Fri, 09/04/2026 10:43:04 AM SERB

0675-01
26-MED-03-0303
47395

MASTER AGREEMENT

BERNE UNION LOCAL BOARD OF EDUCATION
AND
BERNE UNION EDUCATION ASSOCIATION

JULY 1,
2026 THROUGH JUNE 30, 2029

TABLE OF CONTENTS

BERNE UNION LOCAL SCHOOLS

ARTICLE 1 RECOGNITION 1
ARTICLE 2 BARGAINING UNIT 1
ARTICLE 3 GRIEVANCE PROCEDURE 1
ARTICLE 4 NEGOTIATIONS PROCEDURE FOR A SUCCESSOR AGREEMENT 4
ARTICLE 5 INTERNAL COMPLAINT PROCEDURE 4
ARTICLE 6 PARENTAL COMPLAINT PROCEDURE 5
ARTICLE 7 PROHIBITION AGAINST PUBLIC CRITICISM 5
ARTICLE 8 ASSOCIATION RIGHTS 6
ARTICLE 9 MANAGEMENT RIGHTS 7
ARTICLE 10 OHIO TEACHER EVALUATION SYSTEM 2.0 7
ARTICLE 11 INDIVIDUAL CONTRACTS 19
ARTICLE 12 CLASS SIZE 20
ARTICLE 13 ACADEMIC FREEDOM 21
ARTICLE 14 REDUCTION IN FORCE 21
ARTICLE 15 NOTIFICATION AND POSTING OF VACANCIES 23
ARTICLE 16 PERSONNEL FILES 24
ARTICLE 17 CHRONIC COMMUNICABLE DISEASES 25
ARTICLE 18 TEACHING CONDITIONS 25
ARTICLE 19 MENTOR/FACILITATOR 26
ARTICLE 20 PAY PRACTICES 27
ARTICLE 21 REGULAR SALARIES 29
ARTICLE 22 LEAVES OF ABSENCE 31
ARTICLE 23 SICK LEAVE BANK 36
ARTICLE 24 TUITION REIMBURSEMENT 37
ARTICLE 25 STRS PICK-UP: SALARY REDUCTION METHOD 37
ARTICLE 26 SUPPLEMENTAL SALARY 39
ARTICLE 27 ATTENDANCE INCENTIVE PLAN 39
ARTICLE 28 INSURANCE 40
ARTICLE 29 RETIREMENT PAY 43
ARTICLE 30 DRUG FREE WORKPLACE ACT COMPLIANCE 44
ARTICLE 31 LEGISLATIVE ACTION 44
ARTICLE 32 REHIRING OF RETIRED TEACHERS 45
ARTICLE 33 COLLEGE CREDIT PLUS/ADVANCED PLACEMENT CLASSES 46

ARTICLE 34 ELECTRONIC SURVEILLANCE 47
ARTICLE 35 GENERAL PROVISIONS 48
APPENDIX A..... 49
APPENDIX B..... 50
APPENDIX C 54
APPENDIX D 56
APPENDIX E..... 82

ARTICLE 1
RECOGNITION

The Berne Union Board of Education, hereinafter referred to as the "Board", recognizes the Berne Union Education Association (BUEA), Central Ohio Education Association (COEA), Ohio Education Association (OEA), and National Education Association (NEA), hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of certificated employees of the Board defined in Article 2 of this Agreement.

ARTICLE 2
BARGAINING UNIT

For the purposes of recognition and negotiations, the bargaining unit shall be defined as certificated regular, full-time and part-time employees, including classroom teachers, pre-school teachers, speech pathologists, guidance counselors, librarians, and tutors contracted to work more than five (5) hours per day for at least one hundred twenty (120) days per year and substitutes who work at least one hundred twenty (120) consecutive days. Tutors and substitutes shall be exempt from the evaluation and nonrenewal requirements of this agreement. Bargaining unit members shall hereinafter be referred to as teacher(s) or certificated employee(s).

Excluded from the unit are substitutes and hourly paid tutors who do not qualify for inclusion per paragraph 1, Superintendent, Principals, Assistant Principals, and other supervisory, administrative and confidential certificated employees as defined in ORC 4117.

ARTICLE 3
GRIEVANCE PROCEDURE

A. **GENERAL**

A grievance is an alleged violation, misinterpretation, or misapplication of a provision in this Agreement.

1. A grievant may be a teacher or the Association alleging the grievance.
2. A day shall mean a scheduled work day for teachers.
3. No reprisal or recrimination shall be taken against any teacher for using this grievance procedure.
4. The Association has the right to have a representative present at all hearings provided for in this procedure.
5. A teacher has the right to have an Association representative present at all hearings provided for in this procedure.
6. Time limits stated are maximum and can only be extended by written mutual agreement of the parties.
7. A grievance may be withdrawn at any time without prejudice.
8. The grievant may be present at all hearings provided for in this procedure, except for a grievance filed by the Association.

9. Failure of the grievant to comply with timelines may be cause for the grievance to be dismissed.

10. Failure of an administrator to comply with timelines will be cause for the grievance to advance to the next level of the procedure.

B. **PROCEDURAL STEPS**

1. Initial Filing

Within twenty-one (21) working days of the time the grievant knew or should have known of the event or action giving rise to the grievance, a grievance may be filed on an official grievance form. Said form shall provide for a statement of the grievance, relief sought, and signature of the grievant. See Appendix D for the Grievance Form. A grievance filed by the Association must be signed by the Association President.

If the grievant is an individual, the grievance shall be filed with his/her principal. All other grievances shall be filed with the Superintendent.

2. Principal's Level

If the subject of the grievance is not within the authority of the principal to resolve, he/she shall so note and sign on the grievance form and provide copies to the grievant, Association President, and Superintendent within five (5) days of the filing. Such shall be cause for the grievance to be processed at the Superintendent's level as hereinafter provided.

If the subject of the grievance is within the authority of the principal to resolve, the principal shall arrange a hearing within ten (10) days of the filing of the grievance. The hearing shall be at a time that is mutually agreed to by the principal and the Association President or his/her designee. The purpose of the hearing is to discuss the grievance and attempt to resolve the matter, if possible.

Within fifteen (15) days of the filing, the principal shall attach his/her response to the grievance and provide copies of said response to the Superintendent, Association President, and grievant.

If the grievant is not satisfied with the principal's response, the grievant may request the grievance to be moved to the Superintendent's level within twenty (20) days of the initial filing.

3. Superintendent's Level

Within five (5) days of receipt of the grievance and in no case more than twenty five (25) days after the initial filing of the grievance, the Superintendent shall arrange and conduct a hearing in the same manner and for the same purpose as set forth for the principal's level.

Within five (5) days after the hearing, and in no case more than thirty (30) days after the initial filing of the grievance, the Superintendent shall provide his/her written response to the grievance to the grievant, with a copy to the Association President.

4. Board's Level

If the Superintendent's response does not satisfactorily resolve the grievance, the Association may appeal the grievance to the Board within five (5) working days of the Superintendent's response. The written notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. The Superintendent shall place the matter

on the agenda for the next regular meeting of the Board in executive session. The purpose of the hearing is to present the grievance and attempt to resolve the matter, if possible.

Within ten (10) days of the hearing, the Board shall send its written decision regarding the grievance to the Association President.

5. Mediation

If the grievance is not resolved at the Board level, the Association may request mediation. Such mediation shall be conducted under the auspices of the Federal Mediation and Conciliation Services with a mutually agreed upon mediator.

6. Arbitration

If the mediation does not satisfactorily resolve the grievance, the Association may submit the grievance to arbitration in keeping with the following provisions. Said notice shall be within ten (10) days of receipt of the Board's response.

a. The Association may submit a demand for arbitration to the American Arbitration Association (AAA) to obtain an arbitrator in keeping with its voluntary rules and regulations.

b. The arbitrator shall hold hearings to obtain facts and information necessary to make his/her findings. The arbitrator's authority shall be limited to deciding only one (1) issue per hearing unless otherwise agreed to by both parties. The arbitrator shall be without authority to add to, amend, modify, delete, or abridge any term of this agreement.

c. Appeals of non-renewals

1) Bargaining unit members may appeal the Board's affirmation of its intent to nonrenew to arbitration within thirty (30) days of the issuance of the notice.

2) The arbitrator shall be limited to the determination of procedural errors and to ordering the correction of procedural errors up to the issuance of an additional limited contract of one (1) year.

3) The arbitrator may order the Board to reemploy a bargaining unit member only if he/she determines that:

a) The required evaluation procedures have not been complied with, or:

b) The Board has not given the teacher written notice of nonrenewal on or before May 31.

4) The determination to employ or not reemploy a teacher is solely the Board's determination and not a proper subject of arbitral review.

5) Except for procedural matters, no decision of the Board to not reemploy a teacher shall be invalidated by the arbitrator on any basis, including that the decision was not warranted by any statement regarding the circumstances that led to the Board's intention not to reemploy.

d. The decision of the arbitrator shall be final and binding upon the parties. The costs of the arbitrator and hearing shall be borne equally by the parties.

ARTICLE 4
NEGOTIATIONS PROCEDURE FOR A SUCCESSOR AGREEMENT

A. **SCOPE OF NEGOTIATIONS**

The obligation to bargain collectively means to negotiate at reasonable times and to execute a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not require the Board or the Association to agree to a proposal nor does it require the making of a concession.

B. **ALTERNATE DISPUTE RESOLUTION PROCEDURE**

The following alternate dispute resolution procedure shall supersede and take the place of the dispute resolution procedure contained in Ohio Revised Code Section 4117.14 (C) (2) through (D)(1).

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a Tentative Agreement and submitted to the Association and Board for approval. Following approval by the Association and Board, a contract shall be entered into by both parties. The Association and the Board agree to abide by the terms of the Agreement. The final Agreement, as adopted by the Board and ratified by the Association, will be duplicated and presented to each unit member. The cost of such duplications, including labor and materials, shall be home equally by the Board and the Association.

In the event an agreement is not reached after forty-five (45) days from the first bargaining session, either of the parties shall have the option of requesting the assistance of a federal mediator under the guidelines of the Federal Mediation and Conciliation Service. In the event that the services of a mediator are called upon, the mediation process will last twenty one (21) calendar days from assignment of a mediator and the expiration date of the contract, whichever is less.

Within forty-five (45) days prior to the expiration of the contract, the parties by mutual agreement may agree to another alternate dispute resolution procedure. Any mutually agreed to change shall be sent, in writing, to the State Employment Relations Board.

ARTICLE 5
INTERNAL COMPLAINT PROCEDURE

If a unit member has a complaint or concern regarding a Board policy, administrative procedure or practice, and such is not subject to the grievance procedure in this Agreement, said unit member shall have the right to the following:

A. The matter should be first discussed with the Principal or immediate administrative supervisor.

B. If the concern is not resolved in discussion with the Principal, the concerned unit member may arrange a meeting with the Superintendent in an effort to resolve the matter. The Superintendent may arrange to have the unit member's principal or immediate supervisor at the meeting. If this is the case, the Superintendent shall notify the unit member of such an arrangement at least twenty-four (24) hours in advance of the scheduled meeting.

C. If, after meeting with the Superintendent, the matter is not resolved, the unit member may request a meeting with the Board to discuss the matter.

A unit member may have an Association representative at any meetings provided under this Article.

ARTICLE 6
PARENTAL COMPLAINT PROCEDURE

If a parent or any other member of the public has a complaint or concern regarding a unit member, the complainant shall be directed to use the following procedure:

A. Discuss the concerns with the unit member(s) directly involved.

B. If after contacting the unit member the concern is not resolved, the complainant shall be directed by the unit member to the immediate supervisor.

C. If appropriate, the administrator and unit member shall attempt to resolve the complainant's concern.

D. If a satisfactory solution is not agreed upon, the complainant shall obtain and complete the adopted citizen participation form which will be forwarded to the Superintendent.

E. The Superintendent will consult with all parties involved and schedule a meeting to address the concern.

F. If necessary, the Superintendent will then schedule a meeting with a Board committee to discuss the concern and if necessary, recommend a solution to the Board of Education.

G. If, after meeting with the Board committee, the complainant desires to be placed on the agenda for the regular Board meeting, the complainant must contact the Superintendent or Treasurer. This may be done by calling 746-8341 between 8:00 a.m. and 4:30 p.m. Monday through Friday.

H. Except in situations of serious misconduct that may warrant the unit member's immediate removal from duty, in no case shall such complaint be grounds for action or reprimands or discipline against a unit member without the unit member having prior notice that would allow a minimum of seven (7) calendar days for the unit member to attempt to resolve the concern or provide information on the issue to the administration.

Reprimands and/or disciplinary action shall not be arbitrary or capricious. A unit member may have an Association representative at all meetings provided under this Article. There shall be no retaliation against the complainant or his/her family.

ARTICLE 7
PROHIBITION AGAINST PUBLIC CRITICISM

A. Any criticism of a teacher by members of the Board or administration shall be made in confidence. Any criticism of member(s) of the Board, administration, or other school employees by members of the bargaining unit shall be made in confidence.

B. Teachers shall have the right to have a representative present at any disciplinary conference.

ARTICLE 8
ASSOCIATION RIGHTS

The Association shall be granted the following exclusive teacher organization rights as the bargaining agent for teachers:

A. Use of school bulletin boards in the teacher's lounge or preparation area, school mail and teachers' mailboxes.

B. Use of school buildings in accordance with regulations established by the Board.

C. Making brief announcements up to a maximum of five (5) minutes at the conclusion of any faculty meeting of the school year. The Association may request the administrators to leave during these announcements.

D. The Association President shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement and adopted budget.

E. The Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.

F. The Board shall make payroll deduction of the Association dues and assessments in accordance with Article 20 of this Agreement.

G. Representatives of the Association shall, as a group, be granted a total of five (5) days release time per year to attend the annual OEA convention, meetings, conferences or SERB hearings. The Board agrees to provide substitutes in their absence and continue the salary and benefits for those days. Requests for said leave shall be made on the prescribed form and submitted to the Superintendent at least ten (10) days in advance, except in cases of emergency.

