Tue, 04/07/2026 12:27:28 PM SERB

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N E G O T I A T E D A G R E E M E N T

BETWEEN

BLOOM-CARROLL EDUCATION ASSOCIATION

AND THE

BLOOM-CARROLL BOARD OF EDUCATION

July 1, 2026 - June 30, 2029

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ARTICLE I

RECOGNITION AND DEFINITIONS

Section A. Recognition

1. The Bloom-Carroll Board of Education recognizes the Bloom-Carroll Education Association/OEA/NEA as the sole and exclusive representative of all the unit members.

2. For purposes of recognition and negotiations, the term, "bargaining unit" shall mean the certified/licensed teaching employees, including certified/licensed classroom teachers, guidance counselors, reading teachers, speech and hearing therapists, librarians, nurses and all other certified/licensed employees whose position does not require supervisory duties. Excluded from the unit are the Superintendent and Assistant Superintendents, Principals, and Assistant Principals, central office employees or administration, other administrative and supervisory personnel as defined in Section 4117.01(F) of the ORC, and casual, day-to-day substitutes and casual, day-to-day tutors.

3. Substitute teachers assigned to the same teaching position for sixty (60) consecutive school days will become part of the bargaining unit on the sixty-first day of such agreement. Such teachers will continue as part of the bargaining unit until return to duty of the unit member replaced by the substitute or the end of the school year, whichever shall occur first. At that time all employment rights of the substitute will come to an end.

4. Teaching positions within the bargaining unit will be filled by qualified unit members when such members are available.

Section B. Definitions

1. Agreement - This collective bargaining agreement

2. Association - The Bloom-Carroll Education Association/OEA/NEA

3. Board - Anyone designated by the Board of Education to act in its behalf in a particular circumstance

4. Board of Education - The Bloom-Carroll Local School District Board of Education acting as a corporate entity

5. Day - A calendar day unless otherwise indicated

6. District - Bloom-Carroll Local School District

7. Holiday - During the teacher contract year, a weekday that the teaching staff is not scheduled to work

8. ORC - Ohio Revised Code

9. School Day - A day when students are in session

10. Seniority - See Article V, Section F

11. Superintendent - Superintendent or designee

12. Unit Member or Member - A member of the bargaining unit

ARTICLE II

NEGOTIATIONS PROCEDURES

Section A. Bargaining Terms

1. The Board and the Association agree to negotiate regarding wages, hours, terms and other conditions of employment for unit members, and the continuation, modification, or deletion of a provision of this Agreement.

2. Good faith requires that the Board and the Association perform the mutual obligations to agree to negotiate at reasonable times and places on those matters set forth in subsection A above with the intention of reaching agreement. Neither party is compelled to agree to a proposal or make a concession.

Section B. Bargaining Procedures

1. Between 120 and 90 days prior to the expiration date of the existing contract either party may notify the other of a desire to commence bargaining. Within thirty (30) days from the receipt of said notice, or longer if the parties mutually agree, the parties shall meet and submit issues proposed for bargaining. The bargaining agenda shall be set at this initial meeting and no additional items shall thereafter be made without mutual consent. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties.

2. Progress Reports. Progress reports may be issued by either negotiations team to its respective membership at any time.

3. Agreement. When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association and the Board of Education for formal approval. Following ratification by the Association, the Board of Education shall consider ratification of the tentative agreement no later than the next regular Board meeting. If ratified by both the Association and the Board of Education, the Agreement shall then be signed by authorized representatives of each of the parties. When both parties have ratified and signed the Agreement, it shall be distributed electronically to every unit member no later than the first workday after forty-five (45) days following ratification by the Board of Education.

4. Alternate Dispute Resolution

   a. In the event there are proposals that have not been resolved after discussion of all issues submitted for negotiations, or after forty-five (45) days from the filing of the Notice to Negotiate, either party may declare impasse. Upon the declaration of impasse, all unresolved issues shall either be withdrawn by the party who proposed them, or considered at impasse and submitted to mediation. If the parties are unable to agree on a mutually acceptable mediator within five (5) days

from the receipt of the declaration of impasse, a mutually agreeable mediator will be utilized, and mediation will conform to its rules and regulations.

b. If, after a minimum of thirty (30) calendar days, mediation has not resolved the differences, the Association shall have the right to proceed under ORC Section 4117.14 (D)(2), provided, however, nothing herein shall be construed to authorize a strike during the term of this Agreement or to waive any right, privilege or authority otherwise granted to the Board by Chapter 4117 of the ORC regarding strikes by or notices of said strikes from unit members.

c. The expenses of the mediator shall be shared equally by the parties.

d. Mediation may extend beyond the expiration date of the contract only with the mutual consent of the parties.

e. The parties intend for these alternate impasse procedures to supersede and take the place of the statutory impasse procedures contained in ORC Section 4117.14(C).

ARTICLE III

GRIEVANCE PROCEDURE

Section A. Definition

1. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of any specific provision of this Agreement.

2. A grievant shall mean a unit member or members, or the Association alleging that some violation, misinterpretation, or misapplication of any specific provision of this Agreement has occurred. Grievances affecting more than one unit member and arising out of the same set of circumstances shall be brought as Association grievances. Association grievances shall be filed at the Superintendent's level unless the remedy requested is within the authority of the principal. Association grievances shall identify each unit member(s) alleged to have been harmed by the actions giving rise to the grievance.

3. For purposes of this Article, days shall be days in which school is in session. The time limits may be waived at any step of this procedure so long as both parties have agreed in writing.

4. A grievance must be filed at Level Two, or in the case of an Association grievance, Level Three, within thirty (30) days of the grievant becoming aware of the alleged violation or should have become aware of the alleged violation upon the exercise of reasonable diligence. Upon failure to file said grievance within such thirty (30) day period, such grievance shall be deemed waived. Grievances shall be filed on the grievance form contained in Appendix C.

Section B. Purpose

The purpose of this procedure is to expedite prompt solutions at the lowest possible administrative level.

Section C. Initiating and Processing a Grievance

1. Level One - Informal

   The grievant shall first discuss his/her grievance with his/her Principal or evaluating administrator.

2. Level Two - Principal

   a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after such discussion, he/she may file the grievance in writing and in the prescribed form with the President of the Association and the Principal.

b. The written grievance shall include a clear statement of the facts causing the grievance, a reference to the specific provision of the contract allegedly violated and shall include the remedy requested by the unit member.

c. Within five (5) days of receipt of the written grievance, the Principal and his/her representative shall meet with the grievant in an effort to resolve the problem.

d. Within five (5) days of the meeting required in 2(c) above, the Principal shall render a written decision (which shall include reasons based upon the circumstances of the grievance) to the grievant with a copy going to the Association President.

e. If the subject matter of the grievance is such that the Principal cannot order appropriate relief, the grievance may be filed directly with the Superintendent at Level Three. Any such grievance shall indicate that it is being filed directly at Level Three and shall include a statement of reasons for such filing. If the Superintendent so determines, he or she may refer the grievance for processing at Level Two prior to accepting the grievance at Level Three.

3. Level Three - Superintendent

a. If the grievant is not satisfied with the disposition of his/her grievance, or if a decision was not rendered within the time limits of Level Two, above, he/she may submit said grievance in writing to the Superintendent. (If the grievant does not submit such request within five (5) days after the receipt of the Principal's decision, then the grievance will be considered waived).

b. The Superintendent shall within five (5) days of the receipt of the written grievance, conduct a hearing at which the grievant shall have the opportunity to present all relevant facts concerning the alleged grievance.

c. Within ten (10) days from the conclusion of the hearing, the Superintendent shall issue a written decision, along with the reasons, to the grievant and the Association representative.

4. Level Four –Mediation

If the grievant and the Association are not satisfied with the disposition of the Superintendent at Level Three, within five (5) days after the receipt of the Superintendent's disposition the grievant and the Association may submit a request to the Superintendent for mediation. Within five (5) days of the request, the parties shall agree on a mediator. The parties shall participate in a grievance mediation session, which shall be held as soon as practicable in accordance with the mediator's availability.

5. Level Five - Arbitration

a. If the Association is not satisfied with the disposition of the grievance at Level Four, the Association may, within five (5) days of the conclusion of mediation, submit the grievance to binding grievance arbitration. A copy of that submission shall be provided to the Superintendent.

b. A request for a list of nine (9) arbitrators (with a maximum of two additional lists) shall be made to the American Arbitration Association by the Association. Selection from the first two lists shall be made in accordance with AAA rules. Selection from the third list, if necessary, shall be made by alternate strike. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of American Arbitration Association (hereinafter referred to as the "AAA rules").

c. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and shall issue his/her award not later than thirty (30) days from the conclusion of the hearings. The arbitrator's written award shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power to make any award contrary to law or to alter, rescind, or modify any provision of the bargaining contract. The award of the arbitrator shall be submitted to the Superintendent, the Association and the Board of Education.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and his actual and necessary travel and subsistence expenses and the cost of any hearing room, will be borne by the losing party. The arbitrator must identify the predominantly prevailing party for purposes of this provision, even if the award is split. Under no circumstances is the arbitrator empowered to split his/her costs absent an agreement to that effect by both parties. All other costs will be borne by the party incurring them.

Section D. Miscellaneous

1. No reprisals shall be taken against any person for having participated in filing or processing of a grievance.

2. The grievant shall have the right to be represented by an Association representative at any level of this procedure. Notwithstanding ORC §9.84, the Association/OEA/NEA has the sole and exclusive right to represent grievants during this process.

3. The Association shall have the right to be represented at any hearing or meeting required by this procedure.

4. The grievant will be released from duty as necessary to the prosecution of the grievance. Unit members called as witnesses will be released from duty for a reasonable amount of time to permit their testimony.

5. If either party alleges to the arbitrator that the grievance is not arbitrable, the arbitrator shall first consider this issue before moving to the merits. However, the arbitrator may decide to hear the merits before ruling on the arbitrability of the grievance.

6. Failure to advance any grievance to the next level in the manner provided in this Agreement shall result in the grievance being resolved by the last disposition and no further appeals may be taken.

ARTICLE IV

ASSOCIATION AND MANAGEMENT RIGHTS

Section A. Association Rights

1. There will be no reprisals of any kind taken against any unit member by reason of his/her membership or lack of membership in the Association.

2. In order for the Association to administer this Agreement properly for the benefit of the unit members and welfare of the school system and to otherwise properly represent the members of the negotiating unit, the representatives of the Association may consult with unit members provided that the exercise of this right does not interfere with the regular school day for unit members or the educational program.

3. The Board will, upon request, provide the Association with data related to a unit member's salary and benefits. The Association has the same right as the general public to Board data.

4. A copy of the official agenda for the Board meetings will be provided to the Association President for posting the same day it is provided to Board members. A copy of the Board minutes, when official, will be provided to the President of the Association.

5. The Association will have the right to use school buildings for meetings before or after regular school hours as long as they do not interfere with regularly or previously scheduled school functions. The Principal of the building in question will be notified in advance of the time and place of all such meetings.

