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BARGAINING AGREEMENT

BETWEEN THE

BUCYRUS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

BUCYRUS EDUCATION ASSOCIATION

Effective July 1, 2026 through June 30, 2028

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SECTION I - PROFESSIONAL NEGOTIATIONS

A. Recognition

The Bucyrus City Board of Education (hereinafter, the Board) recognizes the Bucyrus Education Association, (hereinafter, the Association) affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining representative for full and part-time teachers, as defined by ORC Chapter 4117, under a teaching contract in the district including those teachers on approved leave of absence or on a layoff status except for the following as defined by ORC Chapter 4117 and as specified below:

1. Management level employees

2. Supervisors

3. Seasonal and casual employees employed in temporary assignments that will be less than sixty (60) days in duration

4. Psychologists

5. Athletic Director

The Board agrees not to meet with, recognize, or negotiate with any teachers' organization other than the Association for the duration of this recognition.

Any questions or disagreements with regard to the inclusions or exclusions of individuals in the bargaining unit shall be submitted to the State Employment Relations Board for determination. Such submission to SERB would normally be preceded by an effort on the part of the Association and Board to clearly identify and resolve the problem in accordance with the provisions of ORC Chapter 4117.

B. Procedures for Conducting Negotiations

1. Scope of Bargaining

Negotiable matters shall include all items pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement or as otherwise specified by ORC Chapter 4117.

2. Opening of Negotiations

Demand to open negotiations for a successor contract shall be submitted in writing by the Association to the Board, through its designated representative, or by the Board through its designated representative, to the president of the Association, or his/her designated representative, on or before January 15 of the year that

negotiations are to occur. At the time of the demand, a mutually agreed upon date for the first bargaining session shall be set by the Association and the Board.

3. Agenda

At the first bargaining session, the Board, or its designated representative, and the designated representatives of the Association shall develop an agenda listing those issues which shall be negotiated. The agenda shall be composed of those items submitted by the Association and by the Board. After the agenda has been established, no issue can be added to the agenda for negotiations without the mutual consent of both parties.

4. Representatives

Members of the Board, or their designated representatives, shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to not more than five (5) representatives for the Board and five (5) representatives for the Association. Each party may exercise the option of having up to two (2) non-participating observers at each bargaining session. Neither party shall have any authority in determining the representatives for the other party. The parties shall mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The expense of representatives shall be borne by the party requesting their services.

5. Negotiation Meetings

a. The date of the first bargaining session shall be set not later than February 15 following the demand for negotiations, unless the parties agree to a later date.

b. Meetings shall be held on a date and in a place mutually agreeable to both parties.

c. Meetings shall be in executive session unless otherwise agreed to by both parties.

d. All negotiations are to be completed within sixty (60) school calendar days from the first session unless the time limit is extended by mutual consent. Items not yet agreed to within the sixty (60) day period or extension(s) thereof, shall be processed by the provisions of disagreement stated in this document or may be dropped for this negotiation period.

e. At the first negotiation meeting, each party shall submit all proposals in writing in accordance with its agenda items unless other mutually agreeable provisions are set forth.

6. Dissemination of Information

a. Exchange of Date

The Board agrees to make available to the negotiations team of the recognized teacher organization, both prior to and during negotiations, all public information concerning financial resources of the district and such other public data for the purposes of collective bargaining.

b. News Releases

Any information given to any news media during the negotiations period shall be released in writing by person or persons of mutual agreement, only after it has prior approval by both parties. If impasse is declared, the provisions of the contract regarding news releases will be followed.

c. Progress Reports

At any time during negotiations, either team may make periodic oral or written progress reports to members of the party it represents.

d. Caucuses

Upon request, the chairperson of either group may caucus his/her group for independent discussion at any time for a period not to exceed thirty (30) minutes.

C. Agreement

1. Tentative agreement of each negotiation item shall be reduced to writing and initialed by the spokesperson for each party. Such initialing shall be construed as tentative agreement only.

2. Final agreement reached through negotiations (all items) shall be reduced to writing, signed by the spokesperson of each party as a tentative total agreement, and submitted by the Association to its membership for ratification.

3. Upon ratification by the Association, the agreement shall be submitted to the Board for approval or rejection. The Board must make said approval or rejection within ten (10) calendar days of the date of teacher ratification.

4. If the agreement is ratified by the Association and approved by the Board, it shall become part of the Agreement between the Board and the Association and shall become a part of the official minutes of the Board. The amended Agreement between the Board and the Association shall be signed by the president of the Board and the president of the Association within twenty (20) days of ratification.

D. Disagreement

1. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are provided by this document to reach agreement.

2. Impasse Procedure

Impasse cannot be declared until all issues have been discussed. In the event that collective bargaining talks fail to produce a satisfactory agreement, or if agreement is not reached after forty-five (45) days from the date of the first formal bargaining session following the filing of the appropriate Notice to Negotiate, either party may declare impasse and shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS), or another mutually agreed upon mediation provider, and such request shall be deemed a joint request and signed by a representative of both parties. However, no item that has been tentatively agreed to shall be the subject of impasse. The forty-five (45) day collective bargaining period requirement may be waived with mutual consent of the parties. The mediation process shall last for a maximum of fifteen (15) workdays from the date of the first mediation session.

E. Provisions Contrary to Law

If any provisions of this document or any application of the document to any certificated/licensed person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Any such provisions found to be contrary to law by a court of competent jurisdiction shall be renegotiated according to the provisions of this document within ten (10) days following a request by either party.

F. Amending Procedure

The wages, hours, and other terms and conditions of employment provided for in this contract shall remain in effect for the term of the contract unless altered by mutual consent of the parties. It is recognized, however, that matters previously unforeseen or not negotiated may arise which are the proper subjects of bargaining. It shall, therefore, be possible to amend this contract through written agreement properly signed and ratified by each party. The party desiring to initiate bargaining of an amendment to the contract may do so by written request to the other party. The first meeting for such purpose shall be held within ten (10) days of the request, and additional meeting(s) will be scheduled as needed by the parties. All such amendments shall be in accordance with the provisions of this contract and ORC Chapter 4117.

G. Duplication and Distribution of Contract Manual

Within thirty (30) calendar days after this contract has been signed, the contract will be posted on the District's intranet. Any subsequent revision(s) or amendment(s) shall also be posted on the District's intranet.

SECTION II - GRIEVANCE PROCEDURE

A. Definitions

Working Day — A day that the Board office is open for business, excluding calamity days and scheduled breaks but not the summer break.

Grievance — A complaint involving the alleged violation, misinterpretation or misapplication of the bargaining agreement entered into between the Board and the Association Administrative Rules and Regulations may be grieved with the limited provisions of this procedure as described in Item D.

Certificated/Licensed Employee — Any member of the bargaining unit.

Grievant — The person, persons or the Association initiating the grievance claim. If, in the judgment of the Association, a grievance claim affects a group or class of employees in more than one building, Step One of the procedure may be bypassed and the grievance claim may be initiated at Step Two.

Party in Interest — The grievant(s) and any person(s) against whom action might be taken in order to resolve the grievance.

Superintendent — The Superintendent of Schools or his designee.

Immediate Supervisor — The person to whom the certificated employee is responsible and who is not in the bargaining unit covered by the agreement. In most cases this will be their building principal.

B. General Provisions

1. The number of days stipulated at each level should be considered as a maximum, and every reasonable effort should be made to process the grievance in a timely fashion. The time limits may be extended by mutual agreement.

2. The parties agree to make a good faith effort, within their powers and abilities to do so, to reduce the time limits set forth herein so that the grievance may be resolved prior to the end of the school year, or as soon thereafter as possible.

3. The filing of a grievance under this bargaining agreement shall, in no way, limit or restrict the right of the Board and/or the Superintendent to proceed according to the law regarding the governance and operation of the schools.

4. All grievance processing shall be done after the regular working day, except by mutual agreement.

5. All grievance proceedings shall be treated as confidential, and no news releases may be developed except by the mutual consent of the parties. However, the final disposition of the grievance may be publicized.

6. All written and printed matter dealing with the grievance, if retained, shall be filed separately from the personnel records of any participants.

7. The Board agrees to make available to the grievant and/or his/her representative all pertinent information within the limits of the law in its position or control, and which is relevant to the issues raised in the grievance.

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

9. A grievant may appear on his/her own behalf or, at his/her discretion, may be represented at any step of the procedure by a representative of his/her choice, except that no teachers' organization other than the Association shall represent the grievant.

10. At all steps the Association president shall receive notification of the date, time and place of all grievance proceedings. The Association shall have the right to have a representative present at all grievance proceedings and adjustments.

11. The adjustment of a grievance shall be consistent with the terms of this bargaining agreement.

12. If the decision on a grievance is not appealed within the time limits specified, or extended by mutual agreement, the grievance shall be deemed to be withdrawn. No further appeal may be instituted.

13. Failure to hold required hearings or to communicate the decision on a grievance within the specified time limits shall entitle the grievant to proceed to the next higher level in the procedure.

14. All notices of hearings, dispositions of grievances, written grievances and appeal shall be in writing and hand delivered, e-mailed with delivery receipt or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver. The Association shall receive a copy of all notices, forms, and dispositions at the time such would be distributed to the involved individuals.

15. Any action relating to the filing, processing and disposition of a grievance shall be kept in a file in the offices of the Superintendent/Board of Education. This file shall be separate from the employee's personnel file.

C. Submission of Grievances

1. Step One

Before submission of a written grievance, the employee shall first discuss the grievance with the immediate supervisor. If the grievance is not submitted within twenty-five (25) working days following the act or condition which is the basis of the grievance, the right to initiate the grievance is deemed to be waived.

2. Step Two

a. If the informal discussion does not resolve the grievance, the grievant shall have the right to lodge a written grievance with the immediate supervisor. If this grievance is not submitted within ten (10) working days following the completion of Step One, the right to proceed to Step Two shall be waived.

b. The written grievance shall be on a standard form (contained in the appendices of this agreement) and shall contain a concise statement of the facts upon which the grievance is based, including reference to the specific provision of the bargaining agreement, the individual employment contract or the Administrative Rule and Regulation in question. A copy of such grievance shall be filed with the Superintendent and with the Association.

c. The grievant shall have the right to request a hearing before the immediate supervisor. Such hearing shall be conducted within five (5) working days after receipt of such request. The grievant shall be advised in writing of the time, place and date of such hearing.

d. The immediate supervisor shall rule on the written grievance, within five (5) working days of receipt of said grievance, or if a hearing is held, within five (5) working days after the hearing is held. The disposition shall be in writing and copies shall be sent to the grievant, the Association president and the Superintendent.

3. Step Three

a. If the action taken by the immediate supervisor does not resolve the grievance, or if no response is received within five (5) working days after submission, the grievant may appeal to the Superintendent or his designee. Failure to file such appeal within five (5) working days of the response date shall be deemed a waiver of the right to appeal.

b. The Superintendent shall take action on the appeal within ten (10) working days after receipt, or if a hearing is requested, within ten (10) working days after the hearing. The disposition shall be in writing and copies distributed to the grievant, the immediate supervisor and the Association president.

4. Step Four

a. If the action taken by the Superintendent does not resolve the grievance, the parties may mutually agree to submit the matter to mediation through FMCS, or another mutually agreed upon mediation provider. The request shall be submitted to the Superintendent within five (5) working days of receipt of the Step 3 disposition.

5. Step Five

a. If the grievance is not resolved in mediation, the grievant, with the approval of the BEA Grievance Committee, and/or Association may take the grievance to arbitration. Such appeal shall be filed within fifteen (15) working days of the mediation. Failure to file within fifteen (15) working days shall be deemed a waiver of the right of appeal.

b. Arbitration proceedings shall be conducted by the American Arbitration Association in accordance with their Voluntary Labor Arbitration Rules. The written findings of the arbitrator shall be binding on both parties, except that the arbitrator shall have no power to amend, add to, subtract from or change any of the terms or provisions of this bargaining agreement. Costs of arbitration shall be shared equally by both parties.

D. Individual Employee Contracts and Administrative Rules and Regulations

Individual employee contracts and Administrative Rules and Regulations, not representing negotiated signed agreements, shall be grieved only from Step One through Step Three of the procedure and shall not be subject to binding arbitration. If the action taken in Step Three does not resolve the grievance in these specific situations, the grievant shall have the right to appeal to the Board of Education within ten (10) working days of receipt of the Step Three disposition. The Board of Education shall take action on such grievance at their next regularly scheduled meeting, with written disposition distributed to the grievant, the Association president, the immediate supervisor and the Superintendent.

SECTION III - SCHOOL YEAR AND SCHOOL DAY

A. School Year

A school calendar committee shall be appointed each year. By October 15 the Superintendent shall appoint up to two (2) members of the committee and the Association shall appoint up to two (2) members. The committee will make recommendations regarding a school calendar, which may include multiple calendar options. All decisions

of the committee shall be arrived at by consensus. Bargaining unit members will vote on which of the options they prefer by the end of the first semester. The calendar committee shall submit the options and number of votes each receives to the Board for consideration. The committee may recommend calendars for more than one year. In such event, the committee need not meet each year. The final decision regarding the school calendar remains with the Board.

Each school calendar shall be developed on the basis of the following criteria:

1. One hundred seventy-eight (178) days with pupils in attendance.

2. The days prior to the students' first day will be used for district-wide in-services and/or building meetings. Teachers will be afforded a total of two consecutive hours for in-District teacher preparation time over the course of scheduled in-service and building meetings prior to the students' first day.

3. The day following the students' last day of school will be devoted to teacher checkout.

4. The minimum equivalent of one day shall be devoted to teacher in-service, but in no event shall the school year exceed one hundred eighty-four (184) days.

5. Three (3) days shall be included in the calendar to complete records, and/or to conduct parent/teacher conferences.

6. All new teachers to the school system shall be required to attend a one-day orientation program prior to the general faculty meeting, unless excused by the Superintendent for reasonable causes.

7. At the end of the first three (3) grading periods, one (1) day will be scheduled to serve as a records day and/or parent teacher conference day.

B. Teachers' Workday

1. The teacher's workday shall not exceed seven and one-half ($7\ ^1/_2$) hours, including an agreed-upon duty free lunch period.