H. The Board shall provide the Association with the names of newly hired teachers and shall send the Association a copy of each notice of recall from layoff.

I. Board minutes shall be sent to the Association president via interschool mail.

J. The Superintendent shall send an advance copy of the agenda for each Board meeting to the Association president including material received by the Board that is intended for public discussion and review deemed appropriate by the Superintendent. Such material shall be sent at the same time said material is sent to the Board.

K. The Association shall have the right to address the Board during public discussion at any regular Board meeting. The Association will be granted a reasonable amount of time as determined by the Board President to address the Board.

L. Inclusion of Board Policy JECB #7: In compliance with State Law, a student is exempt from paying tuition in grades K-12 when his or her parent is a full-time employee of the district. Any such policy shall take effect on the first day of the school year and the effective date of any amendment or repeal may not be prior to the first day of the subsequent school year. The policy shall be uniformly applied to all such children and shall provide for the admission of any such student upon request of the parent(s). No student may be admitted under this policy after the first day of classes of any school year.

ARTICLE 9
MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States.

The Board recognizes and agrees to abide by the express terms of this Contract.

ARTICLE 10
OHIO TEACHER EVALUATION SYSTEM 2.0

I. **SCOPE AND PURPOSE**

DEFINITIONS

A. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

B. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

C. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

D. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement as Appendix D.

E. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

G. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

I. Improvement Plan: A detailed, written plan developed by the evaluator. The teacher must be permitted to provide input. Improvement plans will be utilized when a teacher receives a Final Evaluation Rating of Ineffective or midyear if observations or walkthroughs

identify and document an ineffective area. The approved form for the Improvement Plan is attached to this agreement as Appendix D Form C.

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

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

L. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

M. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix D Form B.

N. Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

O. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix D Form H of this Agreement.

P. Evaluation Report: The evaluation report shall consist of the completed Teacher Performance Evaluation Rubric and the Final Holistic Rating form.

PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

A. Advance the professional learning and practice of teachers individually and collectively in the school District.

B. Inform instruction.

C. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

APPLICATION

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

1. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

B. The District shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

3. Is a substitute teacher.

II. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

A. Committee Composition

1. The committee shall be comprised of up to five (5) Association members appointed by the Association President and up to five (5) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

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

3. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

B. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

2. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

3. All decisions of the committee shall be achieved by consensus.

4. At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.

5. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

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

3. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

4. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

III. EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

A. The unit member shall be evaluated by his/her designated credentialed administrator.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 1, or in the case of a new teacher, within thirty (30) days of the first day employed.

1. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

2. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation through the grievance process outlined in Article 3 shows the evaluator has discriminated against the teacher or made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

C. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

D. Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes the credentialing assessment following his/her removal.

IV. ORIENTATION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

FUNDING FOR ORINTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The financial resources to support the professional development shall be provided for, in priority order:

A. Teachers designated to an improvement plan. The evaluator shall identify training, classes, resources, etc. The teacher will have the opportunity to provide input in the plan.

B. All other teachers not identified above.

C. All requests for professional dollars shall be submitted to the Superintendent, including the cost of the professional development. If the request is denied, the Superintendent shall provide to the teacher, in writing, the reason for the denial within five (5) working days. If the teacher believes the denial is arbitrary, capricious or unreasonable, the employee may file a grievance, pursuant to Article 3 of this Contract.

V. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix D of this contract.

B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. No undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

H. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

OBSERVATIONS

A. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on a full evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes and shall not last longer than forty-five (45) minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than winter break. The second formal observation shall be completed no later than May 1.

2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1.

3. One (1) observation shall occur in a year in which a teacher is not on a full evaluation cycle.

4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.

5. A teacher may request a formal observation at any time in addition to those required by this procedure.

6. All formal observations shall be announced.

B. Observation Conferences

1. A scheduled pre-observation conference shall occur between the evaluator and the teacher prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed. They may use the optional pre-observation lesson plan (Appendix D Form F).

2. A post-observation conference shall be held after each formal observation and observation for a year in which a teacher is not on a full evaluation cycle. The post-observation conference shall take place not more than 10 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

3. On request, the evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

WALKTHROUGHS

A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement;
7. Assessment;
8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

B. The walkthrough shall be at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration.

C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) work days following the walkthrough.

D. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations of the evaluator.

E. At least two (2), but no more than four (4) walkthroughs shall be conducted in each evaluation cycle.

F. Teachers may request a walkthrough at any time.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

1. If a teacher and their evaluator cannot agree upon a vendor assessment, the Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

2. If the teacher and their evaluator agree upon a vendor assessment, they shall provide the recommendation to the Superintendent prior to submission to the Board of Education.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

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

2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

D. No Evaluation Factor shall be impacted solely by student performance on a test or tests.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teachers whose evaluation rating is Ineffective shall have input on a professional improvement plan written by their assigned evaluator, pursuant to the terms of this agreement.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a Union Representative to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. Typically, a teacher in their first year of employment with the District shall not be placed on an improvement plan.

D. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan; and

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

5. Shall utilize the form found in Appendix D Form C of this agreement.

E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.

F. No Improvement Plan or Professional Growth Plan will cover more than two (2) domains nor will have more than two (2) achievable goals per Evaluation Cycle.

G. Plans may be written for the following school year in the spring following a completed evaluation cycle. Plans shall be established by September 30. A teacher may be placed on an Improvement Plan midyear if Observations or Walkthroughs identify and document an ineffective area.

MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

A. The District shall offer to provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher shall hold a valid teaching certificate/license, be a trained mentor and when possible teach in the subject matter similar to the subject matter taught by the mentee.

    a. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

    b. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

    c. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time/Compensation

    a. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

    b. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend of $300.

3. Protections

    a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

    b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

    c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

    d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as

mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one time by the mentor teacher or the teacher on a plan per school year.

f. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

g. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

h. The teacher has the right to refuse working with a district provided mentor.

FINALIZATION OF EVALUATION

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

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

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs, formal observations, and pre/post observation conferences that are conducted for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a ‘PIN’) may be used.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another full evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

7. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another full evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

8. The Superintendent shall annually file a report to the ODE including only the following information:

   a. the number of teachers for whom an evaluation was conducted;

   b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

9. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

DUE PROCESS

1. Teachers who disagree with and provide evidence through the grievance process outlined in Article 3 that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

2. Upon request, a teacher shall be entitled to Association representation at any conference held during this procedure.

3. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

4. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

5. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

6. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within thirty (30) days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article 4 of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period.

PART B

Any Bargaining Unit Member whose job requirements fall outside the OTES framework shall be evaluated using the following evaluation procedure.

A. PERFORMANCE REVIEW

The Performance Review cycle step provides for a systematic assessment of the unit member's professional performance. The evaluator will be the Principal or the Assistant Principal.

The Performance Review cycle will provide for a description of strengths and/or deficiencies and allow ample time for remediation. If the work of the unit member has been observed as deficient, the evaluator must identify the area(s) of weakness and develop a written Plan of Assistance and assist the unit member to improve. The evaluator must communicate such written deficiencies in a conference with the unit member no later than five (5) working days after such deficiencies were observed. Within five (5) working days of the deficiency conference, the unit member will be given a written plan of assistance indicating a reasonable and specified amount of time to show improvement. The unit member will be observed again at the end of the specified time period. The implementation of Plan of Assistance shall not require out-of-pocket expense for the unit member unless otherwise mutually agreed.

The timeline for the Performance Review is as follows:

1. Distribution of the Performance Review instrument -at the building-level beginning of the year staff meeting.

2. Pre-Performance Review Form and Conference - This is a conference between the unit member and evaluator to discuss expectations for the comprehensive evaluation. This will be done by October 15.

3. First observation and conference - The evaluator will be in to observe the unit member followed by a conference within five (5) working days. At the conference a written observation form will be shared with the unit member. This is to be accomplished between the dates of October 16 and November 30. This observation will be scheduled with advance notice to the teacher as agreed to between the unit member and the observer.

4. Second observation and conference - The evaluator will be in to observe the unit member followed by a conference within five (5) working days. At the conference a written observation form will be shared with the unit member. This is to be accomplished between the dates of January 16 and April 1.

5. Either the unit member or the evaluator shall have the right to cause additional observations, upon request, as described in (3) and (4) above with a maximum of five (5) total such observations and conferences.

6. The Evaluation Performance Review form will be completed and shared with the unit member within five (5) days of the last observation conference as described in (4) above, yet no later than April 30. The evaluator will check the appropriate contract recommendation on the cover sheet before turning in the evaluation packet to the Superintendent.

7. All observations and evaluations are the responsibility of the Administration and are to be conducted in an open, fair and uniform manner. Observations are to last from at least twenty-five (25) to a maximum of forty-five (45) consecutive minutes or for a scheduled period.

B. Guidance Counselor Evaluations

1. Each counselor will be evaluated in accordance with the teacher evaluation procedures in Article 10 Evaluation and guaranteed the rights contained therein.

2. Each school counselor will be evaluated based on multiple factors including performance on all areas identified by the standard for school counselors and the ability to produce positive student outcomes using metrics, which will determine the holistic final summative rating of effectiveness according to ODE requirements.

C. FORMS

All forms referred to herein are in Appendix D.

ARTICLE 11
INDIVIDUAL CONTRACTS

A. CONTRACT STATUS: LIMITED

The contractual procedures for the employment and reemployment of limited contract status shall be as follows:

1. All teachers new to the district shall be initially granted a one (1) year limited contract and, if renewed, another one (1) year limited contract.

2. All teachers who have successfully completed two (2) years (two one [1] year limited contracts) of teaching in the district shall, upon the recommendation of the Superintendent, be considered for reemployment under the following contract options:

   a. A one (1) year limited contract;
   b. A three (3) year limited contract.

   Upon successful completion of the third one (1) year contract under option a. above, the teacher shall be granted a three (3) year limited contract unless he/she elects to receive a one (1) year limited contract.

3. All teachers who have successfully completed a three (3) year limited contract and who have been recommended by the Superintendent, if reemployed by the Board, shall be granted a three (3) year limited contract unless he/she elects to receive a one (1) year limited contract. The five (5) year limited contract is grandfathered.

   Upon successful completion of the third one (1) year contract requested by the teacher under this paragraph (3), the teacher shall be granted a three (3) year limited contract.

4. Teachers currently issued five (5) year limited contracts, recommended for additional limited contract, shall be issued a five (5) year limited contract.

B. Continuing contracts shall be issued in keeping with the provisions of the Ohio Revised Code.

C. **NONRENEWAL OF LIMITED CONTRACTS**

1. Where specifically stated, the procedures contained within this master contract form the entire agreement between the parties regarding the renewal/nonrenewal of bargaining unit members on limited contracts. It is the intent of the parties that these provisions supersede any and all conflicting sections of the Ohio Revised Code.

2. Written notice of resignations given to the local Superintendent prior to July 10 will automatically be effective without the approval of the Board. Written resignations received after July 10 must be approved by the local Superintendent and acted upon by the Board before it becomes effective

ARTICLE 12
CLASS SIZE

A. A Bargaining Unit Member receives one hundred sixty dollars ($160.00) per student if a class exceeds the following limits:

Grades 5-12 - 160 students per day

Grades K-4 - 25 students per day

1. Should the average daily membership ("ADM") of a bargaining unit member exceed twenty-five (25) pupils per day in the elementary grades K-4, one hundred sixty (160) pupils per day in grades 5-12 for a school year, the bargaining unit member shall receive a onetime bonus of one hundred sixty dollars ($160.00) per pupil over the limits above.

   a. Class sizes are based on average daily enrollment calculations and shall be determined from year-end attendance forms.

2. **Elementary school (grades 1-4)** Pupils who are assigned to the bargaining unit member for less than fifty percent (50%) of each day shall not be included in average daily enrollment calculations.

3. Activity classes such as art, music, physical education, keyboarding and other similar courses shall be exempt from the provisions of this article.

4. Compensation for teachers in grades 1-8 with Board employed certified/licensed Intervention Specialist will be calculated based upon unaided instructional time for students over the specified limits. Whenever a certified/licensed Intervention Specialist is available to work in a class, compensation under this article will not be due. When a certified/license Intervention Specialist is assigned to work with a particular student in the class (Grades 1-4), that student will not be counted for purposes of this article.

5. Intervention specialists would be compensated for the number of students over state guidelines

ARTICLE 13
ACADEMIC FREEDOM

It is recognized that a teacher in the Berne Union Local School District has the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage a broad and complete understanding by students of the educational subject matter. Such rights shall be exercised within the bounds of professional responsibility and Board adopted policy and curriculum. Student grades are to be determined by the teacher of record. Any change of a student's grade by the Administration shall be appealable utilizing the Grievance Procedure up through the Board's level.

ARTICLE 14
REDUCTION IN FORCE

When the Board determines that it is necessary to reduce the number of teacher positions, reduction may be made by suspension of contract. A RIF may occur for the following reasons: (a) decrease in pupil enrollment, (b) suspension of school or territorial changes, (c) return to duty of a teacher from a leave of absence, (d) when financial conditions will not support state mandated programs or expenditures.

A. **PROCEDURES FOR REDUCTION**

A. If the Board effects a reduction in force, staff reduction shall be by suspension of teachers' contracts. Such contract suspension shall comply with Section 3319.17, Ohio Revised Code. For purposes of suspension of contracts, continuing contracts shall be given preference over limited contracts in all cases.

B. The Association will be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to what teacher(s) shall be suspended.

C. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.

D. Non-tenured teachers holding temporary certification will be the first suspended.

E. Fully certificated teachers who hold limited contracts will be the next suspended.

F. Unit members to be RIF'd are those with the least District seniority in the certificate and job assignment affected, except as restricted by the evaluation rating outlined below.

G. The unit member so identified shall then replace the lowest senior person on the seniority list in that area of certification for which the unit member is qualified, provided the evaluation requirements outlined below are met.