6. The Association will have the right to use school mailboxes and school email to communicate with members. Such communications must be in accordance with the Board's acceptable use policy.

7. The Board agrees to deduct from the salaries of the unit members the following payroll deductions which shall be provided at no cost to unit members: bi-weekly tax deferred annuities, Credit Union, United Way, Child Support Payments, purchase of extra STRS credit, the Fund for Children and Public Education, BCEA OEA/NEA Dues, BCHS Scholarship, and any political action committee created for the support of school district tax levy and bond issue campaigns.

   Each person signing up for an annuity after July 1, 2009 must choose from the following list:

   a. Metropolitan Life Insurance Company
   b. American Funds
   c. AXA Equitable
   d. Reserve Financial

   The Board will always maintain at least four (4) annuity companies.

8. Association rights are extended only to the recognized collective bargaining representative.

9. The Association will be granted a maximum of ten (10) minutes to address unit members at any staff meeting.

10. The Board will provide the Association, on request, one copy of those documents reasonably necessary to prepare for collective bargaining including current financial reports, unit member benefit data and insurance information.

11. A written copy of the Board policy manual and amendments shall be available to the Association President on the district's website.

Section B. Individual Rights

The Association recognizes that unit members serve an essential function as role models for the pupils of the District. The Board recognizes that unit members have the same rights of privacy as are guaranteed by law to all other citizens. The private conduct of unit members should not become the basis for employment decisions except as such conduct affects the job performance of the member.

Section C. Academic Freedom and Responsibility

The Board and the Association recognize that some aspects of the school curriculum involve presentation and discussion of controversial issues. It is recognized that unit members have both the right and duty to present such issues, where appropriate to the subject matter being taught, in an atmosphere devoid of partisanship and bias. The unit member shall at all times remain an impartial moderator and shall neither directly nor indirectly attempt to influence the thinking of pupils on such issues but shall attempt to instill in the pupils the ability to critically analyze the issues and reach independent and reasoned judgments on the merits of the matters being discussed.

Section D. Management Rights

1. The Board of Education retains, without limitation, all rights to manage and control the operations of the District and to exercise, to the fullest extent permitted by law, those powers and that authority vested in it by law.

2. The exercise of such power and authority shall be limited only by the express provisions of this Agreement and only to the extent that such limitation may lawfully be included in this Agreement.

ARTICLE V

JOB SECURITY

Section A. Limited Contracts (Initial Sequence)

1. Award of Initial Sequence Limited Contracts

Limited teaching contracts will be issued to unit members, other than long-term substitutes, in the following sequence: for the first four (4) years of employment each contract will be a one-year limited contract. Upon successful completion of the fourth consecutive one-year limited contract, the unit member will be awarded limited contracts in accordance with the extended sequence provisions of this Agreement. All long-term substitute teaching contracts, and contracts for teachers replacing persons on a leave of absence, shall be for a duration of one year only.

2. Nonrenewal of Initial Sequence Limited Contracts

Limited teaching contracts awarded under the initial sequence may be non-renewed by action of the Board with written notice to the unit member prior to June 1 in the year of contract expiration. If non-renewal was recommended by the local Superintendent, the member will be provided with a written statement of reasons for the recommendation. Any member whose initial sequence limited teaching contract has been recommended for non-renewal may request a meeting with the Board in executive session prior to the Board vote on his/her contract. At the Board meeting the member will be provided the opportunity in executive session to demonstrate the reasons why his or her limited teaching contract may be renewed. Non-renewal of initial sequence limited teaching contracts shall not be subject to the grievance procedure except for failure to afford the procedural rights contained in the evaluation procedure.

Section B. Limited Contracts (Extended Sequence)

1. Award of Extended Sequence Limited Contracts

Unit members who have successfully completed the initial sequence of limited teaching contracts will be awarded subsequent limited teaching contracts under the extended sequence. The initial extended sequence limited contract will be for a duration of two (2) years and all subsequent limited contracts will be for a duration of five (5) years. Upon completion of any extended sequence limited contract the member may be awarded an extended limited contract for one (1) year provided that reasons directed at the professional improvement of the member, as identified through the evaluation procedure, have been provided to the member prior to May 10 of the year of contract expiration. If reemployed at the expiration of the one year extended limited contract, the member will be awarded a limited contract for a duration of five (5) years.

2. Nonrenewal of Extended Sequence Limited Contracts

Extended sequence limited contracts may be nonrenewed only for just cause. Any member whose extended sequence limited contract has been nonrenewed will be notified in writing of the Board action not later than June 1 of the year of contract expiration. The sole and exclusive method of challenging the nonrenewal of an extended sequence limited contract shall be through the grievance procedure.

Section C. Issue and Return of Contracts

All limited and extended limited contracts will be issued by the Board pursuant to the ORC. Such contracts will be presumed to have been accepted unless the unit member notifies the Board in writing to the contrary by June 15th, as per the ORC.

Those employees who are not returning to their employment must notify the school district in writing by July 10, or face a possible one year revocation of the employees' teaching certificate as per the ORC.

Section D. Continuing Contracts

Any unit member who expects to become eligible for a continuing contract of employment will notify his or her immediate supervisor in writing by October 1 of the year of expected eligibility. Such member will be considered for the award of a continuing contract in accordance with the provisions of the ORC.

Section E. Certification/Licensure

By June 30 of the year in which a teacher's certification/licensure expires, evidence must be provided to the Superintendent showing that an application for certification/licensure has been submitted to the State Board of Education.

Section F. Seniority

Seniority, for purposes of this entire Agreement as well as this Article, will be determined based on length of continuous service as a unit member in the District. Part-time service will be prorated based on a full day of five and one-half (5½) hours and a full year of one hundred twenty (120) days. Seniority will commence with the first day of actual service. No unit member will lose his/her current seniority status or be given less seniority than he/she currently receives. Seniority will not be interrupted by approved leaves of absence but time spent on such leaves will not be included in determining the seniority of the unit member. When length of service is equal, seniority will be determined by the date of the Board meeting at which the member was first employed, the date the employment application was received by the District office, and in the event of a continuing tie, by lot.

The Board will cause to be prepared and posted by October 30th of each year a seniority list showing the area of certification/licensure, contract status and length of service of all unit

members. Members who believe that they have been incorrectly placed on the seniority list shall have a period of fifteen (15) school days within which to bring that matter to the attention of the Superintendent who shall review the matter and make a determination. Failure to bring any claim of error in the seniority list to the Superintendent within the time provided will bar any later claim that the member has not been credited with the proper amount of seniority.

Section G. Reduction in Force

A. If the Board determines that it is necessary to reduce the number of unit member positions, such reductions shall be for one or more of the following reasons:

1. A decline in enrollment;
2. A return of unit member(s) from leave of absence;
3. The suspension of schools;
4. Territorial changes affecting the District;
5. Financial reasons.

B. The Superintendent shall determine which positions shall be affected and shall recommend which teachers shall be laid off. The Superintendent will use the following criteria in determining which teachers are to be laid off:

1. The Board may make any reductions in force first through staff retirement and voluntary resignations.

2. Bargaining unit members shall be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Members within each Group shall be deemed "comparable," except that members under continuing contracts shall be given preference over all members under limited contracts within the same Group.

   a. Group One shall be comprised of all members who were rated "Ineffective" on their evaluation using the calculation set forth below;

   b. Group Two shall be comprised of all members who were rated "Developing" on their evaluation using the calculation set forth below; and

   c. Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.

3. Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three. The teachers shall be placed in the aforementioned groups based upon an average of the three (3) most recent summative ratings calculated as follows:

- Ratings of Accomplished shall equal four (4) points;[1]
- Ratings of Skilled shall equal three (3) points;[2]
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate Group based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three (2 + 3 + 3 = 8 / 3 = 2.666 which is rounded to 3 = Skilled).

Experienced teachers who are new to the District shall have their ratings from their prior district used in the calculation. First and second year teachers shall be placed in Group One. Third year teachers shall have their first two (2) years' scores averaged for placement in the appropriate Group.

The order of reduction within each Group shall be:

a. Members under limited contracts beginning with the least senior; and then,
b. Members under continuing contracts beginning with the least senior.

4. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.

5. A unit member whose contract is to be suspended as a result of a RIF program shall be given written notification prior to May 15. Such notification is to either be hand delivered after the end of the student day, or sent by certified mail if hand-delivery at school is not possible.

6. Unit members whose teaching contracts have been suspended will be recalled in reverse order of suspension to vacant bargaining unit positions for which they are, or have become, certified/licensed. If not recalled within a period of two (2) years from the effective date of suspension, the name of the member will be removed from the recall list. Notice of recall will be made by telephone and by certified mail, to the most recent address contained in the records of the Board of Education. If the member has not provided written acceptance of the offer of recall within ten (10) calendar days of mailing of the notice of recall, or if the member declines recall, the member's name will be removed from the list.

[1] Teachers who are rated "Accomplished" and who are not evaluated every year shall be deemed to be "Accomplished" (i.e. shall receive 4 points) for the years in which they are not evaluated.

[2] Teachers who are rated "Skilled" and who are not evaluated every year shall be deemed to be "Skilled" (i.e. shall receive 3 points) for the years in which they are not evaluated.

Section H. Personnel File

1. Personnel files of all unit members will be maintained in the office of the Superintendent. Evaluation records will be kept in a separate file. Unit members will be notified of documents placed in their personnel file by written notice forwarded through the inter-school mail or by copy of the document so included in the file. Documents placed in the file after the effective date of this Agreement will be date-stamped with the date of receipt or date of filing.

2. Members or their representatives designated in writing, may inspect their personnel files during regular office hours upon written request to the Superintendent or Principal, or upon verbal request with mutual agreement of the parties. The review of such personnel file shall be in the presence of the Superintendent, designee or Principal. Neither the file nor any part thereof may be altered or removed nor may more than one member inspect his or her personnel file at any one time. Members may inspect personnel files only on non-duty time. A unit member will set up an appointment in order to see their personnel file. Such appointment will be made within twenty-four (24) hours of the request, unless that would fall on a non-working day.

3. Members will be afforded those rights provided in Section 1347.09 of the ORC to dispute and challenge the accuracy, relevance, timeliness or completeness of information contained in the members' personnel files.

4. In the event of a request to inspect a member's personnel file by a person not authorized by the member or by the Board, an attempt will be made to notify the member and provide an opportunity to be present when his or her file is being inspected. In the event that such member cannot be notified within a reasonable time, the Superintendent will notify the member of the name and address of the person inspecting the file at the earliest possible time thereafter.

Section I. Evaluation

The term "evaluation" is used to describe the standards-based teacher evaluation program required by Sections 3319.111 and 3319.112 of the Ohio Revised Code. The Board and the Association have agreed that they will utilize the SBOE's Ohio Teacher Evaluation System Framework (OTES 2.0) for their evaluation program for unit members who are required to be evaluated under the OTES 2.0 standards-based framework. Unit members who are not required to be evaluated under the OTES 2.0 standards-based framework will be evaluated using a similar standards-based framework, including a final rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The parties agree to use the evaluation forms and resources provided by the SBOE. These forms may be modified for district use.