2. All teachers shall report to their assigned building no later than fifteen (15) minutes prior to the beginning of the student school day and shall remain at least fifteen (15) minutes after the end of the student school day, or as excused by the immediate supervisor.

3. When a teacher's services are required at more than one building during a school day, their workday shall not exceed the length of the workday for other teachers at their assigned home school, and they shall be entitled to equal lunch time. In addition, travel time shall not be subtracted from a required conference and/or instructional planning period. Travel time will include a reasonable amount of time for take-down and set-up.

C. Duty-Free Lunch Period

All employees of the bargaining unit shall have a minimum of thirty (30) minutes duty-free lunch period between 10:15 a.m. and 1:30 p.m. each day and may leave school premises provided they inform their supervisor or sign out in the school office on a form provided for that purpose. At the elementary (K-5) level, one teacher may be required to remain on the school premises during this period.

D. Parent-Teacher Conferences and Parent Communication

1. There shall be up to three (3) parent/teacher conference days, without students in attendance, two of which will be scheduled after grade cards are distributed for the first grading period.

2. Teachers shall actively encourage and promote parent/teacher conferences and shall make every effort to accommodate parent requests for conferences. No parent shall be refused the opportunity for a conference, if so requested.

3. Teachers shall use the online grading system in place in the District and shall update student grades at least once every fourteen (14) days. Training will be provided when there is a change of online grading software.

E. Teacher In-service

1. Building/District Continuous Improvement Planning (CIP) teams will schedule sixteen (16) hours of in-service each school year. Eight (8) hours of time shall be scheduled outside the teacher workday. The Committee will make every effort to minimize disruption to the student day when scheduling in-service.

2. When teachers attend in-service programs away from the District, proof of complete attendance is required.

3. When a teacher attends an in-service program during the summer months and/or non-contractual time, a stipend of Thirty Dollars ($30.00) per hour will be paid to compensate for his/her time.

SECTION IV - WORKING CONDITIONS

A. Class Enrollment

1. Academic classroom enrollments will be as follows for the different levels:

	Goal	Will have an aide assigned to the classroom	Maximums/shall not exceed
K-5	23	24	27
6-12	25		30

Every effort will be made to maintain the goal in grades K-12. The number of work stations will determine the class size in certain academic classes. A five (5) day balancing period shall exist which allows time for the administration to balance classes after the class enrollment maximums have been exceeded.

2. If, after the beginning of each academic quarter in grades K-5, classroom enrollment exceeds twenty-three (23), a teacher aide(s) will be employed and available for all academic instruction time, not to include lunch and specials, for that quarter to assist the affected teacher(s) in their classroom(s). The intent of the parties is to provide an aide for each affected classroom for all academic instruction. In the evaluation of those aides, the administration will solicit and consider the input of the teacher(s) to whom the aide is responsible.

3. New students entering grades K-3 will be assigned to classrooms in such a way as to provide balanced class enrollments across the district. To achieve that purpose classroom enrollments at buildings not housing special education units shall, at the beginning of each school year, be held at a level of up to three students above those buildings that do house such units. This provision will remain in full force and effect and will sunset when all elementary buildings are consolidated.

4. If enrollment exceeds twenty-three (23) students in grades K-5, the teacher shall have the option of having an aide assigned to the classroom or of receiving additional compensation to be paid at a per diem annualized rate (per hour) of Five Hundred Dollars ($500.00) per additional pupil up to the classroom enrollment maximum.

5. When the administration asks a K-12 staff member to enroll a student which will place him/her over the classroom enrollment maximum, the teacher has the right to refuse the request. If a K-12 teacher agrees to accept a student above the classroom enrollment maximum, the teacher will be paid at a per diem annualized rate per hour of Six Hundred Dollars ($600.00) per additional pupil above the classroom enrollment maximum.

6. The pupil teaching load for academic area teachers at the middle school and at the high school, elementary (K-5) music, art and physical education teachers shall not exceed one hundred eighty (180) students daily in instructional settings. Academic area teachers at the middle school and high school are defined as all except those assigned to the areas of physical education, band or choir. Coeducational physical education classes, where two classes are combined, shall be staffed by two instructors.

B. Special Needs Students

The Board recognizes the rights of regular and special area teachers to preserve the educational balance in their classrooms. The following shall apply to teachers who have or will have one or more special needs students included into their classes.

1. Each teacher at each grade level shall have the opportunity to participate in the development of the IEP and be present for decisions affecting special needs students before and after assignment to the teacher's classroom.

2. The receiving teacher(s) at the appropriate level has the right to be present at any placement committee meeting. This includes the annual IEP Review.

3. The receiving teacher, or any teacher, can request a placement committee meeting at any time to review the placement of a student. This meeting will take place within ten (10) working days from the date of the request.

4. Special education students with IEPs will count as one (1) student on the regular classroom roster. In a classroom where a special education teacher and a regular education teacher are "team teaching", the classroom enrollment will not exceed the classroom maximums and no aide will be employed.

C. Miscellaneous Provisions

Education Service Personnel

1. Education Service Personnel will be provided at the elementary level (K-5). At least one (1) music, two (2) physical education and one (1) art teacher will be used to teach their subject or activity directly to the students. Kindergarten students will receive physical education instruction by the appropriate Education Service Personnel at least once weekly. The parties mutually agree to modify the provisions of this section as it relates to the class size for the ESP. If/when in the future the enrollment of students in the District serviced by the ESPs declines to the extent that the ratio of students to ESP staff will not sustain a full workload for all four (4) positions, the parties agree to bargain appropriate reductions to achieve the correct balance.

2. Each teacher shall have available at all times daily lesson plans, daily schedules, attendance records and/or seating charts and/or the student register for that particular class.

3. No member of the bargaining unit shall permit his/her contract day time to be occupied by agents or salespersons except as directed by the principal, the Superintendent or his/her designee.

4. Teachers shall keep their classes in session each day during the student day and shall not dismiss students at any time except with the consent of the supervisor or in case of emergency.

5. Teachers shall provide every reasonable assistance to students in their studies when the student has fallen behind due to absence caused by illness or other extenuating circumstances. The teacher is expected to give such individual help as may be required to assist.

6. Each teacher (to include education service personnel and special education teachers) shall have at least two hundred fifteen (215) minutes per week, forty-three (43) minutes per day for planning/preparation time. Such time shall be within the student school day, shall be provided in blocks of time that are no less than twenty (20) minutes and shall be for use by each teacher as the teacher may determine. Such time will be without students in attendance.

7. All teachers who volunteer to assist with at least one home athletic event will receive an annual pass to attend all home athletic events.

D. Classroom Equipment

1. Each student shall have a desk or comparable table space.

2. Each classroom shall be equipped with erasers, teacher's desk, file cabinet, bulletin board, waste receptacle, pencil sharpener, and electrical outlets, unless the instructor feels that any of the above are not necessary due to the nature of the class or program.

3. The Board of Education agrees to make every effort to provide and maintain, in each classroom housing students in a learning situation, the equipment, furnishing, and supplies necessary to fulfill the aims and objectives of the class.

4. The Board agrees to do all within its power to maintain libraries that are stocked with books, magazines, newspapers, and other reading materials that will supplement the various educational programs within each building.

E. Environmental Conditions

1. Every effort will be made to maintain the environmental conditions of each classroom conducive to learning.

2. Classroom lighting shall be maintained so that each fixture in the room shall be functional.

3. Hallways and restrooms shall be maintained for the safety and comfort of all personnel.

F. Health and Safety

1. Maintenance of Health and Safety

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm of employees.

2. Health Supplies

a. The Board shall ensure in the main offices and in every lab there shall be an adequate first aid kit, which shall be maintained.

b. The Board shall provide on every floor of every building an adequate supply of disposable rubber gloves and CPR masks.

3. No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against any employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, or for any other participation in the health and safety program.

4. Safety Committee

a. A district-wide Health and Safety Committee shall be formed with representation from both associations (BEA and the support staff organization) and from the administration. The purpose of this Committee is to develop policies and procedures which will keep the Bucyrus City School District in compliance with all rules and regulations of the Occupational Safety and Health Act.

b. Any rules, regulations, or procedures developed by this Committee are subject to the approval of both the Board of Education and the Executive Committees of both employee organizations.

G. Notification of Deficiencies

The classroom teacher shall notify the building principal in writing of any deficiency noted. The building principal in turn shall notify the proper personnel and the deficiency corrected on a priority basis.

H. Transportation of Students

A bargaining unit member shall not be required to (a) use a personal vehicle to transport students; (b) drive a school district vehicle to transport students; (c) use transportation provided by parents or other individuals (private vehicles) for an activity that the member is in charge of and responsible for. In the event that a member agrees to transport students in a manner described above, and provided that transportation is with regard to (a) an approved school activity that has been approved by the appropriate administrator, or (b) an emergency situation resulting from illness, injury, or other humanitarian reasons, the Board shall provide insurance coverage for the member, provided the member deposits a copy of his/her personal automobile insurance certificate of coverage with the treasurer of the District. The Board will provide notice to the Association of any change in insurance coverage limits.

SECTION V - PERSONNEL PROVISIONS

A. Complaints Against Personnel

1. All parental/public complaints will first be conducted through administrative channels with attempts of resolution at the lowest possible level. When a complaint is made by a party concerning a teacher's conduct or other activities relating to the teacher's employment duties, the administration shall discuss the matter with the employee. The discussion shall include details of the complaint and identification of the complainant. If the matter is not resolved at this level, the administration may commence an investigation as to the authenticity of any information related to the complaint. No complaint will be placed in the personnel file of a bargaining unit member unless:

    a. A conference was held including the complainant or designee, the staff member, the principal or immediate supervisor of the staff member, and the employee's representative. The staff member shall be given at least three (3) days advance notice of the date, time and place of the conference.

    b. In the event the administration desires to place a record of the conference held between the complainant or designee, staff member and immediate supervisor in the staff member's personnel file, the staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file.

2. No parental complaint regarding a teacher will be heard by the Board unless the procedure outlined above has been followed. The only exception would be if during a public meeting a complainant would attempt to complain and the Board may indicate that the appropriate place to issue his/her concern would be at an executive session. After the executive session, an administrator will inform the teacher of the nature of the complaint.

3. An anonymous report or a concern raised by someone wishing to remain anonymous is recognized as nothing more than a concern. The administrator/supervisor receiving an anonymous report may choose to share the anonymous item with the employee but the administrator/supervisor shall not share the information/concern with anyone else.

B. Access to Personnel File

1. A personnel file shall be maintained in the central office by the Superintendent for each teacher and said file shall be the only official file for the teacher. The Superintendent shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, and completeness. A log shall be maintained with each individual's file that will show the name and date of all persons who have viewed the contents.

2. The member shall have access to his/her official personnel file, upon request, during the regular duty hours of the central administration office.

3. The bargaining unit member shall be afforded an opportunity to place his/her signature and the date on any material that relates to job performance prior to its placement in the file. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the file. Said response shall be attached to and shall become part of the document that is to be placed in the file. The response shall be included should dispersal of the original document be made. The member's refusal to sign any material shall not bar or prevent the filing of such material in the file. When material is to be placed in the file which may reasonably be considered unfavorable, the involved teacher shall receive written notice of the inclusion of such document. A copy of the document shall be provided the member. The member shall be given the opportunity to compare his/her copy with the original and shall sign and date such document or attach a signed and dated response or make a notation that he/she does not intend to sign said document. Anonymous letter(s) or material will not be placed in the personnel file.

4. If the member disputes the accuracy, relevance, timeliness, or completeness of information contained in the file, he/she may request the Superintendent to investigate the current status of the information.

   a. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the member of the results of the investigation and the action, if any, the district plans to take with respect to the disputed information.

   b. The Superintendent shall delete any information that he/she cannot verify or that is inaccurate.

c. All disciplinary documents placed in the teacher's personnel file shall cease to be in effect for purposes of discipline and documentation after seven (7) years from the date of filing, provided the teacher has not been the subject of another disciplinary action of any type within that time period.

C. Threats Against Teachers

1. Teachers shall report in writing to the supervisor any threats of criminal or civil action against them arising out of and in the course of their employment. The Superintendent shall review the matter, make recommendations and/or take appropriate action.

2. Disciplinary action shall not be taken against a teacher solely on the basis of a written complaint by a parent or student unless an informal hearing is first held and the teacher and his/her representative have had the opportunity to question and/or rebut the assertions of the accuser. If any such complaints are received, written copies of the complaint shall be forwarded to the affected teacher. If the complaint, or any materials associated with the complaint, is deemed serious enough to be placed in a teacher personnel file, a conference including the complainant, the teacher, and an administrator will be held. If a complaint is placed in the teacher's personnel file, the affected teacher shall have the right to attach a statement concerning the complaint.

D. Academic Freedom

1. Teachers shall be free to present instructional materials which are pertinent to the subject and level taught and are within the outlines of appropriate course content as determined by administrative procedure and the Board adopted courses of study.

2. If a teacher intends to inject controversial subject matter into course coverage, the approval of the supervisor must first be secured. All facts relative to controversial issues shall be presented in a scholarly, unbiased and objective manner.

3. Whenever it is alleged by a group or an individual that a teacher has abused his/her academic freedom under this provision, the matter will be referred to the Superintendent for review. The teacher shall be informed of the specific charges and will have the opportunity to confront his/her accuser(s) to define his/her position.

SECTION VI - REQUIRED MEETINGS

A. Faculty meetings held by the principal shall normally be held during the teacher day. Principals will distribute a tentative list of meetings at the beginning of the school year. Teachers shall not be required to attend more than one faculty meeting per month outside the teacher day. Meetings will normally be held to a sixty (60) minute maximum unless extended by mutual agreement. Failure of teachers to attend extra meetings shall not

prohibit the administration from designing curriculum, selecting and purchasing textbooks and related materials, and other activities in the management of the District.

B. All bargaining unit employees shall be expected to attend open house activities and parent/teacher activities unless excused by their supervisor for reasonable cause. For PTO/PTA business meetings, elementary staff will develop a plan to assure at least two (2) representatives at meetings.

C. All bargaining unit members who have regularly scheduled school and/or extra-curricular activities immediately following school dismissal or who must perform some activity that cannot be reasonably accomplished at any other time, may be excused by their supervisor for reasonable cause. Members excused from attendance shall be responsible for obtaining the proceedings and action taken at such meetings.