H. In case the unit member so identified has more than one area of certification, the unit member may replace the lowest senior person in another area of his/her certification, provided the evaluation requirements outlined below are met.

I. Reductions shall be made by the Superintendent in those areas of certification/licensure commended for reduction shall be as follows:

a. Those limited contract teachers with an evaluation rating of "ineffective" shall be suspended first.

b. Teachers with a limited contract and an evaluation rating of "developing" and who have an improvement plan shall be suspended next.

c. Teachers with a limited contract and an evaluation rating of "developing" without an improvement plan shall be suspended next.

d. Teachers with a limited contract and an evaluation rating of "skilled" with an improvement plan or "developing" without an improvement plan shall be considered "comparable" for the purposes of RIF, such that those teachers with these evaluation ratings and having the least seniority will be the next to be suspended.

e. For the school years 2014-15, 2015-16, and 2016-17, evaluation ratings for the purposes of RIF and recall shall only include the principal' s evaluation rating and shall not include the student growth calculations (including value-added data).

J. If additional reductions are necessary, it shall be done through seniority as herein defined.

K. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force and who meets evaluation requirements as defined above, shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of the layoff. A member displaced according to this section has the same displacement rights vis-a-vis any less senior member.

B. SENIORITY

A. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:

a. Total years of continuous service with the school district.

b. Total years of teaching experience in Ohio.

c. Amount of training in subject area of field. Amount of training shall mean number of college credit hours beyond the Bachelor's Degree.

B. Continuous employment shall include all time on sick leave, all time on Boardapproved paid leave, and all time during suspension of contract due to reduction in force. An unpaid leave of absence shall not constitute a break in continuous service; however, time on such leave shall not count as service time for seniority.

C. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to nonrenewal or termination of contract.

C. RECALL RIGHTS

Teachers whose contracts have been suspended in accordance with this Article because of reduction in force, shall have rights to recall as follows:.

A. All rights provided in this provision for teachers on recall status shall be limited to thirty-six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the employee being laid off. However, a teacher suspended with an evaluation rating of "ineffective" shall not be placed on the RIF list and shall not be recalled.

B. Teachers whose contracts were suspended pursuant to this Article shall be recalled in reverse order of layoff to positions for which they hold a proper certificate however, a bargaining unit member on recall shall not have the right to bump or otherwise replace a bargaining unit member based upon a certificate/license obtained after the effective date of his/her layoff.

C. Teachers on recall status shall have the Superintendent informed of their current address, name change and telephone number. Notification on recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days from the date on which such notice is postmarked shall remove the teacher from recall status.

D. **NOTICE OF CONTRACT SUSPENSION**

When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he/she shall give notice of such intent to the Association President fifteen (15) calendar days prior to Board action. A seniority list shall be prepared and kept updated ranking all tenured teachers in the District by seniority, giving areas of certification and present teaching and building assignment, followed by all nontenured teachers in the District in a like manner. The Association President shall be supplied a copy of this list and each update upon request.

E. **MISCELLANEOUS**

A teacher on layoff due to a reduction in staff shall be eligible to participate in group insurance programs provided to teachers for a period of eighteen (18) months following his or her last actual work day, by the teacher making payment of the total monthly premium for such coverage. Such payments must be submitted as per schedule set by the Treasurer.

ARTICLE 15
NOTIFICATION AND POSTING OF VACANCIES

A. For any bargaining unit positions that are to be filled, an announcement of that position shall be posted by e-mail to all employees and posted on the district website as soon as possible after the Board's decision to fill the position. Said position shall not be filled until the notice has been posted for at least five (5) working days. All teachers who have notified the Superintendent per Section B. below shall be notified.

The Board reserves the right to fill or not fill any vacant position. When the Board decides to fill a vacancy, it shall have the sole right to determine the best qualified individual. Factors to be considered in filing positions shall include, but are not limited to the following:

1. Certification;
2. Individual qualifications as determined by the Superintendent;
3. Building staffing needs;
4. Seniority.

B. A unit member desiring a transfer to another position, whether or not a vacancy exists, should submit a written request to the Superintendent and to the Principal by March 31. Such written requests shall be reviewed annually and kept on file for one (1) year. Except as limited by this article, the right of assignment of all personnel shall rest with the Superintendent.

C. When a qualified bargaining unit member applies for a vacancy, they shall be offered an audience with administration before any outside candidates are vetted for the opening.

D. When a qualified bargaining unit member applies for a vacancy and is not selected, the Employer shall communicate the denial to the employee within five (5) working days of the decision.

ARTICLE 16
PERSONNEL FILES

A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the Central Administration Office and should be locked when not in use.

B. If the Board receives a request to view a teacher's personnel file, the Board shall attempt to contact the teacher about the request and shall attempt to secure the name, address and phone number of the person making the request and of his/her attorney. The teacher shall be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Board shall not be precluded from following applicable law regarding the release of "public information."

C. Any change in employee-related status shall be made part of this record. (Change of residence, marital status, degrees, hours of credit, etc.) Each teacher may submit letter(s) of merit which may be placed in his/her personnel file.

D. The teacher concerned will receive a copy of all material before it is placed in his/her file.

E. All materials or correspondence placed in the file must be signed by the teacher. This indicates only that the teacher has seen the material and does not indicate agreement or disagreement with the content. In the event the teacher refuses to initial the materials, the administrator shall note the refusal on the document and place the item in the file. Such material shall be part of the official file.

F. The teacher may write a statement on the material to be filed and in all cases shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file."

G. Each teacher may request, in writing, to review the contents of his/her personnel file. Viewings shall be arranged at a time mutually agreeable to the teacher and the Superintendent/designee. The review shall be made in the presence of the Superintendent/designee. The teacher shall have the right to be accompanied by a representative when reviewing his/her file.

If and when a teacher and the Superintendent or his/her designee agree that certain material in the teacher's official file is irrelevant, inappropriate or false, or if the validity of a complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.

H. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.

I. A unit member may ask for a meeting with the Superintendent to discuss removal of any written record of disciplinary action which has been included in the unit member's personnel file for two years or more. Upon mutual agreement, the document(s) will be removed. Any documents related to or arising out of any incident involving inappropriate conduct with a student or any act of harassment or discrimination or any other conduct that may give rise to legal liability for the school district will be placed in an ancillary file.

ARTICLE 17
CHRONIC COMMUNICABLE DISEASES

No unit member shall be deprived of any legal right or rights under this contract as a result of a chronic communicable disease.

ARTICLE 18
TEACHING CONDITIONS

Unit members employed under regular contract to perform regular duties shall be governed by the following work conditions:

A. **REGULAR SCHOOL YEAR**

The regular school year shall consist of one hundred eighty-four (184) days. The regular consecutive duty work day shall not exceed seven (7) hours and fifteen (15) minutes inclusive of the lunch period. Travel time during the school day shall not be considered lunch or conference time. Except in emergencies, the work day may only be extended twice per month by the administration to conduct faculty meetings up to a maximum of one (1) hour each. Attendance at faculty meetings is mandatory provided twenty-four (24) hours' notice is given to the bargaining unit members. Faculty meetings within the work day shall be limited to one (1) per week and shall not deprive bargaining unit members of their two hundred (200) minutes of planning/preparation time. Shared teachers (e.g., Art, Music, Physical Education, etc.) will be assigned to a building administrator who will be responsible for resolving conflicts in scheduling of shared teachers' attendance at mandatory faculty meetings.

B. Intermediate, middle and senior high unit members employed for a full day shall be assigned one (1) period for non-pupil contact, which shall be devoted to conferences, professional study, lesson preparation, or other such purposes necessary for carrying out the duties of the position. Such time shall be included with the two hundred (200) minutes per week per state minimum standards.

C. Elementary unit members shall be granted release time from teaching duties during the time special unit members, such as physical education and vocal music, are holding the respective classes. Released time shall be devoted to the conferences, professional study, lesson preparation, or other such purposes necessary for carrying out the duties of the position. Such time shall be included within the two hundred (200) minutes per week per state minimum standards.

D. Teachers may request keys to their teaching station and shall be allowed to check out keys to the lounge, work areas, interior hallway gates, and outside doors.

E. The Association shall have the right to make recommendations for the school calendar prior to January 15 of each school year.

F. All unit members shall have at least a thirty (30) minute, duty free lunch period and a minimum of two hundred (200) minutes per week for planning and preparation as per state minimum standards.

G. Where possible, unit members shall be provided release time for curriculum committees, student diagnostic conferences, the grading of locally developed or standardized tests, and the analysis of student assessments. Release time shall be provided once each grading period by utilizing a two hour late arrival for students.

H. Unit members shall not be required to complete reports related to a suspected handicapped child that extends the work day beyond seven (7) hours and fifteen (15) minutes.

I. Unit members shall not be required to use their planning period or scheduled planning time for substituting for a unit member who is absent.

J. Calamity Days - unit members will not be required to report to school and they will be paid their regular per diem rate for days school is canceled due to calamity conditions. Unit members will not be paid additionally for made up days required by law.

K. Intervention Specialists shall be given release time for the completion of alternative assessments.

L. Parent-Teacher Conferences

The Association recognizes the importance of communication with parents. The Association also recognizes that members are in frequent contact with parents through a variety of electronic platforms on an on-going basis.

Teachers shall not be required to meet with parents outside the teacher duty day.

Teachers will not be required to hold conferences with all parents, however, parents of academically fragile students, as identified by the teacher, at all grade levels shall be encouraged to meet with the teacher during scheduled conference days.

If a parent of an academically fragile student declines an invitation to meet during parent teacher conferences at a scheduled time, teachers are encouraged to communicate concerns through email, phone conversation, or written correspondence.

ARTICLE 19
MENTOR/FACILITATOR

A. The district shall provide new teachers with a trained mentor/facilitator who is not the credentialed evaluator. The mentor/facilitator shall be provided release time to allow for consultations and/or observations with the resident educator.

B. Role of the Mentor/Facilitator

1. The mentor/facilitator shall have a minimum of five (5) consecutive years of teaching experience in the district.

    a. The mentor/facilitator shall not have a formal evaluation role. The mentor/facilitator's role is to support the growth of the educator through formative tools and practices.

    b. The mentor/facilitator must be trained to practice as a mentor/facilitator through the Ohio Department of Education Instructional Mentoring Program.

    c. The mentor/facilitator shall hold a valid teaching certificate/license and shall be assigned to resident educators with the same area of certification/license, or in the same grade band, if possible.

    d. The mentor/facilitator shall have extensive knowledge of a variety of classroom management and instructional techniques.

    e. The mentor/facilitator shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time/Compensation

a. Each mentor/facilitator shall be granted release time for direct mentoring and facilitating activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

b. A mentor will be defined as any teacher working with a resident educator in years one through three. A facilitator is any teacher working with a resident educator in year four. In addition to the mutually agreed upon released time, each mentor shall receive a stipend of $600 dollars for each resident educator assigned. Each facilitator shall receive a stipend of $300 for each resident educator assigned. All stipends are to be paid in the first pay in June of that school year.

c. The district will pay all training fees required for mentors/facilitators to be trained through the Ohio Department of Education Instructional Mentoring Program.

3. Protections

a. Other than a notation to the effect that a teacher provided additional service as a mentor/facilitator, the teacher's activities as a mentor/facilitator shall not be part of that staff member's evaluation.

b. A mentor/facilitator shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. No mentor/facilitator shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

d. All interaction, written or oral, between the mentor/facilitator and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor/facilitator shall constitute grounds for immediate removal from the role as mentor/facilitator.

e. At any time, the mentor/facilitator or the resident educator may exercise the option to have a new mentor/facilitator assigned to the resident educator. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor/facilitator or the RE. This option may be exercised one (1) time by the mentor/facilitator or the RE.

f. No data collected through the resident educator/mentor program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

g. Should no bargaining unit member submit interest for the position of mentor/facilitator, the superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor/facilitator. Each involuntary assignment by the superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

ARTICLE 20
PAY PRACTICES

A. Regular teachers' salaries shall be paid in twenty-six (26) consecutive installments on alternate Fridays. Beginning with the first payday in January 2004, all payroll checks shall be directly deposited to the financial institution selected by the teacher.

B. The Board shall provide payroll deductions as required by federal, state and local laws pertaining to income tax withholding. The Treasurer shall make deductions upon individual written authorization for credit union, tax sheltered annuities, United Appeal, Fund for Children and Public Education, Ohio Tuition Trust, and group insurance premiums. No teacher deduction shall be made for any insurance program or dues determined by the Association to be associated with a competing organization in the representation of teachers. Companies offering tax sheltered annuities, whose payment are payroll deducted, must participate in the Plan with Ease Program, a third party administrator.

C. The Treasurer shall make payroll deductions for Association dues in accordance with this section.

1. The Association will provide the Treasurer signed, payroll deduction, authorization forms, including the annual amount of Association dues and/or assessments to be made on or before February 1 annually.

   Such authorization will continue annually, thereafter, unless a member revokes such authorization, using an Association provided form, during a 30-day withdrawal period ending August 31.

2. Dues deductions shall be made in equal amounts from each pay, beginning with the first pay in October through the last pay in June.

   a. If a payroll authorization form is rescinded after the first pay in October, deductions shall be made in equal amounts in each remaining pay through the last pay in June.

   b. No authorization forms will be honored for the remainder of the year, submitted after February 1, except in the case of newly-hired unit members.

3. Association Membership/Cancellation

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

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

   c. When a teacher resigns, takes an approved unpaid leave of absence, or otherwise is separated from active Board employment, the balance of the Association dues to be deducted for that year shall be withheld from the last teacher paycheck if funds are available in that check.

4. Indemnification of employer

   a. The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

b. The board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a nonmember for which defense and indemnification may be claimed;

c. The Association shall reserve the right to designate counsel to represent and defend the employer;

d. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

e. The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

D. When a teacher is absent without using approved paid leave, the teacher's salary shall be docked on a per diem basis. A teacher that has been advanced paid sick leave and who separates from the employment of the Board before earning those sick leave days shall have the value of those days deducted, on a per diem basis, from the last paycheck of the year, to the extent there are earnings in that paycheck.