1. Evaluation shall be made for the following purposes:

   a. to improve pupil instruction;

   b. to aid in objective self-analysis;

   c. to establish goals for the improvement of instruction;

   d. to indicate professional growth;

   e. to show the value and need of in-service training;

   f. to provide information for recommendations regarding contract status, retention and promotion;

   g. to provide the unit member with an evaluation of his/her work by his/her evaluator; and

   h. to assist the unit member in implementing the prescribed curriculum.

2. For the purpose of this Article, the "evaluator" shall be a credentialed evaluator as defined by R.C. 3319.111 who is responsible for conducting the teacher's evaluation and for signing the final evaluation. The same credentialed evaluator should perform all observations for a given staff member during the year of evaluation, except when there are extenuating circumstances.

3. The Superintendent may call upon other Administrators within the District or the current curriculum director contracted by the district to assist in the evaluation process. The curriculum director may only assist with evaluations of unit members on a less frequent evaluation cycle. Consent of the Union must be obtained in writing in the event the current curriculum director is replaced by another individual.

4. Each unit member shall be evaluated according to the following procedure:

   a. Professional Growth Plans and Improvement Plans. Each school year, as set forth below, all unit members shall have and follow either a Professional Growth Plan or an Improvement Plan as prescribed by OTES 2.0 that is based on the results of the evaluation and is aligned to any school district or building improvement plan required for the teacher's district or building(s). Teachers shall have a minimum of one goal on the Professional Growth Plan. The Professional Growth Plan shall focus on the most recent evaluations and observations.

      i. Teachers who receive an Accomplished Final Holistic Rating will develop a self-directed Professional Growth Plan. The evaluator determines if the teacher is making progress on that plan;

ii. Teachers who receive a Skilled Final Holistic Rating will develop a Professional Growth Plan collaboratively with the evaluator, and the evaluator determines if the teacher is making progress on that plan;

iii. Teachers who receive a Developing Final Holistic Rating will develop a Professional Growth Plan guided by the evaluator; and

iv. Teachers who receive Ineffective Final Holistic Rating and/or an Ineffective Rating on any component of the OTES 2.0 Evaluation Rubric will be placed on an Improvement Plan developed by the evaluator.

- Improvement Plans will be evaluated at the time specified in the Plan, which shall be not less than six (6) weeks after the Plan is initiated.
- Outcomes from the Improvement Plan will be one (1) of the three (3) as listed on the Improvement Plan form.
- To the extent cause is required for the non-renewal of a teacher's contract, such non-renewal may occur without the development of an Improvement Plan, provided that the reason for non-renewal is non-instructional.

b. Data Collection and Problem Notification. Data collection is carried out by the credentialed evaluator and/or supervisor. This data collection is accomplished primarily through classroom observation, informal observation/walkthroughs, pre- and post-conferences, acquisition of evidence, including but not limited to high-quality student data (HQSD) that informs the components on the Evaluation Rubric, and information supplied by the unit member. No data will be collected via audio or video recording for evaluation purposes.

If a problem with performance is noted the unit member will be informed of the problem not later than the next conference with his/her evaluator following an observation.

i. High-Quality Student Data (HQSD) - At least two measurers of HQSD will be used to provide evidence of student learning attributable to the teacher. HQSD may be used as evidence in any component of the evaluation rubric where applicable. The HQSD instrument used will be reviewed by locally determined expert(s) in the field of education, to ensure it meets ODEW criteria.

ii. Types of High-Quality Student Data
   a. Value-Added – When value-added data is available for a teacher it must be one of the sources of HQSD used in the teacher's evaluation.
   b. ODEW Approved Vendor Assessments utilized by the district.
   c. District-Determined Instruments

iii. Teachers must also use the data from the HQSD instrument by:
   a. Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
   b. Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students
   c. Informing instruction and adapting instruction to meet students' needs based upon the information gained from the data analysis
   d. Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards.

c. Observation/Visitation. All formal observations and evaluations shall be consistent with the terms of this Agreement.

i. A pre-observation conference may occur prior to an observation at the request of either the unit member or the evaluator. For unit members on a full evaluation cycle, the first observation shall be a Formal Holistic Observation and the second observation shall be a Formal Focused Observation.

ii. The first observation will occur prior to Winter Break.

iii. A second observation and any subsequent observation, if any, will occur between the 1st observation and May 1.

iv. The classroom observation(s) will be a minimum period of thirty (30) consecutive minutes for each observation. Observations may occur in whatever setting or format the teacher is providing classroom instruction. Evaluators will use the Evaluation Rubric for all observations, which shall be signed by the Evaluator and the Unit Member.

Observations of classroom performance may not be conducted the day prior to Thanksgiving, Christmas, or spring break. When the unit member has had an extended absence of one (1) week or more, an observation may be conducted on or after the third (3rd) school day following his/her return.

v. Observations will be reduced to writing and presented to the unit member within ten (10) school days of the classroom visit for the unit member's perusal and signature, except when extenuating circumstances require a longer period, and be returned to the evaluator in a timely manner.

vi. A post-observation conference will be held as mutually agreed by the unit member and the evaluator.

d. Walk-Through. Evaluators will perform at least one (1) walk-through, five (5) to fifteen (15) minutes in duration, for each observation. Unit members may request

one (1) additional walk-through for each observation. Evaluators will use the appropriate OTES 2.0 walk-through form.

5. Formal Evaluation. Unit members will be evaluated every year, except as provided below. Each evaluation will consist of at least two (2) observations that are a minimum of thirty (30) consecutive minutes in duration, and at least two (2) walkthroughs. Unit members employed under expiring limited contracts who are under consideration for non-renewal will be observed not less than three (3) times during the year of contract expiration.

   a. Unit members who have been rated "Accomplished" on their most recent evaluation may be evaluated every third year and unit members who have been rated "Skilled" on their most recent evaluation may be evaluated every other year provided that the unit member is making progress on the Professional Growth Plan as determined by the evaluator. Each unit member will be observed at least once, and shall have at least one conference with their evaluator in the year(s) in which they are not formally evaluated. Evaluators will conduct a Formal Holistic Observation of teachers on less frequent evaluation cycle.

   b. Unit members on leave of absence for at least fifty percent (50%) of the year, as determined by the Board, need not be evaluated that year unless the unit member is being considered for non-renewal.

   c. Unit members who submit notice of retirement that is accepted by the Board on or before December 1 need not be evaluated that year.

6. Evaluation must be completed by May 1 and will include providing the member with a copy of the evaluation report and all evaluation forms not later than May 10. The member will sign the report to indicate receipt and may attach a written response to the report. All evaluation forms will be available on the District network, or upon request to the appropriate administrator.

   The Board will utilize the minimum reporting requirements option when submitting evaluation information via OhioES.

7. Time Limits. It is the responsibility of the Board to conduct evaluations in a timely manner. Any time limits set forth in this evaluation procedure are included as guides for the assistance of evaluators and unit members. While it is expected that the observation and evaluation actions provided will be completed within the timelines included in this procedure, the parties recognize that circumstances may arise which make strict adherence to the timelines impossible. If such circumstances (e.g., extended absence) arise, the evaluator will confer with the affected unit member(s) (who may request Association representation) and mutually agree to an alternate timeline within the same school year. If the parties cannot agree to an alternate timeline, or if the unit member's extended absence prevents an evaluation from being completed or performed, the unit

member may not claim that the Board failed to timely evaluate the unit member for purposes of nonrenewal.

8. Supersedes Existing Law. The parties intend, to the fullest extent possible, that the provisions of this evaluation procedure and the provisions of Article V of this Agreement dealing with the award and nonrenewal of initial sequence and extended sequence limited teaching contracts shall, to the fullest extent permitted by law, supersede and take the place of any and all contrary provisions of Ohio law, specifically including, but not limited to ORC Sections 3319.11 and 3319.111.

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

10. Teacher Evaluation Committee

There will be an Evaluation Committee consisting of administrators and one (1) BCEA representative from each building. When appropriate, the committee will review, assess, and provide recommendations on the following:

a. professional development with regard to teacher evaluations;
b. determine locally defined experts;
c. approve District determined instruments of High-Quality Student Data using the HQSD Verification Form;
d. any changes made to the Ohio Revised Code that affect evaluations.

Section J. Employee Discipline

1. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature with respect to similar problems, in accordance with the procedure set below.

2. Progressive Discipline Order:

a. Informal/Verbal Warning (documented in writing)

b. Written Reprimand

c. Three-Day Suspension without pay (by Superintendent/designee)

d. Five-Day Suspension without pay (by Superintendent/designee)

e. Termination in accordance with ORC 3319.16.

3. Any written record of disciplinary action will be kept in the employee's personnel file.

4. Commencing with Level 2 (Written Reprimand) in the above procedure, no employee shall be subject to discipline except for just cause.

5. All disciplinary action, except for informal/verbal warnings, shall be subject to the grievance procedure.

ARTICLE VI

WORKING CONDITIONS

Section A. Teacher Day and Year; Part-Timers

1. The scheduled school year for unit members will include one hundred eighty-five (185) days as determined by the Board in the school calendar. The scheduled work day will include seven and one-half (7½) hours of duty, subject to the provisions of this Article.

2. Unit members may be required to attend meetings which will be scheduled, where possible, before and after the regular work day. Such meeting scheduled will be announced in advance of the day the meeting is scheduled where reasonably possible. Unit members will attend open house and I.E.P. conferences as required.

3. Unit members will be scheduled to receive a thirty (30) minute duty free lunch period each day.

4. Members who leave the building during the teacher workday must sign in and out on the sign-in sheet in the office.

5. Parent-teacher conference days will be referenced in the school calendar. The conferences may start at a time different from the scheduled regular starting time for unit members provided that the total length of day will not be scheduled to exceed seven and one-half (7½) hours including the lunch period except by mutual consent of the Board and the Association.

6. Full time unit members, except for nurses and librarians, will be scheduled to receive two hundred (200) minutes of conference/ planning/preparation time each school week. Planning time will be scheduled in increments of not less than forty (40) consecutive minutes, to be scheduled during the student day.

    a. Nurses will be provided with seven and one-half (7½) hours per month from September – May for conference/planning/preparation time, including professional development. Nurses must also use late start days for these purposes.

    b. Librarians will establish their own conference/planning/preparation and lunch time, in collaboration with their building principal, in an effort to maximize the availability of the library to the staff and students.

7. Middle and high school unit members with more than three preparations per day will not regularly be assigned supervisory duties, unless agreed to by the unit member. Meetings to discuss this issue will include a BCEA Representative.

8. The Board will make every reasonable effort to make sure that traveling teachers have adequate time to reach their next class, and to meet minimum class standards. Traveling teachers will not be given before-school or after-school duties. Traveling teachers are those unit members who travel between campuses during a given work day, or who change buildings on the same campus more than twice in a given work day.

9. Reasonable effort will be made to obtain substitutes for absent unit members prior to requesting a unit member to supervise the class of an absent member.