D. The administration reserves the right to call emergency meetings at its discretion, before or after the school day.

E. The administration reserves the right to re-schedule any meetings related to curriculum matters and/or textbook adoptions.

F. In addition to the above, teachers shall attend a reasonable number of other meetings during the school year related to their teaching duties when such meetings are necessary to address the educational needs of students and/or the District educational programs. Teachers shall be paid at the rate of Thirty Dollars ($30.00) per hour for attendance at any meeting which occurs outside of the teacher work day. The Administration and the Union will jointly develop a list of meetings eligible for this compensation at the beginning of each school year.

G. Up to two (2) planning periods per month may be used for group meetings as determined by the administration provided teachers are given one (1) week's prior notice. Reasonable efforts will be made to prevent the loss of two (2) planning periods being used for meetings within a five (5) day period. Reasonable efforts will be made to prevent scheduling a meeting during planning time on the last day immediately prior to a school break that consists of multiple school days.

SECTION VII - NON-TEACHING DUTIES

A. General Provisions

1. All non-teaching duties shall be divided among the staff members of each school on an equitable basis.

2. All members of the bargaining unit shall be responsible for providing assistance in the maintenance of student discipline throughout the school buildings and on school grounds.

3. Elementary (K-5) General Education teachers shall not be required to perform cafeteria control duty, restroom duty or kindergarten bus duty during the lunch period. Teachers will be required to supervise individual classrooms and hallways during indoor recess and provide playground supervision during recess.

B. Student Teachers

1. Assignment of student teachers is the responsibility of the Superintendent or his/her designee.

2. Before the end of each school year, teachers will be asked to indicate their request to have a student teacher during the course of the following academic school year.

3. The cooperating teacher is responsible for the learning and behavior of pupils in his/her classroom. In accepting a student teacher, the cooperating teacher is also responsible to provide the student teacher with guidelines and supervision of his student teaching experience. However, the cooperating teacher will be held responsible for actions of a student which are beyond the reasonable means of deterring and rectifying incorrect information and/or behavior.

SECTION VIII - REDUCTION IN FORCE

The Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before implementing any reduction in force. If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided for in ORC §3319.17, or for financial reasons, the Board of Education shall proceed with such reduction in the following manner.

A. If the Board determines a RIF may occur, it will notify the Association president in writing thirty (30) days prior to the date the RIF may be implemented.

B. The Board will develop and provide to the Association president a RIF list of potentially affected teachers.

C. Representatives of the Board will be available to meet with representatives of the Association to review the proposed RIF.

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

2. Seniority will be defined as the length of continuous service in the Bucyrus City School District.

a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.

b. If two or more teachers have the same length of continuous service, seniority will be determined by:

(1) the date of the Board meeting at which the teacher was hired; and then by

(2) the date the teacher signed his/her initial employment contract in the district; and then by

(3) Date of Application

(4) any remaining ties will be broken by lot.

3. Should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first as follows:

a. Comparable evaluations as defined in this Agreement.

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

4. Should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, then continuing contract teachers shall be reduced as follows:

a. Comparable evaluations as defined in this Agreement.

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

5. Except as set forth in subsection (a) below, in determining comparable evaluations, a teacher's best evaluation over the last two years shall be utilized. Comparable evaluations shall be defined as follows:

a. All teachers who were rated "Ineffective" for the last two (2) consecutive years shall be deemed comparable to one another;

b. All teachers rated "Ineffective" will be deemed comparable to one another;

c. All teachers rated "Developing" or "Skilled" will be deemed comparable to one another, unless no affected teacher is rated "Developing", in which case move on to subsection (d); and,

d. All teachers rated "Accomplished" or "Skilled" will be deemed comparable to one another.

D. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for twenty-eight (28) months from the date of the reduction.

E. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancies.

2. Teachers on the recall list will be recalled in inverse order of their layoff for vacancies in areas for which they are certified/licensed.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who declines to accept the position will forfeit all recall rights. If a teacher receives notification and fails to respond within seven (7) calendar days of receipt, he/she will forfeit all recall rights. If the Board makes reasonable attempts to notify a teacher of a vacancy, but notice is not received so that the individual is unable to respond within seven (7) calendar days, he/she will forfeit recall rights to the position but will remain on the recall list.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of the layoff; however, if a returning teacher is legally entitled to a step increase, it shall be granted. However, seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. Comparable evaluations shall be defined above.

F. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancies, nor shall it interfere with any other lawful professional procedures in the district.

SECTION IX - LEAVE PROVISIONS

A. General

1. Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by ORC §3319.13.

2. Without request, the Board may grant a leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with the provision of the law (ORC §3319.16).

3. The Board may not grant a leave of absence for the purpose of professional growth and improvement, unless there is available a satisfactory substitute nor grant leaves to more than five (5) percent of the professional staff at any one time nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary nor grant a leave longer than one school year nor grant a leave to any teacher more often than once for each five (5) years of service nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave (ORC §3319.131).

4. If the request for a leave of absence is approved, the teacher shall be notified in writing, within ten (10) working days, of such action. In addition, the teacher shall be notified about the following matters regarding the leave of absence: a) the period of absence; b) without or with pay or fraction thereof; c) granting a sick leave during absence; d) granting of service credit for salary schedule during period of absence; and e) the retention of rights of tenure, retirement, and insurance.

5. The Association and its members agree to take leaves of absence, including sick leave, only for legitimate reasons.

6. Upon the return of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave, unless otherwise stated under the heading of a specific leave of absence. Every effort shall be made by the Superintendent to reinstate staff members upon return from a leave of absence to their original position held prior to such leave. However, if the original position is not available said teacher shall be assigned to a comparable position for which he/she holds proper certifications/licenses.

7. Any teacher employed to replace a teacher on leave shall be informed of the temporary nature of his assignment.

8. Any teacher who is granted a leave of absence under false pretenses or who uses said leave for unauthorized purposes may be subject to appropriate disciplinary action by the Superintendent of schools.

B. Sick Leave

1. Members of the bargaining unit shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

2. New members and present staff who have exhausted their accumulated sick leave shall be credited, as needed, with up to ten (10) days annually. Such credited leave will be deducted from the final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance.

3. A member shall accrue a maximum of two hundred sixty-three (263) days of sick leave.

4. Members may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and students, and due to illness, injury or death in the employee's immediate family. A member will be paid his/her regular salary until all accumulated sick leave, subject to the provisions of ORC §3319.141, is exhausted or until he/she returns to work, whichever is first.

   a. If a regular teacher is absent because of a death of a member of the immediate family, sick leave shall be granted for a period of five (5) days. Upon the request of a teacher, the Superintendent of schools may extend this time, if the circumstances so dictate and additional time is required.

   b. If a regular teacher is absent because of illness of a member of the immediate family and such illness extends for more than five (5) days or is diagnosed as a permanent disability, sick leave will be paid for five (5) days, since it is presumed that the teacher can arrange for professional care of the relative within a five (5) day period. Upon the request of a teacher, the Superintendent of schools may extend this time for additional days, if the circumstances so dictate and additional time is required. Employees giving birth may use up to six (6) weeks of sick leave during the postpartum recovery period.

      Up to five (5) days of paternity leave shall be allowed upon the return home of both mother and child. Additional unpaid leave days will be granted under the Family and Medical Leave Act (FMLA).

   c. Immediate family shall include wife or husband, father, mother, children, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relatives living in the same household with the teacher. For death or illness of relatives outside the immediate family, absence may be approved up to, but not exceeding, two (2) school days.

d. Absence due to the aforementioned reasons must be charged to sick leave and cannot be charged to other established leave policy.

e. Sick leave shall not be charged for days schools are not in session.

f. The Board requires that employees furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave days earned and accumulated and days advanced in accordance with number 2 above. Sick leave will accrue while an employee is on paid sick leave.

g. During sick leave, the employee cannot be otherwise gainfully employed. A "return to work statement" furnished by a licensed physician listing any and all limitations may be required from the employee by the Superintendent for absences in excess of five (5) consecutive days or more.

h. Any sick leave earned and unused in prior employment in any public school system or governmental agency in the state of Ohio may be transferred to the employee's account in the Bucyrus Schools at the time of employment, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

i. A teacher resigning within the school calendar year as of August 31, is entitled to accumulate sick leave so long as he/she is on payroll status, but if the full payment of salary is made to the teacher at the close of the school year in June, the teacher is not entitled to accumulated sick leave. A teacher employed but not on payroll status until September will not accumulate sick leave during July and August until the first day of employment as specified by his/her contract of employment.

j. The term "pregnancy" among those reasons for which an employee may be granted sick leave allows absences for any disability occurring due to pregnancy and such disability naturally includes a period of time before and one afterward for recuperation, the exact length of which is a matter for medical rather than administrative determination.

k. <u>Rehabilitation</u>

(1) Sick leave may be used by members of the bargaining unit for the treatment of alcoholism or other drug addiction under a supervised plan.

(2) Alcoholism shall be recognized as a disease as shall addiction to drugs, prescription or non-prescription.

(3) No member of the bargaining unit shall be terminated or otherwise discharged for undergoing medically supervised treatment for alcoholism or drug addiction.

(4) Upon completion of treatment and the presentation of the doctor's certification of the member's ability to resume duties, such member shall be returned to duty.

(5) A leave of absence without pay shall be granted in lieu of using sick leave to undergo supervised treatment, if the member of the bargaining unit has exhausted accumulated sick leave or wishes to preserve it.

(6) When, through the evaluation procedure, a member of the bargaining unit fails to demonstrate acceptable performance, and when such unacceptable performance is caused by alcoholism or drug addiction, the Board may demand that the member of the bargaining unit enter into an involuntary supervised treatment plan.

5. Sick leave applications shall be on the agreed form, in writing and signed.

6. Sick leave shall be granted only for those sick days earned, accumulated and advanced in accordance with this section, except the sick leave shall accrue while the employee is on paid sick leave.

7. Any teacher whose personal illness extends beyond the period compensated under the sick leave policy shall continue to be covered under the Board insurance program for the remainder of the school year (August 31) if he/she submits to the Board the monthly premium on the first day of each month. In no event is this provision intended to circumscribe rights prescribed by law.

8. <u>Sick Leave Bank</u>

a. When a bargaining unit member has exhausted all of his/her accumulated sick leave, including the ten (10) advanced days, and additional days are still needed, then he/she may request that additional days be transferred from other bargaining unit members with accumulated sick leave.

b. Upon receiving such a request, the Board shall distribute a notice (Appendix L) to all bargaining unit members notifying them of the request. Any employee wishing to donate accumulated sick leave to the bargaining unit member, shall submit the lower half of form Appendix L to the Treasurer. Upon receipt of the signed form authorizing the donation of days, the Treasurer shall transfer the days.

(1) Donations will be computed on a day for day basis. Any advanced days will first be deducted from the sick leave bank days donated.

(2) No more than two (2) sick leave bank requests may be made per year.

(3) The recipient shall receive a maximum of one hundred ten (110) days of sick leave, per request.

(4) All donations of sick leave will be voluntary.

(5) All donations will be considered confidential.

(6) Any employee donating sick leave days may give up to a maximum of five (5) days, provided he/she does not deplete his/her own sick leave balance to less than thirty (30) days.

C. Unpaid Leave

In addition to the provisions of sick leave provided in Section B, a member who is pregnant or adopts a child of preschool age, shall, upon request, be granted a leave of absence without pay for maternity/paternity/adoption reasons. Such leave shall begin at any time after the onset of pregnancy or if adoption, receipt of custody, and shall be for the balance of the current school year plus one additional year which shall be taken at the teacher's option. If a teacher exercises the option to take the additional year's leave, he/she shall notify the Board in writing of his/her intentions by no later than June 1 preceding the optional year.

1. Time Period for Filing Application

Application for maternity/paternity/adoption leave should be made ten (10) days, if possible, prior to the requested beginning of maternity/paternity/adoption leave. The application time period will be waived for adoption.

2. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity/adoption leave. Member on maternity/paternity/adoption leave may continue to participate in employee Board-paid group benefits provided they furnish the treasurer with the necessary premium payments in advance of when they are due. Since maternity/paternity/adoption leave is without pay, the Board-paid group benefits stated herein do not apply to the State Teachers Retirement System.

3. Reinstatement

Upon return from approved maternity/paternity/adoption leave, at the time specified in the application, every reasonable effort should be made by the Superintendent to reinstate staff members desiring to return from leave to the original or comparable position. If the said position has been abolished, the returning member shall be appointed to an equivalent certificated/licensed position for which he/she is certified/licensed to teach.

D. Personal Leave

All full-time certificated/licensed personnel shall be granted up to a maximum of three (3) days of personal leave per school year, subject to the terms and provisions listed below.

1. Those teachers beginning service in the Bucyrus City School District between September 1 and November 30 may be granted up to three (3) days of personal leave; teachers beginning service between December 1 and the last day in February may be granted up to two (2) days; and those teachers beginning service on or after March 1 of any school year may be granted one (1) day of personal leave.

2. Certificated/licensed personnel seeking approval for personal leave with pay shall complete the required form stating the date(s) of the requested absence, and the total number of days involved. The employee shall submit the completed form to the Superintendent not less than three (3) working days in advance of the effective date of the request.

3. In the case of an emergency the Superintendent or his designee may waive the three (3) day prior approval, and the request may be granted by telephone or in person. The required paperwork will still need to be completed by the employee.

4. Personal leave may not be used to extend school holiday periods or recesses in the school year calendar, or for leaves covered by any other provisions of this bargaining agreement unless it is an emergency and approved by the Superintendent or his designee.

5. If an employee has unused personal leave at the end of the school year, the employee will be reimbursed for the unused personal days at the rate of Two Hundred Dollars ($200.00) per day by the Board of Education. Reimbursement will be made in the month of July.

6. No more than five percent (5%) of the teaching staff in a building are absent for personal leave at one time unless it is an emergency and approved by the Superintendent or his designee. If the leave is denied, written notification shall be provided.

E. Judicial Leave

The Board shall pay the employee his full salary for each subpoenaed day of absence for witness or jury service providing the employee will endorse his court check to the Board of Education.

F. Military Leave

1. Any teacher who is called into the Armed Services of the United States shall be granted a leave of absence, without pay, for the period of such absence.

2. Requests for military leave shall be submitted to the Superintendent of schools in writing accompanied by official orders for induction.