E. Credit Union and Tax Sheltered Annuities will be deducted equally, the first and second pay periods of each month, as authorized. Authorization for annuities is contingent upon the annuity providing company to sign an agreement with the Board ensuring proper and accurate calculation of allowable deductions and annuities and to indemnify and hold the Board harmless.

F. Supplemental pay will be paid according to provisions in Article 26.

G. Any other elected and authorized deduction will be made in equal amounts from the first two (2) pay periods of each month.

H. The first paycheck stub of each month will include accumulated and unused sick leave through the previous month.

I. A Section 125 Plan to allow payment of insurance premiums with pre-tax dollars shall be implemented. Effective with the first paycheck in February 2009, the Section 125 Plan will also provide for a Health Flexible Spending Account.

J. Any payment, fee waiver, or other benefit given to the school district by a college or university in return for allowing students from the educational institution to student teach or do field experience shall be paid to the mentoring teacher in the form of a supplemental payment, a fee waiver, or other benefit, in recognition of the additional duties the mentor performs.

ARTICLE 21
REGULAR SALARIES

A. REGULAR TEACHERS

1. Teachers shall be paid on the indexed regular salary Schedule (Appendix A) in keeping with the provisions of this Article. The base salary, BA Column, 0 years' experience, will be $The base salary , BA Column, 0 years’ experience, will be $45,684 effective July 1,

2026. The base salary for 2027-28 and 2028-29 will be negotiated with a wage re-opener for each year, in accordance with Article 4..

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

   a. One (1) year's service credit, not to exceed five (5) years for each twelve (12) months of active military service by the teacher since he/she first obtained a teaching certificate or license from the Ohio Department of Education.

   b. One (1) year's service credit for each school year in which the teacher was employed full-time by a public school district, or a nonpublic district chartered by the State of Ohio. "Full-time" employment means actually working at least one hundred twenty (120) days during a school year for the full regular work day.

3. A teacher shall 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.

4. Movement from one (1) salary column to another can be achieved through earning semester hours or LPDC approved CEUs at a rate of three (3) CUEs equal one (1) semester hour. CEUs must be earned after September 1, 2017, and while employed with Berne Union Local Schools.

   a. In order for placement on the five (5) year column, a teacher must have one hundred fifty (150) semester hours or equivalent LPDC approved CEUs inclusive of an earned Bachelor's Degree from an accredited teacher education college or university recognized by the Ohio Department of Education.

   b. In order for placement on the Master plus columns, a teacher must have earned the semester hours or equivalent LPDC approved CEUs after receipt of a Master's degree from an accredited teacher education college or university recognized by the Ohio Department of Education.

5. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

B. **ADDITIONAL HOURS**

1. Consideration for new contract status for pay purposes, shall follow this procedure: Each teacher who has completed training which would qualify him/her for a higher salary bracket shall submit a transcript to verify this fact by October 15 (effective the first work day of the school year) and March 15 (effective January 1) of any school year.

2. A bargaining unit member who submits satisfactory evidence of completed training after October 15 but prior to March 15 shall have his/her salary calculated on the appropriate higher salary level effective January 1 or on the date the course was completed if the training was completed between January 2 and 31.

C. **TUTORS**

1. The pay rate for Tutors shall be forty dollars ($40.00) per hour. This rate applies to tutoring, extended instructional time, and home instruction.

D. **TRAVEL EXPENSES**

Mileage reimbursement for all Board-authorized travel shall be paid at the I.R.S. approved rate.

ARTICLE 22
LEAVES OF ABSENCE

A. **SICK LEAVE**

1. There shall be fifteen (15) days of sick leave per school year for each full-time employee of a Board of Education. Teachers who render part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted fulltime employees. A teacher employed as a substitute with an assignment to one specific teaching position shall, after sixty (60) days of service, be granted sick leave. The basis for determining this number of days of sick leave shall be one and one-fourth (1¼) days per month for twelve (12) months. The sick leave shall be cumulative to a maximum of three hundred and twenty five (325) days.

2. At the beginning of each year a full-time teacher with a cumulative total of less than five (5) days sick leave will be advanced the number of days necessary to bring their beginning total to five (5) days. If the sum of a teacher's cumulated days of sick leave at any time is below accumulation, only a sufficient number of days shall be recorded to his/her credit to bring the total of the cumulated days of sick leave up to a maximum at the end of the school year. No unused portion of the annual fifteen (15) days sick leave allowance per year shall be carried from one year to the next in excess of the maximum.

3. If a person is employed during the school year he/she shall be credited with days of sick leave in proportion to the fractional part of his/her term which remains, at the rate of one and one-fourth (1¼) days per month each month of the year.

4. Proof of illness or of absence for other reasons must be established with the local Superintendent.

5. Teachers may be required to provide the Board with a doctor's certificate in order to return to work following illnesses of three (3) or more days.

6. Teachers absent more than five (5) consecutive days, may be required to furnish a satisfactory written signed statement listing the name and address of the attending physician and the dates when he/she was consulted to justify the use of sick leave. This is to be interpreted to also include absence as a result of personal illness or injury in the immediate family. The signing and filing of such absence report by a teacher shall be a certification by him/her that the facts and statements contained in said report are true and correct. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for suspension or termination under Section 3319.081 and 3319.16 of the Revised Code.

7. A teacher may use a part or all of the cumulated leave to the maximum accumulated. After any period of acceptable absence, as described in this sick leave article, the leave can again be built up to the maximum. Teachers, upon approval of the responsible administrative officer of the district, may use sick leave for absence due to personal illness, disability resulting from pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family. Immediate family shall be interpreted to include parents, brother, sister, children, grandchildren, grandparents, spouse, father-in-law, mother-in-law, sister-in-law, brother-in-law, step relatives, or anyone living in the same household.

8. A teacher planning to request a leave of absence and/or use of sick leave because of disability resulting from pregnancy shall make her request in writing, accompanied with a statement from her doctor indicating the expected delivery date. This request should be made at least ninety (90) days prior to her expected delivery date. For the purpose of this provision, disability resulting from pregnancy is the period during which the teacher is not physically and/or emotionally capable of performing all the duties and functions of her position. This beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor. Verification of continuing disability after delivery may be required by the Superintendent, upon written notice to the teacher.

9. A teacher who transfers from a public agency to a school district shall be credited with the unused balance of his/her accumulation permitted in the school district to which the teacher transfers provided that such reemployment takes place within ten (10) years of the date of the last termination from public service.

10. Teachers coming into the school system from other Ohio systems can transfer their sick leave from previous place of employment by securing a statement from the Treasurer of the Board where employed. The burden of proof of previously accumulated sick leave is on the teacher.

11. Any teacher who uses all his/her accumulated sick leave may substitute unused personal leave.

B. **BEREAVEMENT LEAVE**

1. A teacher shall be entitled to a collective annual total of three (3) days for death in the immediate family as described in (A) (7) of this article.

2. This leave shall not be cumulative from one contract year to the next.

3. Any days beyond the three (3) permitted in this section shall be chargeable against appropriate other leave (first against sick leave if available; secondarily to personal leave).

C. **PERSONAL LEAVE**

1. All full-time teachers shall be entitled to four (4) full days of paid personal leave each year.

2. Personal leave shall not be used during the first and last fifteen (15) days of the school year nor on the day before or the day following a holiday or recess unless reasons are given and the leave is approved by the Superintendent. For purposes of this section, Martin Luther King Jr. Day and Presidents' Day shall not be treated as holidays. The Superintendent has final authority in approval of personal days during these restricted periods.

3. No more than three (3) of the bargaining unit members will be granted personal leave on any one (1) day except in case of emergencies. Request for use of personal leave should be submitted to the local Superintendent as far in advance as possible, and must be submitted at least seventy-two (72) hours in advance on the District's online attendance management system. In the case of emergencies, the request must be made by telephone. The Superintendent has final authority in approval of personal leave days when more than three unit members request personal leave on any one day, based on time of submission.

4. Personal leave may be taken in increments of one-half (½) day.

5. Unused personal days shall be converted to sick leave at the end of the fiscal year, June 30.

6. One unused personal leave day will be carried over into the following contract year, allowing up to a maximum of five (5) total days per member at any one time. Members who do not want to carry over any personal days must provide written notice to the Treasurer no later than June 15.

D. **PROFESSIONAL LEAVE**

1. The Board recognizes the value of teachers attending professional meetings and encourages attendance within the limits of practicability. The salary of substitute teachers during attendance of such meetings is paid by the Board and the expenses of attending will be paid as approved by the Board.

   The Board authorizes the attendance and reimbursement of expenses to professional meetings for teachers approved by the Principal and the Superintendent when the meetings do not exceed one (1) day in duration and the total cost of all meetings approved during the year does not exceed a total of four thousand dollars ($4,000). Teacher meetings of more than one (1) day duration must have Board approval prior to attendance.

2. Expenses for approved professional meetings will be limited to one hundred fifty dollars ($150.00) per day for room and fifty dollars ($50.00) per day for meals. Meals will not be paid when the meeting is for one (1) day only. Lodging will be paid only if the meeting is of two (2) or more days duration and attendance is more than sixty (60) miles from Berne Union or the teacher's residence, whichever is nearer. Exceptions for lodging may be approved by the Board if students are attending the meeting and will be expected to remain overnight. Other exceptions may be approved by a majority vote of the Board. Original receipts must be presented for reimbursement of expenses incurred. The amounts reimbursed under this section and the workshop-expense amounts described in Article 24, Section E are combined and may not exceed the total reimbursement cap established in Article 24, Section E.

3. If the information obtained at the meeting is pertinent to others as determined by the principal and teacher, the teacher will share it with other staff. Sharing may be done by large or small group presentation at mutually convenient times for presenters and presentees and/or written, audio and video tape presentation.

E. **COURT LEAVE**

1. A teacher absent from school due to jury duty, either reporting or serving, shall be compensated as usual, but upon completion of the jury duty, shall certify to the Treasurer, on a form provided by the Board, the amount received for such reporting and/or service, and said amount shall be deducted from the next pay. This does not include any monies received from the court for expenses.

2. In all cases where teachers are subpoenaed or summoned to appear for Grand Jury hearing or to appear in any court in cases in which they are not parties, they shall be paid full pay in keeping with provisions of Paragraph 1 above.

3. If a teacher is requested or directed by the Board or an administrator, in writing, to appear in court on behalf of the Board on a day when the teacher would be working for the Board, the Board shall pay the teacher.

F. **MATERNITY LEAVE**

A pregnant bargaining unit member may use accumulated sick leave for up to six (6) weeks prior to and six (6) weeks after the birth of the child.

G. **ADOPTION LEAVE**

A bargaining unit member may use up to six (6) weeks of accumulated sick leave in connection with the adoption of a child. This leave shall not be available for the adoption of a child that has previously resided with the parent(s) as a foster child or the child of one of the parents.

H. **UNPAID LEAVE**

Unpaid leaves of absence for up to two (2) consecutive school years are governed by the provisions of this Article. The Board may grant such leave for personal illness or other disability; professional study and travel; childbirth; infant child care, including adoption of a child; service in elected public or Association office; or for other reasons as approved by the Board.

1. Parental Leave

   a. Applications for parental leave shall state in writing the expected date of birth or receipt of custody, the date requested leave is to begin, the date the unit member hopes to return to service and the name of the attending physician or adoption official. If possible, applications should be made at least thirty (30) days in advance of the requested beginning date of the leave or requested extension except in case of an emergency.

   b. Sick leave shall not accrue during parental leave. Unit members on parental leave shall be eligible to continue Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.

   c. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

2. Other Medical Leaves

   To the extent that a teacher does not have sufficient accumulated sick leave, he or she shall be granted an unpaid leave of absence where illness or other physical or mental disability is the reason for the request. A request for such leave must be in writing and supported by a doctor's statement as to the disability and the likely duration of the disability or the need for continued absence on account of disability. A teacher returning from an unpaid disability leave shall be assigned to a position for which he or she is certificated.

3. Other Unpaid Leaves

   Upon written request of a teacher, the Board may grant unpaid leaves of absence for other reasons.

4. General

   a. Requests for unpaid leave shall be on a Board-provided form.

   b. Such request should be submitted, when possible, at least thirty (30) days before the end of the semester preceding the semester said leave is requested.

   c. The requested time of the leave should, when possible, correspond to the starting and ending dates of semesters.

   d. A teacher shall not accrue sick leave while on unpaid leave.

e. A teacher on unpaid leave shall not be entitled to benefits or compensation provided to regular members of the bargaining unit except as specifically provided herein.

f. A teacher may continue to participate in group insurance by paying the total monthly premiums to the Treasurer while on unpaid leave. Such payment shall be made as per a schedule set by the Treasurer.

g. A teacher shall not accrue service time for salary placement purposes while on unpaid leave, nor shall he/she be given seniority credit for the period of an unpaid leave.

h. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher is able to perform regular duties.

i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately) and impose appropriate discipline.

I. ASSAULT LEAVE

1. The Board will grant assault leave to employees due to physical disability resulting from assault under the following conditions:

   a. Any teacher who must be absent due to physical disability resulting from an assault while teaching or in school-related activities on or off school premises, before, during or after school hours, will be paid full scheduled compensation for the period of such absence up to one (1) full school year.

   b. Assault shall be defined as intentional physical touching.

   c. Before assault leave will be granted, the teacher shall have furnished to the Superintendent, a written, and if possible, a signed statement describing the circumstances and events surrounding the assault. A teacher on assault leave must cooperate with the Board in a prosecution or civil suit filed as a result of the incident which led to the use of such leave. Such cooperation may include the Board requiring the teacher to file a criminal complaint.

   d. The statement of the assault shall include:

      1) Time and location of the incident.

      2) Names and addresses, if known, of witnesses, if any.