10. For purposes of this Agreement, "full-time" is defined as being regularly scheduled to work more than fifteen (15) hours per week for elementary school positions, and at least five-ninths (5/9ths) of the day for all other teaching positions. "Part-time" is defined as being regularly scheduled to work fifteen (15) hours per week or less in an elementary position, or four-ninths (4/9ths) of the day or less in any other teaching position.

11. Contracts for part-time employees will automatically expire at the end of each contract year, without Board action and without regard to any procedural requirements. A letter explaining that process will be provided to each part-time employee at the beginning of each contract year. Part-time employees will be notified by June 1 if the Board intends (as of that time) to bring the teacher back for the following contract year.

12. Part-time unit members, as defined above, do not receive paid planning time, paid lunch, personal days or any Board-paid insurance benefits. Sick leave for part-time unit members is prorated based on the amount of hours they are regularly scheduled to work compared to a seven and one-half (7½) hour day.

13. It is understood that the Board has the right to establish the unit member work day start and end times, and control the student contact time within the 7.5-hour teacher work day.

14. The Administration has the right to schedule up to three (3) hours of professional development time during the mid-year teacher workday. If more than one (1) hour of professional development time is required during the mid-year teacher workday, a conference between the Superintendent and a BCEA representative will occur prior to that workday.

15. a. Teachers who are asked by an administrator to cover all or part of a class while on their planning time will be compensated as follows:

- up to ½ of the class period - $12.00
- more than ½ of the class period - $24.00
- for classes that do not have “periods”, payment will be $12.00 for every 20-minute increment.

b. Teachers may arrange for their own coverage, with the permission of the appropriate administrator, but there will not be compensation for that arrangement.

Section B. Transfers and New Positions

1. Voluntary Transfers

   a. All unit members will be provided a transfer/intent form by March 15th of each year. Unit members who desire a change in grade and/or subject assignment or who desire reassignment to another building must return the transfer/intent form to the Superintendent no later than March 31. Intent forms may be amended after March 31. The completed form should include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he/she desires to be reassigned.

   b. Voluntary transfers will be made on the basis of Section (a) above.

   c. A new position, as defined in Section 3 below, will not be considered under this Section but will be filled pursuant to Section 3 below.

   d. Openings that occur on or after the first day of school may be filled externally for that year. Openings that are filled externally during the school year will be subject to the transfer process the following summer.

   e. If applicants are deemed the same in qualification within the system, then the seniority system will be given preference.

   f. Vacancies do not arise until after transfers have been made. If a position remains unfilled after completion of this transfer process, the position will be advertised externally.

2. Involuntary Transfer.

   a. An involuntary transfer refers to the reassignment of a unit member to a position different from that one he/she is currently holding in order to meet the staffing needs of the District.

   b. Such reassignment will only be made after consultation between the administrative staff and that unit member. The administrative staff will give written specific reasons for any such transfer. The unit member being reassigned will be notified as soon as possible after a decision to transfer has been made.

   c. Unit members subject to reassignment within a department resulting from a Principal-initiated request will be offered a choice of available assignments for which they may qualify at the time the reassignment is being considered. No reassignment of this type will occur after the end of July.

3. New Positions. A new position is defined as a new curricular offering, or a position that will add a full-time employee to the District. When the Board determines to create a new

position, it shall fill it using the following process. The Board reserves the right to fill or not fill any new position.

a. A new position, including new supplemental positions, will be posted for five (5) working days in all buildings, administrative offices, and all teachers' lounges.

b. Each unit member will have seven (7) days from the date of posting or the date of paycheck mailing to apply for the position. In no case is this notification binding that the position must be filled by a present unit member who has requested a change, but the position will not be filled from outside the District if a qualified unit member has applied and is qualified for the position. If applicants are deemed similar in qualification within the system, then the seniority system will be given preference.

c. For vacancies occurring on or after August 1 of each year, vacancies will be posted for three (3) working days, and members will have five (5) calendar days to apply for the position.

d. Should a unit member be denied a position, the Superintendent will provide reasons in writing upon the unit member's request. Qualifications for any vacant position will be determined by the Superintendent and/or Board of Education. Except as limited by this Article, the right of assessment of all personnel shall rest with the Superintendent.

Section C. School Calendar

1. The Board will provide the Association with all known established dates relevant for following year school calendar purposes by November 1 of each year.

2. The Association will provide input to the Board for its consideration, in the form of one or more proposed calendars, by February 1 of each year.

3. The Superintendent and at least one Board member will meet with the Association Calendar Committee (maximum of 5 members) to discuss the calendar prior to the Board of Education vote on the calendar.

4. The Board of Education shall annually adopt a school calendar which will include a schedule of potential make-up days, if required due to an excess in emergency closing(s).

Section D. Miscellaneous Conditions

1. The Board will provide to all unit members the training and resources necessary to perform routine procedures for handling spilled blood and body fluids in keeping with recommendations of the Ohio Department of Health and other state, local and federal health agencies.

2. Routine classroom maintenance will be scheduled to take place at such times as to minimize interference with classroom instruction.

3. Unit members shall be paid the current IRS rate for mileage that pertains to their work duties.

Section E. Class Size

1. Kindergarten through eighth (K-8) grade classes will be scheduled in a manner to ensure no self-contained classroom will exceed thirty (30) pupils (the class size limit), exclusive of handicapped pupils mainstreamed for less than half of the school day. Classes may exceed the class size limit by agreement between the building Principal and the unit member. Meetings to discuss this issue will include a BCEA Union Officer. Non-core academic classes, related arts classes, and/or specials classes, not part of a grade-level team rotation, will not be subject to a class size limitation.

2. If the class size exceeds 27 students in any K-2 classroom, the teacher will be compensated at the rate of ten dollars ($10) per student per day for every student over 27, payable twice each year. If the class size exceeds 27 students in any classroom, grades 3-5, the teacher will be compensated at the rate of ten dollars ($10) per student per day for every student over 27. The payment will be based on the average daily enrollment per semester for grades 3-5, payable twice each year.

   If there is a classroom aide assigned to the classroom for at least ½ of the student day, then there will be no compensation for that classroom.

3. High school and middle school classes will be scheduled such that unit members will be assigned to classes not exceeding a scheduled maximum of one hundred seventy (170) pupils per day, exclusive of non-core academic classes, related arts classes, and/or specials classes, not part of a grade-level team rotation (the high school class limit). The high school class size limit may be exceeded by agreement between the unit member and the building Principal. Meetings to discuss this issue will include a BCEA Union Officer.

4. Pupils enrolling in the District after the scheduling of classes for the year will be assigned to that class in that attendance area containing the fewest number of pupils.

Section F. Curriculum Development

Unit members will be given the opportunity to participate in the development, implementation, revision, and assessment of the school curricula in the following ways:

1. A unit member from each building in the District will be assigned to a core group in the areas of reading/language arts, science, mathematics and social studies to develop curricula;

2. All unit members involved in the implementation of a course of study will be given the opportunity to review and comment upon the work of the core group;

3. All unit members involved in implementing the course of study will have had the opportunity to have reviewed the course of study and comment upon it before adoption by the Board of Education;

4. Unit members will be given the opportunity to provide feedback on adopted courses of study as they are implemented in the classroom for the improvement of both the course of study and classroom instruction;

5. In special areas (health, art, music, physical education, etc.) one unit member from the District will serve on a county committee to develop curriculum. After each course of study has been developed and adopted, the school will provide in-service to unit members responsible for implementing the course of study.

Section G. Employment Of Retired Teachers

1. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years' service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.

2. First year PRTs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. After that, PRTs who are rehired will continue to receive one-year limited contracts of employment. Evaluation of PRTs will be done on an as-needed basis, as determined by the Administration. Nonrenewal of PRTs after their first year will be done pursuant to Article V, Section A(2) (Nonrenewal of initial sequence limited contracts), except that adherence to the evaluation procedures of the contract is not required.

3. PRTs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status.

4. For purposes of Reduction in Force, PRTs will not accrue seniority.

5. PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.

6. PRTs may participate in the District's medical or dental insurance program.

7. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.

8. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

9. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

Section H. Open Enrollment For Children of Unit Members

The children of unit members may attend Bloom-Carroll schools pursuant to the eligibility requirements of open enrollment contained in Board Policy JECBB. In the event Bloom-Carroll Schools close open enrollment, the children of unit members will still be permitted to attend as if open enrollment were not closed, as long as the child's enrollment does not require the District to provide additional space or hire any additional teachers.

Section I. Job Share

The Board will consider job share proposals brought forward by the specific teachers that would be involved. Job sharing arrangements will require the approval of the applicable building Principal(s) as well as the Superintendent. The decision to approve a job share is at the discretion of the Board, and cannot be grieved or otherwise contested.

ARTICLE VII

LEAVES

Section A. Personal Leave

1. Full time unit members (as defined in Article VI, Section 8) will be entitled to up to three (3) days of unrestricted personal leave each school year. Personal leave may be used only in increments of either full or half days. Personal leave is not cumulative, except for the rollover provision in Section (A)(4) below.

2. Request for personal leave should be entered into the automated system as far in advance as is possible, and must be submitted at least seventy-two (72) hours in advance except in the case of emergencies. If the automated system is not available, the unit member must speak directly with the building administrator or designee. Not more than ten percent (10%) of the unit members per assigned building, as of the start of the school year, will be permitted to take personal leave on the same day. If requests exceed the 10% maximum, they will be considered in the order in which they were received.

3. Except in the case of emergency or unusual circumstances, as determined by the Superintendent, personal leave may not be used on the first or last student days of any semester. Personal days may be used on scheduled parent-teacher conference days or open house days only if the teacher attends the parent-teacher conferences or open house.

4. Unit members will be permitted to rollover two unused days to the next year, but only if the member has at least 3 unused days as of June 30. The maximum number of personal days that anyone can have at any one time is five.

5. Unused personal leave that is not rolled over will either be converted to sick leave at the end of each contract year, or will be paid at the then current daily sub rate, at the option of the unit member. Payment will be made no later than June 30. A maximum of three days per year may be converted to sick leave or cashed out.

Section B. Short-Term Paid Professional Leave

1. Each unit member may be granted leave for attendance at professional meetings or visitation to another school. Application for such leave is made directly with the building Principal or other administrator to whom the unit member is responsible. Each unit member will be encouraged to attend at least one (1) professional meeting per year. The maximum amounts that will be reimbursed are as follows:

    a. For conferences in Ohio and contiguous states, actual costs up to:
        - Registration fees (100%)
        - Hotel ($55 per day)
        - Food ($25 per day)
        - Transportation (mileage and actual parking cost)

b. For conferences in all other places, actual costs up to:
- Registration fees (100%)
- $75 per diem cap on all other expenses

2. Application for reimbursement of actual expenses must be substantiated by actual receipts. The unit member and Principal will make the judgment well in advance of the total expenses which may occur. Conference registrations will be reimbursed upon receipt from the unit member of a canceled check or receipt from the seminar or conference provider.