3. Upon release from active service with a discharge other than dishonorable, a teacher shall be reinstated in a comparable position to the one held at the time of induction if application for reinstatement is made within ninety (90) days of discharge.

4. Upon such application the teacher shall be re-employed at the first of the next school semester if the application is made not less than thirty (30) days prior to the beginning of the school semester.

5. All years of active military service in the Armed Forces of the United States, as defined in ORC §3307.75, to a maximum of five (5) years, shall be counted as teaching service credit. For purposes of this calculation, a partial year of active military service of eight (8) months or more in the Armed Forces shall be counted as one (1) full year and need not be within a calendar year.

6. The rights under this policy will terminate upon any voluntary extension of such military service.

7. The Board of Education may suspend the contract of the replacement teacher whose services become unnecessary by reason of the return of a teacher from service in the Armed Forces or auxiliaries thereof, in accordance with ORC §3319.17.

8. All certificated/licensed employees of the Bucyrus City School System who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the employee's full salary and compensation received for military duty.

G. Professional Leave

1. Any certificated/licensed employee requesting to attend a job related conference, convention, workshop, or to observe other teachers within or outside the school district, may be absent for such purpose, without loss of pay.

2. Professional meetings must be within the employee's area or subject of school assignment.

3. Certificated/licensed employees seeking approval for professional leaves shall complete the required form and submit it to the building principal. The building principal shall submit the completed professional leave request to the Superintendent of schools not less than ten (10) school days in advance of the effective date of such request. In case of extenuating circumstances the number of days can be waived.

4. There will be an equitable distribution of professional leave for those requesting it. Professional leave will be encouraged.

5. A copy of the professional leave request, marked approved or rejected, shall be given to the teacher, as soon as possible after application has been made, but in no case later than the close of the second working day preceding the date of the requested leave. If rejected, the reasons shall be briefly stated.

6. The Board shall pay, in addition to the teachers' salaries, the expenses (including registration fees, meals, lodging, and transportation) incurred by teachers who attend professional meetings or improvement sessions at the request and/or with the advance approval of the Superintendent for particular purposes of professional improvement to the school system and/or the individual participating. This reimbursement shall be paid by the Board to the amount of Six Hundred Dollars ($600.00) per school year, per employee. Additional amounts would be paid at the discretion of the Superintendent. Original bills must be submitted along with the absence form within five (5) workdays after their return.

7. Upon request, teachers shall submit a written report to their immediate supervisor, who will distribute it to interested parties.

8. The maximum per-meal allowance for each day of professional leave is:

Breakfast	$16.00
Lunch	$20.00
Dinner	$31.00

H. Association Leave

Five (5) days of leave will be granted annually to permit attendance of Association members at conventions or other meetings sponsored by the OEA or to permit the Association officers to attend to Association business without loss in pay but at their own expense. The Association president shall submit written notice to the Superintendent of the names of the teachers who will take such leave under this provision at least one (1) week in advance of the intended absence.

I. Assault Leave

1. Teachers shall immediately report in writing all cases of physical assault suffered in connection with their employment to their supervisor. A copy of this report shall be forwarded to the Superintendent who will advise the teacher of his/her rights to take such legal action as prescribed by law and of the obligations of the teacher with respect to such physical assault.

2. A school employee may be absent from duty under the provision of sick leave, special leave, and other types of leave provided by statute and other administrative procedures.

3. In addition to the above, a school employee may also be absent from duty for a maximum of ninety (90) days due to an assault which occurs in the course of employment.

4. In order to qualify for assault leave, which shall not be charged against sick leave or against other leave, the following guidelines should be observed:

   a. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board of Education.

   b. The Board of Education will require, for the verification of the use of the assault leave, the employee to furnish a signed statement on forms prescribed by the Board. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

   c. If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of time the employee will be maintained on a full pay status, during the period of such absence, shall be until the employee is able to perform his/her previously assigned duties, subject to the following limiting factors:

      (1) Payment shall be made only to an individual who is under contract to the Bucyrus City School District.

      (2) The effective date of the resignation of the employee would terminate assault leave.

      (3) The effective date of the service or disability retirement of the employee would terminate assault leave.

      (4) The termination of the contract between the employee and the Board of Education, according to procedures outlined in the document and in accordance with Ohio Revised Code, will terminate assault leave.

   d. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under ORC §3319.16.

   e. All earnings paid to an employee under an authorized assault leave shall be in lieu of lost time benefits payable under Workers' Compensation insurance.

J. Family and Medical Leave

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

2. Leave Provisions

   a. Each employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for a serious health condition of the employee or for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

   b. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

   c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of the Agreement for all or part of the unpaid leave granted under this article.

   d. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave, using Appendix M.

   e. When medically necessary, leave may be taken intermittently.

3. Protection of Employment

   a. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.

   b. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced. These benefits include sick leave, personal leave, professional leave, and vacation.

4. Insurance Continuation

   The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

5. Year

For purposes of family leave benefits, year shall be defined as the twelve month period measured forward from the date the employee's first FMLA leave begins.

SECTION X - ASSIGNMENT AND TRANSFER OF TEACHERS

A. Definitions

1. Assignment shall be defined as the placement of a teacher in a school building, teaching in a specified subject area, department or elementary grade level.

2. Voluntary transfer shall be defined as a request by an employee to fill a vacancy.

3. Reassignment shall be defined as a change in a teacher's assignment initiated by the administration, within a school defined as elementary, middle, or high school.

4. "Involuntary transfer" shall be defined as movement from one school to another.

5. Each member of the bargaining unit shall be assigned to a specific position by, or under, the direction of the Superintendent and may be transferred to any other position in accordance with the provisions of this master agreement.

6. Teachers under contract during a school year will be notified in writing of their teaching assignment, including new classes the teacher will be teaching, for the following school year not later than the close of the current school year. In the event a change in school, assignment, or class is necessary after the deadline, the teacher shall be notified in writing as soon as the change can be reasonably finalized.

B. Voluntary Transfer

1. Voluntary requests for transfer shall be made in writing to the Superintendent indicating in order of preference: (1) school or schools desired; (2) grade level; and (3) subject area (within certification/licensure limitation).

2. Requests for voluntary transfer shall be acknowledged in writing within five (5) working days of their receipt by the Superintendent.

3. All vacancies occurring shall be made available for transfer requests.

4. Criteria to be used in consideration for transfer shall be as follows:

   a. Length of continuous service in the school district.

   b. Appropriate certification/licensure.

c. When a vacancy occurs and there are applicants from either inside and/or outside the school system, the most qualified applicant shall be awarded the position, notwithstanding the above criteria.

C. Involuntary Transfer

1. The Board will not transfer for arbitrary, capricious, or discriminatory reasons or in retaliation for exercising protected rights.

2. Any teacher involuntarily transferred shall be given written reasons at least five (5) days in advance of the involuntary transfer.

3. When there are two (2) or more internal applicants to a vacancy an involuntary transfer will not be imposed.

4. All persons applying for a transfer/vacancy will be interviewed for the open position and be given all due consideration for the position requested.

5. The Board agrees that it will not involuntarily transfer any teacher to a position for which they are not properly qualified under the law.

6. When a teacher is involuntarily transferred or reassigned, the District will assist the teacher in the move. The teacher will be responsible for packing items that are to be moved. The District will be responsible for moving the items.

7. Prior to any involuntary transfer, the administration will seek volunteers to make any such transfer.

D. Reassignment

1. Any teacher reassigned shall be given written reasons at the earliest possible time.

2. The employees will have an opportunity to discuss the reassignment with the Superintendent, if desired, prior to the implementation of the reassignment. Whenever possible, reassignment will be processed prior to June 1. After the school year has ended, members shall be notified by July 25th of any reassignment or transfer. Reassignment after July 25, will be discussed with the Association President prior to implementation.

3. Reassignment is typically implemented due to enrollment reasons.

4. Every reasonable attempt will be made to not reassign a teacher more than two (2) times in five (5) years.

E. Vacancy Postings

1. All position openings for certificated/licensed staff shall be posted on at least one bulletin board in every building and on the District website.

2. All vacancy postings shall indicate the certification/licensure required and any minimum requirements.

3. The Association president shall receive a copy of all vacancy postings at the time of the posting.

4. All vacancy postings shall be dated.

5. A vacancy shall be defined as any newly created certificated/licensed position or any certificated/licensed position being vacated through retirement, resignation, non-renewal, termination, transfer/reassignment, death or leave of absence.

6. A certificated/licensed position vacated by an employee on an extended leave of absence shall be considered a vacancy but in no way shall prevent said employee from returning to work after his/her leave of absence has ended, according to the provisions of this master agreement.

7. No position shall be filled prior to ten (10) working days from the date of the posting. In the event a vacancy occurs within ten (10) working days prior to the beginning of the student school year the posting period shall be reduced to five (5) days.

8. Candidates who are certified/licensed for any vacant position shall be granted an interview upon request.

SECTION XI - PROFESSIONAL STAFF EVALUATION

A. Purpose

The performance of all instructional personnel shall be evaluated in accordance with an organized program. Its purpose shall be 1) to help teachers achieve greater effectiveness in the performance of their duties; 2) to assist teachers in the growth and development of professional abilities; 3) to identify areas of strength and weakness; and 4) to provide a basis for future contract consideration.

B. Evaluation Procedure Defined and Application

The evaluation procedure in this Agreement conforms to the framework for the evaluation of teachers developed pursuant to Section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived holistically for a final rating. The language provided below applies only to those teachers who are under OTES per the requirements of 3319.11 and 3319.12 of the Ohio Revised Code (see Application language below).

C. Method of Evaluation

1. New professional staff will have an orientation meeting with their building principal concerning evaluation during the first three (3) weeks of school. They

will be advised as to the evaluation procedures, and will be given a copy of The Ohio Teacher Evaluation System Resource Guide for evaluation purposes used during the current year. All other teachers will be informed of this meeting and may attend in order to review the evaluation procedure.

2. Observations and evaluations shall be objective and shall be conducted openly with the full knowledge of the teacher.

3. The building principal or assistant principal will be the primary evaluator of teacher competency and shall be responsible for the recommendation of the teacher to the Superintendent. However, observations and evaluations may also be conducted by the Assistant Superintendent, the Superintendent, other qualified administrators, or any other mutually agreed upon evaluator.

4. Unless mutually agreed upon, no observation or formal written evaluation of any teacher's performance in the classroom will be made during the first three (3) weeks of school, or on the first day of the teacher's return from leave.

5. In their evaluation year, teachers shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation. A minimum of thirty (30) consecutive minutes will be allotted for each classroom observation except in those instances where the planned presentation of the teacher is for a period less than thirty (30) minutes or where, by mutual agreement of the teacher and the evaluator, a period of less than thirty (30) minutes is agreed upon.

6. The first formal observation of a new teacher will be mutually agreed upon by the evaluator and the teacher at least two (2) working days in advance of the observation, unless a shorter period is agreed upon. All other observations need not be announced.

7. The evaluator must list in the written summary the areas in which the teacher is deficient and give written recommendations for improvement and the means by which the teacher may obtain assistance in making such improvements.

8. In each successive observation, the evaluator shall indicate in the written summary those deficiencies that have been corrected and those deficiencies that could lead to non-renewal or termination.

9. The teacher may request an evaluation by another supervisor or by the Superintendent. The teacher shall submit the request to the Superintendent with documented reasons for the request prior to the Professional Growth/Improvement Plan meeting. This meeting shall not take place prior to five (5) working days after the notification of the teacher's assigned evaluator. The Superintendent will respond to the request.

10. Walkthroughs/Informal Observations that are part of the evaluation process shall be conducted in accordance with the process set forth in the section.

D. Classroom Walkthroughs/Information Observation

1. An informal observation/classroom walkthrough is a:

   a. Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;

   b. Process for giving targeted evidence-based feedback to the teacher; and

   c. Means for Administrators to visit classrooms more frequently and more purposefully.

2. An informal observation/classroom walkthrough is not a(n):

   a. Formal observation;

   b. "Gotcha" opportunity for supervisors or evaluators;

   c. Isolated event; or

   d. Shortcut to the observation protocol required as part of the teacher evaluation process.

3. All teachers benefit from informal observations. All informal observations/classroom walkthroughs should include written documentation returned to the teacher in a timely manner using the informal observation form. Teachers will be provided an opportunity to submit written comments on the informal observation form. The evaluator may also offer resources to help teachers refine their practice.

4. Informal observations/classroom walkthroughs should be consistent and frequent. Administrators should make an effort to observe teachers at varying times of the day and/or instructional period.

E. High-Quality Student Data

As part of an evaluation, at least two (2) measures of high-quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high-quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high-quality student data to demonstrate student learning.

In accordance with guidance issued by the Ohio Department of Education, high-quality student data may be used as evidence in any component of the evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;

3. Assessment of student learning;

4. The teacher's use of assessment data;

5. Professional responsibility and growth.

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

F. Final Evaluation Procedures

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed by the teacher, the receipt is to be sent to the Superintendent as soon as received.

G. Frequency of Evaluation

1. Professional Growth/Improvement Plan Meeting by October 1.

2. Pre-conference followed by an announced formal observation, followed by a post conference.

   a. Teachers on a limited contract being considered for renewal/nonrenewal by January 15.

   b. Teachers not up for contract by March 1.

3. Mid-year review meeting by March 1.

4. Unannounced formal observation, followed by a post conference by May 1.

5. A third unannounced formal observation, followed by a post conference (unless waived by the Superintendent) for teachers on a limited contract being considered for renewal/nonrenewal by May 1. No action leading to nonrenewal of contract or to dismissal will be taken against a teacher unless at least three (3) observations are conducted within the current school year.

6. Observations will be completed by May 1st, and each teacher will be provided a written report of the results of his/her evaluation by May 10. Written Notice of nonrenewal will be provided by June 1st.

7. When grounds for non-renewal are based upon professional competency, the involved teacher shall have five (5) working days after the post-observation conference before another one of the three (3) required observations is conducted.

8. Management has the right to visit any classroom at any time and their observations may be part of the teacher's record. A copy of any document to be placed in the record will be forwarded to the teacher at the time it will be placed in the record. However, this visitation shall not be interpreted to replace any of the required evaluations.

9. The Board may evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the evaluation cycle and the evaluator determines that the teacher is making progress on that plan.

10. The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the evaluation cycle and the evaluator determines that the teacher is making progress on that plan.

11. In any year that a teacher is evaluated on a less frequent cycle as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, the evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

12. The Board may elect not to conduct an evaluation of a teacher who meets any of the following criteria:

    a. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

    b. The teacher was on leave from the District for fifty per cent (50%) or more of the school year, as calculated by the Board.

H. Report of Evaluation

1. Within ten (10) working days after the formal observation, a conference with the teacher will be held at which time the written summary will be reviewed. A copy of the written summary shall be given to the teacher at this time. The teacher shall sign and date the written summary and return it to the evaluator within ten (10)

working days. Such signature by the teacher will not necessarily indicate agreement with the content of such material. The teacher shall have the opportunity to make a written response which shall be attached to and be considered part of the written summary.

I. Teacher Evaluation Form

Teacher evaluations will be recorded on the form in the SBOE's Ohio Evaluation System.

J. Professional Growth and Improvement Plans

1. Professional Growth Plans

A professional growth plan helps teachers identify areas for professional development that will enable them to enhance their practice. The teacher is accountable for implementing and completing the plan.

a. Teachers who received a rating of Accomplished on their most recent evaluation will develop a self-directed professional growth plan.

b. Teachers who received a rating of Skilled on their most recent evaluation or are new to the District will develop a professional growth plan collaboratively with their evaluator.

c. Teachers who received a rating of Developing on their most recent evaluation will develop a professional growth plan under the guidance of their evaluator.

All professional growth plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

2. Improvement Plans

The purpose of an Improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

a. Teachers who received a rating of Ineffective on their most recent evaluation will have an improvement plan developed by their evaluator.

b. A teacher may be placed on an Improvement plan at any time based on deficiencies in any individual component of the evaluation system, during the current evaluation cycle. The Improvement Plan shall be jointly developed by the evaluator and teacher.

K. Committee

The Association and the Board shall establish an OTES committee consisting of an equal number of participants (Association and Board) to jointly recommend any changes that may be necessary due to changes in policy or law, during the term of the contract. Should such a change occur, the committee would meet within 60 days to determine how this would affect the current language and whether changes need to be recommended in the contract. The committee will also consult on the issue of High-Quality Student Data measures that will be used in OTES 2.0. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment, as any final approval would occur through the MOU process between the Association President and Superintendent/Board.

SECTION XII - TEACHER CONTRACTS

Certificated/licensed employee contracts in the Bucyrus City School District shall be of four (4) types:

A. Limited Contracts

1. Limited regular teaching contracts shall not apply to supplemental responsibilities and may be approved by the Board on the recommendation of the Superintendent as follows:

   a. One (1) year contracts will be granted for the initial year of employment and, if the teacher is re-employed, for the second and third year of employment in the District.

   b. Two (2) year contracts will be granted after three (3) years of uninterrupted service in the District if the teacher is re-employed.

   c. Three (3) year contracts will be granted after completion five (5) years of uninterrupted service in the District if the teacher is re-employed.

   d. One and only one time, at the end of a contract cycle contained in a, b, or c above, the administration may return an employee to a one (1) year contract, with reasons given. If the employee is then renewed at the conclusion of the one (1) year, it will be at the place in the contract cycle where the employee was before the one (1) year contract.

B. Continuing Contracts

Certificated/licensed staff members who become eligible through certification/licensure and service requirements established by Ohio statute and who inform the administration in writing on or before September 15 that he/she will be eligible for a continuing contract during the school year shall be eligible for continuing contract consideration in May of that school year. Failure to provide such written notification, on or before September 15, shall

defer continuing contract consideration until May the following school year. If a member becomes eligible for a continuing contract during the term of a multiple-year limited contract, and the Superintendent recommends and the Board approves a continuing contract, the member agrees to waive the limited contract at the end of the academic year, then a continuing contract shall be issued for the beginning of the next succeeding academic school year.

C. Supplemental Contracts

1. Supplemental limited contracts for a term not to exceed one (1) year shall be issued to all certificated/licensed staff members performing assigned supplemental duties in addition to regular teaching duties.

2. Such contracts shall set forth the duties to be performed, the compensation to be paid and shall be signed by the employee and the appropriate Board officers.

3. The performance of any supplemental contract holder shall be evaluated in accordance with the following provisions:

   a. The appropriate school administrator and/or the athletic director shall be responsible for initiation of the evaluation procedure.

   b. Evaluators may be any administrator or other individual(s) mutually acceptable to the administrator and the contract holder. Members of the bargaining unit shall not be involved in the evaluation procedure. However, head coaches shall, upon request, provide the athletic director with substantive input with regard to the performance of the assistant coaches in their particular assignment.

   c. The first observation of a member performing supplemental contract duties will be mutually agreed upon by the evaluator and the member at least two (2) working days in advance, unless a shorter period is mutually agreed upon. All other observations need not be announced.

   d. Written evaluation shall be made after each observation, and the evaluator shall review the evaluation with the member within five (5) working days following the observation. The evaluation shall be signed and dated by both the evaluator and the member. Space shall be provided on the evaluation form for the member to indicate agreement and/or disagreement with the evaluation. Supplemental statements may be attached by either party at a later time. The member shall be given a copy of the written evaluation. A copy of the evaluation form can be found in the Appendices of this bargaining agreement.

D. Miscellaneous Contract Provisions

1. All contracts for regular teaching duties shall set forth the basic salary to be paid for the next contract year.

2. Teachers holding continuing contracts shall be notified not later than July 1 of the base salary to be paid during the next contract year, certification/licensure on file, type of contract and year granted, academic training on file as of May 1, experience in years as of the end of the current school year and the number of tax exemptions currently in effect.

3. Deduction for unauthorized and approved absences without pay shall be computed at the rate of 1/n (n=annual assigned duty days) of the annual salary for each day deducted.

E. Teacher Licensure

1. The Board and the BEA expressly agree that if any teaching employee does not possess a valid teaching certificate/license at the commencement of the school year, such event will be just cause grounds for termination pursuant to O.R.C. §3319.16.

SECTION XIII - DISCIPLINE, NONRENEWAL AND TERMINATION

A. Nonrenewal of Limited Teaching Contracts

1. Nonrenewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less.

   a. Limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year, if it is the desire of the Board not to reemploy the teacher for the following school year.

   b. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of ORC §§3319.11, 3319.111, and related statutes, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC §3319.11 or through the negotiated grievance procedure in this Agreement.

2. Nonrenewal of limited teaching contracts for employees who have been employed for more than three (3) years.

   a. Any member of the bargaining unit employed under a limited contract for more than three (3) years and whose regular teaching contract the Board intends not to renew shall be notified in writing in accordance with Ohio law of the Board's intention not to re-employ the teacher. Prior to Board action on a teacher's contract, the Superintendent shall make a recommendation to the Board with respect to the renewal or nonrenewal of the teacher's contract.

b. If evaluation procedures have not been complied with pursuant to Section XI of this Agreement, or the Board does not give the teacher written notice on or before June 1, the teacher is deemed re-employed pursuant to the provision of ORC §3319.11.

c. Extended limited contracts in lieu of regular limited contracts may be granted by the Board in accordance with ORC §3319.11.

d. Teachers with more than seven (7) years experience may be nonrenewed only for good and just cause.

B. Progressive Discipline

Disciplinary action shall be progressive. If there is a serious offense, disciplinary action may be initiated at any level. Discipline may include repetition of a step.

Step One: Verbal warning(s) with note to personnel file signed by the employee.

Step Two: Written reprimand(s).

Step Three: One to ten day suspension by the Superintendent with or without pay.

Verbal and written reprimands shall be removed after four (4) years if no other discipline occurs.

C. Termination of Contract

Termination of a teacher's contract by the Board shall be in accordance with ORC §§3319.16 and 3319.161.

SECTION XIV - SALARY PROVISIONS

A. Regular Salary

1. The BA-0 base salary will be as follows:

2026-2027:	$41,928	3%
2027-2028:	$43,186	3%

2. Direct deposit of pay shall be mandatory for all bargaining unit members.

BUCYRUS CITY SCHOOL DISTRICT
2026-2027 SALARY SCHEDULE

BASE $41,928
INCR. 3.00%
DAYS 184

YEARS	BA	BA 135	BA 150	MA	MA +15	MA +30
0	$41,928	$43,186	$44,443	$45,701	$46,959	$48,217
1	$43,815	$45,072	$46,330	$47,923	$49,181	$50,439
2	$45,492	$46,749	$48,007	$49,936	$51,194	$52,452
3	$47,169	$48,427	$49,684	$51,949	$53,206	$54,464
4	$48,846	$50,104	$51,362	$53,961	$55,219	$56,477
5	$50,523	$51,823	$53,039	$55,974	$57,231	$58,489
6	$52,200	$53,458	$54,716	$57,986	$59,244	$60,502
7	$53,877	$55,135	$56,393	$59,999	$61,256	$62,514
8	$55,554	$56,812	$58,070	$62,011	$63,269	$64,527
9	$57,231	$58,489	$59,747	$64,024	$65,282	$66,539
10	$58,909	$60,166	$61,424	$66,036	$67,294	$68,552
11	$60,586	$61,843	$63,521	$68,049	$69,307	$70,564
12	$62,263	$63,521	$64,778	$70,061	$71,319	$72,577
13	$63,940	$65,198	$66,456	$72,074	$73,332	$74,590
14	$65,617	$66,875	$68,133	$74,086	$75,344	$76,602
15	$67,294	$68,552	$69,810	$76,099	$77,357	$78,615
16	$69,810	$71,068	$72,325	$79,034	$80,292	$81,550
17	$69,810	$71,068	$72,325	$79,034	$80,292	$81,550
18	$69,810	$71,068	$72,325	$79,034	$80,292	$81,550
19	$71,613	$72,870	$74,128	$81,130	$82,388	$83,646
20	$71,613	$72,870	$74,128	$81,130	$82,388	$83,646
21	$71,613	$72,870	$74,128	$81,130	$82,388	$83,646
22	$72,032	$73,290	$74,548	$81,550	$82,807	$84,065
23	$72,032	$73,290	$74,548	$81,550	$82,807	$84,065
24	$73,416	$74,673	$75,931	$83,227	$84,484	$86,162
25	$73,835	$75,093	$76,350	$83,646	$84,904	$86,581
26	$73,835	$75,093	$76,350	$83,646	$84,904	$86,581
27	$73,835	$75,093	$76,350	$83,646	$84,904	$86,581
28	$74,254	$75,512	$76,770	$84,065	$85,323	$87,000
29	$74,254	$75,512	$76,770	$84,065	$85,323	$87,000
30	$74,254	$75,512	$76,770	$84,065	$85,323	$87,000
31	$74,673	$75,931	$77,189	$84,484	$85,742	$87,419
32	$83,059	$84,317	$85,994	$92,870	$94,128	$95,805

BUCYRUS CITY SCHOOL DISTRICT
2027-2028 SALARY SCHEDULE

BASE $43,186
INCR. 3.00%
DAYS 184

YEARS	BA	BA 135	BA 150	MA	MA +15	MA +30
0	$43,186	$44,481	$45,777	$47,072	$48,368	$49,663
1	$45,129	$46,425	$47,720	$49,361	$50,657	$51,952
2	$46,856	$48,152	$49,448	$51,434	$52,730	$54,025
3	$48,584	$49,879	$51,175	$53,507	$54,803	$56,098
4	$50,311	$51,607	$52,902	$55,580	$56,875	$58,171
5	$52,039	$53,377	$54,630	$57,653	$58,948	$60,244
6	$53,766	$55,062	$56,357	$59,726	$61,021	$62,317
7	$55,494	$56,789	$58,085	$61,799	$63,094	$64,390
8	$57,221	$58,517	$59,812	$63,872	$65,167	$66,463
9	$58,948	$60,244	$61,539	$65,944	$67,240	$68,536
10	$60,676	$61,971	$63,267	$68,017	$69,313	$70,608
11	$62,403	$63,699	$65,426	$70,090	$71,386	$72,681
12	$64,131	$65,426	$66,722	$72,163	$73,459	$74,754
13	$65,858	$67,154	$68,449	$74,236	$75,532	$76,827
14	$67,585	$68,881	$70,177	$76,309	$77,605	$78,900
15	$69,313	$70,608	$71,904	$78,382	$79,677	$80,973
16	$71,904	$73,200	$74,495	$81,405	$82,700	$83,996
17	$71,904	$73,200	$74,495	$81,405	$82,700	$83,996
18	$71,904	$73,200	$74,495	$81,405	$82,700	$83,996
19	$73,761	$75,057	$76,352	$83,564	$84,860	$86,155
20	$73,761	$75,057	$76,352	$83,564	$84,860	$86,155
21	$73,761	$75,057	$76,352	$83,564	$84,860	$86,155
22	$74,193	$75,488	$76,784	$83,996	$85,292	$86,587
23	$74,193	$75,488	$76,784	$83,996	$85,292	$86,587
24	$75,618	$76,914	$78,209	$85,723	$87,019	$88,746
25	$76,050	$77,345	$78,641	$86,155	$87,451	$89,178
26	$76,050	$77,345	$78,641	$86,155	$87,451	$89,178
27	$76,050	$77,345	$78,641	$86,155	$87,451	$89,178
28	$76,482	$77,777	$79,073	$86,587	$87,883	$89,610
29	$76,482	$77,777	$79,073	$86,587	$87,883	$89,610
30	$76,482	$77,777	$79,073	$86,587	$87,883	$89,610
31	$76,914	$78,209	$79,505	$87,019	$88,315	$90,042
32	$85,551	$86,846	$88,574	$95,656	$96,952	$98,679

B. Salary Schedule Advancement

1. Salary schedule advancement will occur upon receipt of official transcript or e-transcript of grades from college or university of attendance, with clear indication noted on the transcript of courses taken for the advancement. Transcript will be date stamped, or in the case of machine failure, hand written with the date received. Salary schedule advancement shall be effective on a quarterly basis.

2. The Superintendent will be permitted to grant up to thirty (30) years experience on the salary schedule (including a maximum of five years military service experience) when employing a teacher from another chartered school system.

3. Credits shall be granted, as stated above, for experience in any accredited nonpublic school.

4. Academic credit for advancement on the salary schedule beyond the B.A. degree column shall be accepted from an accredited college or university under any of the following conditions:

   a. Credit received is graduate level and/or part of a program that leads to a Master's degree related to the education field.

   b. Credit received is from a program of professional growth and development related to the teacher's present teaching position. Undergraduate credit shall be acceptable for advancement to the B.A. and 135, B.A. and 150 semester hours columns.

   c. Credit meets the requirements of the Ohio Revised Code for placement in the 150 hours column.

C. Supplemental Salary Schedule

1. Any bargaining unit member performing duties listed in the supplemental pay schedule shall receive the compensation for that additional duty contained in this schedule. Contract(s) shall be approved prior to the close of the school year preceding the effective date of the Contract.

2. For extra-curricular supplementals, except for performance which would otherwise lead to nonrenewal or termination of a teacher contract, teacher performance within a supplemental contract shall not adversely affect a bargaining unit member's continued employment in the district.

3. For explanation purposes, co-curricular carries with it the opportunity to earn credit; extra-curricular does not.

4. Between negotiation times additional activities and their supplemental salary may be added to this schedule by mutual consent of the Association and the Board.

5. Members shall not be required to accept a supplemental responsibility(ies) without his/her agreement and the execution of an appropriate contract.

6. Period of assignment of additional duty shall appear on the supplemental contract as well as the compensation and payment plan.

7. At the end of the supplemental duty period, the principal and the coach/advisor shall have a conference to review the seasonal assignment.

8. Experience shall be awarded for experience in the same or similar area of responsibility (i.e., baseball, softball, etc.) both within and outside the district. Persons moving to a head coaching position will receive credit on the head coaches' schedule for years assisting in the same or similar sport.

9. Extra Duty Pay Schedule — The index numbers specified in the following schedule are to be applied as follows:

    a. Zero (0) years experience — applied to the B.A. Step #1 of teachers' salary schedule.

    b. One (1) to three (3) years experience — applied to the B.A. Step #2 of teachers' salary schedule.

    c. Four (4) to six (6) years experience — applied to the B.A. Step #4 of teachers' salary schedule.

    d. Seven (7) years or more experience — applied to the B.A. Step #6 of the teachers' salary schedule.

EXTRA DUTY PAY SCHEDULE

The extra duty salary schedule for the Bucyrus City Schools provided compensation for special members of the faculty for supplemental services. There has been an effort to reflect in the amount of monies provided for each assignment such factors as time involved, number of student participants, community expectations, financial responsibility, and contribution to general school esprit de corps.

The assigned percentages are as follows:

Head Football.....20
Head Boys Basketball.....20
Head Girls Basketball.....20
Head Track (one coach both Boys and Girls).....20
Head Cross Country (Boys and Girls).....16
Head Wrestling.....14
Head Track (Boys only).....14
Head Track (Girls only).....14
Head Baseball.....14

Head Softball 14
Head Golf 14
Head Boys Tennis 14
Head Girls Tennis 14
Head Volleyball 14
Head Swimming 14
Varsity Assistants in All Sports 11
Freshman Assistants in All Sports 10
Middle School Assistants in All Sports 9
Assistant Athletic Manager (Middle School) 9.5
Head Bowling 12
Bowling Assistant 11
Middle School/High School Choir 6
Elementary Choir 4
High School Cheerleading 12
High School Assistant Cheerleading 9
Middle School Cheerleading 7
High School Concert, Marching and Pep Band 17
Middle School Marching and Pep Band 16
Majorettes and Flag Corps Advisor 4
High School Spirit Club 4
Percussion Advisor 4
Curriculum Committee Chairperson 4.5
Yearbook Advisor 9
Newspaper Advisor 6.5
Bucyrus High School Show Choir 5
Bucyrus Middle School Show Choir 5
Drama Advisor 10
Assistant Drama Advisor 5
High School Quiz Team 4
Girls' Boosters 7
Science Club 4
High School Student Council 7
Middle School Student Council 7
Senior Class Advisor 4
Junior Class Advisor 5
Prom Advisor 5
Sophomore Class Advisor 2
Freshman Class Advisor 1
National Honor Society Advisor 3
Art Club Advisor 4
Teacher Leader 5.5
E-Sports 4
Interact 4
Accompanist Music 4

D. Pay for Covering Classes

1. In the event that a specialized substitute or a regular substitute cannot be obtained for a class, then the regular classroom teacher, when asked by the building administrator to relinquish any preparation time, will cover the class and be paid at the rate of Thirty Dollars ($30.00) per hour.

2. By mutual agreement of a teacher and the teacher's assigned principal/supervisor, the teacher may waive all of his/her planning period in order to teach an additional class. Such teacher who has waived all of his/her planning time shall be paid the prorated portion of his/her per diem wages in exchange for teaching the additional class.

E. Hiring Retired Teachers

1. Definition of Retiree — A retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio, and who retired from service from the District.

2. 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. This may only occur after proper posting and bidding by the bargaining unit.

3. A retiree shall be paid in accordance with the negotiated salary schedule and shall be placed on the schedule as if they were a new employee in the District.

4. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of this Agreement regarding limited contract teachers shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to ORC §§3319.11 and 3319.111.

5. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

6. A retiree shall accumulate and may use sick leave in accordance with Section IX (B) of the Negotiated Agreement, but shall not be entitled to severance pay under Section XV (F) of the Negotiated Agreement or under law upon conclusion of employment as a retiree.

7. Eligible rehired retirees may obtain single or family medical insurance under the minimum value plan ("MVP") approved by the Board in accordance with the Affordable Care Act. The Board will pay one hundred percent (100%) of the premium amount. Rehired retirees working less than thirty (30) hours per week may obtain single or family medical insurance under the MVP by paying one hundred percent (100%) of the premium amount. Rehired retirees are eligible for payment for refusing medical insurance under Article XV(C) at an amount of twenty percent (20%) of the annual premium for the MVP, up to a cap of Four Thousand Dollars ($4000.00).

8. A retiree shall not accumulate seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to Section VIII of the Negotiated Agreement.

9. A retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes ORC §3313.53.

10. A retiree shall not be eligible for purchase of service credit.

11. Retired teachers who were rehired by the Board prior to ratification of this Agreement shall be eligible for the District's insurance at the same rate as the remainder of the Association members.

SECTION XV - FRINGE BENEFITS

A. Medical Insurance

1. Hospital Surgical Insurance

The Board shall agree to make available hospital/surgical coverage comparable to the current plan of benefits in effect at the start of this Agreement. Major changes in benefits will be reviewed with the benefits committee prior to implementation.

Full time for insurance purposes only shall be defined as employees who work the full length of the teacher day. The Board shall pay the percentage of the monthly premium cost for such insurance, and the employee shall pay the remaining percentage through payroll deductions for employees, in accordance with the following schedule. Part-time teachers shall receive coverage on a pro-rata basis, based upon the percentage of full time they work. When two spouses are employed by the Board, only one family plan may be selected.

Year	Board Percentage	Employee Percentage
2026-2027	85%	15%
2027-2028	85%	15%

2. The Board shall also offer a High Deductible Health Plan with a Health Savings Account, as specified in Appendix O. The Board shall pay eighty-five percent (85%) of the premium, and the employee shall pay fifteen percent (15%) of the premium. The Board shall make no contribution to each employee's individual HSA. Plan design and benefits, premium splits, and Board HSA contribution are all subject to review and recommendation by the Insurance Committee.

3. The District's health insurance consultant shall conduct individual mandatory meetings with all members to discuss health insurance plan enrollment options on an annual basis prior to the enrollment period.

B. General

1. The Board will provide the Association with at least twenty (20) days notice before making any change in insurance carrier(s) or insurance administrator(s).

2. Nothing within this section, hospital/surgical insurance, shall be construed to limit the Board's right to determine and select the carrier/administrator of its choice.

3. See Appendix N for insurance specifications for the PPO plan and Appendix O for the HSA plan.

4. A pre-admission review and continued stay review program will be instituted to ensure that each hospital admission is appropriate and consistent with the diagnosis and treatment plan. When a physician recommends hospitalization, the covered employee/dependent will need to contact the toll-free number of the carrier's review department prior to the schedule admission. In case of an emergency hospital admission, the employee or family member will need to contact the carrier's review department by the next business day.

5. A "Second Surgical Opinion Program" will be instituted to ensure that the insured is receiving consideration for all possible medical alternatives. The program is voluntary and is offered as a convenience. However, certain procedures may require a second opinion prior to surgery.

6. Premiums shall be paid for all certificated/licensed employees whose resignations become effective at the end of the current school year as long as the employee is on the Board payroll but, in no case, after the month of August.

7. The last monthly premium paid by the Board for an employee who resigns during the current school year shall be for the month in which the resignation becomes effective.

8. Comprehensive Major Medical Coverage shall be in accordance with or equivalent to specifications as prescribed in Appendix N of this Agreement.

9. Insurance Committee

The Superintendent, Treasurer, and two (2) people designated by the Association President will meet at least annually to review insurance data information, monitor rates, monitor customer service, and make recommendations about plan design. A non-voting Board of Education member may attend such meetings as well. Training regarding health insurance matters shall be provided. Formal recommendations of the Insurance Committee must be determined by majority vote. All committee members must vote, with no abstentions permitted. The Insurance Committee recommendations must be ratified in a Memorandum of Understanding by the Board and the Association in order to be binding on the parties.

C. Hospital/Surgical Insurance — Refusal Option

1. Full time bargaining unit members who are insured under a health insurance plan and who are eligible to receive Board paid contributions to health insurance plan benefits provided in this Agreement, and who do not subscribe to those insurance benefits, and for whom the Board makes no insurance premium contributions, are eligible to participate in the refusal option. For employees hired on or after September 1, 2005, this provision does not apply when both spouses are employed by the Board. For such employees hired on or after September 1, 2005, each family is entitled to only one (1) family plan.

2. The refusal option must be exercised by the member at the beginning of the plan year. The member will notify the treasurer's office in writing of his/her decision to exercise the refusal option.

3. Full-time bargaining unit members who exercise the refusal option will be paid an amount equal to twenty-five (25) percent of the amount which the Board would have been required to contribute to that member's health insurance premium payment, had the member been eligible for, and subscribed to, that coverage. This payment shall be paid within thirty (30) days after the end of the plan year. The bargaining unit member must be employed by the Board at the time this payment is made to be eligible.

4. Bargaining unit members who exercise the refusal option and who, involuntarily, lose other health insurance coverage through the layoff of a spouse, death of a spouse, or divorce from a spouse, will be permitted to enroll in the Board provided health insurance plan. Notice of intent to enroll will be provided in writing to the Treasurer's office not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month. Members who enroll under this provision shall forfeit any payment they may have become eligible for by remaining under the refusal option for the entire plan year.

D. Dental Coverage

The Board shall provide dental coverage, if available, which contains such specifications as are acceptable to the Association, provided that the Board's monthly premium cost shall not exceed Forty-Five Dollars ($45.00) per employee. If the plan acceptable to the Association entails a higher monthly premium, the excess over Forty-Five Dollars ($45.00) per month per individual covered shall be charged to the member and paid through payroll deduction.

E. Life Insurance

The Board will provide individual term life insurance for all the full-time teachers to a limit of Thirty Thousand Dollars ($30,000.00). The coverage also provides as accidental death and dismemberment provision in the amount of Thirty Thousand Dollars ($30,000.00).

F. Miscellaneous Benefits

1. Liability — The Board will continue coverage for all employees.

2. Severance Pay

a. Any member of the bargaining unit with ten (10) or more years of service with the Bucyrus City School District may elect, at the time of retirement from active service (STRS) with Bucyrus City School District, to be paid in cash for his/her accrued but unused sick leave credit, as stipulated herein. Payment of severance eliminates all sick leave credit for the employee.

b. The severance payment shall be an amount determined by the following table:

Sick Leave Balance at Date of Severance	No. of Days Severance Pay
At least 235	65
At least 175	55
At least 100	50
Less than 100	30% of S.L. Balance

c. Payment shall be made within sixty (60) days after verification of the first payment from the State Teachers Retirement System (STRS).

d. The employee will be given the opportunity to attend a board/administrative informational workshop to go over the particulars of retirement from the Bucyrus system. The employee will receive a handout on retirement detailing the five (5) day buffer system in the year of retirement. Employees who are going to retire are encouraged to notify as early as possible to assist the Board in the severance process. In the last year before retirement, employees may accumulate two hundred sixty-five (265) days and use

down to two hundred thirty-five (235) days and still receive sixty-five (65) days of severance pay before dropping to the next category.

3. Mileage Reimbursement

a. The mileage rate for eligible employees shall be that rate currently in effect and allowable under the rules of the Internal Revenue Service. Changes in the mileage rate, as a consequence of changes made by the IRS, shall be implemented effective the first day of the calendar month following official notification of the employer by the Internal Revenue Service.

b. Eligible employees are defined as those members of the bargaining unit designated to travel on business and/or in their official capacity as employee of the district. Mileage will be paid for 1) travel between buildings as part of the employee's daily assignment, 2) travel to and from prior approved professional meetings and/or conferences, and 3) other travel assigned and approved by the Superintendent or his designee.

4. Tuition Reimbursement

The Board will pay to the Association an amount for the purpose of educationally related tuition reimbursement for college/university course work taken by members of the bargaining unit. The annual amount will be paid in two equal installments, one in July and one in January following an internal review conducted by the Treasurer of the Association. The annual amount shall be Fifty Thousand Dollars ($50,000.00).

5. STRS Pick-up

a. The Board of Education agrees to designate each employee's mandatory contributions to the STRS as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

b. This policy applies without exception to all employees represented by the Bucyrus Education Association. The pick-up shall be applied to all earnings paid after that date.

c. The amount to be tax sheltered on behalf of each employee shall be the employee's share of STRS contributions as prescribed by Ohio law.

d. Each employee shall be responsible for his/her own total tax shelter for reporting services to the IRS.

G. National Board Certification

A teacher who receives National Board Certification and provides evidence thereof shall receive a reimbursement of up to Five Hundred Dollars ($500.00) for any costs incurred plus an additional one-time One Thousand Dollars ($1,000.00).

H. Signing Bonus for New Teachers

A signing bonus of up to Two Thousand Dollars ($2,000.00) may be paid to new teachers at the discretion of the Superintendent.