      3) Description of injuries sustained.

   e. If the teacher obtains personal medical attention, a doctor's statement shall be provided to the Superintendent as to the nature of the disability and the likely duration such disability will require the teacher's absence.

   f. The Board may require the teacher to be examined by a Board appointed doctor, at Board expense, to determine the extent of disability, duration of same, or continuation of the disability.

   g. If the teacher's personal doctor and the Board appointed doctor disagree on the disability, duration of disability, or continuation of disability, the Board will obtain

and pay for another doctor to examine the teacher. The decision of the third doctor will be final as the issues in dispute at that time concerning the nature of the disability, expected duration of the disability, or continuation of the disability.

h. The Superintendent may require a teacher returning to active employment status after personal illness or disability to provide a doctor's statement that the teacher is able to perform regular duties.

i. If a teacher uses an unpaid leave of absence for purposes other than those for which the leave was granted, the Board may revoke the leave (effective immediately) and impose appropriate discipline.

2. A teacher on assault leave shall not have such time off charged to sick leave.

J. **MISCELLANEOUS LEAVE**

1. In keeping with Section 3313.202 of the Ohio Revised Code, the Board shall continue to carry on payroll records, all teachers whose sick leave has been exhausted, or who are on a disability leave of absence, or who is on an approved leave of absence, for the purpose of group term life, hospitalization, surgical and major medical insurance coverage. The cost of such coverage is to be paid by the teacher and such payments shall be submitted as per a schedule set by the Treasurer.

2. A teacher absent from work in excess of the number of sick leave or other authorized leave days accumulated by the teacher shall receive a salary deduction calculated by dividing the number of days in the teacher's duty year into the gross annual salary, thus arriving at a per day deduction.

K. **FAMILY AND MEDICAL LEAVE ACT**

Notwithstanding any provision in this Agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act and the regulations adopted thereunder will supersede and take the place of all related leave provisions contained in this Agreement except that benefits under the contract which exceed benefits under the Act will prevail.

ARTICLE 23
SICK LEAVE BANK

A. A sick leave bank shall be established to provide sick leave benefits to a bargaining unit member or classified staff member who has exhausted all of his/her accumulated sick leave due to a catastrophic personal injury or illness or a catastrophic injury or illness in the immediate family. For purposes of this article, "catastrophic" shall mean a seriously debilitating or life threatening illness or injury and shall not include a normal pregnancy. Donation to the sick leave bank will not disqualify bargaining unit members from receiving the attendance incentive.

1. The bargaining unit member or classified staff member must have had at least fortyfive (45) days of sick leave accumulated at the time of the catastrophic event or have been absent from work due to a catastrophic event at least forty-five (45) days before he/she shall be eligible to receive sick leave bank days.

2. Eligible bargaining unit members may draw upon the sick leave bank to a maximum of sixty (60) days per occurrence or to the end of the school year, whichever is less.

B. The district Treasurer shall administer the request, donation, and transfer of sick leave days from bargaining unit members' sick leave accumulations. Sick days will be transferred from each donor in one day increments, repeating until the donations are exhausted or the maximum allowed days are used.

C. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.

ARTICLE 24
TUITION REIMBURSEMENT

A. Each bargaining unit member may receive up to four thousand dollars ($4000.00) in any fiscal year. Each fiscal year of this Agreement, the Board shall budget a total of forty thousand dollars ($40,000.00) for tuition reimbursement under this Article. If and when the forty thousand dollars ($40,000.00) budgeted has been exhausted through disbursement in a given school year, bargaining unit members who have requested and are qualified for reimbursement under the terms of this Article will have first priority for reimbursement the following school year. Holdovers (those who have to wait until the following year to be reimbursed) who have resigned, been non-renewed or terminated shall not receive reimbursement. Employees who take approved leave or are impacted by a reduction in force shall be eligible for reimbursement. A course will be eligible for reimbursement based upon the date of completion of the course.

B. Courses must be approved by the Superintendent in advance of the first class meeting and reimbursement cannot exceed actual tuition or workshop expenses as shown by receipt from the university or employee expense forms.

C. Reimbursement will be received following successful completion of the course(s) or workshop(s) and submission of a grade, sheet, transcript, or certificate of completion to the Treasurer's office for verification. Reimbursement will be in the next budgetary payment cycle following the treasurer's receipt of all paperwork necessary for reimbursement. Paperwork must be submitted no later than six months following the completion of the course. The date the Treasurer's office receives the paperwork necessary for reimbursement will determine when payment is made.

D. Included in the $4,000.00 as mentioned in B above, fees, mileage, and meals up to a total of $200 for workshop expenses will be allowable.

E. When a unit member's contract is resigned, non-renewed, or terminated, the unit member shall not be eligible to receive reimbursement for any courses taken during the semester in which the resignation, non-renewal, or termination is effective unless the course was completed before the date the board accepts the resignation or termination. Employees who take approved leave or are impacted by a reduction in force shall be eligible for reimbursement.

ARTICLE 25
STRS PICK-UP: SALARY REDUCTION METHOD

A. The Board agrees to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percentage of the employee's gross annual compensation established by statute or STRS regulation as the

employee's retirement contribution. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

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

4. Payment of all paid leaves, sick leave, personal leave and severance including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (ex: gross pay divided by the number of days worked).

B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of Agreement shall be declared null and void. The Board shall then return to the former method of employer and employee retirement system contributions as soon as is necessary.

STRS PICK-UP AS A FRINGE BENEFIT/EXTRA COMPENSATION

A. The Board agrees to STRS pick-up utilizing the pick-up as a fringe benefit/extra compensation method. Contributions to the State Teacher Retirement System will be paid on behalf of the employees under the following terms and conditions:

1. All contracts will have contributions of two percent (2%) picked up by the employer and will be included in compensation for retirement purposes. Employee contributions will be twelve percent (12%) under Article 25 - STRS PICK-UP: SALARY REDUCTION METHOD and the Board contribution will be two percent (2%) with a pick-up on the pick-up on the total amount of additional STRS contribution due to the implementation of the salary reduction method and Board contribution as a fringe benefit required by this Contract.

2. The pick-up percentage shall apply uniformly to all members of the teaching faculty as a condition of employment. Each employee who is a member of STRS is considered a part of the group.

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

4. Payment of all paid leaves, sick leave, personal leave and severance pay due to retirement, plus unemployment and worker's compensation shall be based on the employee's daily gross pay prior to STRS pick-up as basis (ex: gross pay divided by the number of days worked).

B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the pick-up in combination with other tax-deferred compensation plans.

C. If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the

former method of employer and employee retirement system contributions as soon as is necessary. In addition, no harm shall come to the employee, if such action is necessary. The Board shall increase employee salaries to the extent necessary to make the employees whole.

ARTICLE 26
SUPPLEMENTAL SALARY

A. Teachers issued supplemental contracts shall be paid on the supplemental salary schedule (Appendix B of this Agreement) Beginning the 2021 - 2022 school year, and continuing each year thereafter, the salary increase to the supplemental salary schedule (Appendix B) shall be the same percentage increase as the base salary increase (Appendix A).

B. Supplemental salaries shall be paid according to the following schedule:

1. Year long supplemental duties shall be paid one-half (50%) of the total due at the conclusion of the first school semester and the remaining one-half (50%) at the conclusion of the second school semester.

2. Supplemental duties other than athletic duties performed for a limited period within the school year shall be paid in the following manner: one-half (50%) the amount of the pay on the payday nearest the middle of said duty. The middle shall be determined by the Principal. The remaining one-half (50%) will be paid at the conclusion of the duty as determined by the Principal.

3. All athletic supplemental contracts shall be paid in the following manner: one-half (50%) the total amount of pay on the payday nearest the middle of said duty as authorized by the Athletic Director; one-half (50%) the total amount at the conclusion of said duty following certification by the Athletic Director that all responsibilities have been concluded. Such responsibilities shall include an inventory, evaluation of coaching staff, or other reports that may be required by the job description.

C. No unit member will be required to accept a supplemental contract nor will a unit member's regular teaching abilities be evaluated based upon his/her performance on a supplemental contract.

D. Supplemental positions will be filled in accordance with Article 15 - Notification and Posting of Vacancies.

E. The Board may institute new supplemental positions at any time during the life of this Agreement, and shall notify and offer to negotiate the salary with the Association. The compensation for any newly created supplemental position will be negotiated before it is offered to a bargaining unit member.

ARTICLE 27
ATTENDANCE INCENTIVE PLAN

A. A monetary incentive program will be in effect to reward employees with two (2) or fewer than two (2) days absences during the year. Employees will be paid according to the following schedule when all regulations are met:

1. Employees with no absences for any reason, including personal days, three hundred seventy-five dollars ($375) per year.

2. Employees with a total of up to and including one (1) day absence including sick and personal days - two hundred fifty dollars ($250) per year.

3. Employees with a total of more than one (1) but not more than two (2) days absence including sick and personal days - one hundred fifty dollars ($150) per year.

B. **SPECIAL PROVISIONS**

1. The Treasurer of the Board will issue the bonuses to eligible employees the next pay period following the last day students are in attendance in the regular school year. Exception: unit members with extended contracts will be paid two (2) weeks after the contract ends.

2. The Board will consider any absence from work with the exception of jury duty, approved professional meetings, curriculum development meetings, approved field trips and professional visitations as violations of this attendance incentive program whether or not applicable to sick leave or personal leave provisions.

   Unit members shall not lose their perfect attendance for up to three (3) days' absence due to death in the immediate family.

   When an employee is subpoenaed into court because of a student or a problem directly related to the operation of the district, and said employee presents evidence of such to the Superintendent, that day may be counted for professional purposes and not considered as an absence for the purpose of this calculation.

3. Compensatory time may not be used for sick leave purposes to avoid being absent on the attendance incentive plan. Use of compensatory time must be arranged at least forty-eight (48) hours in advance.

4. The incentive plan shall be applicable to all extended service days in a given contract.

5. All employees working less than full time will have their incentive award prorated, based upon the actual hours worked. Full-time for hourly employees will be forty (40) hours per week or the weekly schedule determined by the Board and administration.

6. Payment for the incentive plan is subject to all deductions as required by law.

ARTICLE 28
INSURANCE

A. **HOSPITAL/MEDICAL/MAJOR MEDICAL**

1. The Board will continue to provide group Hospital/Medical/Major Medical insurance for teachers that equals or exceeds coverage provisions currently in effect. Said plan may include the following provision:

   a. Pre-admission testing

   b. No weekend admission except for emergencies (Friday p.m. - Sunday noon).

   c. Pre-certification for hospital stays for elective surgery.

   d. Effective July 1, 2000, the maximum allowable deductible shall be two hundred dollars ($200) individual plan and four hundred dollars ($400) family plan.

e. Maximum co-insurance shall be 80:20 of expenses up to two thousand dollars ($2,000) per individual and up to four thousand dollars ($4,000) per family. Tue policy shall assume one hundred percent (100%) of expenses greater than two thousand dollars ($2,000) per individual and four thousand dollars ($4,000) per family.

f. Prescription Drug Insurance - Copay amount for:

Retail Pharmacy - generic	$5 per prescription or refill
Retail Pharmacy - formulary	25% of the cost up to a maximum copay of $100 per prescription or refill
Retail Pharmacy - brand	50% of the cost up to a maximum copay of $150 per prescription or refill
Mail service - generic	$10 per prescription or refill
Mail service - formulary	$30 per prescription or refill
Mail service - brand	$60 per prescription or refill
Maximum benefit per calendar year:	
Retail Pharmacy	$2,000 per covered person
Mail service	$5,000 per covered person
Dispensing limit:	
Retail Pharmacy	90 days
Mail service	90 days

2. Effective July 1, 1997, the Board shall pay eighty percent (80%) and each employee twenty percent (20%) of the monthly premiums for this coverage.

Teachers shall have the option of selecting either individual or family coverage. In cases where husband and wife are employed in the school district, they are entitled to two (2) single policies or one (1) family policy.

B. **HOSPITAL/MEDICAL/MAJOR MEDICAL - PLAN B**

1. Effective July 1, 2017 the Board shall offer an alternative group Hospital/Medical/Major Medical insurance for teachers with different coverage currently in effect. All new hires on or after July, 2017 will be placed on this plan. Said plan may include the following provision:

a. Pre-admission testing

b. No weekend admission except for emergencies (Friday p.m. - Sunday noon).

c. Pre-certification for hospital stays for elective surgery.

d. Effective July 1, 2017, the maximum allowable deductible shall be two hundred dollars ($200) individual plan and four hundred dollars ($400) family plan.

e. Maximum co-insurance shall be 80:20 of expenses up to three thousand dollars ($3,000) per individual in network and six thousand dollars ($6,000) out of network and up to six thousand dollars ($6,000) per family in network and twelve thousand dollars ($12,000) out of network. The policy shall assume one hundred percent (100%) of expenses greater than these thresholds.

f. Prescription Drug Insurance - Copay amount for:

Retail Pharmacy - generic	$5 per prescription or refill
Retail Pharmacy - formulary	25% of the cost up to a maximum copay of $100 per prescription or refill
Retail Pharmacy - brand	50% of the cost up to a maximum copay of $150 per prescription or refill
Mail service - generic	$10 per prescription or refill
Mail service - formulary	$80 per prescription or refill
Mail service - non-formulary	$160 per prescription or refill
Maximum benefit per calendar year:	
Retail Pharmacy	$2,000 per covered person
Mail service	$5,000 per covered person
Dispensing Limit:	
Retail Pharmacy	90 days
Mail service	90 days

2. Effective July 1, 2017, the Board shall pay eighty percent (80%) and each employee twenty percent (20%) of the monthly premiums for this coverage.

   Teachers shall have the option of selecting either individual or family coverage. In cases where husband and wife are employed in the school district, they are entitled to two (2) single policies or one (1) family policy.

C. Cash in Lieu.

1. Employees who are eligible for, but do not elect group health insurance benefits provided by the Employer pursuant to this Article may instead elect to receive an annual cash benefit in the amount of $2500. The annual benefit will be paid the second pay in December. To be eligible to receive the cash in lieu of benefit, the member must stay off the Board's major medical health insurance plan from January 1 through December 31 of that plan year. However, if the member experiences a qualifying event that requires Board-provided medical health insurance, the member will be eligible to immediately re-enroll in medical insurance. Once a member re-enrolls, any cash in lieu benefit payments will cease and the employee will be responsible for paying any premium contributions in accordance with this Article.

