co-Presidents at the beginning of each school year, if requested.

D. Discipline

1. The administrator will inform the bargaining unit member that a meeting is scheduled for the purpose of progressive discipline and he/she will have an Association Representative present unless the member declines representation in writing.

   No employee shall be disciplined, reduced in rank, compensation or demoted without "just cause" and/or the violation of Board approved policy, guidelines and noncompliance with applicable provisions of this contract or violation as defined in ORC 3319.16.

2. The following progressive penalties shall be followed:

   Step 1. Documented Verbal Warning (see Appendix C)

   Step 2. Written Reprimand (the employee shall have the right to rebuttal within five (5) working days).

   Step 3. Suspension without pay, not to exceed one (1) day.

   Step 4. Suspension without pay, from two (2) to ten (10) days.

Step 5. Termination

3. Depending on the severity of the offense, the building administrator(s) at Steps 1 and 2, and the Superintendent at Steps 3 through 5 may initiate the disciplinary action. In the event of a serious infraction, the Superintendent may immediately place a bargaining unit member on administrative leave with pay, pending the investigation and disposition of the infraction.

4. Due Process

   All disciplinary conferences pertaining to the application of these sanctions shall be private and in Executive session if it involves the Board. The employee shall be given written notice of the nature of the infraction in Steps 2 through 5 and the opportunity for a hearing with the person who initiated the disciplinary action. The employee shall have the right to appeal the decision to the Board of Education those disciplinary actions that involve a suspension without pay of more than one (1) day. The employee shall receive a written disposition within three (3) days of the disciplinary hearing from the person who initiated the disciplinary action.

   Appeals to the Board of Education shall be made within five (5) working days of receipt of the disposition by the employee. Within seven (7) working days, the Board shall schedule an appeal hearing. The Board may uphold, vacate or modify the proposed disciplinary action. The employee shall have the right to representation of his/her choice at an appeal hearing with the Board of Education.

5. An employee who has received a suspension under the terms of this article shall have the right to file a grievance and have that grievance accelerated to Step 4 of the grievance procedure.

6. Records of any disciplinary action cannot be used in the progressive disciplinary procedure after 48 months unless the incident is related to child or sexual abuse incidents that do not result in termination or other pattern-of-behavior cases.

7. Nothing contained herein shall preclude the Board from acting to institute termination proceedings pursuant to 3319.16 and 3319.161 of the O.R.C. when, in the sole and exclusive discretion of the Board, it is determined that such action is warranted.

E. Personnel Files

There shall be one official personnel file and it shall be maintained in the office of the Board of Education. The files shall be maintained in accordance with all applicable laws.

Each professional staff member shall have the right to review his/her personnel file, provided he/she has notified the Superintendent's secretary of his/her intent to do so, except for confidential

pre-employment recommendations or confidential college recommendations. Each employee shall have the right to request one copy, at no expense, of any document within his/her file.

The staff member shall have the right to attach written comments and/or rebuttal to any item within 15 days of the time it is placed in his/her file. The staff member shall be shown any items placed into his/her personnel file. The staff member shall initial/sign the item prior to the filing indicating that he/she has seen the document. The initialing by the employee does not indicate concurrence with the contents of the document. No anonymous materials shall be placed in any personnel file. Deletion of material from the file may be done at the mutual consent of the Superintendent and the employee.

The staff member shall be notified if an individual other than a Benton-Carroll-Salem administrator requests to review and/or receive copies of his/her personnel file.

Materials in the employee's personnel file shall be accurate, relevant, timely, and complete (ORC 1347.05).

ARTICLE VI – WORKING CONDITIONS

A. Class Size/Class Assistants

The Board recognizes the importance of class size and equalization of grade levels

In grades 4, 5, and 6 every effort will be made to maintain a daily work load of no more than 150 students per teacher in the core subject areas. Core subject areas shall include Math, Language Arts, Reading, Social Studies and Science. If through the normal scheduling process it becomes impractical to attain a work load of 150 students per teacher, per day, a building committee of middle school staff members (chosen by the building principal and building representative) shall be formed to review the current staffing levels and assignments within the building. The committee will make recommendations to the principal regarding optional scheduling approaches that may be used within the building to achieve the 150 students, per teacher, per day goal.

1. A minimum number of classroom assistants, which may not include special education assistants will be assigned. The Board intends to maintain twelve (12) classroom assistants at the K-6 building.

2. In grades K-3 every effort will be made to maintain class size of 25 students. In the event a class size exceeds this, the Superintendent, building administrator and co-presidents will sit down to discuss a reasonable solution.

3. The Board shall assign classroom assistants and be in compliance with all class size ratios within the "Operating Standards for Ohio Schools Serving Children With Disabilities." Should an intervention specialist assigned within rule 3301-51 exceed the class size ratios, an assistant will be provided prior to any waivers being submitted by the superintendent.

4. For the sole purpose of assigning students to classes, Tier 3 students, as defined by the building principal, will count as two (2) students. This acknowledges the extra responsibilities involved in serving these students, but in no way would require the Board to add additional staff.

   The assignment of the assistant will be at the building administrator's discretion and should be equitable. The Board will provide a substitute aide when a prolonged absence of five or more days is evident.

B. Least Restrictive Environment

1. Advisory Committee

   Each school building may establish a Least Restrictive Environment Committee under the direction of the building principal or designee. The committee shall meet as needed (at least once per semester) to discuss concerns relating to least restrictive environment mandates.

   The committee shall make recommendations to the Director of Special Education and Superintendent concerning the same. The committee shall be advisory in nature.

   In addition, a teacher may also request a special meeting of the committee, in resolving problems that are related to including students with disabilities in the regular education classroom.

2. Written Work

   Bargaining unit members responsible for writing I.E.P.'s and other required paperwork may be given release time to work on said requirements at the discretion of the building principal.

3. Extra Training

   Additional in-service training shall be made available in conjunction with voluntary in-service opportunities for regular education teachers with students with I.E.P.'s.

4. Conformity to State/Federal Laws

   The Board recognizes and agrees that it will take any steps necessary in order to meet the requirements of Federal and State law that require that students with disabilities be educated in the least restrictive environment.

5. Staffing Meetings

All regular education teachers who will be providing instructional service for students on I.E.P.'s shall receive written notification of the schedule for staffing meetings. The teacher shall attend the meeting unless excused by the building principal.

6. Equalization

Attempts will be made to place special needs students equally throughout the classes in each building.

C. Minimum Standards

The Board and Association agree to abide by all other minimum standards of the Ohio Department of Education.

D. Work Day/Week/Year

1. Work Day

The regular workday shall consist of a consecutive 7 hours and 30 minutes commencing a maximum of 30 minutes and a minimum of 10 minutes both before and after the student contact day.

2. Lunch

A regular work day shall include a paid, duty free lunch period of not less than 30 consecutive minutes.

3. Travel/Prep Time

Adequate time, a minimum of fifteen (15) minutes, shall be scheduled for employees required to perform work at more than one site during the course of the workday.

4. Extra Activities

Any required work performed by the teacher outside the workday that is not expressly set forth in this section or related provisions of the contract will be voluntarily excluding the time to attend open houses and teachers' meetings. The building administration shall schedule no more than 1 regular teachers' meeting per month. These meetings will be no longer than 30 minutes. On the days of teacher meetings, the work day will be 8 hours. Reasonable notice of the meeting will be provided. Additional teachers' meetings may be called if an emergency (i.e. bomb threats, death of a student or staff member) or other building crisis develops as determined by the building principal. Additional "non-emergency" meetings may be called by the principal but will be held during the non-

instructional time at the beginning or end of the workday. The building principal may adjust the teacher workday to accommodate a staff meeting within the eight hour workday.

5. Work Week

The normal week shall begin a maximum of 30 minutes and a minimum of 10 minutes prior to student contact time on the first day of the week and shall end, whenever practical, at the conclusion of student contact time on Friday, or the last day prior to a vacation period. (This will often be determined by the time needed for student supervision related to busing).

Each employee's week shall include a minimum of 200 planning minutes per week and 240 minutes per week at the elementary during the student day unless otherwise mutually agreed upon by the building administrator and teacher. At least three of the planning periods shall not be less than 30 consecutive minutes and planning minutes will be on three out of five days each week.

6. Work Year

The work year will be defined as one-hundred eighty-four (184) workdays. The calendar will include:

1 Workday prior to school beginning
1 Checkout (work) day – 4 hours*
*If no sick or personal days are utilized the month of May, the employee will not be required to attend.
2 In-service days (See Appendix D)
Up to 2 days for Parent/Teacher Conferences
Up to 4 days for Waiver Days - Any waiver days scheduled will include two (2) hours of teacher work time.

E. School Calendar

The superintendent with the input of a B-C-S Teacher Committee (a maximum of four (4) members) will submit, to the employees, two (2) proposed school calendars for two (2) years on even years prior to November 1 for a vote to determine which calendar the employees prefer. The Board shall be informed of the employees' preference. The following are non-work days:

Labor Day
Wednesday before Thanksgiving
Friday after Thanksgiving
Christmas Day
New Year's Day

Martin Luther King Day
President's Day (may be used as a calamity day)
Spring break (minimum of 5 working days)
Friday before Easter
Monday after Easter
Memorial Day
The last day of school for students will be one half (1/2) of a regular school day in duration.

Make-up days may be scheduled if we have exceeded seven (7) calamity days.

Christmas Break will be a minimum of ten (10) calendar days in length.

The Board shall adopt a school year calendar. Should any change in the adopted calendar be made necessary, the Association shall be consulted before the Board makes its decision.

Achievement Day: The Board shall schedule one less in-session student day each school year (with the 175 student days scheduled during 2019—2020 school year serving as the baseline for number of student days) provided that the school district achieves in the top 15% of the State of Ohio on the Ohio Department of Education district rating as determined by the Superintendent. The scheduling of one less day will take place in the school year following the release of the report card. Achievement days will not be cumulative; and nothing in this provision will compel the Board to schedule less than 174 student attendance days.

F. Calamity Days

1. 3-hour delay
   In the event that there is a 3-hour delay, the school day will be extended for one (1) hour. Any teacher who has a scheduled appointment after school shall advise his/her building administrator at the beginning of the workday.

2. Four (4) days will be designated on the school calendar as make-up days that must be made up due to Calamity Days. Additional days may be needed.