SECTION XVI - ASSOCIATION RIGHTS AND PRIVILEGES

A. Building Use

The Association and its representatives shall have the right to use the school building after normal school hours upon written request and approval from the administrator at all reasonable hours. Representatives of the Association may hold small group meetings without the formality of a building use agreement provided that the principal is notified in advance of the meeting to permit coordination of scheduled uses and further provided that the meeting would be completed prior to the normal closing time of the building.

B. Association Business

Authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that such business in no way interferes with the education program.

C. Notices/Mail

The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards located in member lounges. All mail sent by the Association through the inter-building communication system will relate to the current business of the district. With the approval of the principal, the Association and/or its representatives shall have the right to make brief announcements at faculty meetings.

D. Equipment and Supplies

The Association shall have the right to use Board-owned equipment and audio visual equipment provided that:

1. Such use does not interfere with the normal function of the school as determined by the building principal.

2. The use is strictly to serve the legitimate business of the Association such as the production of records, notices, or correspondence.

3. The purpose is for internal business use of the Association and not for public distribution.

4. Board-owned equipment will be used by teaching personnel only when such equipment is not assigned for classroom use.

5. Cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Association.

E. Board Meetings

1. The president of the Association will be notified of the time and place of all regular meetings and the time, place, and purpose of all special or emergency meetings of the Board. A special meeting will have twenty-four (24) hours prior notification given the president. If an emergency meeting is called, the president will be notified prior to the meeting. The Association president or his/her designee shall be provided release time to attend Board meetings that are scheduled during the school day.

2. The president, or designated representative, may file a request at the beginning of each Board meeting to speak to all on any issues as they might arise at the meeting during the course of the agenda. This is interpreted to be in compliance with the Board policy on public participation.

3. The agenda, financial statement, and previous meeting's minutes for the meetings of the Board will be available from the treasurer to a representative, as designated by the Association on Friday prior to the regular Board meeting.

4. The Board policy manual is available for review on the District's website. Each new policy enacted by the Board shall be provided to the Association for inclusion in the policy manual within fifteen (15) working days following the day acted upon by the Board.

   Policy or policy change shall in no way violate the provisions of the contract between the Board and the Association.

   The Association president shall be given notice of any change in current policy. If requested, the Superintendent shall meet with the Association president to discuss the proposed change before the regularly scheduled meeting of the Board where such change is to be acted upon.

F. Representation

Any member of the bargaining unit shall be entitled upon request to have Association representation at any meeting to be held with the Administration or Board.

G. Payroll Deduction for Membership Dues

The Board agrees to provide payroll deduction of professional dues for the members of the Bucyrus Education Association to the United Education Profession (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association, and the Bucyrus Education Association), in equal amounts commencing with the first pay after BEA provides data to the Treasurer and continuing through the last pay in May or as otherwise indicated with the written authorization of the member. Teachers employed after the start of the school year during which deduction is to occur shall be entitled to said payroll deduction. The deduction for such teachers may be as indicated above or may start at a later date, but deductions must start within sixty (60) days of their employment date, will be of equal amount(s), and will be concluded prior to the end of the teacher's contract year for payroll purposes.

H. Fair Share Fee

Should the *Janus v. AFSCME* decision be reversed, the Fair Share Fee provisions from the 2020-2023 Negotiated Agreement shall become operable to the extent such provisions are consistent with any Untied States Supreme Court decision or other legal action without the need for the parties to negotiate.

I. The names and addresses of all new staff members and their buildings, grade, and, where applicable, subject assignments, shall be available to the Association and may be obtained from the Board offices as soon as available. The administration will provide a "big brother/sister" for each new staff member if desired by the new staff member. This person will be in the same building as the new staff member. Each "big brother/sister" shall receive a stipend in the amount of One Hundred Dollars ($100) payable in two installments, Fifty Dollars ($50) in December and Fifty Dollars ($50) in May.

SECTION XVII - NON-DISCRIMINATION/NO REPRISALS

Neither the Board of Education nor the Bucyrus Education Association will discriminate or take reprisals against any member of the unit because of Association membership, Association activity, or for any other reasons prohibited by law.

SECTION XVIII - ADMISSION OF EMPLOYEE'S CHILDREN AS STUDENTS ON A TUITION-FREE BASIS

A. Children of bargaining unit employees may be admitted to the schools of the district free of tuition charge. Non-resident children shall not be admitted to any school that has a list of resident children awaiting admission. The Superintendent's authority to assign pupils shall also apply to non-resident children.

B. Students admitted under this policy shall not be eligible for transportation services or transportation cost reimbursement.

SECTION XIX - LABOR MANAGEMENT COMMITTEE

Up to four (4) representatives of the Association and up to four (4) representatives of the administration shall meet monthly at a time convenient to both parties for the purpose of addressing issues and interests which develop during the course of day-to-day operations and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than one (1) day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement.

SECTION XX - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or equivalent activities.

B. Term of Office

The term of office for members serving on the LPDC shall be two (2) years, except that two (2) initial appointments from the Association and one (1) initial appointment from the Board shall be three (3) year appointments.

C. Committee Composition and Selection

1. The LPDC shall be comprised of five (5) members as follows:

   a. Three (3) bargaining unit members selected by the Association and two (2) administrators appointed by the Superintendent.

   b. If mutually agreed, the Association and Superintendent may each appoint one (1) additional member.

2. In the event of a vacancy, the committee member will be replaced in accordance with C-1 a. above.

D. Chairperson

The chairperson shall alternate annually between the Association and Board representatives.

E. Decision Making

The committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful, then decisions shall be made by majority vote of the

committee members present and voting, so long as a quorum is present. A quorum shall be defined as a majority of the entire committee including at least one (1) representative from the Association and one (1) representative from the Board.

F. Training

1. Members of the LPDC will have the opportunity to attend training on the purpose, responsibilities, functioning, legal requirements and requisite skills of LPDCs. Training will be coordinated by the LPDC and submitted for approval to the Superintendent. LPDC members must receive pre-approval for expenses.

2. LPDC members shall be reimbursed for actual and necessary expenses.

G. Meetings

The LPDC shall meet as often as necessary to complete their work. Not later than September 10 each year the committee shall post the meeting schedule in each building. Additional meetings may be scheduled as necessary.

H. Compensation

Committee members shall be paid at a rate established by the committee and approved by the Board and the Association for committee work or training performed outside the regular workday or work year.

I. Appeals Process

The appeals process shall be in accordance with LPDC Bylaws.

SECTION XXI - RESIDENT EDUCATOR PROGRAM

A. Definitions

1. Resident Educator Program

A program following SBOE guidelines, created by statute, designed to provide newly-licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

2. Mentor

A mentor is a teacher trained and assigned to provide professional support to a resident educator following SBOE guidelines and protocols.

3. Resident Educator

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

4. Program Coordinator

There shall be one (1) program coordinator for grades Pre-K–12. The program coordinator, with the resident educator program committee, will develop, implement, and evaluate the program each year.

5. Resident Educator Program Committee

The committee will include the program coordinator, mentors, District Administrators, Superintendent or designee, and BEA President or designee. The committee will have the following responsibilities:

a. collaborate in the administration of the program, selection, and assignment of mentors;

b. provide for the training of mentors and resident educators;

c. review the program's effectiveness;

d. address/solve mentor/resident educator concerns, issues, problems.

B. Compensation

1. Release Time

a. Each mentor teacher shall be granted release time for direct mentoring activities as approved by the Superintendent. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent or Building Administrator.

b. Each mentor teacher shall be granted release time by the Building Principal to attend committee meetings, necessary training, and to perform the required committee work.

2. Mentor compensation shall be two percent (2%) of BA Step 1 of the teachers' salary schedule for each resident educator assigned.

3. Program Coordinator compensation shall be four percent (4%) of BA Step 1 of the teachers' salary schedule.

4. The District will pay all training fees required for mentors to receive the mandatory SBOE state mentor training.

SECTION XXII - ALTERNATIVE EDUCATIONAL OPTIONS (AEO)

A. The purpose of creating alternative educational options is to provide multiple opportunities to Bucyrus students to obtain their education in the Bucyrus District. The opportunities will include, but are not limited to: flex credit, virtual learning, distance learning, credit

recovery, digital academy, and blended learning. The District will not implement these programs in an effort to eliminate staff employed by the Bucyrus Board of Education.

B. These offerings to students will be coordinated by the Director of Educational Options. This bargaining unit position will be the individual who will oversee the coordination of the aforementioned programs related to non-traditional educational options for students.

C. All bargaining unit members will have first opportunity to all AEO offerings that are done in the District.

D. Virtual Learning Academy (VLA) will be one of the non-traditional educational options.

1. Teachers providing VLA services are required to be qualified/certified to teach in the grade subject area that s/he will supervise.

2. VLA assignments will be offered to the "teacher of record" first. If the teacher of record declines the assignment, the assignment will be posted for five (5) calendar days. The assignment will be offered to other teachers, in order of seniority, from among those teachers who respond to the posting.

3. Once a teacher has been assigned two (2) students, any additional students must first be offered to other teachers, in order of seniority, before any teacher may be assigned more than two (2) students. There will be no reduction in the employment status of teachers because of the implementation of the VLA.

4. Where the class is done on site, those offerings will be made to bargaining unit members first.

5. As AEO program evolves, the Administration and BEA program will be implemented.

E. If a student is assigned to a teacher, the teacher will receive ($75.00). If the student completes the course, the teacher will receive an additional Seventy-Five Dollars ($75.00).

SECTION XXIII - DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2026, and shall continue in full force and effect through June 30, 2028.

B. It is understood that this successor agreement between the parties shall be composed of the various terms and conditions of employment that were agreed to by the parties during the current negotiations period and includes all other provisions of the previous contract not altered during negotiations.

C. In witness whereof, the parties have caused this contract to be executed on the day indicated below.

FOR THE BOARD:

President of the Board

Superintendent

Treasurer

Negotiations Committee

Negotiations Committee

FOR THE ASSOCIATION:

President of the Association

Negotiations Chairperson

Negotiations Committee

Negotiations Committee

Negotiations Committee

Appendix A

Employee I.D. # _____

BUCYRUS CITY SCHOOL DISTRICT
PAY FOR COVERING CLASSES

I, _____request additional pay for substituting for

_____ in _____
(name) (subject)

on _____. Such substituting was requested of me by my principal
(date)

_____ who indicated that an outside substitute was

not available. My period of substitution was for _____ minutes above and

beyond my assigned duties.

I attest to the above statement as being true and accurate in all respects.

_____
Teacher Making Request

Approved _____ Disapproved _____

_____
Building Principal

Approved _____ Disapproved _____

_____
Superintendent

Appendix B

BUCYRUS CITY SCHOOL DISTRICT
ABSENCE/SUBSTITUTE REPORT

Name_____ Date_____

Building_____ Employee I.D. #_____

Date(s) of Absence_____ Total Days Absent_____

Absence Charged To:

I. Sick Leave

_____ Pregnancy _____ Illness _____ Surgery _____ Personal Injury

If personal injury – were you injured while working _____ yes _____ no

_____ Family Illness _____ Exposure to Contagious Disease

_____ Death in Immediate Family

II._____ Personal Leave* VI.____ Vacation

III._____ Professional Leave* VII._____ Jury Duty

IV._____ Without Pay* VIII._____ Association Leave

V._____ Field Trip

Other_____

Contracted Employee Signature_____

SUBSTITUTE EMPLOYEE TIME SLIP

Name_____ Employee I.D. #_____

Personal Subbed For_____ School _____

Dates Worked_____

Hours (if not full day)_____ Approved by _____
Principal/Supervisor

Attach **time sheet** for Classified Personnel.

COPIES: White/Yellow (Treasurer) Pink (Principal)

Appendix C

BUCYRUS CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM
(To be filed in triplicate)

Grievance #_____ Date Filed_____

Name of Aggrieved_____

Building _____ Assignment_____

STEP 2
(Submitted to Principal/Immediate Supervisor)
(Within ten [10] working days following completion of Step 1)

A. Date cause of grievance occurred_____

B. 1. Statement of grievance (include specific provision(s) of the bargaining agreement alleged to have been violated, misinterpreted or misapplied):

2. Relief sought:

3. Hearing requested_____
yes/no

C. _____ _____
Signature of Aggrieved Date

D. Disposition by supervisor: Reply required within five (5) working days of the grievance or from the conclusion of the hearing if a hearing is requested.

Signature of Supervisor _____ Date _____

STEP 3
(Submitted to Superintendent)

Must be filed within five (5) working days after receipt of the Step 2 disposition.

A. Position of Aggrieved or Association:

B. Hearing requested_____
yes/no

Signature of Aggrieved _____ Date _____

C. Disposition by Superintendent (or designee): Reply required within ten (10) working days after receipt of the appeal or ten (10) working days after the conclusion of the hearing if a hearing is requested.

Signature of Superintendent or Designee _____ Date _____

STEP 4
(Arbitration)

Must be filed with the Superintendent within ten (10) working days after receipt of the Step 3 disposition.

A. Position of Association:

Signature of Association President _____ Date _____

B. Disposition of the Arbitrator:

Signature of Arbitrator _____ Date _____

Appendix D

Employee I.D. #_____

BUCYRUS CITY SCHOOL DISTRICT
MONTHLY TRAVEL REPORT

The mileage rate for eligible employees shall be that rate currently in effect and allowable under the rules of the International Revenue Service. Changes in the mileage rate, as a consequence of changes made by IRS, shall be implemented effective the first day of the calendar month following official notification of the employer by the Internal Revenue Service.

Name_____ Month of Travel_____

Date	Travel Description	Mileage

Total Mileage_____ Rate Per Mile_____ ¢ Amount Due $_____

Date_____ Signature_____

Appendix E

Employee I.D. #_____

BUCYRUS CITY SCHOOL DISTRICT
REQUEST OF ASSOCIATION BUSINESS DAYS

Name_____ Date_____

Building_____ No. of days requested_____

In accordance with the negotiated agreement, I hereby request Association leave beginning:

_____ A.M. P.M.

_____
Month Day Year

and ending_____ A.M. P.M.

_____
Month Day Year

Name of Business/Meeting_____

Location_____

Signature of Applicant_____

Signature of Association President_____

Date_____

_____ _____
Signature of Principal Date

_____ _____
Signature of Superintendent Date

All requests are to be submitted to the Superintendent one week in advance of the intended absence. Copies are to be sent to: applicant, association president, treasurer, superintendent and principal. Absence report must be completed upon return and sent to central office.