3. If a unit member desires to attend a particular conference, the unit member must request authorization from the appropriate administrator. Such requests may be granted up to a maximum Board expenditure of six thousand dollars ($6,000). To the extent permissible, grants or other external funding sources shall be used first. The Board will pay expenses incurred in the attendance at meetings authorized pursuant to Section 1 above. All expenses authorized in this Section will be split evenly between the two semesters, with any amounts remaining from the first semester carrying over into the second semester. Amounts unused at the end of the second semester will expire and not carry over to the next school year. All expenses count toward the maximum Board expenditures listed in this Section, including mileage, meals and hotel costs.

4. If the Board requires a unit member to attend a conference, or otherwise believes that the cost of a particular conference should be fully paid by the Board, the Board of Education shall pay for one hundred percent (100%) of the costs of the unit member attending the particular conference.

5. If the professional development funds are exhausted, each unit member will be permitted, upon Superintendent approval, to attend one professional development conference at their own expense.

6. Failure of the Board to approve professional leave requests will negate any evaluation of attendance at conferences.

7. All professional leaves will be granted in a fair and equitable manner.

Section C. Association Leave

Designated Association Representatives may be excused from teaching duty without loss of pay for an aggregate of five (5) days each school year to serve as Association Representatives to Ohio Education Association meetings. The Association must notify the Superintendent of the identity of the persons for whom leave is requested and the dates on which such leave is requested not less than two (2) weeks prior to the time for which the leave is requested. The Board will not be responsible for travel or other expenses connected with the use of the Association leave.

Section D. Sabbatical Leave

Sabbatical leave of absence for study and research for a period of up to one (1) school year will be granted by the Board to full-time, annually contracted unit members under the following conditions:

1. In order to apply for sabbatical leave, the unit member must be properly certified/licensed in his/her area of instruction, and must have completed five (5) consecutive years of regular employment in the District immediately prior to application.

2. Not more than three percent (3%) of the eligible teaching staff may be granted such sabbatical leave of absence in any year.

3. The applicant must not have been granted a sabbatical leave of absence within the preceding seven (7) years.

4. The applicant must sign an agreement to return to service in the District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years.

5. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15 or October 15, preceding the school semester within which the leave is desired. The application shall include an acceptable plan for spending the leave in a manner of study and research calculated to contribute to the professional effectiveness of the application as a teacher and to the best interests of the school system.

6. A unit member on sabbatical leave shall not render teaching service for compensation in another educational institution, provided, however, that this shall not preclude the acceptance of a fellowship or other assistance in research.

7. Upon completion of sabbatical leave, the unit member shall file within sixty (60) days with the Superintendent a written report of his/her educational pursuits while on sabbatical leave.

8. The unit member returning from sabbatical leave shall be placed on the salary schedule reflecting earned credits and with no loss of longevity steps due to the leave.

9. The unit member returning from sabbatical leave shall be placed in a teaching position for which he or she is certified/licensed.

10. A unit member on sabbatical leave may receive all Board group insurance benefits during the duration of the sabbatical at the unit member's expense. The unit member shall make the appropriate payment to the Board Treasurer on the first of each month.

Section E. Military Leave

Unit members shall be granted military leave in compliance with ORC Sections 3319.14 and 5923.05.

Section F. Mandatory Court Appearance and Jury Duty

The Board will grant leave with pay to unit members in the case of jury duty. When on jury duty, pay for days of such absences shall be based on the difference between the unit member's regular compensation and the remuneration received for serving as a juror exclusive of mileage paid by the court. The Board will also grant leave with pay to unit members when subpoenaed to make a court or administrative agency appearance, unless the unit member is a party to the action, or is making an appearance adverse to the Board.

Section G. Religious Observance

Unit members with truly held religious beliefs which prohibit performance of the regular duties of employment on any day for which duties are scheduled will notify their building Principal or immediate supervisor by September 1 of each year. Such members will be permitted to use up to two (2) paid days per year. Additional days of leave may be provided without pay upon approval of the Superintendent.

Section H. General Conditions of Unpaid Leaves

All unpaid leaves of absence provided in this Agreement shall be subject to the following provisions:

1. Time Spent on Unpaid Leave of Absence

   a. Seniority. Time spent on unpaid leave of absence authorized under this Agreement shall not be included in the service time of the member for purposes of determining the seniority of that member for reduction in force purposes but such leave shall not be considered a break in service.

   b. Eligibility for Continuing or Multi-Year Contract. Any year in which a unit member is absent for one-hundred twenty (120) school days or more by reason of an unpaid leave of absence authorized under this Agreement shall not be counted as a year of service for purposes of eligibility of either continuing or multi-year limited teaching contracts of employment or for eligibility for application of a just cause standard for the nonrenewal of a limited teaching contract.

   c. Tolling of Period of Limited Contract. Any school year in which the unit member is absent from duty for one hundred twenty (120) school days or more by reason of an unpaid leave of absence shall not be considered a year of service for purposes of determining the expiration of a limited teaching contract held by the unit member at the commencement of such leave.

2. Return from Leave

a. Unit members on disability leave of absence may be required to submit evidence of ability to perform the usual duties of employment prior to return from leave.

b. Unit members must confirm their intent to return from an unpaid leave six weeks prior to the last work day of the scheduled leave. The District will make its best effort to contact unit members to obtain this confirmation.

c. Failure of the unit member to return from a leave of absence upon the expiration of the leave or any authorized extension of the leave will be considered abandonment of employment and all further rights of the member will terminate at that time.

Section I. Child Care Leave of Absence

1. Unit members may request and receive an unpaid leave of absence for a period of up to one (1) school year for the purpose of caring for an infant child (a child three years of age or less), whether born to or adopted by the member. Such request shall be submitted not less than ninety (90) days prior to the date of commencement of the leave and shall be accompanied by such documentation as may be requested to verify the circumstances of the leave. In the event of an anticipated adoption the request will be submitted at the time of the adoption application and confirmed not less than forty-eight (48) hours prior to the commencement of the leave. Any such request must be renewed each school year.

2. Child care leave terminates at the end of a semester or at the commencement of the next succeeding school year, as determined by the unit member at the time of the leave request. Return from leave at any other time shall be permitted only on approval of the Superintendent

Section J. Sick Leave

1. Accrual of Sick Leave. Unit members will accrue sick leave at the rate of 1.25 days per month for a total of fifteen (15) days per year. Unit members employed for less than full time will accrue sick leave at a prorated rate based on the member's regular hours of assignment compared with a full work day (7½ hours).

2. Advancement of Sick Leave. Newly employed unit members will be advanced sick leave credit of up to five (5) days (37½ hours) at the commencement of employment. Unit members with more than one (1) full year of service who have used all available sick leave will be advanced up to five (5) days sick leave (37½ hours) credit in any one school year. Eligibility for advancement of sick leave will expire at the conclusion of each school year. Any advancement of sick leave will be reduced as sick leave credit is earned and any unit member who leaves employment without first having recouped the full amount of any advanced sick leave days will pay the value of those days to the Board.

3. Accrual of Unused Sick Leave. Unused sick leave may be accrued to a maximum of two hundred forty (240) days. Unit members who have, as of the beginning of any school year, reached the two hundred forty (240) day maximum and who use fifteen (15) or fewer days of sick leave in that year will not be reduced below two hundred forty (240) days.

4. Use of Sick Leave. Request for sick leave should be entered into the automated system as soon as possible. If the automated system is not available, the unit member must speak directly with the building administrator or designee. Upon approval of the responsible administrative authority of the District, sick leave may be used for:

   a. Personal Illness. Physical or mental incapacity of the unit member to report for or discharge the member's customary duties of employment.

   b. (1) Illness, serious injury, or death in the unit member's immediate family requiring the attendance of the unit member. "Immediate family" includes the member's spouse, children, parents, foster parents, brothers, sisters, stepchildren, grandparents, a person for whom the unit member is the legal guardian (as determined by a court), and any relative living in the same household.

   (2) Serious injury or death in the unit member's family requiring the attendance of the unit member. Up to three (3) sick days per incident may be used for such family members. "Family" includes grandchildren; parents-in-law; nieces, nephews, aunts, uncles, cousins, and those holding those relationships by marriage; and brothers-in-law and sisters-in-law.

   (3) Attendance at the funeral of a person who is the equivalent of the unit member’s spouse or parent (substantiation may be required).

   c. Illness or disability resulting from pregnancy as determined by the attending physician.

   d. Sick leave must be taken in at least one-half (½) day increments.

5. Proof of Illness. Proof of illness or other circumstance authorizing the use of sick leave must be established with the Superintendent.

   a. Each absence must be explained on the absence management system (Frontline Education Absence Management). The member will certify the reason for the absence on the absence management system.

   b. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when the physician was consulted.

c. Falsification of a statement is grounds for suspension or termination of contract under Section 3319.16 of the ORC.

Section K. Work Related Injury Leave

1. Unit members injured in the course of employment and unable to work as a result of such injury will be provided with paid injury leave for a period of up to thirty (30) days in accordance with this Article. During the first seven (7) days of absence resulting from such injury the unit member will use accumulated sick leave. For the next thirty (30) days of absence due to such injury the unit member will be provided injury leave under this Article. Work related injury leave will not be deducted from sick leave.

2. Persons requesting injury leave will submit such information as may be requested regarding the circumstances and extent of the injury. Such persons may be required to undergo medical examination to verify the nature and extent of the injury. Such members will authorize the release of the results of such examination to the Board. Any such medical examination requested by the Board will be paid by the Board of Education. Any dispute about eligibility for such leave will be resolved in the same fashion as claims for worker's compensation. As a condition of receiving work-related injury leave the unit member will authorize payment to the Board of any worker's compensation wage claims which relate to the same period of absence.

3. Unit members applying for injury leave benefits must also apply for Workers Compensation on the appropriate Workers Compensation form.

4. Any Workers Compensation benefits received by the unit member for the period of time while on work related injury leave shall be turned over to the Board.

Section L. Family and Medical Leave Act

The Board and the Association each retain and reserve all of their respective rights and obligations under the Family and Medical Leave Act of 1993.

ARTICLE VIII

COMPENSATION, FRINGE BENEFITS AND INSURANCE

Section A. Salary

The BA-0 base salary will be $47,172 effective July 1, 2026

Section B. Salary Schedule Placement

1. Newly employed unit members by the Board shall be granted "years of service" credit for placement on the salary schedule based upon their experience as follows:

   a. One year service credit, not to exceed five (5) years, for each twelve (12) months of active military service.

   b. One year service credit for each school year in which the unit member was employed full-time by a public school district, or a non-public district chartered by the State of Ohio. "Full-time" employment means actually working at least one hundred twenty (120) days during a school year as a regular unit member.

   c. No newly hired unit member, or a unit member re-employed by the Board after an absence of more than three (3) years, shall receive credit for more than ten (10) years total prior service credit for salary placement purposes.

2. A unit member may be advanced a step on the salary schedule, when increments so provide, upon being under contract and working for one hundred twenty (120) six (6)-hour days or more in the prior school year.

3. In order for placement on the 150 hours column, a unit member must have 150 semester hours inclusive of an earned Bachelor's Degree from an accredited teacher education college or university.