D. Committee

1. The parties agree to form a committee comprised of equal members of Association and District representatives to reevaluate and renegotiate insurance options with the intention of controlling premium costs. Any changes shall not be effective unless ratified by both the Association and the Board prior to the 2026 open enrollment period.

E. **DENTAL**

1. The Board will continue to provide group dental insurance for teachers that equals or exceeds coverage provisions currently in effect.

2. The Board shall pay eighty percent (80%) and each employee twenty percent (20%) of the monthly premiums for this coverage. Teachers shall have the option of selecting either individual or family coverage.

F. **OPTICAL**

1. The Board will continue to provide group optical insurance for teachers that equals or exceeds coverage provisions currently in effect including an annual examination, lenses, and frames, without a deduction.

2. The Board will pay one hundred percent (100%) of the monthly premiums for this coverage. Teachers shall have the option of selecting either individual or family coverage.

G. **LIFE**

The Board will provide and pay twenty-five thousand dollars ($25,000) one hundred percent (100%) of cost, face value, life insurance for each teacher. Such coverage will be the same as in effect in the 1999-2000 school year.

Teachers who are employed to work less than full-time shall have the Board's share of the full-time employees' premium cost prorated on the following basis:

CONTRACTED HOURS	BOARDS % OF FT PREMUIM COST
0 - 3.9	0
4 - 4.9	50
5 - 5.9	75
6 and Above	100

H. The Board has the right to change carrier(s), provided:

1. Benefits equal or exceed current benefit levels.

2. The Board provides a copy of any provided insurance plan to the Association, for its review, within a reasonable time prior to the proposed implementation date of the proposed new carrier.

ARTICLE 29
RETIREMENT PAY

Retirement pay shall be in two (2) payments to eligible teachers according to the following provisions:

A. **ELIGIBILITY** - A teacher's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.

2. Retirement - disability or service retirement under any state or municipal retirement system of Ohio.

3. The individual must be eligible for disability or service retirement as of the last date of employment.

4. The teacher must apply in writing to the Berne Union Local Board of Education no later than sixty (60) days after the last paid date of service.

5. The individual must, within one hundred twenty (120) days of last day of employment, prove acceptance into the retirement system. Extension must be approved by the Board.

6. Must have not less than ten (10) years of service with this school district, the district, the state, or its political subdivisions.

7. Must sign for first retirement check certifying all eligibility criteria have been met.

B. **BENEFIT CALCULATION** - The amount of the benefit due a teacher shall be calculated by:

1. Multiplying the teacher accrued, but unused, sick leave by one-fourth (¼). (See Article 22, A.)

2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule that is in effect on the last day of accrued earnings by the teacher.

3. The amount of the benefit calculated in steps one (1) and two (2) shall not exceed the value of seventy-five (75) days of accrued but unused sick leave.

Retirement pay shall be paid in one (1) lump sum. Receipt of payment for accrued, but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

Retirement pay shall be made only once to any teacher. Such payment will be made at the first pay after the request and verification of retirement.

Contributions to the teacher's retirement system based upon monies paid for accrued, but unused, sick leave will not be made by either the Board or the teacher.

C. **RETIREMENT INCENTIVE**

1. A unit member shall receive a retirement incentive of two hundred and twenty-five dollars ($225.00) per each year of service with the Berne Union Local Schools if he/she retires during or at the conclusion of a school year in which he/she attains early retirement or unreduced benefit eligibility during the term of this agreement as regulated by the State Teachers Retirement System (STRS). Unit members who have chosen the defined contribution plan must meet the same age and years of service requirements as outlined in the defined benefit plan.

2. The Retirement Incentive shall be paid in one lump sum. The payment will be paid after the request and verification of retirement.

ARTICLE 30
DRUG FREE WORKPLACE ACT COMPLIANCE

The Board of Education will implement such policies, notices, programs, and actions as may be required to comply with the Drug Free Workplace Act, including the taking of appropriate personnel action against any employee convicted of any criminal drug statute. Such action may include termination of contract. Convicted employees for whom termination of contract is not appropriate will be required to satisfactorily participate in a drug abuse, assistance or rehabilitation program approved by a Federal, State, or local health, law enforcement, or other appropriate agency. All policies and notices developed in compliance with the Act will be posted in the same fashion as other bargaining unit information is posted.

ARTICLE 31
LEGISLATIVE ACTION

A. In the event that the Board is required to implement changes in the wages, hours or other terms and conditions of employment for bargaining unit members as a result of the passage of mandatory Legislative action or Administrative regulations adopted pursuant to the action, the Board will give notice of such implementation to the Association. Within twenty (20) calendar days the Association

may submit a written demand to bargain the effects of the implementation on the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made the parties will engage in good faith bargaining for a period not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively. If the parties have not reached agreement by the end of the thirty (30) day period, the Board's obligation to bargain shall end and the Board may implement its last position of changes in the wages, hours or other terms and conditions of employment required as a result of the Act or administrative regulations adopted pursuant to the act.

B. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be mutually selected by the parties. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.

Following mediation, the Board may implement its last position of changes in wages, hours, or other terms and conditions of employment required as a result of the Act or administrative regulations adopted pursuant to the Act, and the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in Revised Code Chapter 4117.

ARTICLE 32
REHIRING OF RETIRED TEACHERS

A. In the event a vacancy arises, the Board will comply with the requirements of Article 15, Notification and Posting of Vacancies.

B. Notwithstanding any other provision of this contract or any contrary provision of law, if the Board hires an individual who has retired pursuant to the requirements of STRS, during his/her employment with the Board that individual will be employed under one year contracts and will receive service credit for no more than ten (10) years of previous service. Once employed, the retiree shall be placed on the appropriate education column of the salary schedule and shall not advance beyond step 10 in experience regardless of years of service in Berne Union Local Schools or elsewhere. This teacher shall receive increases in pay resulting from an increase in the base salary.

C. These individuals shall be eligible to participate in vision, dental and life insurance plans offered by the Board at the employee's expense.

D. A retiree's contract is a one-year agreement only. Such contract contains a resignation clause effective at the end of the one-year period.

E. A retiree's contract expires at the end of the contract period without action by the Board or notice of expiration to the individual employee.

F. A retired employee must execute a written waiver of any evaluation procedures and potential automatic reemployment pursuant to applicable provisions of law.

G. A retired employee must waive eligibility for continuing contract status as a teacher in the District, no matter his/her length of post-retirement service or the number of administrative contracts issued.

H. No retired employee has any expectation of or right to future employment.

I. No retired employee is eligible to participate in any retirement incentive program offered by the Board, which includes severance allowance.

J. A retired employee must hold a valid license issued by the Ohio Department of Education pursuant to state law, and may be employed in the District under a temporary license.

K. In the event a reduction in force is necessary, retired employees are released before any limited contract employee and are not eligible for recall. Retired employees affected by a reduction in force may be subsequently rehired at the Board's discretion.

L. Retired employees return to employment with no sick leave balance, but may accumulate sick leave once re-employed.

ARTICLE 33
COLLEGE CREDIT PLUS/ADVANCED PLACEMENT CLASSES

A. College Credit Plus

Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college level courses to students in grades 7 through 12 in accordance with the following provisions:

1. The instructional preparation for and teaching of courses offered through the CCP program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with Article 15, Notification and Posting of Vacancies of this Agreement. If no bargaining unit member is properly credentialed to teach the course, no bargaining unit member chooses to participate in the CCP program, or the student(s) choose to participate in CCP off campus, the Board may arrange for such courses to be taught by non-bargaining unit members. Prior to offering in District positions outside of the bargaining unit, the Board must first seek volunteers who would be willing to become properly credentialed. If there is a volunteer, the Board shall provide all necessary professional development leave and reimburse the bargaining unit member for all costs associated with the attainment of the appropriate credential(s), according to the provisions in Article 24, Tuition Reimbursement.

2. No bargaining unit member shall be required to participate in the CCP program without proper certification.

3. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.

4. Prior to the beginning of each course, all bargaining unit members who participate in the CCP program shall be provided at least one (1) professional leave day to visit the participating IHE to engage in planning with the cooperating college instructor. In addition to the applicable leave, the District shall reimburse the bargaining unit member for all necessary and actual expenses (e.g., mileage, meals, etc.) according to Article 24.

5. No bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced as a result of the District's participation in the CCP program.

6. CCP instructors will be paid a stipend ofone days’ salary at their daily rate per credit hour taught. . The payment will be made in May.

7. Each CCP course's class size shall be governed by the class size limits of this Collective Bargaining Agreement or the IHE requirements, whichever is lower.

8. No bargaining unit member shall be required to maintain or report attendance data for any CCP student who is not under his/her supervision.

9. Guidance counselors covered under this Agreement shall not be required to complete any work that is typically handled by the IHE including grade reporting or transcript creation.

10. The District shall adhere to the Ohio Revised Code, Ohio Administrative Code, ODE and ODHE guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail with regard to bargaining unit member rights and responsibilities when participating in the program.

B. AP Classes

1. No bargaining unit member shall be required to participate in the AP program without proper certification.

2. No evaluation conducted by the College Board will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the College Board evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the College Board shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the College Board evaluation. AP teachers shall be evaluated according to the terms of this agreement.

3. Prior to the beginning of each course, all bargaining unit members who participate in the AP program shall be provided at least one (1) professional leave day, and training under the provision of Article 22 (D) and Article 24, Tuition Reimbursement of this agreement. In addition to the applicable leave, the District shall reimburse the bargaining unit member for all necessary and actual expenses (e.g., mileage, meals, etc.), according to Article 24.

4. AP instructors will be paid a stipend of three days' salary at their daily rate per AP Class. The payment will be paid in May.

5. Each AP course's class size shall be governed by the class size limits of this Collective Bargaining Agreement.

ARTICLE 34
ELECTRONIC SURVEILLANCE

A. Video cameras may be used on school property and premises in areas where there is no reasonable expectation of privacy.

B. The Board may utilize video technology in an effort to maintain the safety and security of the District's premises and property and assist in prevention and resolution of student disciplinary problems.

C. Video cameras shall not be used as the sole basis to initiate discipline of any employee unless the event or incident is of a nature that is so egregious as to endanger the safety of students or staff.

D. Information obtained through video surveillance (visual and audio) shall be treated as confidential, and access to video recordings shall be limited to security personnel or management personnel with a need to know.

E. Commitment not to utilize video surveillance/electronic monitoring equipment in individual classrooms during instructional times, except in extraordinary circumstances.

F. The Superintendent shall provide an annual reminder to members of the possibility of the use of video technology for surveillance by the Board.

G. If an employee is the subject of a video public records request, the employee will be notified in writing within 24 hours. Included in this notification will be the date and time of the video requested.

H. All recordings shall be under the control of a licensed administrator, supervisor, or resource officer.

ARTICLE 35
GENERAL PROVISIONS

I. ACADEMIC DISTREE COMMISSIONS

As required by ORC 3302.10 (P), the parties incorporate into this contract the provisions of ORC 3302.10 regarding the academic distress commissions. ORC 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from academic distress with this agreement intact.

II. TOTAL AGREEMENT

This Agreement constitutes the total agreement between the parties and supersedes all previous agreements and understandings.

The Board shall make any necessary changes in policy, procedure or practice necessary to be consistent with the terms and conditions of this Agreement.

III. WAIVER OF NEGOTIATIONS

The parties waive their right to initiate negotiations with respect to any negotiable matter during the term of this Agreement except as provided in ORC 4117 on mandatory subjects of bargaining.

IV. COMPENSATION AND DURATION

This Agreement shall become effective on July 1, 2026, and shall remain in full force and effect through June 30, 2029. Compensation reflected in the salary schedule contained herein reflects an increase on the base of 4% for the year –2026-27,and wage re-openers for 2027-28 and 2028-29.

V. By affixing my signature, I affirm that necessary action has been taken by my respective party to enter into this Agreement.