Appendix F

BUCYRUS CITY SCHOOL DISTRICT
EXPENSE VOUCHER

Name_____ Date_____

Employee I.D. #_____

School or Department_____ Trip To_____

Date(s) of trip_____

Purpose_____

Transportation: _____ Miles @ _____ per mile .....$_____

Lodging: (attach paid statement or receipt) .....$_____

Meals: (attach receipts).....$_____

Miscellaneous: (attach receipts).....$_____

Total $_____

Signed_____ Approved_____

Appendix G

Employee I.D. #_____

BUCYRUS CITY SCHOOL DISTRICT
ASSAULT LEAVE

Name_____ Date_____

School or Department_____

Assault leave has been taken in accordance with the ORC §3319.143 and Section XI, Part I of the Negotiated Agreement between the Bucyrus City Board of Education and the Bucyrus Education Association.

_____ day(s) of assault leave was/were taken beginning at _____/
Time

_____ / _____ 20_____ and ending at
Day Month

_____ / _____ / _____20____
Time Day Month

Medical attention _____ required.
was/was not

If medical attention was required, the following information must be stated:

Name of Physician _____

Office Address _____

_____

_____
Applicant's Signature

_____
Principal

_____
Superintendent

The applicant is advised that such payment will not be made unless the provisions of Section IX (I) are complied with.

Appendix H

Employee I.D. #_____ +

BUCYRUS CITY SCHOOL DISTRICT
PROFESSIONAL LEAVE REQUEST FORM

Name_____ Date_____ Bldg._____
Date(s) of Professional Leave_____
Total Days_____ Location_____
Name of Workshop_____
Sponsoring Group_____
How will the leave benefit the district?_____
_____

Funds to be charged to:

General _____
Athletic _____
Title I _____
DPPF _____
Food Service _____
Adult Basic _____
Teacher Develop. _____
Activity _____
Other _____

Expenditures:

Registration Fees $_____
Meals _____
Lodging _____
Mileage _____
Total $_____

_____
Signature of Employee

_____
Signature of Principal

_____ Approved _____Rejected

_____Approved – Amount not to exceed _____ _____ Rejected

Reason(s) for rejection_____
_____

_____
Signature of Superintendent

Upon approval or rejection – copes will be returned as follows: 1) original (blue) retained by superintendent; 2) second copy (canary) returned to principal; and 3) third copy (white) returned to the person requesting the leave.

Appendix I

Employee I.D. #_____

BUCYRUS CITY SCHOOL DISTRICT
PERSONAL LEAVE

Name_____ Date_____

Building_____

Date(s) of Personal Leave_____ Total Days_____

(NOTE: Personal leave may not be used to extend school holiday periods or recesses in the school year calendar, to provide vacations, for shopping trips, or for leaves covered by any other provisions of this bargaining agreement unless it is an emergency and approved by the Superintendent or his designee.)

_____
Signature of Employee

_____ Approved _____ Rejected _____
Principal/Supervisor

_____ Approved _____ Rejected _____
Superintendent

Reason(s) for Rejection:_____

_____

*Absence report must be completed upon return and sent to central office.

Appendix J

BUCYRUS CITY SCHOOL DISTRICT
APPLICATION FOR LEAVE OF ABSENCE

Date_____

Name_____ Employee I.D. #_____

School or Department_____

I hereby request a leave of absence without pay beginning_____

and ending_____ for the reason checked below:

_____Illness/Disability* _____Professional/Educational Study*

_____Maternity* _____Personal Reasons*

_____Paternity/Adoption* _____Other (please specify)

The applicant is advised to examine and comply with applicable provision(s) of the Negotiated Agreement before submitting such application.

*Without pay (insurance continues by submitting premium to treasurer).

_____
Applicant's Signature

_____
Superintendent
(per Board of Education resolution)

_____Approved

_____Disapproved

cc. Payroll Department
Personnel file

Appendix K

BUCYRUS CITY SCHOOL DISTRICT
TEACHER REQUEST FOR TRANSFER FORM

Please complete this form in duplicate and forward both copies to the superintendent for his approval or rejection. Copies will then be returned or retained as follows: 1) Original – retained by Superintendent, and 2) duplicate returned to the person requesting transfer.

A. General Information:

Number of years in school system: _____ Number of years in present position: _____

B. Present Position:

Other positions held in this school system:

1. _____ Dates _____

2. _____ Dates _____

3. _____ Dates _____

C. Transfer Requested:

Name of school: _____ Position _____

Reason(s) for request: _____

_____

Qualifications for position: _____

_____

Signature _____
Applicant

D. Disposition of Request (check one)

Approved _____ Rejected _____

If request is rejected, the reason(s) follow: _____

_____

Superintendent's Signature _____

Appendix L

BUCYRUS CITY SCHOOL DISTRICT
SICK LEAVE BANK REQUEST

_____
Date

_____, an employee of _____ years, who works in
Employee Name

_____ is about to exhaust his/her accumulated sick leave and has requested the establishment of a sick leave bank in his/her name, for the transfer of sick leave from any employee willing to donate from one to five days. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave days should complete the form below and return it to the school district treasurer. A donation which would reduce the donor's accumulation of sick leave to below 30 days will not be accepted.

Form must be received in the treasurer's office by _____

BUCYRUS CITY SCHOOL DISTRICT

Sick Leave Donation Authorization

I, _____ authorize the transfer of _____ days of my accumulated
Print Name number

sick leave to _____
Recipient's Name

Employee Signature _____ _____
Date

Appendix M

BUCYRUS CITY SCHOOL DISTRICT
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests family and medical leave commencing
Employee's Name

_____, _____. I anticipate return to my regular duties

_____, _____.

_____
Signature

_____
Date

Appendix N

BUCYRUS CITY SCHOOLS MEDICAL INSURANCE SPECIFICATION SUMMARY		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	24 Dependent, removal End of Calendar Year	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	$5,000,000	
Benefit Period Deductible – Single/Family[1]	$500/$1,000	$1,000/$2,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$500/$1,000	$700/$1,400
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$25 copay, then 100%	80% after deductible
Urgent Care Office Visit[2]	$25 copay, then 100%	80% after deductible
Surgical Services in Physician's Office	100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing and Treatments	100%	80% after deductible
Preventative Services		
Routine Physical Exams[2]	$25 copay, then 100%	80% after deductible
Well Child Care Services including Exam and Immunizations (to age 9)[2]	$25 copay, then 100%	80% after deductible
Well Child Care Laboratory Tests (to age 9)[2]	100%	80% after deductible
Routine Vision Exams (includes Refraction)	100%	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray, Immunizations, and Medical Tests (Age 9 and older)	100%	80% after deductible
Routine Endoscopic Services (Age 9 and older)	100%	80% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical Therapy – Professional and Facility (30	Professional - $15 copay,	80% after deductible

BUCYRUS CITY SCHOOLS MEDICAL INSURANCE SPECIFICATION SUMMARY		
Benefits	**Network**	**Non-Network**
visits per benefit period)	then 100%; Facility 100%	
Occupational Therapy – Professional and Facility (30 visits per benefit period)	Professional - $15 copay, then 100%; Facility 100%	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	$15 copay, then 100%	80% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	Professional - $15 copay, then 100%; Facility 100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room[3,4]	$100 copay, then 100%	
Non-Emergency use of an Emergency Room[3,4,5]	$100 copay, then 80%	$100 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Professional Services	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility (Limited to 180 days per benefit period)	100%	80% after deductible
Physical Medicine/Rehab in a Comprehensive Inpatient Rehabilitation Facility (Limited to 60 days per benefit period)	100%	80% after deductible
Additional Services		
Diabetic Education and Training	Professional - $15 copay, then 100%; Facility 100%	80% after deductible
Ambulance	100%	100%
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	80%	60% after deductible
Home Healthcare	100%	80% after deductible (30 visits per benefit period)
Hospice	100%	100%
Organ Transplants – includes Transportation, Lodging, and Meals ($1,000,000 lifetime maximum for all except kidney and cornea)	100%	50% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	Not Covered	Not Covered

BUCYRUS CITY SCHOOLS MEDICAL INSURANCE SPECIFICATION SUMMARY		
Benefits	**Network**	**Non-Network**
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to two admissions per lifetime)	100%	80% after deductible (Substance Abuse - $550 per benefit period)
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	100% Physician's Office - $15 copay, then 100%	80% after deductible (Mental Health - 10 visits per benefit period; Substance Abuse - $550 per benefit period)

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on Health Insurance Provider's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Health Insurance Provider may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Health Insurance Provider's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Health Insurance Provider's negotiated rate with the provider.

All Other Services in the categories of outpatient services, inpatient services, and additional services would be subject to the deductible except the categories of physician/office services and preventative services.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]The copay applies to the Coinsurance Out-of-Pocket Maximum and stops being taken when the maximum is met.
[4]Copay waived if admitted.
[5]The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Appendix O

BUCYRUS CITY SCHOOL DISTRICT
HDHP/HSA PLAN

	Network	Non-Network
Single Deductible	$3,000	$6,000
Family Deductible	$6,000	$12,000
Embedded or Aggregate?	Embedded	
Coinsurance Percent	80%	60%
Single Coinsurance Limit	$1,000	$2,000
Family Coinsurance Limit	$2,000	$4,000
Single MOOP	$4,000	$8,000
Family MOOP	$8,000	$16,000
Medical Benefits	80% after deductible	60% after deductible
Rx Benefits	80% after deductible	

Appendix P

CONTINUING CONTRACT APPLICATION
(Due to Superintendent by September 15)

Name _____

Building Assignment _____

Years in the District _____ Total Years of Experience _____

Type of Certificate/License currently held _____

Please circle appropriate level of education:

BA BA 135 BA 150 Masters MA+15 MA+30

Did you have continuing contract status in your previous employment?

Yes ____ No ____

ELIGIBILITY REQUIREMENTS

A. Teacher has been employed by the Board for a period of two (2) years and the teacher previously attained continuing contract status in another Ohio public school district; or

B. Teacher has held an educator's license for at least seven (7) years; and

C. Teacher has worked in the school district for at least three (3) of the last five (5) years and holds a professional educator's license; and

1. If the teacher held a Master's Degree at the time of the issuance of their initial license, the teacher has started and completed 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 the certificate or license, or

2. If the teacher did not hold a Master's Degree at the time of the issuance of the initial license, the teacher has started and completed 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 the certificate or license.

The above information is true and accurate to the best of my knowledge.

Signature _____ Date _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 27st day of April 2026, by and between the Bucyrus City School District Board of Education (the "Board") and the Bucyrus Education Association (the "Association").

WHEREAS, the Board of Education and the Association are currently parties to a Master Contract ("Contract") effective July 1, 2026 through June 30, 2028; and

WHEREAS, Article XII(C) of the Contract governs Supplemental Pay; and

WHEREAS, Article XIV L of the Contract lists the Supplemental positions and salaries currently available.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

1. All of the position of Weight Room Coordinator will be added to the list of Supplemental positions, as four separate positions, one for fall, one for winter, one for spring and one for summer, in Article XIV of the Contract beginning with the 2026-2027 school year. The salary for these Supplemental positions will be 6% of Step 0 of the teacher's salary schedule. The procedures for posting and filling of this position are stated in the Contract.
2. The Board retains the right to determine whether this position will be filled in any given year as stated in Ohio law and in the Contract.
3. All other provisions of the Contract shall remain unchanged.
4. This MOU shall not be used to establish a precedent or for any other purpose.
5. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by all parties.

For the Board of Education:

Robert A. Britton, Superintendent

Date 4.27.26

For the Bucyrus Education Association:

Terra Hamm, President

Date 4/28/26

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 27th day of April 2026, by and between the Bucyrus City School District Board of Education (the "Board") and the Bucyrus Education Association (the "Association").

WHEREAS, the Board of Education and the Association are currently parties to a Master Contract ("Contract") effective July 1, 2026 through June 30, 2028; and

WHEREAS, Article XII(C) of the Contract governs Supplemental Pay; and

WHEREAS, Article XIV L of the Contract lists the Supplemental positions and salaries currently available.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

1. All of the positions of Cheerleading will be added to the list of Supplemental positions, as two separate positions, one for fall and one for winter sports seasons, in Article XIV of the Contract beginning with the 2026-2027 school year. The salary for these Supplemental positions will be 12% of Step 0 of the teacher's salary schedule. The procedures for posting and filling of this position are stated in the Contract.
2. The Board retains the right to determine whether this position will be filled in any given year as stated in Ohio law and in the Contract.
3. All other provisions of the Contract shall remain unchanged.
4. This MOU shall not be used to establish a precedent or for any other purpose.
5. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by all parties.

For the Board of Education:

Robert A. Britton, Superintendent

Date 4-27-26

For the Bucyrus Education Association:

Terra Hamm, President

Date 4/28/26

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 27th day of April, 2026, by and between the Bucyrus City School District Board of Education (the "Board") and the Bucyrus Education Association (the "Association").

WHEREAS, the Board and the Association are currently parties to a Bargaining Agreement ("BA") effective July 1, 2026 through June 30, 2028; and

WHEREAS, Section XIV(C) of the BA governs the Supplemental Salary Schedule.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

1. The position of JV Bowling Coach will be added to the list of Supplemental positions in the Extra Duty Pay Schedule in Section XIV(C) of the BA effective upon the approval of this MOU by both Parties. The assigned percentage for this Supplemental position will be 11%.

2. The Board retains the right to determine whether this position will be filled in any given year, as stated in Ohio law.

3. All other provisions of the BA shall remain unchanged.

4. This MOU shall not be used to establish a precedent or for any other purpose.

5. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by all Parties.

6. The Association and the Board have reviewed and understand this MOU and each signatory to this MOU represents that he or she has the authority to enter into this MOU and bind his/her Party.

For the Board of Education:

Robert A. Britton, Superintendent

Date 4-27-24

For the Bucyrus Education Association:

Terra Hamm, President

Date 4/28/26

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Bucyrus City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the collective bargaining agreement between the Board and the Bucyrus Education Association, OEA/NEA, effective from July 1, 2026 through June 30, 2028.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

_____ _____

Treasurer Superintendent

_____

Board President

_____, 2026