4. MA +15: In order for placement on the Master's plus 15 column, a unit member must have earned 15 semester hours in graduate courses and/or undergraduate courses, after receipt of a Master's Degree from an accredited teacher education college or university recognized by the Ohio Department of Higher Education or from independent accrediting bodies that are recognized by the U.S. Department of Education and/or the Council for Higher Education Accreditation.

   MA +30: In order for placement on the Master’s plus 30 column, a unit member must have earned 30 semester hours in graduate courses and/or undergraduate courses, after receipt of a Master’s Degree from an accredited teacher education college or university recognized by the Ohio Department of Higher Education or from independent accrediting bodies that are recognized by the U.S. Department of Education and/or the Council for Higher Education Accreditation.

5. For purposes of placement and advancement on the salary schedule, and regardless of the granting institution, one (1) semester credit hour shall be defined as being equivalent to thirty (30) contact or clock hours and shall be credited accordingly. Partial credit hours will not be given for fewer than thirty (30) contact or clock hours. When submitting the application for salary advancement and reimbursement, the bargaining unit member must provide proof that the education institution grants one (1) semester credit hour for thirty (30) contact or clock hours. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

6. For advancement on the salary schedule, the official transcript must be submitted to the Treasurer's office for approval at the next regular Board meeting. The advancement on the salary schedule will be effective starting with the next work day after Board approval.

Section C. Pay Intervals

1. Salary for the performance of contract duties derived from Appendix A will be paid in twenty-four (24) equal installments per year, on the 8th and 23rd of each month, subject to the following:

    a. Paychecks for pay dates falling on a holiday will be available for distribution on the last workday prior to the holiday.

    b. All unit members will automatically have their paychecks direct deposited.

Section D. Severance Pay

All unit members who present evidence of service retirement from the State Teachers Retirement System shall at the time-of-service retirement be eligible for severance pay for unused accumulated sick leave according to the following provisions:

1. To be eligible for severance pay, the unit member must have worked in the District for a minimum of ten (10) years, and must apply in writing to the Board of Education not later than sixty (60) days after the last paid date of service with the District.

2. The written application must be accompanied by an appropriate document from the retirement system verifying that the employee has retired.

3. Severance payment shall be made by September 1 of the year of retirement, upon the Treasurer's receipt of proof of retirement.

4. Payment shall be made only upon service retirement and is not authorized in the event of death of the employee prior to the approval of the application for retirement by the appropriate retirement system.

5. Payment of severance pay for unused sick leave shall eliminate all accrued sick leave of the unit member.

6. Severance pay shall not exceed 1/4 of the unit member's accrued, but unused, sick leave credit.

7. The maximum severance payment shall be sixty (60) days.

8. Upon retirement, unit members who have worked for at least thirty (30) consecutive years in the District will receive fifteen (15) additional days of severance pay.

9. Payment shall be based upon the unit member's daily rate of pay at the time of retirement.

Section E. STRS Pick-Up

The Board herewith agrees to pick up (assume and pay) contributions to the State Teachers Retirement System (or State Employees Retirement System) on behalf of the unit members in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each unit member shall be the then-existing unit member's contribution as determined by STRS (or SERS) and required by law. The unit member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all unit members.

3. No unit member covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pick-up.

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

Section F. Tuition Reimbursement

1. All unit members completing additional college credit any year and returning to the system the following year will receive up to $200 per semester hour of college credit earned with a passing grade, subject to the caps outlined below. Courses shall be in the field of certification/ licensure, courses to add a field of certification/licensure, education courses or courses part of a planned degree program.

2. The maximum total amount available for reimbursement each year shall be $30,000. No requests will be honored after the $30,000 for that year has been used.

3. The tuition reimbursement system will operate on an August – July year. All requests from the previous year (ending spring semester) must be turned in by July 31. Requests not turned in by that date will be considered null and void, and will not be reimbursed. Payment will be made once a year, in September following the reimbursement year. Payment will be calculated as follows:

    a. All hours shall be converted to semester hours for the purpose of reimbursement.

    b. Reimbursement shall be determined by the following process:

1) Determine the total number of eligible semester hours.

2) Divide that number into the reimbursement cap to determine a semester hour cost.

3) Match that semester hour cost with the amount actually paid per semester hour by each teacher.

4) Teachers who actually paid less than the semester hour reimbursement amount will be reimbursed only for what they actually paid. Reimbursement cannot exceed the "per hour" caps contained in Section F(1) above.

5) Remaining dollars are divided by remaining hours to determine the semester hour reimbursement for all other participants.

4. The LPDC will accept and process applications and present requests for payment to the Board Treasurer. The LPDC must approve courses in advance.

5. Unit members who do not fall under the LPDC shall submit requests for tuition reimbursement to the appropriate administrator serving on the LPDC Committee.

6. This reimbursement applies only to fees incurred by the unit member.

Section G. Insurance Coverages

The following "insurances" are available and enrollment cards are provided upon request, for all coverages.

1. A "Term Life" insurance policy shall be provided for each full-time unit member in the amount of $40,000.

2. A supplemental term life insurance policy will be made available to each unit member in the amount of $40,000. The program is voluntary and 100% of the premiums will be paid by the unit member.

3. Health insurance is available to each full-time unit member upon enrollment:

   a. The Board shall pay 90% of the premium cost for each unit member signing up for single health insurance coverage who is not covered, and is not eligible to be covered without additional cost, under their spouse's health insurance plan. Unit members who sign up for single coverage and who are covered, or are eligible to be covered without additional cost, under their spouses' health insurance plan shall pay 50% of the total premium for single coverage.

   b. The Board shall pay 80% of the premium cost for each unit member signing up for family health insurance coverage.

   c. The deductible and coinsurance amounts are outlined in the benefit booklet.

4. Dental insurance is available to each full-time unit member upon enrollment:

a. The Board shall pay 90% of the premium cost for single dental coverage, and 80% of the premium cost for family dental coverage.

b. The deductible amounts for dental insurance are $25 per year for single coverage and $75 per year for family coverage. There is no deductible for preventive dentistry.

c. The co-insurance amount is 80/20, except that orthodontia is 60/40 up to $1,000 maximum per lifetime.

d. There is a calendar year maximum of $1,250.00 per person.

The District will provide a voluntary vision insurance plan. The District will administer the plan. Employees who choose to enroll will pay 100% of the vision plan premiums.

5. Specialty Pharmacy (step therapy)

a. Effective with newly prescribed medications, after January 1, 2007, the most cost-effective drug (step-one or first-line), rather than more costly drug (step-two or second-line) will be dispensed first. Drugs that qualify for this step-therapy are often costly and highly advertised. Drugs for a given condition will be dispensed beginning with first-line, and then progress to more costly drugs as medical conditions warrant. The purpose of this provision is to use drugs in a sequential therapy program.

b. Specialty Code drugs are newer, very high-cost drugs. When there is a medical need for these drugs, dispensation is placed in a specialty pharmacy management program.

c. Specialty Code drugs are available by mail order only in a 30-day supply. Co-payment for each prescription filled is $100 with an annual out-of-pocket maximum of $1,200 for specialty pharmacy drugs.

d. Specialty Code drugs are outside the $10,000 limit for routine prescriptions; however, the cost will apply to the lifetime maximum of $3,000,000.

6. Miscellaneous

a. The Board agrees to maintain a "Section 125 Plan," which will allow unit members to pay for premium amounts with pre-tax dollars. The Board will establish flexible spending accounts for medical expenses not paid for by insurance, and for dependent care.

b. The Board will pay $400 per year to anyone who does not sign up for medical and dental insurance coverage through the Board of Education. This stipend shall be paid in a lump sum at the end of the fiscal year to anyone who was not covered by the Board's health insurance coverage at any time during the preceding school year.

c. The Board shall retain the right to change carriers and/or plans so long as there is no decrease in coverage from the PPO Plan in effect as of January 1, 2003.

d. The open enrollment period for medical and dental insurance coverage is currently the month of September.

ARTICLE IX

MISCELLANEOUS

Section A. Waiver of Negotiations

1. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not be considered a waiver of the right to require full and complete compliance in the future of any or all of the terms and conditions herein. The nonexercise of rights retained by the Board shall not be deemed to waive any such rights or the right to exercise them in some other way in the future.

2. The parties acknowledge that this Agreement, together with any written modifications thereof, embodies the complete and final understanding reached by the parties as to the wages, hours and other terms and conditions of employment for all unit members covered by this Agreement. Except as may be expressly provided in any reopener clause provided herein, the Board shall not be obligated to bargain collectively with the Association during the term of this Agreement on any matter included in the Agreement.

Section B. Health and Safety

1. The Board's Occupational Safety and Health program shall comply with the requirements of ORC 4167.

2. The Board shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. The first aid kit will include an adequate supply of disposable rubber gloves and CPR masks.

3. It is the Board's prerogative to implement monitoring techniques in the hallways and buses for security purposes. There will be a Safety Committee to establish methods to make the District as safe as possible.

Section C. Student Teacher Cooperating Teacher

1. Any payment given to the school district by a college or university in return for allowing students to student teach at the District will be put into a fund and earmarked for the classroom of the cooperating teacher(s).

Section D. Sample Dues Deduction Form

The Employer agrees to deduct from the wages of any consenting employee-member of the Union, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any employee-member of the Union. All monies deducted for such purposes shall be paid promptly to the Union.

Deductions will be made in as nearly equal pay-period installments as possible during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October.

The Employer, on a monthly basis, shall transmit to the Union a single check in the amount of all dues so deducted.

The Union on or before _____ shall transmit to the Employer a list of those employees who have properly signed payroll deduction authorizations and submitted them to the Union. The Union shall collect and maintain a file of member authorization payroll deduction cards. Such cards shall contain the following:

This is to authorize payroll deductions for dues from my pay in the amount determined by the Union and as contractually provided.

Date_____ Signature_____

ARTICLE X

DURATION AND IMPLEMENTATION

A. This Agreement shall be effective from July 1, 2026, and shall continue in full force and effect until midnight, June 30, 2029.

B. This Agreement supersedes policy, rules, regulations, or practices of the Board which are contrary or inconsistent with the terms of this Agreement.

C. A unit member shall have the right to Association representation in any action to enforce a right or privilege granted by this Agreement.

D.

1. In the event there is a conflict between a provision of this Agreement and any state statute or state regulation, the Agreement shall prevail except as prohibited by Section 4117.10(A) of the ORC or as otherwise provided by the parties in this Agreement.

2. If, during the term of this Agreement, there is a change in state or federal law, or valid rule or regulation adopted by a state or federal agency pursuant thereto, which could invalidate any provision of this Agreement as determined by a court of competent jurisdiction, the parties shall meet to negotiate any necessary amendments to the Agreement relative to the affected provision within sixty (60) days by demand of either party, provided such amendment to the Agreement is mandated or implicit by the express terms of the statute, law, rule or regulation. All other provisions of this Agreement which are not in such conflict shall continue in full force and effect.