FOR THE

BERNE UNTION EDUCATION ASSOCIATION/OEA/NEA	**BERNE UNION BOARD OF EDUCATION**
James Saunders	

APPENDIX A

BERNE UNION LOCAL SCHOOL DISTRICT
TEACHER INDEX

Effective July 1, 2026 – June 30, 2029

BERNE UNION LOCAL SCHOOL DISTRICT
TEACHER INDEX
2026-27
BASE SALARY: $45,685

	B.A.		150 SEMESTER HOURS		M.A.		M.A. +15		M.A.+30		M.A.+45	
STEP	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT
0	1.00000	$45,685	1.04000	$47,512	1.10000	$50,254	1.15000	$52,538	1.20000	$54,822	1.25000	$57,106
1	1.04000	$47,512	1.08500	$49,568	1.15000	$52,538	1.20000	$54,822	1.25000	$57,106	1.30000	$59,391
2	1.08000	$49,340	1.13000	$51,624	1.20000	$54,822	1.25000	$57,106	1.30000	$59,391	1.35000	$61,675
3	1.12000	$51,167	1.17500	$53,680	1.25000	$57,106	1.30000	$59,391	1.35000	$61,675	1.40000	$63,959
4	1.16000	$52,995	1.22000	$55,736	1.30000	$59,391	1.35000	$61,675	1.40000	$63,959	1.45000	$66,243
5	1.20000	$54,822	1.26500	$57,792	1.35000	$61,675	1.40000	$63,959	1.45000	$66,243	1.50000	$68,528
6	1.24000	$56,649	1.31000	$59,847	1.40000	$63,959	1.45000	$66,243	1.50000	$68,528	1.55000	$70,812
7	1.28000	$58,477	1.35500	$61,903	1.45000	$66,243	1.50000	$68,528	1.55000	$70,812	1.60000	$73,096
8	1.32000	$60,304	1.40000	$63,959	1.50000	$68,528	1.55000	$70,812	1.60000	$73,096	1.65000	$75,380
9	1.36000	$62,132	1.44500	$66,015	1.55000	$70,812	1.60000	$73,096	1.65000	$75,380	1.70000	$77,665
10	1.40000	$63,959	1.49000	$68,071	1.60000	$73,096	1.65000	$75,380	1.70000	$77,665	1.75000	$79,949
11	1.44000	$65,786	1.53500	$70,126	1.65000	$75,380	1.70000	$77,665	1.75000	$79,949	1.80000	$82,233
12	1.48000	$67,614	1.58000	$72,182	1.70000	$77,665	1.75000	$79,949	1.80000	$82,233	1.85000	$84,517
13	1.52000	$69,441	1.62500	$74,238	1.75000	$79,949	1.80000	$82,233	1.85000	$84,517	1.90000	$86,802
14	1.56000	$71,269	1.67000	$76,294	1.80000	$82,233	1.85000	$84,517	1.90000	$86,802	1.95000	$89,086
15	1.60000	$73,096	1.71500	$78,350	1.85000	$84,517	1.90000	$86,802	1.95000	$89,086	1.98802	$90,823
18	1.63200	$74,558	1.74932	$79,918	1.88697	$86,206	1.93802	$88,538	1.98802	$90,823	2.05000	$93,654
20	1.68000	$76,751	1.80500	$82,461	1.95000	$89,086	2.00000	$91,370	2.05000	$93,654	2.08999	$95,481
23	1.71359	$78,285	1.84110	$84,111	1.98903	$90,869	2.03999	$93,197	2.08999	$95,481	2.14997	$98,221
25	1.76002	$80,407	1.89497	$86,572	2.04998	$93,653	2.09997	$95,937	2.14997	$98,221	2.19195	$100,139
28	1.79523	$82,015	1.93287	$88,303	2.09100	$95,527	2.14195	$97,855	2.19195	$100,139	2.23393	$102,057
30	1.83044	$83,624	1.97077	$90,035	2.13202	$97,401	2.18393	$99,773	2.23393	$102,057	2.27591	$103,975
32	1.86565	$85,232	2.00867	$91,766	2.17304	$99,275	2.22591	$101,691	2.27591	$103,975	2.31789	$105,893
34	1.90086	$86,841	2.04657	$93,498	2.21406	$101,149	2.26789	$103,609	2.31789	$105,893	2.35987	$107,811
36	1.93607	$88,449	2.08447	$95,229	2.25508	$103,023	2.30987	$105,526	2.35987	$107,811	2.40185	$109,729

BERNE UNION LOCAL SCHOOL DISTRICT
SUPPLEMENTALS
2026-27
SUPPLEMENTAL BASE SALARY $4,826

POSITION	0 YRS	1 YRS	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS
HEAD FOOTBALL	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274	$6,563	$6,853	$7,142	$7,432	$7,722
HEAD BOYS BASKETBALL	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274	$6,563	$6,853	$7,142	$7,432	$7,722
HEAD GIRLS BASKETBALL	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274	$6,563	$6,853	$7,142	$7,432	$7,722
BAND DIRECTOR	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274	$6,563	$6,853	$7,142	$7,432	$7,722
HEAD VOLLEYBALL	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
HEAD BASEBALL	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
HEAD BOYS TRACK	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
HEAD GIRLS TRACK	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
HEAD SOFTBALL	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
HEAD WRESTLING	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
THEATER DIRECTOR	$4,102	$4,392	$4,681	$4,971	$5,260	$5,550	$5,839	$6,129	$6,419	$6,708	$6,998
HEAD GOLF	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
HEAD CROSS COUNTRY**	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT FOOTBALL****	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT BOYS BASKETBALL***	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT GIRLS BASKETBALL***	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT VOLLEYBALL**	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT BOYS TRACK**	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT GIRLS TRACK**	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT BASEBALL***	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT SOFTBALL***	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT BAND****	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
BOYS BOWLING	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
GIRLS BOWLING	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
ASSISTANT WRESTLING	$3,378	$3,668	$3,957	$4,247	$4,536	$4,826	$5,116	$5,405	$5,695	$5,984	$6,274
JR HIGH FOOTBALL	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH VOLLEYBALL	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH BOYS BASKETBALL	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH GIRLS BASKETBALL	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH BASEBALL	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199

JR HIGH SOFTBALL	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH BOYS TRACK	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH GIRLS TRACK	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
YEARBOOK ADVISOR	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
A CAPPELLA DIRECTOR	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH WRESTLING	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
FALL CHEERLEADING (VAR & JV)	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
WINTER CHEERLEADING (VAR & JV)	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
ASSISTANT GOLF	$2,751	$2,896	$3,040	$3,185	$3,330	$3,475	$3,620	$3,764	$3,909	$4,054	$4,199
JR HIGH FOOTBALL ASSISTANT**	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
JR HIGH BOYS BASKETBALL ASSIST	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
JR HIGH GIRLS BASKETBALL ASSIST	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
JR HIGH VOLLEYBALL ASSIST	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
JR HIGH CROSS COUNTRY	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
HIGH SCHOOL STUDENT COUNCIL	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
THEATER ASSISTANT**	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
PBIS COORDINATOR**	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
JR HIGH BOYS BASEBALL ASSIST	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
JR HIGH GIRLS SOFTBALL ASSIST	$2,123	$2,268	$2,413	$2,558	$2,703	$2,847	$2,992	$3,137	$3,282	$3,426	$3,571
WINTER CONDITIONING	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
SPRING CONDITIONING	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
SUMMER CONDITIONING	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
QUIZ BOWL	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
HONOR SOCIETY	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
SPANISH CLUB	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
FALL JR HIGH CHEERLEADING	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
WINTER JR HIGH CHEERLEADING	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
JUNIOR HIGH ADVISOR	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
FCCLA ADVISOR	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
ELEM MILITARY FAMILY LIAISON	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
HS MILITARY FAMILY LIAISON	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
ELEMENTARY MUSIC	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
NATIONAL ART HONOR SOCIETY	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
ELEMENTARY RTI COORDINATOR	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
HIGH SCHOOL RTI COORDINATOR	$1,062	$1,110	$1,158	$1,207	$1,255	$1,303	$1,351	$1,400	$1,448	$1,496	$1,544
GAME MANAGER I-FALL & WINTER	$3,693	$3,693	$3,693	$3,693	$3,693	$3,693	$3,693	$3,693	$3,693	$3,693	$3,693
GAME MANAGER II-FALL	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848
GAME MANAGER II-WINTER	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848	$1,848
GAME MANAGER III-WINTER	$1,231	$1,231	$1,231	$1,231	$1,231	$1,231	$1,231	$1,231	$1,231	$1,231	$1,231

1. Ten years of experience in another school may be allowed.
2. Employee will advance not more than one experience step annually.
3. The Board of Education reserves the right whether or not to fill the position

SUPPLEMENTAL SALARY CATAGORIES

CATEGORY - I
Head Football
Head Boys Basketball
Head Girls Basketball
Band Director

CATEGORY - II
Head Volleyball
Head Baseball
Head Boys Track
Head Softball
Head Theater
Head Wrestling

CATEGORY - III
Head Golf - Coed
Head Cross Country - Coed (up to 2 positions)
Assistant Football (up to 4 positions)
Assistant Boys Basketball (up to 3 positions)
Assistant Volleyball (up to 2 positions)
Assistant Girls Basketball (up to 3 positions)
Assistant Track (up to 4 positions)

Assistant Baseball (up to 3 positions)
Assistant Softball (up to 3 positions)
Assistant Band (up to 4 positions)
Girls Bowling
Boys Bowling
Assistant Wrestling

CATEGORY - IV
MS/Jr. High Football
MS/Jr. High Volleyball
MS/Jr. High Boys Basketball
MS/Jr. High Girls Basketball
MS/Jr. High Boys Track
MS/Jr. High Girls Track
Yearbook Advisor

A Capella Director
MS/Jr. Wrestling
MS/Jr. Baseball
MS/Jr. Softball
Assistant Golf
Fall Cheer (Varsity and Reserve)
Winter Cheer (Varsity and Reserve)

CATEGORY - V

MS/Jr. High Football Assistant (up to 2 positions)
MS/Jr. High Volleyball Assistant
MS/Jr. High Boys Basketball Assistant
MS/Jr. High Girls Basketball Assistant
MS/Jr. High Cross Country – Coed
High School Student Council Advisor
MS/Jr. Baseball Assistant
MS/Jr. Softball Assistant
Theater Assistant (up to 2 positions)

CATEGORY – VI
Winter Conditioning
Spring Conditioning
Summer Conditioning
Quiz Bowl
Honor Society
Spanish Club Advisor
Fall MS/Jr. High Cheerleading
Winter MS/Jr. High Cheerleading
Elementary RTI Coordinator
HS RTI Coordinator
Elementary Military Liaison
HS Military Liaison
National Art Honor Society
Junior High Advisor
FCCLA Advisor
Elementary Music
PBIS Coordinator (up to 2)

The Board of Education reserves the right whether or not to fill the position.

APPENDIX C

GRIEVANCE FORM
BERNE UNION EDUCATION ASSOCIATION

GRIEVANCE NO. **DATE FILED**

_____ _____

Grievant's Name _____ Position _____ Building _____

Grievance Defined _____

_____

_____

Date of Action on which is the basis of this grievance: _____

Relief Sought: _____

_____

_____

NOTE: Attach additional relevant documents or statements.

Signature of grievant: _____

STEP 1 - DATE FILED:

Administrative Response: _____
(Add attachment if additional space is needed)

_____

_____

_____

Administrator's Signature _____ Position _____ Building _____
(cc: Superintendent, Berne Union EA, and Grievant)

Grievant's Response to Step 1, Administrative Response:

_____ The above response resolves this grievance and the matter is hereby resolved.

_____ The above response does not resolve this grievance and it is hereby requested the matter be carried to Step 2 of the Grievance Procedure.

_____

_____

Grievant's Signature Date
(cc: Superintendent, Berne Union EA)

STEP 2 - DATE FILED:

DATE OF HEARING: _____

Administrative Response: _____

_____

_____

Administrator's Signature _____ Position _____ Date _____
(cc: Berne Union EA, and Grievant)

Grievant's Response to Step 2, Administrative Response:

_____ The above response resolves this grievance.

_____ The above response does not resolve this grievance and it is hereby submitted to Step 3.

_____
Grievant's Signature Date
(cc: Superintendent, Berne Union EA)

STEP 3 - DATE FILED:

DATE OF HEARING: _____

Board Response: _____
(Add attachment if additional space is needed)

_____

_____

Signatory for the Board _____ Position _____ Date _____
(cc: Superintendent, Berne Union EA, and Grievant)

Grievant's Response to Step 3, Board Response:

_____ The above response resolves this grievance.

_____ The above response does not resolve this grievance and it is hereby submitted to arbitration.

_____
Grievant's Signature Date
(cc: Superintendent, Berne Union EA)

APPENDIX D

FORM A

Member Evaluation Notification Form

Member Name: _____

School Year: _____

Performance Evaluation System:

_____ Informal Observation due to Accomplished or Skilled rating in year _____

_____ Full Performance Evaluation (includes a holistic & a focused observation)

Approved HQSD Sources

1. _____

2. _____

Professional Development:

_____ Professional Growth Plan

_____ Improvement Plan

Member Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Form is to be distributed to teachers prior to September 1. one (1) copy of this form is to be retained by the teacher, and one (1) copy will be placed in the personnel file when the cycle step is completed.

FORM B

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

<table>
<tr><td>Teacher Name:</td><td>Evaluator Name:</td><td>☐ Self-Directed (Accomplished)</td><td>☐ Jointly Developed (Skilled)</td><td>☐ Evaluator Guided (Developing)</td></tr>
<tr><td colspan="5">Choose the Doman(s) aligned to the goal(s).</td></tr>
<tr><td colspan="5">☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities</td></tr>
<tr><td>Goal Statement(s) Demonstrating Performance on Ohio Standards for the Teaching Profession</td><td>Action Steps & Resources to Achieve Goal(s)</td><td colspan="2">Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)</td><td>Dates Discussed</td></tr>
<tr><td></td><td></td><td colspan="2"></td><td></td></tr>
<tr><td colspan="5">Describe the alignment to district and/or building improvement plan(s):</td></tr>
<tr><td colspan="5">Comments:</td></tr>
</table>

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

FORM C

Improvement Plan

Teacher Name: _____ Grade Level/Subject: _____

School Year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being place on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement - List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard (s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Improvement Statement - List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

FORM C

Section 3: Specific Plan of Action - Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development - Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s) - Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

FROM C

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/Subject: _____

School Year: _____ Building: _____ Date of Evaluation: _____

The Improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

FORM D

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name:

Grade(s) and Subject Area(s): **Date:**

Evaluator Name:

Time Walkthrough Begins: **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:
Identified Focus Area(s) and Aligned Evidence, if Applicable:	
Evaluator Summary Comments:	

Evaluator Signature: ☐ Photocopy to Teacher

FORM E

BERNE UNION LOCAL SCHOOLS
INFORMAL OBSERVATION COMPLETION FORM
OTES Exemption for Accomplished or Skilled Rating

Teacher Name: _____

Date of Informal Observation: _____

Date of Conference: _____

Teacher Signature: _____

Administrator Signature: _____

FORM F (1 OF 6)

Lesson Plan Template

Teacher: Subject: Grade:

I. Domain: Focus for Learning

HQSD data sources used to develop measurable and developmentally appropriate student growth goals (attach analysis):

Academic Standard:

Connections to prior/future learning and/or other disciplines/real world experiences:

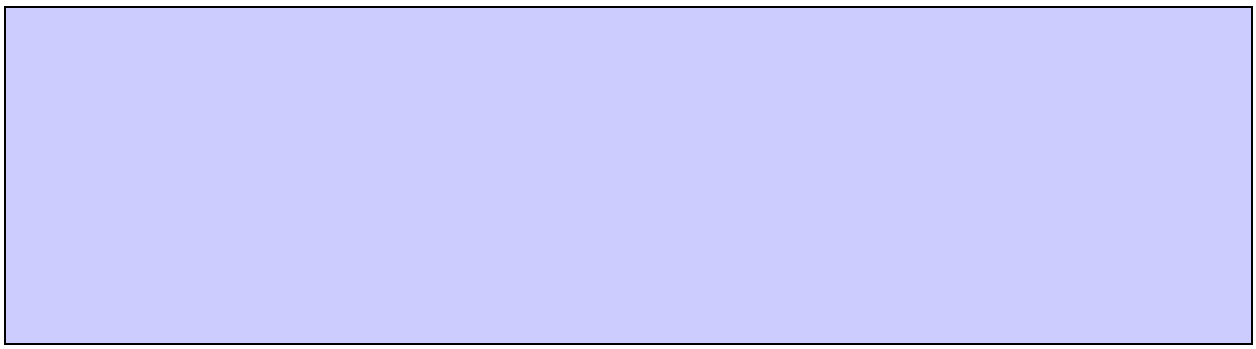
II. Domain: Knowledge of Students

Instructional plan reflections (How does this lesson connect to prior learning, student strength/weakness, background interests, skills, etc….):

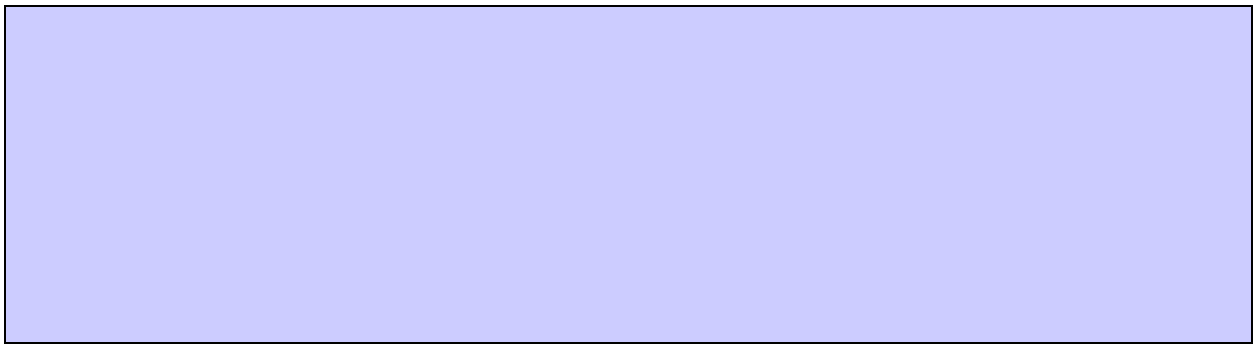
Differentiation:

Accommodations:

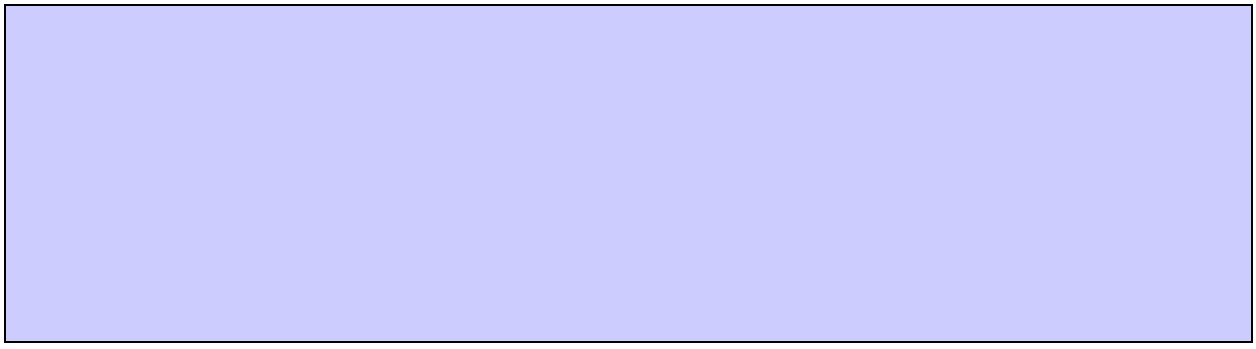
Strategies:



Monitoring Understanding:

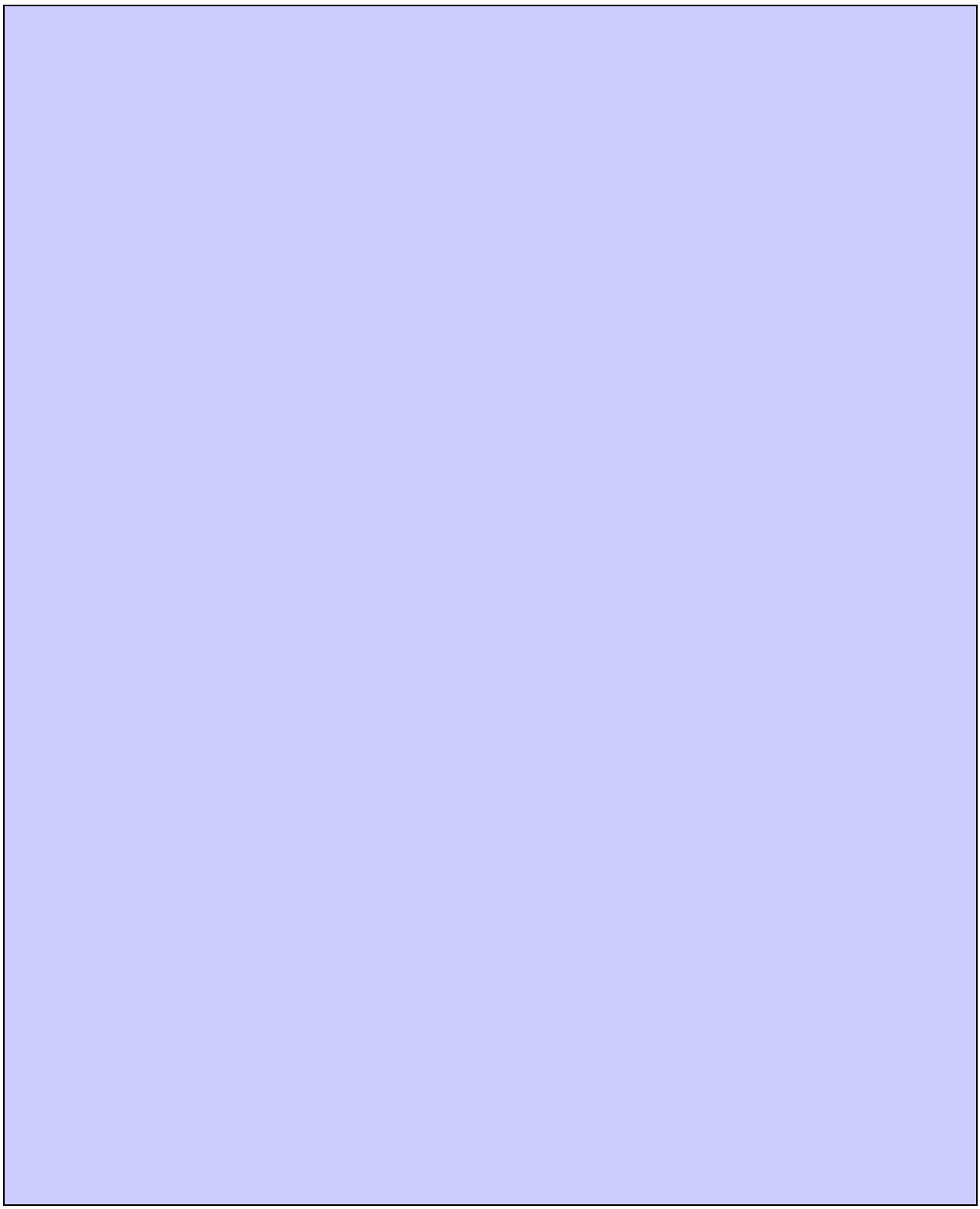


Gist of the lesson/Goal:



Attach Resources/Materials

III. Domain: Classroom Environment



IV. Domain: Assessment of Student Learning

Diagnostic, formative, and/or summative assessment that will measure target learning experience:

Data patterns and trends utilized to anticipate learning obstacles, to modify instruction, or to differentiate:

HQSD sources used to demonstrate growth or achievement:

How you know your student met the goal for this lesson:

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students. .	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

FORM H

Final Holistic Rating of Teacher Effectiveness - Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)				
Formal Focused Observation **Focus Area(s):** Focus for Learning Knowledge of Students Lesson Delivery Classroom Environment Assessment of Student Learning Professional Responsibilities				
Professional Growth Plan (or Improvement Plan) Goal(s):				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature **Signature Date**

Evaluator Signature **Signature Date**

BERNE UNION LOCAL SCHOOL DISTRICT
Article 10, Part B PERFORMANCE REVIEW
COVER SHEET

Member's Name _____

Evaluator's Name _____

School _____ Grade _____

Subject _____ Evaluation Year _____

Time Line Schedules Date:

Notification of Cycle Step _____

First Observation _____

Post-Conference _____

Second Observation _____

Post-Observation _____

Conference Regarding Deficiencies

(if needed) _____

Plan of Assistance Conference

(if needed, then see attached form) _____

(Use additional sheet if necessary)

CONTRACT RECOMMENDATIONS

The following contract recommendations will be made to the Superintendent:

_____ Annual evaluation (no contract recommendations at this time)

_____ Renewal _____ 1 year _____ 3 year _____ continuing

_____ NonRenewal

_____ Termination

The signature below certifies that the member has reviewed this contract recommendation in conference and has received a copy of the form. This signature does not necessarily mean that agreement exists.

A copy of this form will be placed in the member's personnel file.

_____ _____ _____
Signature of Member Date Signature of Evaluator

OBSERVATION NOTES OF ADMINISTRATOR

Date of Observation _____ Time In _____ Time Out _____ Subject _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signatures indicate that the member has seen the observation notes, not necessarily that he/she agrees.

_____ _____ _____

Signature of Member Date Signature of Evaluator

BERNE UNION LOCAL SCHOOL DISTRICT
Article 10, Part B MEMBER EVALUATION
PERFORMANCE REVIEW

Member _____ Building _____

Subject _____ Date _____

Check the appropriate box. "Needs Improvement" requires a comment and suggestions for improvement. If additional room for comments is needed, use the back of sheet. Comments for "effective" are encouraged, not required. If the item is not observed or not applicable, "NA" shall be inserted in the "effective" box.

Effective	Needs Improvement		
		A.	**PROFESSIONAL REVIEW**
		1.	Is punctual.
		2.	Displays knowledge of subject matter.
		3.	Displays enthusiasm.
		4.	Accepts recognition and/or criticism appropriately.
		5.	Accepts professionally-made group decisions without necessarily agreeing.
		6.	Attempts to work understandingly and cooperatively with parents.
		7.	Attempts to work understandingly and cooperatively with school personnel.
		8.	Uses discretion and consideration in speaking of confidential school matters.
		B.	**TEACHING PERFORMANCE**
		9.	Utilizes effective management in discipline.
		10.	Utilizes effective management in duties.

Effective	Needs Improvement	
		11. Is alert to pupil needs.
		12. Develops pupil interest.
		13. Enforces the student handbook.
		14. Meets deadlines promptly.
		15. Attempts to develop in each student a positive self-image.
		16. Assesses students fairly as to the abilities and aptitudes.
		17. Maintains accurate records.

Comments:

Comments by member:

Additional comments by evaluator:

The signature below certifies that the member has reviewed this in conference and has received a copy of the form. The signature does not necessarily mean that agreement exists. Member comments may be added to the sheet - dated and signed.

_____ _____ _____

Signature of Member Date Signature of Evaluator

APPENDIX E

SCHEDULE OF BENEFITS

Prescription Drug Expense Benefits
For Employees and Dependents

Copay amount for:	
• Retail Pharmacy - generic	$5 per prescription or refill
• Retail Pharmacy - formulary	25% of the cost up to a maximum copay of $100 per prescription or refill
• Retail Pharmacy - brand	50 % of the cost up to a maximum copy of $150 per prescription or refill
• Mail Service - generic	$10 per prescription or refill
• Mail Service - formulary	$30 per prescription or refill
• Mail Service - brand	$60 per prescription or refill
Maximum benefit per calendar year	
• Retail Pharmacy	$2,000 per Covered Person
• Mail Service	$5,000 per Covered Person
Dispensing limit	
• Retail Pharmacy	90 days
• Mail Service	90 days

Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. No benefits are payable for prescription drugs purchased at non-Member Pharmacies.

Effective with newly prescribed medication, after July 1, 2006, the most cost effective drug (step-one or first-line), rather than more costly drug (step-two or second-line) will be dispensed first.

The purpose of this provision is to use drug sin a sequential therapy program. 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.

SCHEDULE OF BENEFITS - PLAN B

Prescription Drug Expense Benefits
For Employees and Dependents

Copay amount for:	
• Retail Pharmacy - generic	$5 per prescription or refill
• Retail Pharmacy - formulary	25% of the cost up to a maximum copay of $100 per prescription or refill
• Retail Pharmacy - brand	50 % of the cost up to a maximum copy of $250 per prescription or refill
• Mail Service - generic	$10 per prescription or refill
• Mail Service - formulary	$80 per prescription or refill
• Mail Service - brand	$160 per prescription or refill
Maximum benefit per calendar year	
• Retail Pharmacy	$2,000 per Covered Person
• Mail Service	$5,000 per Covered Person
Dispensing limit	
• Retail Pharmacy	90 days
• Mail Service	90 days

Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. No benefits are payable for prescription drugs purchased at non-Member Pharmacies.

Effective with newly prescribed medication, after July 1, 2006, the most cost effective drug (step-one or first-line), rather than more costly drug (step-two or second-line) will be dispensed first.

The purpose of this provision is to use drug sin a sequential therapy program. 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.