3. The district and/or school will make up school days missed due to calamity beyond seven (7) days.

G. Professional Development

1. The Board will provide and/or schedule a minimum of 30 hours of professional development activities within the school district to permit employees to meet the twelve (12) hour requirement. The Board shall make every attempt to prepare and distribute a catalog of activities that will be available during the school year before September 1. The

Board may require attendance at up to three (3) hours of professional development activities deemed necessary for all employees to attend.

All earned hours must be documented using the form at Appendix D. For the purpose of calculating earned hours, the year shall begin May 16 and end May 15. Up to 3 hours may be carried over into the following year.

Employees who wish to attend other professional development activities not offered by the Board may do so subject to the following restrictions:

a. The program relates to the employee's subject area or approved Individual Professional Development Plan (IPDP); and the employee has received advance approval from the employee's assigned building principal.

b. The employee must bring evidence of completion of the activity and verification of the length of the program (e.g. certificate of completion or signature of presenter).

c. Employees are expected to fulfill the twelve (12) hour requirement. While the Board will maintain records' showing each employee's earned hours, it is each employee's responsibility to account for the time to ensure completion of the requirement. These hours will be granted for LPDC.

d. Failure to earn the twelve (12) hours will result in a corresponding loss of pay, to be deducted from the employee's final paycheck of the contract year. Similar adjustments in pay will be made in the event that a teacher leaves the district before May 15 without completing the requirement.

e. Hours shall be recorded through a district-maintained website

2. The Board will no longer accept credit or classes/courses from Idaho State University or any other out of state University offering professional development courses that are graduate level, non-degree credits representing 0.5 or fewer semester credit hours, as defined in Paragraph 4 below, for purposes of advancement/placement on the salary. Schedule and/or tuition reimbursement per Article XII(G), effective on or before October 10, 2025.

a. Bargaining unit members who have already registered and paid for class/courses with Idaho State University or any other out of state University offering professional development courses that are graduate level, non-degree credits representing 0.5 or fewer semester credit hours, as defined in Paragraph A below, for the Fall semester of 2025 must provide the Superintendent proof of enrollment dated prior to August 1, 2025, which shall include the date of enrollment and payment with identified course numbers, to have any such classes or courses approved for salary schedule advancement and/or tuition reimbursement. The approval will be for one half (1/2) credit hour for every one (1) credit hour earned.

b. Bargaining unit members who have advanced across the salary schedule effective on or before October 10, 2025, shall retain their salary schedule placement.

c. Effective as of October 10, 2025, for purposes of placement and advancement on the salary schedule, and regardless of the granting institution, one (1) semester credit hour shall be defined as being equivalent to thirty (30) contact or clock hours and shall be credited accordingly. Except as noted above in Paragraph 2, partial credit hours will not be given for fewer than thirty (30) contact or clock hours. When submitting the application for salary advancement and reimbursement, the bargaining unit member must provide proof that the educational institution grants one (1) semester credit hour for thirty (30) contact or clock hours.

H. Rocket Hours

All earned hours must be documented using the form in Appendix E. For the purpose of calculating earned hours, the year shall begin May 16 and end May 15.

Eight hours of professional responsibilities will be required of all association members.

a. Five hours or more must be completed outside of the contracted workday.
b. Up to three hours may be completed within the contracted workday.
c. No accumulated hours may be carried over to the next school year.
d. Clarification on how these hours may be earned is in Appendix E.
e. Hours shall be recorded through a district-maintained website

I. Absences

The Superintendent will develop guidelines for obtaining substitute teachers that will not involve the teacher contacting substitute teachers. If a teacher must be absent from school, the teacher will be responsible for using the on-line service designated by the Superintendent. In the event of an unplanned absence the morning of the teacher work day, the teacher will notify the building principal as well as using the online system.

J. Medication and Nursing Practices

A member of the bargaining unit shall not be required to dispense medication or perform treatment. Only a qualified staff member who has completed the necessary training may administer other treatment. No bargaining unit member shall be required to be trained.

K. Staff Handbook

Prior to making changes to the staff handbook, proposed changes will be discussed with the OHEA co-presidents.

ARTICLE VII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

The purpose of the local professional development committee will be to devise and operate an efficient system of review for the purpose of insuring that the coursework and/or other educational activities taken by certified/licensed personnel of the BCS school district meet the established guidelines for the renewal of a professional license or certificate. The LPDC (Local Professional Development Committee) shall establish the necessary guidelines for the purpose of reviewing professional development goals and/or activities for certification and license renewal for the BCS school district.

B. Representation

A five (5) member Professional Development Committee shall be established for the purpose of developing and implementing the guidelines and procedures necessary for the full implementation of the teacher licensure law. The committee shall be comprised of three (3) teachers and two (2) administrators. The teacher members shall volunteer or be appointed by the Co-presidents of the Association and the administrative members shall be appointed by the Superintendent. The term of office for each committee member shall be two years, unless mutually agreed upon by the Superintendent and OHEA Co-Presidents. In the event of a vacancy, the committee member shall be replaced for the remainder of the vacated term by the responsible appointed individual.

C. Responsibility

The committee's responsibility shall include, but not be limited to, approval of all Individual Professional Development Plans (IPDP's) for all certified/licensed employees who apply for license renewal, approval of all C.E.U.'s, coursework, workshops, in-service, or other professional educational activity that will be associated with the certificate and/or license renewal. IPDP's will not be used as part of the teacher evaluation process.

D. Selection of Chairperson

A chairperson shall be elected by a majority of the LPDC. The LPDC chair will be paid $650 per year by the BCS Board of Education.

A recorder/clerk will be provided by the Board. This person shall not be a voting member, but will maintain minutes of all meetings, and provide other support services to the LPDC. The individual shall report directly to the Superintendent.

E. Procedures

The LPDC will meet monthly during the regular school year. During the months of June, July and August the LPDC will meet on an as needed basis. Additional meetings may be scheduled as necessary.

A quorum, necessary to conduct LPDC business, shall consist of no less than two (2) members appointed by the Co-presidents and one (1) member appointed by the Superintendent.

The minutes of preceding meetings shall be approved at each meeting.

A simple majority of the LPDC members present at the meeting must agree upon any proposal for it to be adopted.

The committee members appointed by the teacher's Association of the Local Professional Development committee shall receive release time from their teaching duties or they shall be paid, by the BCS Board of Education, $200 per year for committee member for the time that they spend in attendance at authorized LPDC meetings.

The Board shall provide for and/or pay all costs directly related to the implementation and operation of the LPDC. These expenses may include, but not be limited to, copying cost, office supplies, training needs of committee members, and postage. Approval for all expenditures must be made in advance through the normal purchase order process.

F. Appeals and Approvals

Reviewed IPDP's (Individual Professional Development Plan) and/or course/activity proposals are to be returned to the teacher/administrator within 5 working days of the review.

If the teacher/administrator desires to appeal the decision of the LPDC, a written appeal shall be submitted to the LPDC chairperson within 10 working days of receiving knowledge of the denial of an IPDP or credit proposal. The written appeal and/or an oral presentation will be considered at the next regularly scheduled meeting of the LPDC.

If the proposal is still denied, the applicant may request a binding decision rendered by a three (3) person mediation team chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Appointment of the full mediation team must occur within ten (10) working days of receipt of the appeal. Members of the mediation team must hold a current Ohio Department of Education Certificate or License. If a third person cannot be mutually agreed upon, the LPDC will appoint the third mediator within ten (10) working days. The mediation panel will render a decision within ten (10) working days following the appointment of the third mediator. The decision of the mediators shall be final and is not subject to the grievance procedure of this collective bargaining agreement.

If an administrator elects to appeal a decision of the LPDC, the administrator shall have the right to file any appeal directly to the Superintendent. The decision of the Superintendent shall be final and binding. If the State Board of Education establishes rules and regulations pertaining to a state appeal process for administrators, the local administrators must bypass the Superintendent and appeal at the state level.

G. Policy

Activities which are part of one's regular job duties including paid supplemental duties shall not be considered for CEU credit. This would include, but not be limited to the following activities: IEP conferences, Parent/Teacher Meetings, curriculum development, lesson plan development, open houses, coaching workshops or clinics, and/or regular scheduled teacher workdays. Professional day activities and/or other in-service opportunities that are paid for by the school district may be considered for CEU credit depending upon content. Professional day requests submitted to the superintendent's office for approval should not be considered a request for LPDC credit consideration. Professional day, coursework or in-service activities may be approved by the LPDC prior to attendance to be eligible for credit. If a staff member has any doubt about the content of the professional/in-service activity being counted for CEU credit by the LPDC, she/he should seek pre-approval on the designated LPDC form.

It is the responsibility of every BCS certificated/licensed employee to monitor the expiration date(s) of his/her certificates/licenses as well as maintain accurate documentation and records of their professional development activities. It is the responsibility of the teacher to verify that the courses being approved is a course from an accredited university or college.

The LPDC will not be responsible for the failure of an employee to maintain the necessary professional certificate or license.

New employees to the district, who have been employed in another school district, will be required to submit their record of all professional development committee-approved coursework and/or CEU credit from the prior school district for review by the LPDC. All coursework and/or CEU credit that meets local guidelines shall be approved by the LPDC and that employee shall be given credit for those professional activities. The decision of the LPDC will be final as it relates to all transfer credit.

All minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of the LPDC, should such indemnification be permissible under the school district's liability plan.

If at any time during the course of this agreement the concept of Local Professional Development Committees, as established by O.R.C. Section 3319.22, is abolished or modified by legislative action or by administrative rules, this section of the collective bargaining agreement will be deleted or modified to reflect the changes.

H. Teacher Mentor Program

A mandatory two-year program for full-time resident educators shall be implemented. The Entry Year Program shall include both a formal program of support, including mentoring, to foster the professional growth of the individual teacher. The length of the program shall be two academic years, which shall include at least one hundred twenty (120) workdays and will conclude at the end of the second school year.

The Teacher Mentor shall provide professional guidance and support to new the profession. Teachers who are new to the district may also be assigned a mentor.

All teachers with a two-year Provisional License or a two-year Resident Educator License and zero (0) years of teaching experience employed by Benton-Carroll-Salem Schools are required to participate in an entry-level mentoring program. As part of the entry year program, Mentors will be assigned to provide professional support. All teachers new to the B-C-S with one (1) years of teaching experience will be assigned a Mentor. All teachers new to the B-C-S with two (2) years of teaching experience may be assigned a Mentor.

1. Selection Criteria for Mentors
    a. Mentors shall be experienced classroom teachers, preferably with a minimum of three (3) consecutive years of teaching experience within the District and high levels of content knowledge, classroom management skills, and interpersonal communications skills.
    b. When possible, the Mentor and Mentee will have similar licensure.
    c. The Building Principal shall, upon consideration of the recommendations of the Lead Mentor and Superintendent, select and assign Mentors.

2. Mentor Role –
    a. When possible, no Mentor will be assigned two (2) mentees.
    b. Mentors will be compensated $450.00/mentee.
    c. Additional release time may be granted at the Superintendent's discretion.
    d. The agreement for mentors/mentees shall be in effect for one (1) school year. A Mentor may apply for the position in subsequent school years.
    e. Up to two (2) meetings may be scheduled per year to discuss the mentoring process.
    f. Mentors shall not participate in the evaluation of the mentee.
    g. Mentors will confirm the completion of the entry-level mentoring program activities for teachers who holds a two-year Resident Educator License.

3. Lead Mentor Eligibility Criteria
    a. Have at least three (3) years of teaching experience in the Benton-Carroll-Salem Local School District; and
    b. Hold follow-up meetings with assigned mentee(s);
    c. Attend a district orientation meeting

d. Work collaboratively with the Superintendent designee in the implementation of the mentor program.
e. The Lead Mentor shall not participate in the evaluation of any mentee.
f. At the end of each applicable academic year, the Lead Mentor will verify the completion of the entry-level mentoring program activities for teachers who hold a two-year Resident Educator License.
f. The position of Lead Mentor shall be posted according to district policy.
g. The Lead Mentor will be paid 500.00 for the Lead Mentor role.
h. The Lead Mentor will have an additional assignment as a mentor of no more than one (1) mentee per school year. The Lead Mentor will be paid 450.00 for a mentee.
i. The contract for Lead Mentor shall be in effect for one school year. A Lead Mentor may apply for the position in subsequent school years.

4. If all parties involved in the Mentor/Mentee relationship agree that a reassignment of mentors is necessary, the concern will be reviewed by the Building Principal. Upon consideration of the recommendations of the Lead Mentor, the Mentor appointment may end. In that event, the Mentor shall be compensated at a prorated amount he or she has served. An alternate Mentor shall be assigned by the Building Principal/Lead Mentor if the mentee is in the first 2 (two) years of the Resident Educator Program. The Superintendent will intervene in any conflicts not resolved by this procedure.

6. All applicable provisions in the Master Agreement relating to teacher evaluation and non-renewal of contracts have been followed. Notwithstanding ORC 3319.11 and all other applicable provisions of this contract relating to teacher evaluation and non-renewal of contracts.

ARTICLE VIII – ASSIGNMENTS/VACANCIES/TEACHER TRANSFERS

A. Assignment

Any proposed assignment change for the next school year will be discussed by the principal and the staff member prior to the end of the school year or as soon as possible. A staff member reassigned after the last workday shall be granted, upon request, a conference with the principal to discuss the assignment.

A reassignment of a staff member to a position not held by that individual for a period of five or more years entitles that member to a mentor, if he/she so requests. In addition, if it is mutually agreed that additional training is necessary to successfully implement the reassignment that training shall be paid for by the Board of Education.

B. Transfers

Transfers may be made at the request of the bargaining unit member, or upon the initiative of the Superintendent or principal.

Voluntary Transfers

Transfers may be made at the request of the bargaining unit member. Employee requests for transfer must be made in writing within five (5) days within the posting of a vacancy. Late requests may be considered by the Superintendent. If more than one person applies, the transfer will be based on the following: licensure and employment performance. Under Section 3319.111 of the Ohio Revised Code, seniority cannot be the primary basis for retaining, reducing, or rehiring teachers, except when comparing teachers with similar performance evaluations.

Involuntary Transfers

An involuntary transfer will occur if no certified member applies for a vacancy. If a bargaining unit member is to be involuntarily transferred to a different building or to a different grade level, or to a different department, the Administration shall meet with the teacher. Transfers will be made on the basis of the following major factors: licensure, and employment performance. Under Section 3319.111 of the Ohio Revised Code, seniority cannot be the primary basis for retaining, reducing, or rehiring teachers, except when comparing teachers with similar performance evaluations.

C. Vacancies

1. A vacancy shall be any position newly created or any position vacated by reason of retirement, resignation, death, leave, transfer, suspension and/or termination. The Board shall have the discretion to determine whether or not to fill a vacancy. Vacancies in teaching or supplemental positions will be emailed to all members.

   Interested teachers shall make application for the position within five (5) days of the posting. Late requests may be considered by the Superintendent. Major factors to be considered in filling voluntary transfers shall be: licensure and employment performance. Under Section 3319.111 of the Ohio Revised Code, seniority cannot be the primary basis for retaining, reducing, or rehiring teachers, except when comparing teachers with similar performance evaluations.

2. Building Closure/District Reorganization

   When a building is closed or classes are moved to another building because of District reorganization, the following procedure will apply:

a. Bargaining unit members affected by a building closure or District reorganization shall be informed of such facts within ten (10) teacher work days following the Board action. Such notice shall include all bargaining unit positions that are vacated, the location and the required certification. The choice of positions is limited to vacant positions that are open.

b. Only affected bargaining unit members shall apply for the position(s). The application shall include the building location of the position(s) the unit member desires stating the order of preference. Transfers may be based on licensure, and employment performance. Under Section 3319.111 of the Ohio Revised Code, seniority cannot be the primary basis for retaining, reducing, or rehiring teachers, except when comparing teachers with similar performance evaluations.

ARTICLE IX – REDUCTION IN FORCE (RIF)

If the Board determines it necessary to reduce the number of bargaining unit positions, a committee comprised of members of the Board of Education, the Oak Harbor Educational Association, and the administration will convene to review the reasons for planned RIF and to address the details of the reduction in force. The outcome of these meetings will be a recommendation to the Board of Education on how to implement the RIF procedures.

A. Reasons

RIF may occur for the following reasons:

1. Decrease of 10% in overall pupil enrollment over 2 consecutive years. A decrease of 15% in overall grade level enrollment in K-5 or a 15% reduction in enrollment over 2 consecutive years in a program area grades 6-12.

2. Suspension of schools or territorial changes.

3. Return to duty of a teacher from a leave of absence, or disability.

4. Financial reasons (a 10% reduction of the total General Fund revenues from what General Fund Revenue was previous fiscal year.) or three (3) consecutive years of deficit spending (excluding all transfers)

To the extent possible, the number of teachers to be affected by the reduction shall be kept to a minimum by utilizing the following methods:
Not employing replacements for teachers who will retire, resign, or take an approved leave.

Non-renewing employees in the last year of their contract who would not otherwise be asked to return in accordance with other provisions of this Agreement.

These provisions shall also apply to limited supplemental contracts, however nothing contained herein shall require the Board to fill a vacancy.

A RIF may only occur at the end of the school year.

B. Reduction Other Than By Attrition

To the extent that reductions under "A" above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification/licensure shall be the exclusive criteria in determining such layoffs.
Layoffs shall be on the basis of last hire, first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification/licensure have been laid off.

A teacher, whose contract is suspended pursuant to these provisions, may displace a more junior teacher in another area of certification, providing the following provisions are fulfilled:

1. The area of certification/licensure in question is properly on file in the Superintendent's office at least 30 days prior to the date the Board acts on the suspension of teaching contracts. Exceptions to this rule may be granted by the Superintendent.

2. Any teacher who has been laid off shall have his/her name placed on a recall list.

C. Seniority – refer to Article V Section C

D. Procedures

1. The Association president shall be notified in writing of an intended RIF at least 45 days prior to the date the Board acts to suspend teaching contracts.

2. Each affected teacher shall receive notification of intent to suspend his/her contract at least two days prior to the date of Board action to suspend teaching contracts to implement a RIF and his/her placement on the recall list. The notification shall include the reasons for the reduction in the positions: the position(s) to be reduced: the names(s) of the employees to be affected; the projected date of the Board's action to implement the suspension of teacher's contracts; a list of proposed financial cuts within the district's budget; and the projected effective date of the suspensions of the teachers' contracts.

E. Recall

1. Teachers on the Reduction-In-Force list shall be returned to active employment to fill vacancies in reverse order or reduction for any position that becomes available for which they are or have become certified/licensed before any permanent teacher, full or part-time, or substitute is hired.

2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

   Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address or addition to his/her certification.

3. A teacher on the recall list shall have the right to refuse or accept a position when it is offered. If the teacher refuses a position, then the offer of the position shall go to the next certified/licensed teacher on the recall list. If a teacher refuses a position, his/her name shall be re-entered at the bottom of the list. A teacher's name shall be removed from the recall list as follows:

   a. He/she waives their right to recall or resigns.

   b. He/she fails to respond to an offered position for which they are certified/licensed within seven (7) days of the official notification (certified mail to last known address).

   c. He/she fails to report to work within ten (10) days of acknowledgment of the official notification unless sick or injured.

4. A non-tenured teacher's name shall remain on the Reduction In Force list for twenty-nine (29) months following the date he/she is first placed on the list.

   A tenured teacher's name shall be removed only if he/she requests such removal.

5. A recalled teacher shall be entitled to the same level of seniority, total sick leave accumulation, and placement on salary schedule (adjusted as a result of additional course work and/or teaching elsewhere in interim).

F. Other

1. The suspension of teachers' contracts to effect a reduction-in-force shall occur prior to June 30th.

2. The personnel records and all future references of those employees reduced in force shall clearly indicate that such action was due to a reduction-in-force and was not due to unsatisfactory performance.

ARTICLE X – LEAVES

A. Sick Leave

Employees may accumulate sick leave at the rate of 1-1/4 days per month up to 15 days per year. A total of 325 days may be accumulated and the unused sick leave is transferable within the State of Ohio. Employees transferring to the Benton-Carroll-Salem Schools will submit a statement of sick leave credit signed by the treasurer or Superintendent of schools. New employees will be granted 5 days sick leave in advance which will be a part of the 15 days that may be accumulated for the year. Additional days may be granted by the Superintendent.

Proper Use of Sick Leave:

1. For personal illness, injury, or exposure to a contagious disease which is communicable to others. If requested, the employee must furnish a statement of care from a doctor beginning with the third successive day of absence.

2. For illness in the immediate family. If necessary, an employee may use sick leave for illness in the immediate family. "Immediate family" is defined to include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandparent, grandchild, or any other relative living under the same roof.

3. An employee may use 5 days for each death in the immediate family. A maximum of 2 days may be approved annually for a death other than in the immediate family. Additional time may be granted to the above when necessary.

4. Pregnancy, childbirth and related medical conditions may not be treated any differently from other equally disabling physical conditions or illnesses for the purpose of granting sick leave.

5. Special situations not covered in this policy will be presented by the principal to the Superintendent for a decision.

6. Sick leave may be utilized in quarter-day increments at the administrator's discretion as long as the ability to cover the position is completed within the building and not the retention of a substitute.

    a. One quarter day is defined as: Less than 2 hours
    b. One half day is defined as: 2 hours or more and less than 4 hours
    c. One full day is defined as: Greater than 4 hours

B. Improper Use of Sick Leave/Patterns of Absences:

If the supervisor suspects an improper use of sick leave, the following procedure may be implemented.

1. The supervisor will provide a documented notice to the employee stating an improper use of absence and give them an opportunity for rebuttal.
2. If the pattern continues, official documentation may be required by the employee.
3. The supervisor will meet with the employee regarding the concern and the employee may be subject to disciplinary action.

The filing of any willfully false statement by a bargaining unit member shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including dismissal as provided in Section 3319.16 O.R.C.

Advancement of Sick Leave:

In the event a bargaining unit member has exhausted all sick leave, up to 5 sick days may be advanced as a means to take bereavement.

C. Absent Without Leave (Dock Days)

The Board discourages the use of dock days (days on which the employee is absent, but has no authorized leave for the day). In the event an employee is absent without leave (dock day), his/her pay will be reduced by the following:

1. An amount equal to his/her per diem if under 5 consecutive days
2. An amount equal to his/her per diem if over 5 consecutive days, and an amount equal to the cost to the Board to maintain the employee's benefits for the days on which the employee provided no services and was not on authorized leave.

D. Personal Day Conversion

An employee may exchange ten (10) sick days for one (1) personal day. This may happen only one (1) time per year. Employees must have 150 sick days at the time of the request. Requests for use of a Conversion Day shall be presented to the superintendent at least three (3), preferably five (5) days prior, when possible. The day must be used and is not able to be carried over, or added back to sick time.

E. Catastrophic Leave

The purpose of this program is to allow individual employees to donate up to a maximum of twelve (12) of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury or to an individual whose immediate family member (spouse or child) has experienced a catastrophic injury.

Guidelines for Donation of Sick Leave

1. Sick leave will be deducted from the current total accumulation of the donor.
2. Donors may donate any number of days up to a total of twelve (12) days to this Catastrophic Sick Leave Donation Program.
3. Names of donors to the Catastrophic Sick Leave Donation Program will be kept confidential.
4. Unused catastrophic leave days will remain with the recipient.
5. Catastrophic Sick Leave programs will be established only to meet a specific request.
6. So that it will be of no cost to the District the ratio of four (4) days donated equals one (1) day to a recipient.
7. Donations will not affect attendance incentive.
8. Any BCS employee may contribute up to 3 sick days to any other BCS employee.

Request for catastrophic sick leave:

1. The request will be considered and granted only if there are days donated by fellow employees to this program.
2. The number of days granted cannot exceed the number of days that have been donated.

Forms for request and donations are attached as Appendix B.

F. Personal Leave

1. Each school year an employee shall be granted up to three (3) days of personal leave, with no loss of compensation, when it is necessary to be absent from work for reasons not covered by any other type of leave.

2. Requests for personal leave shall be submitted to the building principal upon the proper form and submitted at least five (5) days prior to (except in extenuating circumstances) the leave.

3. All leave shall be granted subject to the conditions contained herein, any of which may be waived by the Superintendent on request and on a case-by-case basis:

   a. Leaves may not be used to extend holidays or breaks as posted on the school calendar.

   b. August through April a maximum of ten (10) employees per day will be granted personal leave. After May 1st, a maximum of seven (7) employees per day will be granted personal leave. Personal leave will be granted on a first come, first served basis.

   c. Personal leave shall not be approved for the first ten (10) or last ten (10) days of school, unless the bargaining unit member secures a substitute.

4. The employee's signature upon the application is his/her certification that the leave is not in violation of the conditions for leave as noted in 3 a and b.

5. **Exceptions to any conditions concerning personal leave can only be granted by the Superintendent.**

   The Superintendent's decision concerning exceptions to conditions are final and not subject to the grievance process.

6. If there is substantial reason for the principal or Superintendent to believe the conditions have been violated, the employee shall meet with the principal or Superintendent to discuss the reason(s). The employee may be represented at the meeting with the principal or Superintendent. Violation of the policy may result in loss of pay equal to the number of days misused. The continued misuse of personal leave will be grounds for termination.

7. Unused Personal Days

   Bargaining unit members will provide notice to the treasurer of intent of unused personal days using any combination of the following options by June 30th. Failure of notification will convert personal days using the following guidelines:

   Option 1 (Default): 5 personal days may be accumulated by the employee. Any unused personal days will be carried over (up to 2 per year) and the remainder will be converted to sick days or paid out for the current school year.

   Option 2:
   1 personal day = 1 sick day
   2 personal days = 2 sick day
   3 personal days = 3 sick days
   4 personal days= 4 sick days
   5 personal days=5 sick days

   Option 3: Unused personal days can be paid out at the end of each school year at the current substitute teacher rate of pay established by the BCS Board of Education.
   Every day granted for emergency leave, will reduce the number of personal days used for calculating this conversion.

G. Professional Leave

Professional leave shall be defined as days used to help the teacher improve his/her own current area of instruction (seminars, workshops, professional organization meetings, classroom visitations, departmental meetings, etc.) or extracurricular responsibilities. Employees with a supplemental contract are advised to review the Administrative Policy.

1. Requests shall be made on the proper form at least two (2) weeks prior to the registration deadline. They shall be directed through the principal to the Superintendent. Late requests may be considered by the Superintendent at his/her discretion.

2. If approved, the teacher shall be reimbursed for expenses in accordance with the Administrative Policy. Evidence of attendance must be provided. Examples of include, but are not limited to, certification of attendance, a handout, an agenda, etc.

3. Leave shall be granted subject to the following conditions:

    a. Professional leave may not be used where other leaves apply.

    b. Professional leave does not apply to field trips or contests involving B-C-S students.

        1. Professional leave may not apply toward in-service days, county curriculum meetings or principal's meetings.

H. Parental and Family Leave

Parental Leave shall be granted to a teacher without pay for the purpose(s) of childbearing, child-rearing, adoption, and/or foster care subject to the following conditions:

1. He/she shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which that teacher desires his/her leave to commence. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption or foster care, the teacher shall notify the Superintendent that placement of a child (children) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the teacher has knowledge of such placement. If the teacher has no prior knowledge of the placement, notice shall be given as soon as possible. Such leave shall commence on the date requested by the teacher, or in the case of adoption or foster care, when he/she receives custody of the child (children).

2. The length of the parental leave shall be no longer than the remainder of the semester in which it is granted plus one full semester. In the case of where a baby is born during the summer, the teacher shall be entitled to the next two full semesters as leave. Return to work must start on the first teacher workday of a semester (semester includes the start of a school year).

3. If a teacher is out for the first semester and intends to return in the second semester, he/she shall notify the Superintendent no less than thirty (30) calendar days in advance of his/her intent to return from such leave period. If he/she is out in the second semester and intends to return next school year, he/she shall notify the Superintendent prior to February 1st.

4. Teachers may use their accrued sick leave (up to 60 days) before applying for parental leave. If a teacher has less than 60 days accrued sick leave, they shall be eligible for a continuation of their current health benefits, if they are enrolled at the time of application, for up to 60 days maximum (total of sick leave and parental leave). After 60 days of sick leave, or 60 days combination of sick leave and parental leave, health benefits may be continued at the teacher's expense for the remainder of the leave.
5. If both parents are employed by the district, the combined amount of leave for both persons shall not exceed that which would be granted one person.
6. The teacher shall return to his/her former position, if possible. If not possible, the Superintendent will supply an oral explanation.

Family Leave (unpaid) shall be available to employees that work more than 1249 hours per year and have worked in the district at least twelve (12) months prior to application.

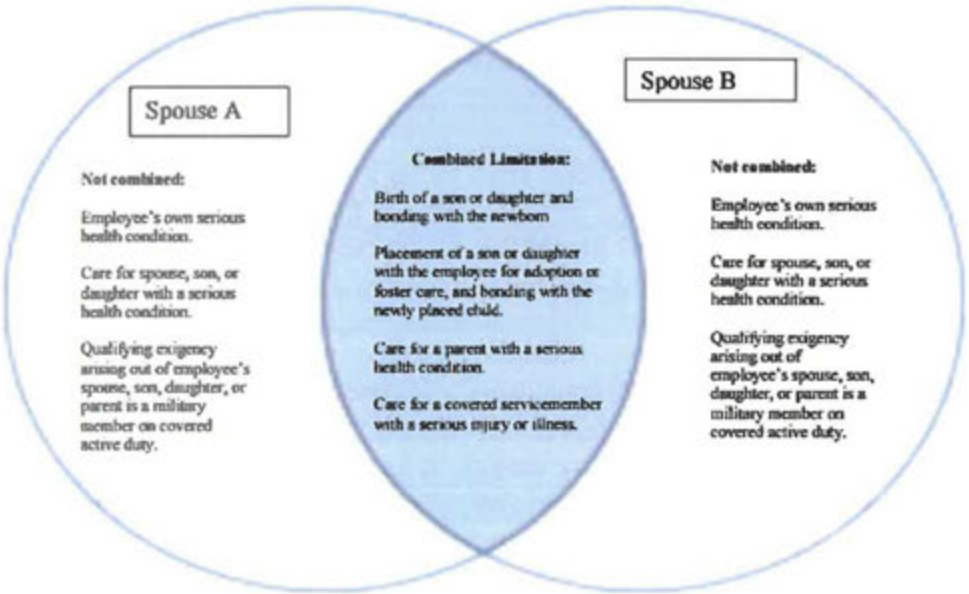
1. Up to twelve (12) weeks of unpaid leave is available in the following two situations:

   a. Illness of an employee's spouse, parent or child
   b. Employee's own illness

2. Teachers are required to use all of their accrued sick leave before applying for Family Leave.

3. Teachers shall be eligible for a continuation of their current health benefits, if they are enrolled at the time of the leave, for up to twelve (12) weeks.

4. If both parents are employed by the district, the combined amount of family leave for both persons for family illness shall be limited to twelve (12) weeks.



5. The employee must supply a timely certification from his/her family health care provider regarding: 1) the date the condition began, 2) how long it lasted, 3) the necessity of leave and, 4) the employee's inability to perform the job function. If doubt exists, the school may, at its own expense, ask a second and third health care provider to provide certification.

6. As a general rule, employees have the right to be restored to their previous job or an equivalent position upon their return to work.

7. If an instructional employee, who has used all of his/her accrued sick leave, seeks intermittent leave for his/her own illness or the illness of a family member, and the requested leave would constitute at least 20 percent of the total number of working days during the school year, the school district may require the employee to take the leave in a block or transfer to an available alternative position. The alternative position must be equivalent in pay, one for which the employee is qualified, and which better accommodates the employee's wish to take the leave on an intermittent basis.

F. Emergency Leave

In the event of a natural disaster (fire, flood or tornado) to the teacher's residence, or personal emergency, the Superintendent at his/her discretion may grant an emergency leave. The number of days to be approved by the Superintendent will be with pay and be deducted from sick leave or personal leave. For the purpose of unused personal day conversion an automatic deduction of the amount of days will affect the personal day conversion (Art. XI.B.7).

G. Jury Duty

All school employees are encouraged to serve as members of a jury when the situation arises. Full compensation will be paid and a substitute will be provided when necessary.

In compliance with State law compensation, earned as a juror, except meal and travel allowances, will be remitted to the Board.

H. Sabbatical Leave

Upon written application, made not later than February 1 of any school year, unless waived by the Superintendent, and with the approval of the Superintendent and Board, not more than two (2) percent of the district's full-time teachers may be granted one year unpaid sabbatical leave for the following school year. All applications shall be reviewed by a joint committee of the Association and Board representatives. Each party shall have two (2) members on the committee. Teachers requesting sabbatical leave shall submit a detailed plan for use of the leave to this committee. Final decision to approve or disapprove the leave shall rest with the Board.

The committee shall consider and make recommendation to the Board based on:

1. Proposed program of the applicant as it relates to graduate study, educational travel, writing or research.

2. The value of the proposed program to the district, its students and the applicant.

3. The applicant's length of service to the district. No consideration will be given unless a teacher has at least five years' experience in the district.

4. Other reasons which seem relevant to the committee.

Teachers approved for leave shall be notified before May 1st. Leave shall be from July 1st to the following June 30th.

Teachers approved for this leave shall have their contract extended for one additional year, if necessary.

Teachers approved for this leave shall have the option to continue participation in the district's insurance program at their own expense during the term of the leave.

Teachers granted leave will make a report to the superintendent within sixty (60) days after returning to school from this leave.

Notification must be made to the Superintendent by February 1 as to the intent of return employment.

ORC 3319.131 makes the following restrictions: military service or leave may not be counted to compute five years of eligibility retirement; no leave to a teacher more often than once for each five years of teaching service, and no second leave to an individual if other teachers have applied for such leave.

I. Association Leave

The Association shall be granted two (2) days of association leave per year with an additional day in the final year of the contract. Additionally, the Association is entitled to a representative to the insurance consortium meetings. This leave will not be charged to any leave provision.

J. Deduct Days

Deduct days may be granted solely at the discretion of the Superintendent. His/her decision will be final and not subject to the grievance procedure contained in this document.

All requests for deduct days shall be submitted at least three (3) days in advance of the days requested unless in an emergency situation.

K. Assault Leave

The Board will provide up to twenty-five (25) days Assault Leave for a teacher who is absent due to a physical disability if verified by a physician or a court appearance resulting from an assault on the teacher which occurs in the course of the teacher's employment by the Board. The period of Assault Leave may be extended up to an additional ten (10) days by the Superintendent upon certification by a licensed physician that such additional time is necessary for the teacher's return to duty. The teacher will remain on full pay status during the period of any such absence under the following provisions:

1. The teacher, upon return to work, who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.

2. A certificate from a licensed physician stating the nature of the disability and its duration and certifying that it is a direct result of the assault shall be required before assault leave can be approved for payment.

3. Assault leave granted under this article shall not be charged as sick leave earned or earnable.

4. The teacher will cooperate fully in any legal or disciplinary action taken by the Board or civil authorities. Subject to the procedures of the court as requested, the Superintendent or designee shall accompany and provide assistance to an assaulted teacher at related criminal court appearances.

5. No teacher who applies and receives Ohio Workers' Compensation and/or disability retirement shall be eligible for assault leave days.

6. At the Superintendent's discretion, additional days for court appearance shall be granted.

Teachers shall request use of leave on forms provided by the Board and shall certify the information provided it is true and accurate. Form can be found in Appendix B.

Absence due to court appearances resulting from an assault shall be chargeable to assault leave.

The member assaulted agrees to cooperate fully with police and the Administration in any investigation of an alleged assault unless otherwise advised by his/her legal counsel.

L. Military Leave

1. Compensation

   a. A teacher who is a member of the Ohio National Guard, Ohio Naval Militia, or Military Reserve shall be granted a paid leave of absence for up to thirty-one (31) days during each contract year. This leave will be granted only in the event that the teacher is called into active service.

b. A teacher called into active service for a period in excess of thirty-one (31) days, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

(1) The difference between the permanent public employee's gross monthly wage or salary as a permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;

(2) Five Hundred Dollars.

This pay will continue for a period of up to five (5) years.

2. Reinstatement

a. A teacher returning from military leave shall be reemployed under the same type of contract as that which the teacher last held in such district, if the teacher applies to the board of education for reemployment in accordance with the "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4312. Upon such application, the teacher shall be reemployed at the first of the next school semester, if the application is made not less than thirty days prior to the first of the next school semester, in which case the teacher shall be reemployed the first of the following school semester, unless the board of education waives the requirement for the thirty-day period.

b. Seniority/Salary Placement

For purposes of seniority and placement on the salary schedule, up to five (5) years of absence due to military leave shall be counted as though the teacher's service had been performed in the District.

ARTICLE XI – SALARY AND INDEX

All certified/licensed staff covered by this contract shall be compensated based on the salary indexes that follow.

Base salary amounts for the term of this contract shall equal:

July 1, 2026 – June 30, 2026, the base shall be $43,591
July 1, 2027 – June 30, 2028, the base shall be $44,463
July 1, 2028 – June 30, 2029, the base shall be $45,352

Salary Index

STEP	Bachelor's	Bachelor's +15	Master's	Masters + 15	Masters + 30
0	1	1.06	1.15	1.18	1.21
1	1.06	1.101	1.197	1.227	1.257
2	1.095	1.136	1.232	1.262	1.292
3	1.125	1.166	1.262	1.292	1.322
4	1.155	1.196	1.292	1.322	1.352
5	1.185	1.226	1.322	1.352	1.382
6	1.225	1.266	1.362	1.392	1.422
7	1.255	1.296	1.402	1.432	1.462
8	1.285	1.326	1.442	1.472	1.502
9	1.315	1.366	1.522	1.552	1.582
10	1.405	1.456	1.622	1.652	1.682
11	1.435	1.486	1.652	1.682	1.722
12	1.465	1.516	1.682	1.712	1.762
13	1.495	1.546	1.722	1.752	1.802
14	1.525	1.556	1.732	1.762	1.812
15	1.535	1.566	1.742	1.772	1.822
16	1.545	1.576	1.752	1.782	1.832
17	1.555	1.586	1.762	1.792	1.842
18	1.565	1.596	1.772	1.802	1.852
19	1.575	1.606	1.782	1.812	1.862
20	1.585	1.626	1.812	1.842	1.882
21	1.595	1.646	1.832	1.862	1.902
22	1.625	1.676	1.862	1.892	1.932
23	1.665	1.716	1.902	1.932	1.972
24	1.695	1.746	1.932	1.962	2.002
25	1.725	1.776	1.962	1.992	2.032
26	1.735	1.786	1.992	2.022	2.062
27	1.745	1.796	2.022	2.052	2.092
28	1.755	1.806	2.052	2.082	2.122
29	1.765	1.816	2.082	2.112	2.152
30	1.775	1.826	2.092	2.122	2.162
31	1.785	1.836	2.094	2.13	2.172
32	1.825	1.876	2.13	2.16	2.212

For purposes of determining placement on the salary schedule:

(90 semester hours – 135 quarter hours)
(150 semester hours = 225 quarter hours)
(15 semester hours = 22.5 quarter hours)
(30 semester hours = 45 quarter hours)

Salary Index Placement: The following rules will be used for appropriate placement on the new salary index upon ratification of the contract.

1. **Hired after 2013/2014: placed on the appropriate step and education level based on the 2025/2026 school year index.**

2. **Hired before 2013/1014:**

   a. **Column placement based on education level.**

   b. **Row placement is based on the closest index multiplier for the 2026/2027 Salary index without going backwards on the multiplier (compared to Salary Index A in previous contracts).**

   c. **Step will advance yearly from the point of placement.**

Placement on the salary schedule shall be done by the Superintendent who shall place employees on the salary schedule commensurate with their training and experience. Anyone with a Bachelor's +150 will be discussed between the Treasurer, superintendent and OHEA on where they will be placed on the salary schedule.

Training, experience, and certification must be verified and on file in the Board Office prior to a change in placement. It shall be the employee's responsibility to see that a certified copy of all transcripts is on file to justify movement on the salary schedule. If the transcript is received by September 15, pay change is effective the first workday for total days in contract.

Transcripts reflecting a change in index placement will be applied within 30 days. Only transcripts will be accepted.

1. A maximum of ten years teaching experience, including military service will be allowed. (Eight months of continuous military service can be counted as a full year.) Full credit up to five years of military service will be the maximum granted. 120 full days under contract within a regular school year constitutes a year's teaching experience.

2. Credit for the Bachelors + 11 Semester Hours category, Bachelors + 15 Semester Hours and Bachelors + 22 Semester Hours category must be earned after the date of and beyond the Bachelors Degree. Credit for the Masters + 15 Semester Hours category must be earned after the date of and beyond the Masters Degree. Courses must be in the employee's field(s) of teaching, or related to professional education courses, or be taken in furtherance of acquiring another area of certification in an education-related area. Credit for the Master's + 30 semester hour category shall be restricted to fifteen (15) graduate level hours beyond the Master's + 15 column in the applicant's teaching field.

C. Payroll Deductions

The Board shall provide payroll deduction(s) at no charge for the following items:

Taxes (payroll tax only), each paycheck

Annual or Continuing Association Dues/Fair Share Fee, fourteen (14) consecutive paychecks (excluding third pays of the month) beginning with the first paycheck in November

Credit Union, each paycheck

Medical Insurances, first two paychecks per month

State Teachers Retirement System, each paycheck

Disability Income Insurance, first two paychecks per month

United Way, first paycheck per month

B-C-S Education Foundation

Annuities/Individual Retirement Accounts, first two paychecks per month, changes/additions can be made as per second paragraph below

Educational Political Contributions, second paycheck

Ohio Tuition Trust Authority

The payroll deduction(s) of the above items, when optional on the part of the member, can be initiated upon written request of that member and shall remain in effect until written cancellation is received by the Board Treasurer, or for the specific amount of time stated in the authorization.

Each member may request payroll deduction(s) at any time. Any change or new deduction will be implemented in a timely fashion, not to exceed the second payroll period following the request, granted all necessary information has been provided.
A new annuity company will need no less than three contributing members in order to qualify for payroll deductions.

D. Pay Plans

The Board agrees that the annual salaries set forth in this agreement shall be to pay employees in twenty-six (26) equal bi-weekly installments beginning in September with the exception of a 27 pay year. Payment shall be made by direct deposit for all employees. Paycheck stubs will be emailed to every employee.

In any fiscal year where there are twenty-seven (27) pay periods, the schedule will be adjusted to twenty-seven pay installments. Employees will be notified by email at the beginning of the contract year in the event there will be twenty-seven (27) pay periods.

E. Supplemental Contracts

1.Qualified employees may be eligible for a supplemental contract, provided that the duties of the positions do not conflict with the employee's regular teaching and/or /supervisory duties. Employees who are employed on a supplemental contract shall be compensated in accordance with this salary schedule in Article XI (H)

2.Supplemental duties shall be set forth in a limited- contracts for a term of one year. Notwithstanding ORC 3319.11 and ORC 3319.111, all supplemental contracts shall automatically expire on June 15 of the school year in which they were entered, or as otherwise stated in the supplemental contract, without prior notice or Board action. A supplemental contract will not expire if the Board, upon the recommendation of the Superintendent, takes action to renew the supplemental contract prior to June 15 of the school year in which it was entered.

3.Employees interested in receiving a supplemental contract to fill a vacant position shall notify the Administrator designated by the Superintendent. Supplemental contracts shall first be offered to licensed employees of the Board who the Board deems qualified for the vacant position. If no licensed employee of the Board is deemed qualified, the Board may offer the position to a licensed individual not employed by the Board, or a non-licensed individual, in accordance with Ohio law.

However, in accordance with ORC 3313.53, all individuals already employed under a supplemental or pupil activity contract position may be renewed by the Board without the posting of the position.

4.An employee offered a supplemental contract pursuant to this provision shall execute and return such contract to the treasurer within the timeframe established in the supplemental contract, but never more than twenty-one (21) days issuance of such contract. Failure to execute and return the contract within this timeframe shall constitute a rejection of the offer for employment. After execution and receipt of the contract by the treasurer, no person may resign after July 10 from such contract unless released by the Board. Any employee who does not wish to continue to perform their supplemental duties for the following school year shall notify the Superintendent on or before March 25 of the school year in which the supplemental contract was entered into, and will not thereafter be considered for renewal. Supplemental contract vacancies shall be posted and filled according to Article IX-C.

5.Posting/Duration
Supplemental contracts shall automatically be non-renewed each year. It will not be necessary for the Board of Education to issue notice of non-renewal or take Board action to renew or non-renew such a contract by the state deadline of April 30th.

If it is the intention of the Board of Education to rehire a bargaining unit member or a non-bargaining unit member in a supplemental position held the previous year, that position shall not be posted unless the individual declines the position.

6. Evaluation:

All teachers who are issued supplemental contracts will be evaluated at least once by the athletic director, head coach or immediate supervisor during the time that this duty is being performed.

Non-renewal of supplemental contracts will not have any bearing on a teaching contract. Those teachers who have held a supplemental contract and are not offered that previously held supplemental may request written reason(s) or other documentation for the nonrenewal. The final decision for recommendations will rest with the administration.

F. Coaches interested in driving a school-approved van will be compensated at the following rates at the end of the season. Any van certifications will be reimbursed by the district.

$50.00 for trips within the County
$75.00 for trips outside the County
$100.00 for overnight trips

G. Supplemental Salary Schedule

POSTSEASON BONUS:

$200 shall be paid to each coach, each week, for teams or individuals that advance past the first week of automatic berth in the OHSAA state tournament for the sport that they coach.
This bonus shall only apply to coaches under contracts approved by the BCS Board of Education. The payment shall be prorated for coaches under shared supplemental contracts.

OTHER ADVANCEMENT BONUS:

Supplemental contracts not covered by the postseason bonus (band, cheerleading…) may be paid at the discretion of the Superintendent. Input and recommendations can be made from the head coach and/or Athletic Director.

Activities are paid as a percent of the Salary at the Bachelor's Degree 0- Years of Experience

	0-3 Years	4-6 Years	7 + Years
Assistant Athletic Director **	11.00	12.50	14.00
Assistant Athletic Director **	11.00	12.50	14.00
7/8th Grade Faculty Manager	9.00	10.50	12.00
Athletic Ticket Manager	17.00	18.50	20.00

FALL SPORTS: to be paid the second pay in November.

	0-3 Years	4-6 Years	7+
Head Football Coach	16.00	17.50	19.00
Varsity Assistant Football Coach	12.00	13.50	15.00
Varsity Assistant Football Coach	12.00	13.50	15.00
Varsity Assistant Football Coach	12.00	13.50	15.00
Varsity Assistant Football Coach	12.00	13.50	15.00
Freshmen Football Coach	9.00	10.50	12.00
Freshman Football Coach	9.00	10.50	12.00
7/8th Grade Football Coach	7.00	8.50	10.00
7/8th Grade Football Coach	7.00	8.50	10.00
7/8th Grade Football Coach	7.00	8.50	10.00
7/8th Grade Football Coach	7.00	8.50	10.00
Head Boys Soccer Coach	11.00	12.50	14.00
JV Boys Soccer Coach	8.00	9.50	11.00
Head Girls Soccer Coach	11.00	12.50	14.00
JV Girls Soccer Coach	8.00	9.50	11.00
Head Volleyball Coach	11.00	12.50	14.00
Varsity Assistant Volleyball Coach	7.00	8.50	11.00
JV Volleyball Coach	8.00	9.50	11.00
Freshman Volleyball Coach	7.00	8.50	11.00
7/8th Grade Volleyball Coach	6.00	7.50	9.00
7/8th Grade Volleyball Coach	6.00	7.50	9.00
Head Boys Golf Coach	9.00	10.50	12.50
Head Girls Golf Coach	9.00	10.50	12.50
Head Boys Cross Country Coach	9.00	10.50	12.00
Head Girls Cross Country Coach	9.00	10.50	12.00
Head Boys & Girls Cross Country Coach (one coach [12%] for 12 participants or under; 2 coaches [9% each] for 13 or more participants but must comprise a boys and girls team	9.00 12.00	10.50 13.00	12.00 15.00
7/8th Grade Cross Country Coach (1 full time)	4.00	5.00	6.00
7/8th Grade Cross Country Coach (1 boys team of 5 or more & 1 girls team of 5 or more)	6.00	7.50	9.00
Head Girls Tennis Coach	10.00	11.50	13.00
JV Girls Tennis Coach	7.00	8.50	10.00
High School Cheerleader Coach	10.00	11.50	13.00
Asst. HS Cheerleader Coach	7.00	8.50	10.00
7/8th Grade Cheerleader Coach	6.00	6.50	8.5
Fall Weight Program Advisor	2.00	2.50	3.00

WINTER SPORTS: to be paid the second pay in March.

	0-3 Years	4-6 Years	7+ Years
Head Boys Basketball Coach	16.00	17.50	19.00
Varsity Assistant Boys Basketball Coach	12.00	13.50	15.00
JV Boys Basketball Coach	12.00	13.50	15.00
Freshman Boys Basketball Coach	9.00	10.50	12.00
7/8th Grade Boys Basketball Coach	7.00	8.50	10.00
7/8th Grade Boys Basketball Coach	7.00	8.50	10.00
Head Girls Basketball Coach	16.00	17.50	19.00
Varsity Assistant Girls Basketball Coach	12.00	13.50	15.00
JV Girls Basketball Coach	12.00	13.50	15.00
Freshman Girls Basketball Coach	9.00	10.50	12.00
7/8th Grade Girls Basketball Coach	7.00	8.50	10.00
7/8th Grade Girls Basketball Coach	7.00	8.50	10.00
Head Wrestling Coach	15.00	16.50	18.00
Varsity Assistant Wrestling Coach	11.00	12.50	14.00
JV Wrestling Coach	9.00	10.50	12.00
7/8th Grade Wrestling Coach	7.00	8.50	10.00
7/8th Grade Wrestling Coach	7.00	8.50	10.00
Varsity Swimming Coach	13.00	13.50	15.00
Varsity Asst. Swimming Coach	8.00	9.50	11.00
7/8th Grade Swimming Coach	6.00	7.50	9.00
Winter Weight Program Advisor	2.00	2.50	3.00

SPRING SPORTS: to be paid the second pay in May.

	0-3 Years	4-6 Years	7+ Years
Co-Head Track Coach (2)	11.00	12.50	14.00
Varsity Assistant Track Coach (3)	8.00	9.50	11.00
7th/8th Grade Girls Track Coach	7.00	8.50	10.00
7th/8th Grade Girls Track Coach	7.00	8.50	10.00
7th/8th Grade Girls Track Coach	7.00	8.50	10.00
7th/8th Grade Girls Track Coach	7.00	8.50	10.00
Head Baseball Coach	11.00	12.50	14.00
Varsity Assistant Baseball Coach	8.00	9.50	11.00
JV Baseball Coach	8.00	9.50	11.00
Head Softball Coach	11.00	12.50	14.00
Varsity Assistant Softball Coach	8.00	9.50	11.00
JV Softball Coach	8.00	9.50	11.00
Head Boys Tennis Coach	10.00	11.50	13.00
JV Boys Tennis Coach	7.00	8.50	10.00
Spring Weight Program Advisor	2.00	2.50	3.00

STUDENT ACTIVITIES:
If paid semi-annually, paid in the first pay in December and the first pay in June.
One-time events will be paid upon the completion of the event.

	0-3 Years	4-6 Years	7+ Years
Student Council Advisor (High School)	4.00	5.00	6.00
Student Council Advisor ($7^{th}/8^{th}$ Grade)	3.00	3.75	4.50
Student Council Advisor (4-6 Grade)	3.00	3.75	4.50
National Honor Society	3.50	4.50	5.50
Thespian Advisor	3.00	3.75	4.50
Fall Play Director	4.00	5.00	6.00
School Play Director/Musical Director	6.00	7.50	9.00
Assistant Play Director/Musical Director	2.00	2.50	3.00
Pit Director for Musical	2.00	2.50	3.00
Pianist for Musical	2.00	2.50	3.00
High School Yearbook Advisor	11.00	12.50	14.00
$7^{th}/8^{th}$ Grade Yearbook Advisor	2.50	3.125	3.75
Kindergarten – 6th Grade Yearbook Advisor	1.50	1.75	2.00
Junior Class Advisor	4.00	5.00	6.00
High School Band	13.00	14.50	16.00
High School Band Assistant	7.00	8.50	10.00
Marching Band Auxiliary Advisor	2.00	3.00	4.00
$7^{th}/8^{th}$ Grade Band	4.00	5.35	6.50
Pep Band	2.00	2.75	3.50
High School Choirs	8.00	9.50	11.00
$7^{th}/8^{th}$ Grade Choirs	4.00	5.25	6.50
High School Science Club Advisor*	2.00	2.50	3.00
$7^{th}/8^{th}$ Grade Science Club Advisor*	1.50	1.75	2.00
Science Olympiad	2.00	2.50	3.00
High School Art Club Advisor*	2.00	2.50	3.00
$7^{th}/8^{th}$ Grade Club Advisor*	1.50	1.75	2.00
Academic Challenge Team Advisor (HS & $7^{th}/8^{th}$ Grade)	2.00	2.50	3.00
Language Club Advisor*	2.00	2.50	3.00

OTHER COMPENSATION:

Art Show Advisor Elementary/Intermediate	$200 per event
Art Show Advisor High School	$200 per event
Music Programs Elementary/Intermediate	$200 per event
SAFE Advisor HS	$600/year
Safe Advisor $7^{th}/8^{th}$ Grade	$400/year
All other committee work	$20/hour

5 County Art Show	10 hours @ $20/hour
Art Club	20 hours @ $20/hour HS, 10 hours @ $20/hour (K-6)

*Must meet at least 4 times per year, other than school hours

** This position may be split at the discretion of the Athletic Director. If the position is divided, duties and compensation shall be assigned proportionally based on responsibilities as determined by the Athletic Director and approved through standard District procedures.
Remove the "release time of 1 period per day" as this requirement is no longer necessary; however, release time may be provided if deemed necessary by the Athletic Director and Superintendent

Experience in the BCS system will be credited when figuring placement on the salary schedule. Years of experience within an activity or a sport can be accumulated. However, each activity will be considered a separate entity when calculating years of service. Activities that do qualify for accumulation of continuous service are as follows:

1. Student Council Advisor (HS & JH)
2. Yearbook (HS & JH)
3. Fall Play, All School Play/Musical, Asst. Play Director, Asst. Director, spring Musical
4. HS Band, HS Band Asst. JH Band
5. HS Choirs, JH Choirs and Elementary Choirs
6. JH Band, Elementary Band

Experience obtained outside BCS Schools may be applied at the discretion of the superintendent.

ARTICLE XII – COMPENSATION

A. Mileage Reimbursement

All members of the bargaining unit shall be reimbursed for mileage at the IRS rate.

B. Achievement Bonus

An achievement bonus shall be paid based on the School District's performance on the Ohio Department of Education's performance ratings of school districts as determined by the Superintendent. In the event more than one achievement bonus is earned in the same year, the highest value achievement bonus shall be awarded (only one achievement bonus can be earned per year).

1. State Bonus: Top 1% in the state - $2000
2. State Bonus: Top 2% - 15% in the state - $1500
3. County Bonus: Highest rating in Ottawa County (including Woodmore Local Schools) - $1000

The bonus will be paid to each bargaining unit member who continues under contract or who are long-term substitutes for at least one (1) semester or bargaining unit members who retire the year the bonus was earned. Any employee who was RIF'd during the school year the rating was received shall also be paid the bonus. Newly hired teachers will be eligible after completing one (1) year of service. The bonus will be paid (through payroll unless the Treasurer is otherwise notified that the employee wishes for it to be paid into his/her HSA) in December following the release of the school district ratings by the Ohio Department of Education as determined by the Superintendent.

C. Period Substitution Rate

The Board shall make every effort to secure substitute teachers. It is recognized that there are some situations where a full or half time substitute may not be available and/or needed and classroom supervision could adequately be secured by teachers employed by the Board. In the event a regular substitute is unavailable, the principal may request another teacher to serve as a period substitute during his/her conference period.

The teacher shall have the right to refuse the substitution request unless there are no other options available to the principal that would allow him/her to provide adequate classroom supervision. Teachers will be compensated at Thirty-five dollars ($35) per period. If the substitution request is during a block (double) period, the teacher will be compensated at $70. Furthermore, any teacher that is required to add students to their classroom for the day, due to another teacher's absence, shall be paid a rate of Thirty-five dollars ($35) per day.

D. Event Pass

All bargaining unit members shall be admitted free of charge to all B-C-S events upon presentation of school ID.

E. Committee Work

1. The Association shall have the right to recommend certificated employees to serve on district wide committees (Superintendent's Advisory, District Leadership Team, Technology Committee) which require the participation of certificated employees as established by the Board and/or Superintendent designee. At least one (1) person on each such committee will be a person mutually agreeable to the Association and the Superintendent. Such individual will be the Association's representative on the committee. Superintendent will determine the number of members on each committee.
2. Building level committees will not be considered "district committees" as defines in the Agreement. Such committees are only advisory in nature.
3. The committee members will choose to receive release time from the teaching duties or they will be paid, by the BCS Board of Education, $20.00 per hour. In lieu of compensation, the bargaining unit member may elect to use professional development hours.

F. Attendance Incentive

All certificated/licensed employees who are absent due to illness, personal days and/or dock days (2 & ½) or less days during each semester of a school year shall receive an attendance incentive equal to 1/2 their per diem rate of compensation for each semester the incentive is earned. This shall be paid in the last pay in the month of February and/or June of the year in which the incentive is earned.

G. Tuition Reimbursement

Each member of the bargaining unit may receive reimbursement for tuition for college level courses from an accredited university for up to one thousand one hundred dollars ($1100) per fiscal year on a first come, first serve basis. Funds will be disbursed by Superintendent approval date. A fiscal year commences July 1 and ends June 30.

Tuition reimbursement shall be included in the approved appropriations of the Board. The annual tuition reimbursement fund shall be fifteen thousand dollars $15,000. This fund will be used for bargaining unit members only. Any unused funds will roll over to the following fiscal year with a cap of $60,000 for the duration of the contract.

Parking, lab fees, books, and other miscellaneous fees are not considered actual instruction costs and will not be reimbursed.

College level courses taken shall be in the teaching field of certification/licensure. If a request is made for courses other than in the field of certification/licensure of the employee, specific reasons and goals must be stipulated on the applications for course approval. All applicants must be approved by the Superintendent prior to the start of any course work in order to be eligible for reimbursement. Superintendent may approve reimbursement without prior approval.

A certificated/licensed bargaining unit member must be employed in the Benton-Carroll-Salem School District the year following receiving credit for courses completed during the three summer months to receive reimbursement.

The member must present proof of successfully completing the course with a B average or above taken and earning the proper credits to be eligible for reimbursement. Should a pass/fail course be taken, members must attain the mark of passing. Members are responsible for documentation of the actual instructional costs incurred and verification of successful completion for each course taken and will be reimbursed only after the Treasurer's Office has received a valid copy of the grade card issued by the university or unofficial transcript issued by the university.

Those teachers who, as a result of transfer or reduction in force, lose status as a highly qualified teacher but who obtain highly qualified status with twelve (12) months of being deemed not to meet the highly qualified status shall be entitled to up to one thousand one hundred dollars ($1100) from the tuition reimbursement funds for such purposes. Any such payment will be made prior to payment to other applicants. This tuition stipend is not counted as part of the tuition reimbursement fund cap.

If the teacher obtains the status of highly qualified after twelve (12) months from the date he/she is determined not to meet the "highly qualified" standard, the normal tuition reimbursement procedures will apply.

All college level courses which are reimbursed to bargaining unit members by any other agency are not eligible for reimbursement for those same hours by the Board.

The Association President shall be notified in writing of who has received tuition reimbursement and the amount received by July 15 of each year. Reimbursements will be issued in July.

SLP/Medicaid filers shall be reimbursed from the tuition reimbursement funds. In the event the funds reach the reimbursement limit SLP/Medicaid filers would not be reimbursed for the school year in which the limit was reached.

ARTICLE XIII – RETIREMENT

The Board shall continue the current tax sheltering of bargaining unit members State Teachers Retirement System contribution.

A. Severance Pay at Retirement

All certified/licensed personnel of the Benton-Carroll-Salem Schools shall be entitled to their accumulated and unused sick leave at the time of retirement up to 25% accumulated sick leave, with a maximum of seventy-five (75) of the 300 days at the per diem rate at the time of retirement. The accumulated sick leave payout cannot exceed $35,000.

Retirement shall be defined to mean actual retirement from teaching and eligibility for retirement benefits under the State Teachers Retirement System. Under the intent and meaning of this policy, an employee may retire only once. An employee who retires from another school district, or under another state retirement system shall be ineligible for this retirement benefit. All teaching personnel must have been employed in the Benton-Carroll-Salem District for a period of ten (10) years to be eligible for this retirement benefit.

B. STRS

All certified BCS Employees are required to pay 14% of their annual salary into the State Teacher Retirement System.
The BCS School Board is required to pay 14% of the annual salary of all certified employees to the State Teacher Retirement System.
The percentages are subject to change based on the State Teacher Retirement System.

C. Retirement Incentive

1. Payment of the cash incentive shall be as follows for employees who retire.

    a. One payment of $10,000.00 will be made on the second payroll for said teacher. in January of the calendar year following the year they officially retire.
    b. To qualify for the retirement incentive, a bargaining unit member must use 16 or less sick days in the final four years of service prior to retirement.
    c. If notice is given by September 1st of your last working year, the bargaining unit member may elect up to $2000 of this incentive to be added to their salary
        a. If the bargaining unit member exceeds the number of sick days allotted for this incentive the funds shall be recouped by the Board of Education on the final pay

2. Any tax consequences deriving from the acceptance of this cash incentive are solely the responsibility of the employee and not the Benton-Carroll-Salem Schools.

3. If at any time there should be a federal ruling that would find that this sort of deferred compensation to be in violation of IRS Rules, the plan will automatically revert back to a single payment plan in the year the employee is eligible for the plan and retires.

4. In the event of the death of an employee or former employee who is receiving payments under this plan, the remaining payments shall be paid to their estate per payment schedule contained in item #1 above.

D. Emeritus Employment

1. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

2. A B-C-S Retiree shall be paid a salary mutually agreed upon between the Retiree and the Board. This section shall expressly supersede Chapter 3307 of the Ohio Revised Code. The base salary for Emeritus Employment shall equal $53,000. The following salary index is a minimum guideline for Emeritus Employment:

	Bachelors	Masters	Masters +30
1 Year Contract	1.083	1.104	1.125
2 Year Contract	1.041	1.062	1.083
3 Year Contract	1	1.02	1.041

3. A Retiree shall receive a one, two, or three-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. If the Retiree wishes to continue service, he/she may reapply to the Superintendent by February 1st of the last year of his/her contract. Continuation of the employment of a

Retiree through offering new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article V (A) of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. "3319.11 and 3319.111.

4. A Retiree shall accumulate and may use sick leave in accordance with Article XI of the Negotiated Agreement, but shall not be entitled to severance pay under Article XII of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

5. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article X of the Negotiated Agreement, or under O.R.C. '3319.17.

6. A Retiree is eligible for a supplemental contract only on recommendation of the Superintendent. This supersedes O.R.C. '3313.53.

7. Teachers in their final year of emeritus employment will not be evaluated.

8. The Board and the Association expressly intend that Emeritus Employment supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

9. Neither the Retiree nor the Association shall be permitted to challenge any decisions made by the Board or Administration regarding the terms of this Article through any means, including the grievance procedure.

ARTICLE XIV – INSURANCE

A. Policies

Members shall be eligible for Prescription Drug, Dental, Vision, Life Insurance and a choice of health insurance plans offered through San-OTT Consortium or its successor.

1) All Health Insurance Plans	84% Board, 16% employee paid (Base Cost) *See Wellness section below for total costs.
2) Prescription Drug	coverage as mandated by SAN-OTT Consortium

Prescription drug coverage shall have per prescription co-pays as follows:

Generic	Formulary Brand	Non-Formulary Brand
$10	$25	$40

3) Dental	84% Board, 16% employee.
4) Vision	84% Board, 16% employee.
5) Life ($50,000)	100% Board paid.

If more than 50% of the bargaining unit members choose to participate in the traditional medical insurance policy (Option 5), the Union and Board representatives will discuss how the Board will be compensated for the difference of the shortfall in savings lost due to the move of members to the traditional medical insurance policy (Option 5).

Insurance plan deductibles are based on a calendar year. Certified Staff electing the standard High Deductible Plans offered by San-Ott Consortium, or its successor, who reach their deductible in each calendar year will be reimbursed the difference of the IRS set deductible for the year and $2,600 for a Single Plan and $5,200 for a Family Plan. This also means that if a person covered under a Family Plan who reaches the Single Plan deductible will also qualify for the reimbursement. Certified members must submit an explanation of benefits to the treasurer's office, documenting that the deductible has been reached. Members may submit at any time throughout the year, but will have a deadline of March 31st of the following calendar year to submit for reimbursements from the prior year.

Reimbursements will be deposited into the members Health Savings Account, unless the member notifies the treasurer's office at the time they make the request for reimbursement. The maximum payout for reimbursements will be $1,000 for a single plan and $2,000 for a family plan.

To qualify for these reimbursements, employees must participate in two (2) wellness activities per school year as defined by the Board's Wellness Committee. One of these activities must be participating in an annual wellness screening with a physician. Exceptions to this requirement may be granted by the Superintendent.

B. Health Savings Account (HSA) Contributions

For new employees who elect a plan with a Health Savings Account ("HSA"), the Board will provide the following one-time contributions into the HSA of $750 single and $1,500 family.

(Family also includes employee/spouse and employee/children)

*Should the teacher resign, retire or be terminated before the calendar year has ended in which the payment was made, the teacher will have deducted from their final payroll check, or severance check, or a combination thereof, a pro-rated amount of the HSA contribution provided to the teacher.

The BCS Board of Education will provide the following yearly contributions to bargaining unit members who elect a family plan with an HSA:

Employees electing a **High Deductible Health Plan (HDHP)** shall receive a **Health Savings Account (HSA) contribution** from the District in the following amounts:

- **$2,500** for employees electing **Single coverage**
- **$5,000** for employees electing **Family, Employee/Child, or Employee/Spouse coverage**

Employees **not enrolled in the High Deductible Health Plan**, including those electing a **traditional PPO plan**, shall receive a **payment in lieu of the HSA contribution** in the amount of **$2,000**. This payment shall be added to the employee's regular paycheck. An employee whose **spouse is also employed by the District** shall also receive this payment.

These payments shall be made **in May 2026** to bargaining unit members who are **employed by the District and under contract for the 2026–2027 school year**.

If an employee **resigns or does not return for the 2026–2027 school year**, an amount equal to the payment received under this provision shall be **deducted from the employee's final paycheck or severance payment**.

If an employee **resigns or retires prior to December 31, 2026**, the District shall **withhold a prorated portion of the payment from the employee's final paycheck**, based on the portion of the 2026–2027 school year remaining.

C. Wellness Program

Employees and spouses who are enrolled in any of the San-Ott Consortium Health Plans (or their successor) will be required to participate in the Wellness Program. Changes to the Wellness Program will be communicated by the Board's designee within 30 days.

D. Spousal Coordination of Benefits

Spouses of employees who work for an employer where insurance is available are required to enroll in at least Single coverage through their employer.

Spouses will be exempt from this requirement if:

The spouse's employer is another school district within the SAN-OTT School Consortium.

The spouse's employer does not offer medical coverage.

The spouse must pay more than the equivalent of fifty percent (50%) of the SAN-OTT's highest single plan premium.

The spouse is retired before August 1, 2004.

Spouses of the bargaining unit members affected by the change in health care provider will remain under current coverage and provided an extension of coverage until the next open enrollment period provided by their employer if necessary. If the employee's spouse has to wait for the next open enrollment, he/she will provide a letter from his/her spouse's employer indicating the next open enrollment period.

All part-time certificated/licensed staff members shall pay a portion of the Board provided benefits chosen (medical, dental, optical, and prescriptive drugs) according to the portion of time worked. For example, a teacher working 3/5 of the day shall pay 2/5 of the Board's share of the premium.

An Open Enrollment Period of one (1) month designated by the San-Ott Consortium or it successor shall occur each calendar year. Changes not made during the Open Enrollment Period shall be subject to appropriate law and rules established by the carrier. Typical reasons might include: marriage, birth of a child, adoption, change in dependence status, divorce, death of a spouse, loss of benefits by a spouse, etc.

Notification of any changes listed above must be made within 30 days to the treasurer's office.

E. Medical Insurance Incentive

A certified/licensed staff member, who elects to decline family and single medical insurance via a written waiver, shall be entitled to receive $1,500 per calendar year. This payment will be made semiannually during March and September. This payment will be disbursed to those not electing coverage when it is paid.

New insurance incentive: if you convert from a Family to Single Plan the employee will receive a one-time payment of $5,000. The employee may convert only once, must have been on a Family Plan (or equivalent) at the beginning of the duration of this contract, and employees with spouses within the B-C-S School District will not qualify for this incentive. When a teacher first becomes eligible to carry dependents on the District's insurance they may qualify for the one-time incentive of $5,000. They may only receive this incentive once.

F. Section 125

A Section #125, Part A benefit shall be provided by the Board for that portion of the medical premium paid by the staff member. In addition, Part B (flexible spending) shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount of salary in accordance with the law may be set aside by the employee for the selection of benefits, under section

125 of the Internal Revenue Code, which includes the nontaxable benefit of major medical disability, cancer, dental, non-reimbursed medical and dependent care. The 403(b) option will also be made available to employees in conjunction with Section 125. The Section 125 Plan shall be provided at no cost to the employer or employee for the setup, enrollment and administrative services provided for such plan.

ARTICLE XV - DURATION OF CONTRACT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the contract between them.

Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. This negotiated contract constitutes the entire agreement between the parties on all issues presented during the negotiations of this Negotiated Agreement. It replaces and supersedes any and all previously negotiated contracts by and between the Association and the Board.

The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall
not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

The effective dates of this successor Master Agreement are July 1, 2026, through June 30, 2029.

THIS CERTIFIED/LICENSED MASTER AGREEMENT SHALL BE IN EFFECT FOR A THREE YEAR PERIOD STARTING 12:00 A.M. JULY 1, 2026, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH MIDNIGHT JUNE 30, 2029.

Signed this 17th day of March, 2026 by the Parties:

BENTON-CARROLL-SALEM BOARD OF EDUCATION

President

Treasurer

Superintendent

Negotiator

Negotiator

Negotiator

OAK HARBOR EDUCATION ASSOCIATION

President

President

Negotiator

Negotiator

Negotiator