CBA SIGNATURE PAGE (7/1/26-6/30/29)

BLOOM-CARROLL
EDUCATION ASSOCIATION

3-9-2026
President /Date

3-9-26
Vice President /Date

BLOOM-CARROLL
BOARD OF EDUCATION

3/25/2026
President /Date

3/25/2026
Vice President /Date

3/25/2026
Superintendent /Date

3-25-2026
Treasurer /Date

APPENDIX A

SALARY SCHEDULE
2026-2027

YEARS	BA	BA150	MA	MA+15	MA + 30
0	47,172	48,965	51,654	55,239	59,720
1	48,965	50,993	53,918	57,739	62,456
2	50,757	53,022	56,182	60,239	65,192
3	52,550	55,050	58,447	62,739	67,928
4	54,343	57,079	60,711	65,239	70,664
5	56,135	59,107	62,975	67,739	73,400
6	57,928	61,135	65,239	70,240	76,136
7	59,720	63,164	67,504	72,740	78,872
8	61,513	65,192	69,768	75,240	81,608
9	63,305	67,221	72,032	77,740	84,344
10	65,098	69,249	74,296	80,240	87,080
11	66,890	71,277	76,561	82,740	89,816
12	68,683	73,306	78,825	85,240	92,552
13	70,475	75,334	81,089	87,741	95,288
15	72,268	77,363	83,353	90,241	98,024
20	74,061	79,391	85,618	92,741	100,760
25	75,853	81,419	87,882	95,241	103,496
27	77,646	83,448	90,146	97,741	106,232

SALARY SCHEDULE
2027-2028

YEARS	BA	BA150	MA	MA+15	MA + 30
0	48,587	50,433	53,203	56,896	61,511
1	50,433	52,523	55,535	59,471	64,329
2	52,280	54,612	57,867	62,046	67,147
3	54,126	56,701	60,199	64,621	69,966
4	55,972	58,790	62,532	67,196	72,784
5	57,819	60,880	64,864	69,771	75,602
6	59,665	62,969	67,196	72,346	78,420
7	61,511	65,058	69,528	74,921	81,238
8	63,358	67,147	71,860	77,497	84,056
9	65,204	69,237	74,193	80,072	86,874
10	67,050	71,326	76,525	82,647	89,692
11	68,897	73,415	78,857	85,222	92,510
12	70,743	75,504	81,189	87,797	95,328
13	72,589	77,594	83,521	90,372	98,146
15	74,436	79,683	85,854	92,947	100,964
20	76,282	81,772	88,186	95,522	103,782
25	78,128	83,861	90,518	98,097	106,600
27	79,974	85,951	92,850	100,673	109,418

SALARY SCHEDULE
2028-2029

YEARS	BA	BA150	MA	MA+15	MA + 30
0	50,045	51,946	54,799	58,602	63,356
1	51,946	54,098	57,201	61,255	66,259
2	53,848	56,250	59,603	63,907	69,162
3	55,750	58,402	62,005	66,559	72,064
4	57,651	60,554	64,407	69,212	74,967
5	59,553	62,706	66,810	71,864	77,869
6	61,455	64,858	69,212	74,516	80,772
7	63,356	67,010	71,614	77,169	83,675
8	65,258	69,162	74,016	79,821	86,577
9	67,160	71,314	76,418	82,474	89,480
10	69,062	73,465	78,820	85,126	92,382
11	70,963	75,617	81,222	87,778	95,285
12	72,865	77,769	83,625	90,431	98,188
13	74,767	79,921	86,027	93,083	101,090
15	76,668	82,073	88,429	95,735	103,993
20	78,570	84,225	90,831	98,388	106,895
25	80,472	86,377	93,233	101,040	109,798
27	82,373	88,529	95,635	103,692	112,700

APPENDIX B

Supplemental Table

Base = $34,500 2026-29

GROUP	Experience (Years)											
	0	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11+**
A	15% **$5,175**	16% **$5,520**	16% **$5,520**	17% **$5,865**	17% **$5,865**	18% **$6,210**	18% **$6,210**	19% **$6,555**	19% **$6,555**	20% **$6,900**	20% **$6,900**	21% **$7,245**
B	13% **$4,485**	14% **$4,830**	14% **$4,830**	15% **$5,175**	15% **$5,175**	16% **$5,520**	16% **$5,520**	17% **$5,865**	17% **$5,865**	18% **$6,210**	18% **$6,210**	19% **$6,555**
C	12% **$4,140**	13% **$4,485**	13% **$4,485**	14% **$4,830**	14% **$4,830**	15% **$5,175**	15% **$5,175**	16% **$5,520**	16% **$5,520**	17% **$5,865**	17% **$5,865**	18% **$6,210**
D	6% **$2,070**	7% **$2,415**	7% **$2,415**	8% **$2,760**	8% **$2,760**	9% **$3,105**	9% **$3,105**	10% **$3,450**	10% **$3,450**	11% **$3,795**	11% **$3,795**	12% **$4,140**
E	5% **$1,725**	6% **$2,070**	6% **$2,070**	7% **$2,415**	7% **$2,415**	8% **$2,760**	8% **$2,760**	9% **$3,105**	9% **$3,105**	10% **$3,450**	10% **$3,450**	11% **$3,795**
F	4% **$1,380**	5% **$1,725**	5% **$1,725**	6% **$2,070**	6% **$2,070**	7% **$2,415**	7% **$2,415**	8% **$2,760**	8% **$2,760**	9% **$3,105**	9% **$3,105**	10% **$3,450**
G	3% **$1,035**	4% **$1,380**	4% **$1,380**	5% **$1,725**	5% **$1,725**	6% **$2,070**	6% **$2,070**	7% **$2,415**	7% **$2,415**	8% **$2,760**	8% **$2,760**	9% **$3,105**
H	**750**	**750**	**750**	**750**	**750**	**750**	**750**	**750**	**750**	**750**	**750**	**750**

Group A
Varsity Football
Varsity Basketball (Boys)
Varsity Basketball (Girls)
Marching Band Director

Group B
Varsity Baseball
Varsity Wrestling
Varsity Softball
Varsity Boys Track
Varsity Girls Track
Varsity Volleyball
Varsity Girls Soccer
Varsity Boys Soccer
Varsity Cheerleader Advisor (2 Seasons)

Group C
Varsity Assistant Football
Varsity Assistant Girls Basketball
Varsity Assistant Boys Basketball
Varsity Assistant Baseball
Varsity Assistant Boys Soccer
Varsity Assistant Girls Soccer
Varsity Assistant Softball
Varsity Assistant Wrestling
Varsity Assistant Volleyball
Assistant Marching Band Director
Varsity Assistant Track
Golf
Cross Country
Varsity Girls Tennis
Varsity Boys Tennis
JV Cheerleader Advisor (2 Seasons)
JV Boys Basketball
JV Girls Basketball
JV Baseball
JV Boys Soccer
JV Girls Soccer
JV Softball
JV Volleyball
Yearbook Advisor
Swimming

Group D
Weight Room (1 Season- 4 Seasons Total)
M.S. Cheerleader (2 Seasons)
JV Golf
9th Grade Football
9th Grade Boys Basketball
9th Grade Girls Basketball
9th Grade Volleyball
9th Grade Baseball
9th Grade Softball
M.S. Boys Track
M.S. Girls Track
M.S. Wrestling
M.S. Cross Country
8th Grade Boys Basketball
8th Grade Girls Basketball
7th Grade Boys Basketball
7th Grade Girls Basketball
8th Grade Football
7th Grade Football
8th Grade Volleyball
7th Grade Volleyball
8th Grade Baseball
7th Grade Baseball
8th Grade Softball
7th Grade Softball

Group E
Academic Quiz Team Advisor
H.S. Student Council Advisor
Color Guard Advisor
Vocal Director for Musical
Drama Director
Jazz and Pep Band Director
Percussion Instructor
Chamber Singers
M.S. Student Council Advisor
H.S. Science Club Advisor
FHA Advisor
Faculty Manager (1 Season)
7th Grade Assistant Football
8th Grade Assistant Football
9th Grade Cheerleader Advisor (2 seasons)

Group F
Department Chairperson
Senior Class Advisor
Resident Teacher Mentor
AP Instructor
College Credit Plus Instructor
Winter Guard Advisor
H.S. Science Fair Advisor
Varsity Assistant Tennis
Assistant M.S. Track
Key Club Advisor
French Club Advisor
Spanish Club Advisor
M.S. Assistant Wrestling
Assistant Swimming
H.S. Summer School Coordinator

Group G
Junior-Senior Prom
M.S. Trip Advisor
M.S. Science Club
Musical Stage and Prop Manager
Orchestral Director for Musical
National Honors Society
M.S. Yearbook Advisor
M.S. STEM Advisor
H.S. Summer School Instructor
E.S. Invention Convention

Group H
Piano for Musical
Transition Coordinator
Visual Arts Coordinator
Choreographer for Musical
Musical Coordinator
Elementary Coordinator for Musical
New Teacher Mentor
Junior Class Advisor
Academic Awards
Art Club
E.S. Student Council Advisor

Regulations for Extra-Curricular Activities

1. The Board has the right to create and place new supplemental positions during the course of the Agreement. At the termination of said Agreement, positions created during the course of that Agreement will be subject to negotiation of placement.

2. Supplemental contracts shall be for one year only and shall automatically be nonrenewed effective at the end of the contract without any action or notice by the Board.

3. Coaching of any given sport within the District on a lower level than the varsity level shall be counted as experience on the varsity level at the rate of at least 50% of the total years of coaching experience within the District in that sport.

4. Varsity and reserve coaching experience within the District will apply for placement on the freshman and junior scales at 100%.

5. Extracurricular experience may be transferred within the same extracurricular position in the District at 100%.

6. Previous years' experience in a particular position in the District shall be granted for newly added supplemental positions.

7. The Board has the discretion to grant, but is not required to grant, commensurate experience credit for unit members hired from outside the District to supplemental positions.

8. Year-long positions will be paid in twenty-four (24) pays. Seasonal positions will be paid in a separate lump sum check within thirty (30) days of completion of the required duties.

APPENDIX C

GRIEVANCE FORM

Grievance #_____ Date Filed_____

Grievant_____

Building_____ Assignment_____

LEVEL ONE
(Informal with Principal/Evaluating Administrator)

A. Date of Alleged Grievance Occurred_____

B. Date of Informal Conference with Principal/Evaluating Administrator_____

C. Signatures indicating that the Informal Conference occurred:

_____ _____

Grievant Date Principal/ Evaluating Administrator Date

LEVEL TWO
(Submitted to Principal)

A. Date Alleged Grievance Occurred_____

B. Specific section of the contract alleged to be violated_____

_____

C. Statement of Grievance_____

_____

_____

_____

_____

D. Relief Sought_____

_____

_____

_____ _____

Signature of Grievant **Date**

E. Disposition of the Principal_____

_____

_____

_____

_____ _____

Signature of Principal **Date**

LEVEL THREE
(Submitted to Superintendent)

A. Position of Grievant and/or Association_____

_____

_____

_____ _____

Signature of Grievant **Date**

B. Disposition of the Superintendent or Designee_____

_____

_____

_____ _____

Signature of Superintendent or Designee **Date**

LEVEL FOUR
(Submitted to Mediation)

A. Position of Association_____

_____

_____

B. Date submitted to Superintendent for Mediation_____

_____ _____
Signature of Grievant **Date**

_____ _____
Signature of Association **Date**

LEVEL FIVE
(Submitted to Arbitration)

A. Position of Association_____

_____

_____

B. Date submitted to Arbitration_____

_____ _____
Signature of Grievant **Date**

_____ _____
Signature of Association **Date**

APPENDIX D

ACADEMIC SUPPLEMENTAL EVALUATION FORM

(Name of Employee)	(Position)	(Level/School)

****

Performance:	**Satisfactory**	**Needs Improvement**	**Unsatisfactory**
• Develops respect by example in appearance, manners, behavior, language and conduct			
• Provides proper supervision before, during and after activities			
• Maintains student discipline			
• Develops an appropriate schedule			
• Works with administration, staff and others to coordinate events			
• Maintains good rapport with students			
• Is innovative, well versed and knowledge-able in given subject matter			
• Shows interest in other student activities			
Responsibilities:			
• Is cooperative in sharing facilities			
• Maintains self-control and poise during activities			
• Displays enthusiasm			
• Keeps principal informed about unusual events			
• Works cooperatively with other school and community groups			
• Encourages student participation in activity/club			
• Follows school guidelines in administering activity account			
Professional and Personal Relationships:			
• Follows applicable board policies and school rules			
• Works cooperatively with principal and other school employees			
• Cooperates and communicates with parents as needed			
• Fosters school spirit and promotes all student activities			
• Participates in related school events and/or activities			

- Maintains good public relations _____ _____ _____
- Dresses appropriately for activity _____ _____ _____

ACADEMIC SUPPLEMENTAL EVALUATION FORM

General comments:

_____

_____

_____

Strengths:

_____

_____

_____

Goals:

_____

_____

Suggestions and improvement:

_____

_____

Recommendations: (Circle one)

Satisfactory	Recommended for contract rehiring
Needs Improvement	Recommended for contract rehiring; provided an understanding can be reached in areas where improvement is suggested
Unsatisfactory	Not recommended for rehiring of contract

SIGNATURE does not necessarily mean concurrence; rather that the process was carried out.

_____ _____

Date (Evaluator's Signature) (Position)

_____ _____

Date (Advisor's Signature)

HEAD COACH EVALUATION FORM

(NAME OF COACH) (SPORT/ ASSIGNMENT) (LEVEL SCHOOL)

(GENERAL COMMENTS ABOUT SEASON)

	Satis-factory	Needs Improvement
PROFESSIONAL AND PERSONAL RELATIONSHIPS		
-Cooperates with the AD and faculty manager in regard to submitting participant lists, parent permission and physical slips, year-end reports, & program information relative to your sport		
-Develops rapport with the athletic coaching staff		
-Is appropriately dressed at the practices & games		
-Participates in in-service meetings & other activities to improve coaching performance		
-Develops sound public relations-cooperates with newspapers, radio, TV, boosters, spectators		
-Understands and follows rules & regulations set forth by all governing agencies: OHSAA, BOEd & League		
-Participates in Parent Night, banquets, award nights, pep assemblies & letters to colleagues regarding players		
-Maintains suitable sideline conduct at games towards players, officials & other workers		
-Develops rapport with other teachers, coaches & administrators		
-Works cooperatively with M.S. Coaches in developing a coordinated program		
-Promotes all sports in the athletic program attempting to foster school spirit		
-Cooperates & communicates with parents during the entire year		
-Works cooperatively with athletic director		
COACHING PERFORMANCE:		
-Develops respect by example in appearance, manners, behavior, language & conduct during a contest		
-Provides proper supervision & administration of locker and training room and on bus trips		
-Is well-versed and knowledgeable in matters pertaining to the sport		
-Has individual and team discipline and control		
-Develops a well-organized practice schedule which utilizes his/her staff & team to its max. potential		
-Provides for individual as well as group instruction		
-Helps other coaches become better coaches		
-Develops integrity within the coaching staffs and among fellow coaches		

	Satis-factory	Needs Improvement
-Is fair, understanding, tolerant, sympathetic, & patient with team members		
-Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching		
-Is prompt is meeting team for practices and games		
-Shows an interest in athletes in off-season activities and classroom efforts		
-Provides leadership and attitudes that produce positive efforts by participants		
-Knows the medical aspects of the position, including first aid, injury policies, working with team doctor and/or family physician		
-Delegates authority with responsibility while remaining accountable for such delegations		
-Provides an atmosphere of cooperation in being receptive to suggestions & giving credit to those responsible for success		
-Uses all possible ethical means of motivation, emphasizes values of competitive athletics, acceptable personal behavior, decision-making & lasting values to each individual		
-Team performance consistent with quality of athletes available		
RELATED COACHING RESPONSIBILITIES:		
-Is concerned about the care of equipment, including issue, inventory and storage		
-Is cooperative in preparation of non-league scheduling		
-Is cooperative in sharing facilities		
-Shows self-control & poise in areas related to coaching responsibilities		
-Displays enthusiasm		
-Keeps athletic director informed about unusual events		
-Is cooperative in helping service clubs, recreation department and other organizations in their projects which in turn relate to our athletics programs		
-Encourages all potential athletes to participate in the sport provided they aren't involved in another sport at the same time during that particular season		
-Utilizes practice time for both individual and team development		
-Operates sport within the budget as submitted by the coach		

SUMMARY DATE_____ SEASON_____

Number of years coaching in this assignment_____ Number of years coaching in school district_____

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ASSISTANT COACH EVALUATION FORM

SPORT_____ HEAD COACH_____

ASSISTANT COACH_____POSITION_____

NUMBER OF YEARS COACHING IN THIS ASSIGNMENT_____

NUMBER OF YEARS COACHING IN THIS SCHOOL DISTRICT_____

		EXCELLENT	SATISFACTORY	NEEDS IMPROVEMENT
1.	Loyalty to head coach and system	_____	_____	_____
2.	Care of equipment	_____	_____	_____
3.	Knowledge of sport	_____	_____	_____
4.	Teaching ability	_____	_____	_____
5.	Ability to motivate	_____	_____	_____
6.	Rapport between coach and players	_____	_____	_____
7.	Intensity of interest in coaching this sport	_____	_____	_____
8.	Supervision of players in locker room and other areas	_____	_____	_____
9.	Rapport between head coach and rest of coaching staff	_____	_____	_____
10.	General evaluation of this coach by:			
	Head Coach	_____	_____	_____
	Athletic Director	_____	_____	_____

COMMENTS:

_____

_____

_____

The coach's signature indicates only that all phases of the appraisal have been conducted with the full knowledge of the coach.

Assistant Coach's Signature_____Date_____

Head Coach's Signature_____Date_____

Athletic Director's Signature_____Date_____

APPENDIX E

DISCIPLINE REPORT FORM

Name of employee:_____

Type of discipline being imposed:_____

Date of incident(s):_____

Description of event/circumstances:

Expectations for the future:

_____	_____
Administrator or Supervisor	Employee (Indicates receipt of form)
_____	_____
Date	Date

VERBAL WARNING FORM

Teacher Name:_____

Date:_____

Nature of Reprimand:_____

On _____ I gave _____a verbal reprimand.

I also informed _____ that further violations may warrant progressive discipline pursuant to Article V of the Negotiated Agreement.

_____

Administrator Date

_____

Teacher Date

(Signature indicates receipt of form)

PROVISIONS THAT WILL EXPIRE AUTOMATICALLY

The following provisions, which were negotiated in the 2014 negotiations process, will all expire automatically on June 30, 2029. As of July 1, 2029, the sections that contain these provisions will automatically expire, unless the parties specifically agree to retain some or all of these provisions.

Voluntary Transfers

Voluntary transfers will be made on the basis of Section (a) above.

New Positions

When the Board determines to create a new position, it shall fill it using the following process. A new position is defined as a new curricular offering, or a position that will add a full-time employee to the District.

Planning time

Planning time will be scheduled in increments of not less than forty (40) consecutive minutes, to be scheduled during the student day.

Board Policy: AFCA

EVALUATION OF SCHOOL COUNSELORS

Professional school counselors offer students access to high-quality services that support students' academic, career and social/emotional development. The Board evaluates school counselors in accordance with State law and the standards-based statewide counselor evaluation framework adopted by the State Board of Education (SBOE). The framework is aligned with the Ohio Standards for School Counselors.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. The policy becomes operative on July 1, 2017, and prevails over any conflicting provisions of collective bargaining agreements entered into or renewed with an effective date on or after July 1, 2017.

Annually, the Board shall submit to the State Board of Education a report regarding implementation of this policy. The name of, or any personally identifiable information about, any counselor reported in compliance with this provision cannot be required.

Effectiveness Rating

School counselors shall be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. Each school counselor shall be evaluated based on multiple factors including performance on all areas identified by the Ohio Standards for School Counselors and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness according to SBOE requirements. The choice of metrics for student outcomes shall be determined by the administration and will include information from the school or school district's report card when appropriate.

Evaluation Time Line

District administrators shall evaluate school counselors annually except as otherwise appropriate for high performing school counselors. Additionally, District Administrators may elect not to evaluate a school counselor that was on leave for fifty percent or more of the year (as calculated by the Board), or who submitted a notice of retirement that is accepted by the Board by December 1 of that school year. Annual evaluations include two formal observations of at least 30 minutes each and informal observations. Counselors will be provided with a written report of the evaluation.

The Board shall evaluate school counselors receiving effectiveness ratings of Accomplished on the counselors' most recent evaluations carried out under this policy, and whose metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric every three years. In years when an evaluation will not take place, one observation shall be carried out and at least one conference with the counselor shall be held.

The Board shall evaluate school counselors receiving effectiveness ratings of Skilled on the counselors' most recent evaluations carried out under this policy, and whose metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric every two years. In years when an evaluation will not take place, one observation shall be carried out and at least one conference with the counselor shall be held.

Professional Growth and Improvement Plans

School counselors with a final summative rating of Accomplished shall develop a professional growth plan.

School counselors with a final summative rating of Skilled shall develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing shall develop a professional growth plans with their evaluator. Professional growth plans are subject to approval by the Superintendent or their designee before becoming final.

School counselors with a final summative rating of Ineffective must develop an improvement plan with their evaluator. Improvement plans are subject to approval by the Superintendent or their designee before becoming final.

The District has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Retention, Promotion, and Poorly Performing Counselors

Counselor evaluations will serve to inform the Board on employment decisions, i.e. retention, promotion, renewal, and removal/non-renewal.

Professional Development

The Board is committed to providing a professional development to accelerate and continue counselor growth.

[Adoption date: _____, 2017]

LEGAL REFS.: ORC 3319.113; 3319.61; 3302.03; Chapter 4117; OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment; GBL, Personnel Records

GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement