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NEGOTIATED AGREEMENT

BETWEEN THE

BUCKEYE LOCAL CLASSROOM TEACHERS' ASSOCIATION/OEA/NEA-LOCAL

AND

BUCKEYE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

SEPTEMBER 1, 2026
THROUGH
AUGUST 31, 2029

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Buckeye Local School District (hereinafter "Board") and the Buckeye Local Classroom Teachers' Association/OEA/NEA-Local (hereinafter "Association").

ARTICLE I – RECOGNITION

A. RECOGNITION

1.01 The Board recognizes the Buckeye Local Classroom Teachers' Association OEA/NEA-Local hereafter the "Association"/ "Union" as the exclusive representative for the bargaining unit consisting of all certified or licensed salaried personnel employed by the Board on a full-time or part-time basis. A substitute teacher with an assignment to one specific teaching position shall after sixty (60) days of service in such position become a member of the bargaining unit. Excluded from the bargaining unit shall be the Superintendent, Assistant Superintendent, all administrative directors, and principals. Assistant principals, supervisors, substitutes other than those identified above and any other confidential supervisory, or management level employee as defined in Section 4117.01 of the Ohio Revised Code.

1.02 The term "employee" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit, excluding those as defined immediately above.

1.03 The Board agrees not to bargain with or to recognize any employees' organization representing salaried personnel other than the Association for the duration of this Agreement without challenge as provided for in Section 4117.03(A)(1) of the Ohio Revised Code.

1.04 It is agreed by both parties that all employees have the right to join or not to join the Association.

B. EQUAL OPPORTUNITY EMPLOYER

1.05 The Board shall be an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoffs, or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, or sex**,** ancestry, citizenship status, economic status, age, disability, military status gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, and union membership or activism and legally acquired information.

1.06 All personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by Local, State, or Federal law. The Board of Education shall respect and uphold each employee's rights to privacy and constitutional rights as citizens.

ARTICLE II – NEGOTIATIONS

A. NEGOTIATIONS PROCEDURE

2.01 Alternative Procedure Established: Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure which supersedes the procedures listed in Section 4117.14(c)(2)-(6) and any other procedure to the contrary.

2.02 Scope of Bargaining: The scope of bargaining by and between the Board and the Association shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

2.03 Initiation of Bargaining: In accordance with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement.

2.04 A negotiations request from the Association will be sent to the President of the Board of Education and Superintendent of Schools. A negotiations request from the Board of Education will be sent to the President of the Association.

2.05 The initiating party will offer to bargain collectively with the other party for the purpose of modifying or termination the existing Agreement or negotiating a successor Agreement. The initiating party will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.

2.06 Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. On or before ninety (90) days prior to the expiration of the contract term, a mutually convenient meeting date for the first negotiation session shall be arranged.

2.07 Items to be negotiated must be written in contract language and all changes in salaries, wages, hours and fringe benefits must be clearly stated. No additional items may be introduced for negotiations after the initial submission unless both parties mutually agree.

B. NEGOTIATIONS MEETINGS

2.08 Before each negotiating session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

2.09 Time: Such meetings shall not be conducted during the regular school day, unless called by the Board. Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings.

2.10 Caucus: Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

2.11 Representation: Representatives of the Board and the Association shall be limited to five (5) members each at the bargaining session. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Each party shall designate a spokesperson to present items for consideration. Discussion will be open after items are presented.

2.12 Use of Consultants: Either party may use an outside consultant to assist them in negotiations.

2.13 Exchange of Information: Upon reasonable request, the Board shall make available to the Association, and the Association shall make available to the Board, all public information pertinent to the issues being considered, such as the financial condition of the District that is routinely produced. The Board and the Association shall incur no special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.

2.14 Agreement: When tentative agreement is reached on all matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for its consideration, and possible ratification. If ratified, the tentative agreement shall be submitted to the Board for its consideration, and possible approval. If approved by the Association and the Board, the collective bargaining contract shall be signed by both parties.

2.15 Negotiations shall be completed on or before forty-five (45) days before the expiration date of the Agreement.

If forty-five (45) days prior to the expiration of the agreement the parties have not reached agreement, either party may request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The mediator shall have no authority to bind either party to an agreement. The mediation period may be extended by mutual agreement between the parties. No party may declare impasse unless the mediation step has been attempted.

In the event an agreement is not reached by negotiations, either of the parties shall have the option of declaring impasse.

2.16 Impasse occurs whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified, and the parties have become intransigent pertaining to unresolved negotiations issues.

2.17 Impasse: If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.

a. In the event that agreement has not been reached within the negotiations period, either party may declare a bargaining impasse by delivering to the other party a written statement of impasse. Prior to the appointment of an arbitrator, the parties shall exchange their latest proposal on all items on which impasse has occurred.

b. Within ten (10) days of declaration of impasse, the parties will name an arbitrator to offer an independent opinion of the position of the parties. The arbitrator will be selected from a list of seven names submitted by the American Arbitration Association in accordance with the voluntary labor arbitration rules.

c. The arbitrator shall conduct hearings within twenty (20) days of the selection and review such documents as necessary preliminary to making recommendations. The arbitrator shall make written recommendations for settlement. The authority of the arbitrator is further limited to making written recommendations only upon the specific issues introduced under section 2.07 which have not been tentatively agreed upon by the parties. The authority of the arbitrator to make written recommendations for settlement is also confined to the position of the parties as expressed in their respective latest proposals on all items upon which impasse occurred. Notwithstanding the previous sentence, however, the arbitrator may also recommend a settlement that falls between the latest proposals of the parties on items which impasse occurred.

d. Any costs and expenses which may be incurred in securing and using the service of any person in an advisory or consulting capacity, including each party's representation on the arbitration, shall be the sole responsibility of the party securing the individual for the services. The remaining expenses for the arbitration, including the cost of the services of the arbitrator shall be shared equally by the parties.

e. The terms of this agreement shall remain in full force and effect until fourteen (14) days after the arbitrator has issued his/her recommendations. Thereafter, the Association and the Board shall have the right to proceed in accordance with 4117 of the Ohio Revised Code.

2.18 There shall be one (1) signed copy of any final agreement which will be executed within sixty (60) days of the final tentative agreement between the parties. An electronic copy shall be provided to the Association and an electronic copy sent to the State Employment Relations Board. (SERB)

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITIONS

3.01 "Association": Buckeye Local Classroom Teachers' Association.

3.02 "Administration": Superintendent, Assistant Superintendent, directors, supervisors, coordinators, building principals and assistant principals.

3.03 "Board of Education" and "Board": Buckeye Local Board of Education.

3.04 "Days": days when the schools' administrative offices are open for public business in this Article and throughout the contract, unless indicated otherwise.

3.05 "Grievance": a complaint that an alleged violation, misinterpretation or misapplication of the written provisions of the parties' negotiated agreement has been enforced by the Administration or Board of Education.

3.06 "Grievant": a teacher(s) or his/her Local Association President initiating a claim as defined in Section A, Paragraph 3.05. (Where more than one person is a grievant, each shall sign the grievance unless the Association is the grievant and then a single representative will sign it.)

3.07 "Immediate Supervisor": administrator having immediate supervisory responsibility over the grievant, ex: building principal, the administrator who has the authority to resolve a grievance.

3.08 "Teacher": member of the bargaining unit.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

3.09 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

3.10 The purpose of these procedures is to secure, at the lowest level, the administrator having authority to resolve the grievance, and equitable solutions to grievances. Therefore, a grievant may initiate the Informal Procedure, or file a grievance at the step of the appropriate Administrator who has authority to resolve the issue. All parties agree that grievances will be kept as confidential as is appropriate**,** except as otherwise required by law, and processed as expeditiously as possible.

C. TIME LIMITS

3.11 In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing.

3.12 If the grievant does not file a grievance, in writing, within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived. (Exception -- if the occurrence takes place during the last ten days of the school year the grievance must be filed within twenty-one (21) calendar days of the occurrence.

3.13 If a decision on a grievance is not appealed within the timelines specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at the step and further appeal shall be barred.

3.14 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.15 All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered, sent by email or mailed by certified mail, return receipt requested to the Association President and Superintendent.

3.16 Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

3.17 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. INFORMAL PROCEDURE

3.18 Informal Procedure: A grievance, except as indicated in 3.10, shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

E. FORMAL PROCEDURE

3.19 Step One: If the grievance is not resolved within five (5) days of the informal claim it may be pursued further by submitting a completed Grievance Report Form, which must cite specific sections of the contract being grieved at all levels of grievance, Step I, in duplicate by the eighth day following its presentation to the informal level. Copies of this form shall be submitted by the grievant to the immediate supervisor, and to the chairperson of the Association Grievance Committee. Within ten (10) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting, by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

3.20 Step Two: If the grievant, is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Grievance Report Form, Step II, and submit same to the Superintendent within five (5) days of the receipt of its disposition at Step I level. Within ten (10) school days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within five (5) days of the meeting, the Superintendent shall write his/her disposition of the Grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.

3.21 Step Three: If the aggrieved is not satisfied with the disposition of the grievance at Step Two, he/she may, within five (5) days, submit the grievance to Step Three – The Board of Education. The Board shall, at their next regular board meeting, (unless notice is received less than five (5) days before the scheduled meeting, in which case the grievance will be held at the subsequent board meeting), conduct a review of the grievance in executive session with both parties present in executive session. The Board shall render their decision in writing within ten (10) days of the review. If said decision is not timely filed, the grievance shall be sustained.

3.22 Step Four: If the decision by the Board does not resolve the grievance, the grievance may be appealed to FMCS mediation. Both parties must mutually agree to the mediation in Step Four. If the parties do not mutually agree to mediation, the grievance shall move to Step Five. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) days from the receipt of the Board's written response to the grievance. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to Grievance Report Form, Step V.

3.23 Step Five: If a resolution of the grievance is not achieved at Step Four, or Step Three if Step Four Mediation was not utilized, the grievant (through the Association) may, within ten (10) days from the receipt of the written receipt at Step Four, or Step Three if Step Four Mediation was not utilized, request a hearing before an arbitrator by completing Grievance Report Form, Step V. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board, or its designated representative, and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7)

names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association.

The toss of a coin shall determine who strikes first. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract or Ohio Revised Code, nor add to, detract from, or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed therein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching the determination. All expenses for the arbitrator shall be shared equally by the Board and the Association.

F. MISCELLANEOUS

3.24 Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

3.25 In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue to proceed but shall be liable for any expense incurred thereafter in such proceeding.

ARTICLE IV – PAYROLL DEDUCTION

A. PROFESSIONAL DUES

4.01 Annually, a list of teachers desiring dues check-off shall be filed with the Treasurer of the Board of Education by 8:00 a.m. the first Monday after second payday. If deductions are not submitted by that time, the Association will submit the deductions not submitted by that following pay period and one less deduction will be made. (If on time by the second pay period, 20 deductions will be made. If submitted after then, one less deduction will be made for each pay period submitted late.)

4.02 Authorization for dues checkoff shall be continuing until revoked in writing with notice to both the Union and the District Treasurer. Any individual who wishes to cancel their membership must notify the Board Treasurer and the Association Treasurer between August 1 and August 31.

4.03 One monthly check shall be sent within five (5) days after deduction is made to the local Association treasurer covering the local dues.

4.04 One monthly check shall be sent to the O.E.A. for O.E.A. dues, district dues, and N.E.A. dues.

4.05 The Board will pay an annual stipend to the Association Representatives who serve on the BLCTA Executive Committee. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum amount allowed by ORC 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of the stipends, including any applicable retirement costs/workers compensation/Medicare.

B. ANNUITIES

4.06 Annuities program will be authorized by the Board of Education when the necessary conditions of the annuities fund have been met. Teachers shall be granted payroll deduction for their monthly payments to such annuities programs. Such deductions shall be in equal amount and deducted from the teacher's payroll. Each employee shall have the responsibility to determine that the employee's payroll deduction for tax sheltered annuities does not exceed the maximum amount provided under the Internal Revenue Code and regulations applicable thereto and shall not seek any payroll deduction in excess of that amount. Each employee, upon request of the Treasurer, shall provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board, unless the error is the fault of the Treasurer or Board.

4.07 Forms to request such payroll deductions shall be provided to teachers by the Treasurer of the Board.

4.08 Such deductions shall continue from month to month, year to year, until employment terminates, or the teacher gives written notice to the Treasurer of the Board requesting such payments to be revised and must be filed with the Treasurer.

C. CREDIT UNION

4.09 Credit Union deductions will be authorized by the Board of Education when the forms have been completed and forwarded to the Treasurer's Office.

D. OTHER DEDUCTIONS

4.10 Other deductions, available to teachers upon request to the treasurer in writing, include: U.S. Savings Bonds, Mutual Funds, Political contributions, and additional Ohio State Income Tax, out of State Tax, and Insurances. Direct Bank Deposits are also available upon written request to the treasurer. (Specific dates and data will be provided by the treasurer.)

4.11 Fair Share Fee
If fair share is determined to be constitutional by the United States Supreme Court, the parties will insert the language from the 2016-2019 Negotiated Agreement, in a manner that complies with any Supreme Court decision.

4.12 Pay Periods
Employees will be compensated on the basis of twenty-six (26) pays per year. On occasion, the treasurer must adjust the pay dates to prevent employees from being paid in advance (estimated to

occur every 6 to 7 years). On such occasions, employees will be compensated on the basis of twenty-seven (27) pays per year. Bargaining unit members will be informed in writing before the end of the school year preceding the implementation of the 27 pay periods in a particular contract year. In addition to the written notice, the pay adjustment will be reviewed with employees during the annual first teacher workday in the school year in which the 27th pay period is implemented.

ARTICLE V – ASSIGNMENTS AND TRANSFERS

5.01 The Superintendent of Schools has the statutory authority to direct and assign teachers of the schools under his supervision and shall make the final determination regarding which employee is qualified for a position.

5.02 Changes in assignments, with regard to grade in elementary schools, and subject area in secondary schools, of all teachers remaining under contract shall be issued to the teacher in writing within fifteen (15) days following the last day of the school year. Only unforeseen circumstances shall necessitate some reassignment at a later date. The principal shall provide the reason for the change of assignment. Changing assignments between buildings is considered a transfer as explained in section 5.03 through 5.07.

1. Should any changes in building or teaching assignment occur less than five (5) days before the beginning of school or any time after the beginning of school, the teacher shall be aided in the packing and unpacking of any materials associated with a physical move. If the change is after the beginning of the school year, a substitute teacher will be provided for a minimum of one day to assist in preparation for the change.

5.03 Voluntary Transfers: The Superintendent shall post openings as set forth in 6.02 as they become available. Each list shall be posted on the bulletin board of every school building for five (5) days. As postings become filled, they shall be marked "canceled" by the school secretary or principal.

a. When it has been determined by the Superintendent that an administrative position is open in the school district, a notification of that opening will be placed on the bulletin board of every school.

b. Teachers will be permitted to transfer within the Buckeye Local School District when a position is vacant, under the following conditions:

1) Teachers may submit written transfer requests either for one or more specific positions or submit an open request indicating their personal desires.

2) The transfer is subject to the approval of the Superintendent and principals, where the vacancy occurs.

3) If two or more teachers are equally qualified for the position, seniority in the Buckeye Local School District shall be the determining factor in the selection.

4) Teachers may apply for vacant positions which are not included in the bargaining unit. Neither the Superintendent nor the Board are obligated to consider teachers for a non-bargaining unit position.

5.04 A transfer request will be considered valid until one of the following occurs:

a. The teacher requests its cancellation.

b. The positions applied for are all filled.

5.05 Transfer request forms shall be made available in each building.

5.06 Should a vacancy occur once the school year has begun, and teachers have been assigned to classrooms, the vacancy will not be posted for teacher transfers within the District. The person filling the vacancy will do so on a one-year basis, and the position will be posted for those interested for the next school year, should the position still be needed.

5.07 Involuntary Transfers: Before an involuntary transfer occurs, a meeting with bargaining unit members and administration (including a representative from central office) in the building and/or grade level affected will take place. The bargaining unit members involved in this meeting will be afforded the opportunity to agree to a voluntary transfer prior to any involuntary transfer taking place.

Involuntary transfer shall be initiated by a conference between the Superintendent, or designee from the Central Office Administration, and the teacher. Written notice shall be given to the teacher, as soon as practicable and under normal circumstances, not later than the end of the school year. No teacher may be involuntarily transferred or reassigned for punitive reasons.

a. When it is necessary to eliminate a class within a grade level, the superintendent may consider the following unless the state or federal law specifies differently when involuntarily transferring the teacher.

   i. Licensure
   ii. Teacher qualifications and teacher performance rating
   iii. District seniority

b. Employees with thirty (30) years or more of continuous district seniority shall not be involuntarily transferred unless failure to do so would result in a reduction in force. The bargaining unit member will be afforded the opportunity to agree to a voluntary transfer.

c. Notice: The teacher shall receive a minimum of 10 working days' notice for any involuntary transfer that is set to occur.

d. Compensation for Time: In the event that a teacher's instructional courses are changed after the first day of school, the teacher will be offered up to 2 (two) professional days in order to prepare for the new instructional courses.

e. Curriculum Support: The district shall provide access to curriculum materials and necessary instructional resources prior to the start of the new assignment.

ARTICLE VI – POSTING VACANCIES

6.01 Vacancy: Definition - for the purpose of posting a position, a vacancy shall exist when the Superintendent decides to fill a position that becomes available due to one of the following occurrences: death, STRS disability retirement, Board approved retirement, termination, non-renewals, new position, resignations, transfers, promotions, and all supplementary positions

6.02 Each post shall include the following if applicable:

a. Position(s) available, including grade level(s) and subject(s)

b. Building where vacancy exists

c. Certification/licensure and requirements for vacancy required by the State Department of Education

d. Essential functions of the position and qualifications

e. Deadline for application (last day for bidding)

f. Who the applicant can contact for additional information

g. Effective starting date

6.03 The Board of Education, through its administration, shall post in each of its buildings (attending areas) teaching vacancies as they may occur. No vacancy shall be permanently filled until the vacancy has been posted for five (5) working days. A working day is any day the administrative offices are open for business (excluding holidays). The Association President will receive a copy of all postings, position requests and newly awarded positions.

6.04 Summer Vacancies: Summer vacancies will be posted at the Central Office and on the district website and sent to all licensed employees via school email system. One copy of summer vacancy postings for all teaching and administrative positions will be sent immediately to the Association President and building representatives. The Association will provide the Superintendent with a list of building representatives by May 1st of each year.

a. Unit members requesting a change in position or building will submit a completed form to the Superintendent and Association President. The Superintendent and Association President will compare requests. All transfer requests must be submitted prior to the end of the last day of school each year.

6.05 The Board shall publish vacancies between August 1 and August 7 for a period of three (3) days.

6.06 No publishing or posting will be required for vacancies occurring between August 8 and the student reporting date.

6.07 Should a vacancy occur after the first student day of the year, and teachers have been assigned to classrooms, the vacancy will not be posted for teacher transfers within the District. The person filling the vacancy will do so on a one-year basis, and the position will be posted for those interested for the next school year, should the position still be needed.

6.08 Certification Transparency: Each posting must explicitly include all eligible certifications and licenses (e.g., P-3, K-12, 1-8, 4-9, K-8, 7-12) that the District will accept for the position.

ARTICLE VII – LEAVE OF ABSENCE

A. QUALIFIYING ITEMS WHICH APPLY TO LEAVE OF ABSENCE

7.01 Written application for a leave of absence shall be given to the Superintendent. The teacher shall specify the date of the beginning and expected duration of the leave and shall give the Board of Education as much advance notice as possible as to not disrupt the educational process. No teacher may be employed outside of the school district while on any leave approved under this Article. Any FMLA leave granted to an employee shall run concurrently with any leave taken under this Article.

7.02 Only the Board of Education may approve such leaves upon the recommendation of the Superintendent and within the provisions of the Ohio Revised Code governing such leave.

7.03 A teacher returning from a leave shall be granted the same or similar position as held when such leave commenced.

7.04 Leaves may be extended by request of the teacher and approval of the Superintendent and/or Board of Education.

7.05 Prior to the end of the leave, the teacher shall give the Board of Education written notice before returning to his/her position.

7.06 Failure to report to duty following the expiration of a leave of absence, unless additional absence is authorized, shall be considered by the Board of Education as termination of contract by the employee.

7.07 Child-Rearing Leave

a. A leave of up to one year will be granted to a parent for child rearing. It will be without pay.

b. A parent on child rearing leave may request a second year of such leave.

c. Insurance benefits shall be maintained during such leave upon payment of the premiums by the teacher to the Treasurer five (5) days prior to the insurance premiums due date(s).

7.08 Medical Leave of Absence

a. Any teacher in the bargaining unit will be granted an unpaid medical leave of absence if they present, at the time of the request, a written statement signed by his/her physician indicating that medical leave is in order. When such employee notifies the Board of his/her intent to return to work, a written statement by his/her physician will be necessary indicating that said individual is again physically and mentally capable of performing his/her former duties.

b. Insurance benefits shall be maintained during such leave upon payment of the premiums by the teacher to the Treasurer five (5) days prior to the insurance premiums due date(s).

c. Upon notification to the Board, teachers shall be granted Family Medical Leave in accordance with Federal Law.

7.09 Personal Leave

a. The purpose of this policy is to present the opportunity for certified employees some time off, without loss of pay, to conduct business of a personal nature including but not limited to educational opportunities for dependents which cannot be conducted at any time other than school time.

b. All personal days shall be unrestricted. Personal days shall be granted at the rate of four (4) days per year, up to five (5) days provided the teacher has not used his personal days previously. One unused personal leave will automatically rollover into the next school year and any remaining personal leave will be transferred to sick leave.

c. As much notice as is possible will be given to the immediate supervisor when using personal leave. Two or more days are suggested.

d. Forms for use shall be completed on the employee's kiosk. Administration shall approve these days within two weeks of submission.

e. The teacher using personal leave is not required to state the reason for such leave. No more than three (3) days can be used consecutively. Personal leave will not be charged to sick leave.

f. Not more than one personal day can be utilized before or after any holiday or vacation designated in the school adopted calendar.

Restriction: No more than six (6) unit members in the high school building, three (3) unit members in the junior high building, or two (2) unit members in the elementary school building shall be granted personal leave before or after any holiday or vacation designated in the school adopted calendar.

Personal leave will be approved on a first applied basis (date application submitted to administration). In case of ties, seniority shall determine who receives the personal leave based on the annual seniority list.

g. Abuse of this policy will be considered justification for disciplinary action against the individual and continued abuse may result in a recommendation for contract termination.

h. Each employee shall be notified annually of the total unused personal leave days prior to the opening of school.

7.10 Professional Leave

a. Policy, definition, intent and purpose: Professional leave is defined as time away from school for the purpose of participating in meetings, conferences or school activities of which the intent and purpose will be to have a direct positive effect on the educational activity of the teacher and the school programs to which said teacher is assigned.

b. Authorization: When making application to attend professional meetings, applications will be submitted to the building principal who will submit the application to the Superintendent. An applicant for professional leave is required to use the application form provided by the Board.

Such application shall be submitted at least one (1) week in advance of the day for which the leave is requested and sooner if possible.

c. Restriction: A unit member granted professional leave for his/her supplemental assignment will not be reimbursed by the Board for any expenses incurred for such leave. No more than six (6) unit members in the high school building, three (3) unit members in the junior high building, or two (2) unit members in the elementary school building shall be granted professional leave for his/her assignment at any one time.

If the limitation is exceeded by the number of unit members in a building desiring to take professional leave, professional leave will be approved on a first applied basis (date application submitted to administration). In case of ties, seniority shall determine who receives the professional leave based on the annual seniority list.

The building principal may also limit the use of professional leave based upon the inability to staff classes being vacated. However, the unit member has the opportunity to find a sub to resolve the principal's limitation, subject to the principal's approval of a substitute called by the unit member.

d. Use: A unit member shall be permitted two (2) days professional leave per year to attend professional meetings dealing with subject matter and teacher ideas within his/her teaching or supplementary assignment with the Board.

e. Reimbursement: If professional leave is requested by the District and approved by the District, the District will cover all costs. The District reserves the right to select the accommodation location and daily reimbursement allowance for such leave. These amounts shall be preapproved. If professional leave is requested by a faculty member and approved by the district, then the faculty member will be reimbursed for his/her attendance at this meeting. The approved rate per mile will be paid (limited to 400 miles round trip), as well as registration fees (not to exceed $50.00), lodging and meals, when such a stay is necessary to attend or participate in the meeting or because of distance of travel being too far to complete in one day. The meals shall be paid in full (not to exceed $22.50 per day). Lodging will be reimbursed for one night (at a rate not to exceed $40.00 per night). If the meeting extends for three (3) days, one of which is Saturday, or Sunday, then two nights of lodging will be reimbursed (not to exceed $40.00 per night). The bargaining unit member at all times remains responsible for any IRS tax liability or other implications resulting from the reimbursement of expenses.

f. An additional two (2) days professional leave may be granted by the Superintendent, if the request is reasonably related to the teacher's job responsibility.

g. A teacher who accompanies a Buckeye Local School District student who is participating in approved district, regional, or state competition, shall not have such days charged to professional leave. The Superintendent must approve these requests.

h. If two or more persons from the District are attending the same meeting, they should attempt to ride together. Obviously, no person will charge mileage to the District, unless he/she actually does drive to the meeting.

7.11 Sabbatical Leave

Sabbatical leave for each employee may be recommended by the Superintendent and such recommendation may be approved by the Board of Education provided the following requirements have been satisfied by each employee:

a. Sabbatical leave may be approved only for those employees who have taught in the Buckeye Local School District for five (5) years of additional teaching in the Buckeye Local Schools;

b. Sabbatical leave for professional self-improvement shall be granted for a specific period requested by the employee of not more than twelve (12) calendar months, but not less than one semester;

c. A planned program for the sabbatical must be approved by the Superintendent prior to making a recommendation to the Board;

d. Each employee shall receive the difference of their annual salary and the salary of the substitute hired to replace the member of the bargaining unit on leave. The employee on sabbatical leave shall receive all other fringe benefits as they would have received if they remained in their full-time teaching position;

e. It is understood that the employee has a professional obligation to return to employment in the Buckeye Local School District upon the expiration of the leave. If the employee fails to return, he/she shall reimburse the Buckeye Local School District for all expenses of the sabbatical leave within twelve (12) months of his/her scheduled return.

7.12 Assault Leave

Assault leave shall be granted to an employee who is absent due to physical disability resulting from an assault which occurs during, or is the direct result of, the performance of the specific duties for the Buckeye Local Board of Education, and who complies with the following conditions adopted by the Board of Education:

1) The employee is required to furnish a signed statement on forms prescribed by the Board of Education to justify the use of assault leave;

2) A signed certificate from a licensed physician stating the nature of the disability and its duration is required before assault leave can be approved.

Assault leave granted under this policy shall be for a maximum of 185 workdays and cannot be charged against sick leave or personal leave. The employee shall receive full pay, including fringe benefits, while on such leave. The Board of Education reserves the right to require an additional physical examination at Board expense to substantiate need and duration of assault leave. If such leave extends beyond the summer months, the Board of Education shall require an additional physical examination at Board expense prior to the beginning of the new school year. Should the physician's reports be conflicting, the Board and the individual teacher involved shall agree to an impartial physician to examine the

employee and make final recommendation to the Board. Falsification of either a signed statement or physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code. The professional staff member must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s). In the event the professional staff member requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will request professional legal assistance from the prosecuting attorney's office.

7.13 Sick Leave

a. Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

b. Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

c. Immediate Family: Shall include spouse, domestic partner, children, stepchildren, father, mother, brother, sister, aunt, uncle, stepfather, stepmother, stepbrother, stepsister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and other relatives living in the employee's immediate household.

d. Death Outside the Definition of Immediate Family: two (2) days per school year may be charged to sick leave or personal leave for death of others.

e. Unused sick leave shall be cumulative without limitation.

f. The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124. 38 of the revised code or pursuant to this section, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.

g. Kiosk Timeline: All sick leave shall be reported to the Board through the employee kiosk or similar mechanism as soon as possible but no later than five (5) days after the absence.

h. If medical attention is required, the employee shall so indicate on the sick leave form and shall state the date or dates of such attention. If medical attention is required, the Superintendent or his/her central office administrator designee may contact the unit member in person and the unit member shall, upon request, give the name of the physician consulted. Refusal to give the name of the consulted physician upon such request shall be grounds for disciplinary action.

i. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code.

j. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.141 of the Revised Code.

k. Each regularly employed teacher shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be accumulated during the first four months of employment.

l. Each regular teacher who has exhausted his accumulated sick leave shall be granted an advancement of five (5) days of sick leave.

These advanced days will accumulate during the next four months of the employee's return to work. Further sick days may not be approved until all advanced sick days have been re-paid.

m. Sick Leave Bank

1) Establishment

(a) Each certified staff member may contribute up to ten (10) days of his/her accumulated sick leave to the Sick Leave Bank during the annual enrollment period.

(b) During the year, bank members upon agreement of the Sick Leave Bank Committee may donate additional days.

(c) The annual enrollment period shall be from the start of the school year through October 15. New teachers hired after the school year has commenced will have 30 days from the time of their employment to enroll. The donated day(s) is/are not returnable.

(d) Current members of the sick leave bank to continue their membership must contribute at least one additional day every odd numbered year. This contribution must be made from the beginning of the new school year through October 15 of that odd numbered year.

(e) If thirty (30) participants are not enrolled by the annual enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account. The bank will not be established for that year.

2) Operational Procedures

(a) A loan for the use of sick leave bank days will be limited to situations that which, in the judgment of an employee's physician, the employee, his or her spouse, children, stepchildren, or parents have suffered a catastrophic or serious illness or injury. It is not intended to include pregnancy or childbirth unless there are catastrophic or serious consequences to mother or child.

(b) A doctor's statement is required with the application to be considered for a loan.

(c) A loan will be considered only after the individual has used all of his/her accumulated sick leave/personal leave and has used possible advances of sick leave days under the Master Agreement.

(d) Sick leave bank days cannot be used if the employee has applied for disability retirement.

(e) A majority of the Sick Leave Bank Committee must approve a loan.

3) Sick Leave Bank Committee

(a) The committee will be composed of the members of the BLCTA Executive Committee, which includes all BLCTA officers and building representatives.

(b) All decisions of the Sick Leave Bank Committee are final and not grievable nor arbitrable.

(c) The Sick Leave Bank Committee will annually review its guidelines.

(d) All work/record-keeping for Sick Leave Bank shall be done by the BLCTA and given monthly to the Treasurer's office.

n. Any item concerning sick leave, not covered in this Section VII, will be governed exclusively by O.R.C. 3319.141.

o. Bereavement Leave
In the event of the death and burial of a member of the immediate family the certificated staff member shall be paid for a period up to three (3) days without use of sick leave.

7.14 Association Leave

a. Duly authorized delegates or elected officers (up to four (4) people per meeting) shall be permitted to attend meetings of the National Education Association, Ohio Education Association, or the East Ohio Education Association, and School District without loss of pay.

b. No more than 4 persons may attend anyone meeting unless approved by the Superintendent.

f. Any expenses incurred in such meetings shall not be the responsibility of the Board of Education.

g. Union Leave will be provided for any Association member that is elected or appointed to OEA District, State, and or National offices.

7.15 Personal Illness Leave

a. To qualify for consideration for personal illness leave:

1) An employee must have completed ten (10) years of cumulative service in the Buckeye Local School District.

2) An employee must have no remaining accumulated sick leave and be under current contract with the Board of Education.

3) The request must be accompanied by a detailed doctor's statement verifying the seriousness of the employee's personal illness.

4) If the Board is not satisfied as to the seriousness of the illness, the Board may request a second opinion from an impartial doctor, to be determined by mutual agreement.

b. Upon satisfactory verification of the seriousness of the illness, the Board will grant a personal illness leave of not more than one (1) year for the purpose of the employee's personal illness.

d. Upon the granting of leave as detailed above:

1) The employee must pay to the Treasurer of the Board of Education, the employee portion of the single or family premium, thirty (30) days in advance of when the premium is due. Failure to make advance payment shall result in the teacher being withdrawn from the fringe benefit group plans and all Board responsibility will cease at that time of withdrawal.

(a) The employee will then be covered on the payroll records and shall qualify for all fringe benefits paid by the Board of Education for regular employees for a period of one (1) year only.

d. A teacher returning within the one (1) year period shall be granted a position for which he or she is certified and the appropriate contract status, upon presentation of the attending doctor's release.

e. At the end of the one (1) year period, the employee who is unable to return to work may request a one (1) year regular unpaid leave of absence with no Board paid fringe benefits.

f. Nothing in this section denies the employee from exercising their legal rights pursuant to O.R.C. 3319.131.

g. The following situations are exempted from this personal illness leave policy:

1) Those certified employees who, at the time of the request for personal illness leave, are receiving disability benefits from S.T.R.S.

2) Those certified employees on leave for the purpose of childrearing.

7.16 Unpaid Leave

a. An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Unpaid leave of absences are discouraged and will only be considered for approval by the Superintendent in rare and irregular instances as determined by the Superintendent. An unpaid leave, when approved by the Superintendent, will be calculated to include deduction of employee's daily rate of pay and one-twentieth (1/20) of the monthly premium of the Board paid hospitalization, major medical, dental and life insurance for each unpaid day of absence.

7.17 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights or privileges under the law arising out of the exercise of military leave.

ARTICLE VIII – ISSUANCE OF CONTRACTS

A. TERMS OF THE LIMITED TEACHERS CONTRACTS

8.01 The normal pattern of contract issuance will be:

First Contract -	1 year
Second Contract -	1 year
Third Contract -	3 years
and thereafter -	5 year contracts will be issued to those not eligible for consideration for continuing status.

8.02 The requirement of a multi-year contract as indicated in Article VIII, Section 8.01 may be waived by granting a limited one or two-year limited contract when professional improvement is needed as indicated through the evaluation procedure. If waived, the next contract offered to such employee shall be in accordance with the normal pattern of contract issuance of non-renewal.

8.03 A teacher becoming eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status upon meeting all requirements of the O.R.C. 3319.11. Said consideration shall occur biannually during the regularly scheduled Board meetings. Materials are to be submitted to the Office of the Superintendent prior to March 1st and August 1st.

8.04 The issuance of contract will remain the decision of the Board of Education based on recommendation from the Superintendent.

8.05 This section article shall not apply to a substitute teacher who becomes a member of the bargaining unit pursuant to Section 1.01.

8.06 This Article does not apply to supplemental contracts or Classroom Reduction Teachers.

ARTICLE IX – NONRENEWAL

A. NON-RENEWAL OF LIMITED CONTRACT TEACHERS

9.01 Non-renewal of teachers shall be pursuant to ORC §3319.11 and §3319.111 which terms shall be incorporated herein and survive any statutory revisions unless such revisions are specifically agreed to by the parties.

9.02 The recommendation of the building principal for non-renewal of limited contract for performance reasons will be based on an ineffective teacher performance rating after being assigned to the same grade or subject area for two (2) consecutive years. An ineffective teacher must be assigned a mentor and deficiencies identified in an improvement plan before being considered for nonrenewal.

9.03 Without regard to this section or any other provision of this agreement, a substitute teacher who becomes a bargaining unit member pursuant to Section 1.01 shall automatically have his/her substitute contract non-renewed at the end of the school year. This provision supersedes any requirements that may apply under ORC 3319.11, 3319.111 and 3319.15 for said teacher.

9.04 Nothing contained herein shall be construed to grant more, limit or waive any rights granted a regular teacher under ORC 3319.11 or 3319.111.

9.05 Classroom Reduction Teacher positions are contingent upon federal program funds availability. Classroom Reduction Teacher positions will be filled on an annual basis once federal program funding is confirmed. These Classroom Reduction Teacher positions will be annual positions, which will automatically terminate at the end of each school year. Non-renewal and termination provisions of the Ohio Revised Code are preempted by this Agreement. The Board will not be required to comply with the non-renewal or termination provisions of either Ohio law or this Agreement with regard to Classroom Reduction teacher positions.

Classroom Reduction Teachers will be compensated at least the current rate of substitute teachers and shall after 60 days of service in such position become members of the bargaining unit. Though members of the bargaining unit, a classroom reduction teacher shall not have bidding rights granted to full members.

9.06 All supplemental contracts are non-renewed at the end of the contract term.

ARTICLE X - JUST CAUSE AND PROGRESSIVE DISCIPLINE

A. JUST CAUSE/DUE PROCESS

10.01 No employee shall be disciplined without just cause and in compliance with the applicable provisions of this contract. Discipline shall not be applied in an arbitrary and capricious manner. The purpose of this section on due process is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting employees' professional performance and/or compliance with district rules, regulations, policies, or directives in an effective and confidential manner.

10.02 INFORMAL

Consultation with a teacher by an administrator for alleged violations of Board rules or regulations or regarding the professional performance or conduct of said teacher, shall, upon request of said teacher, be in the presence of the teacher's representative. Employees shall have the right to stop any such meeting at any point to request such representation.

10.03 FORMAL

The teacher will be provided with written notice which will contain the time and place of a meeting to discuss the matter and a short statement of the matter to be discussed, advise the teacher of the right to have representation at the meeting and the potential discipline involved.

The potential discipline shall include:

Verbal Warning.

Administrative Leave with pay pending investigation.

Written Reprimand.

Suspension with or without pay.
1st offense – up to five (5) days, with or without pay, for serious allegations.

2nd offense – up to ten (10) days, with or without pay, for serious allegations.

In matters of serious allegations, the discipline may bypass verbal or written warning. Fringe benefits shall remain in effect during any time of suspension with or without pay. Employee termination shall be pursuant to O.R.C. §3319.16. Hearing shall be in executive session and appeals shall be to common pleas court rather than arbitration.

ARTICLE XI – SUPPLEMENTAL CONTRACTS

A. SUPPLEMENTAL CONTRACTS

11.01 a. Pay for all supplemental contracts will be based on the current supplemental contract schedule.

b. If no qualified applicant applies for a paid position, the position may be awarded to a non-bargaining unit member.

11.02 Junior and senior high school principal, with the assistance of their athletic directors, will provide guidelines outlining minimum/maximum required practice time, duration of seasons, minimum/maximum number of scheduled games, other required responsibilities and work hours of coaches of boys' and girls' sports programs in order to arrive at fair compensation for all concerned.

11.03 BASE SALARY = Instructors, advisors or coaches who do not possess a B.S. or B.A. degree in Education at the time of employment shall be paid using the non-degree scale until such a degree is obtained. Anyone currently possessing a B.S. or B.A. degree in Education shall be paid at the indicated percentage of the B.A. Step 0 of the Salary Schedule.

11.04 Club sponsors per school:

a. High School: 12 maximum
b. Middle School**:** 6 maximum
c. Elementary School**:** 4 maximum

11.05 Buckeye Local Athletic Director

a. Shall assume the combined duties of both Senior High/Junior High (7-12) athletic director effective the 2013-14 school year.

b. Shall agree to limit the number of classes to no more than four (4) graded classes.

11.06 All supplemental contracts are non-renewed at the end of the contract term.

B. SUPPLEMENTAL DUTY PAY SCHEDULE

*A completion of duty and summary of activities form shall be completed to receive compensation.

11.07 **High School Sports**

a. Athletic Director……...……..…25%
b. Assistant Athletic Director(s)……..…..14%
c. Head Coach- Football……..…...……...16%
d. Head Coach- Boys'/Girls' Basketball……...16%
e. Head Coach- Boys & Girls Wrestling, Volleyball, Baseball, Softball…….....11%
f. Head Coach- Golf, Bowling, Cross Country (7-12), Boys & Girls Track & Field……..…….....……...11%
g. E-Sports Coordinator (7-12)…….……..……..... 5%
h. Weight Room Supervisor*…….…….....5%

High School Assistant Coaches

a. Assistant Football, Boys & Girls Basketball…….……10%
b. Assistant and/or JV Coaches Boys & Girls Wrestling, Volleyball, Baseball, Softball…….7%
c. Assistant and/or JV Golf, Bowling, Cross Country (7-12), Boys & Girls Track & Field.....7%

*Numbers of needed coaches are subject to change based on the number of athletes, recommended by the coach & AD, and approved by the Superintendent. Additional coaches added due to need will be paid accordingly.

High School Cheerleading

a. Varsity Cheer Coach……..13%
b. JV Cheer Coach…….....10%

*Paid in one lump sum after spring try-outs are completed.

Junior High Sports – Head Coaches

a. 2 separate teams, same coach – all sports……9%
b. 7th & 8th combined team ……..8%
c. 7th only team…….7%
d. 8th only team…….7%
e. Assistant Coaches – all sports……..5%

Junior High Cheerleading:

a. 7th and 8th combined team ……...8%
b. 7th only team……4%
c. 8th only team……4%

*Paid in one lump sum after spring try-outs are completed.

Clubs and Non-Sports - High School & Junior High

a. Band Directors……..…….…….....16%

b. Asst. Band Director……..…….....10%
c. Performing Arts & Queen of Queens Director……..…10%
d. Yearbook……7%
e. Class Advisors……..…….....5%
f. Club Advisors* (including Elementary)…….……..……...5%

Miscellaneous

a. Resident Educator Coordinator…….....$1,000
b. Mentor of 1st year RESA……...……..$500 mentee
c. Mentor of 2nd year RESA…….....$250 mentee

C. EXTENDED SERVICE SCALE

11.16 Extended Service Scale shall be figured on each teacher's per diem rate for the current school year. The number of days and how they are worked shall be determined by the Superintendent and recommended to be approved by the Board of Education.

11.17 Category:

1.	Counselor:	a.	High School
		b.	Middle School
2.	Teachers:	a.	Home Ec., High School
		b.	Band Director

*Any teacher in a program who desires extended service shall present a statement of the necessary work required to complete their program for the year. The administration shall review the request and documentation and approve the extended service if they determine it is needed to complete the program.

11.18 Supplemental salaries shall be paid by separate check. Supplemental salaries will be paid three times during the year: Fall Sports – November, Winter Sports – March, Spring Sports, Clubs & other activities – June. Counselors - August service to be paid with November fall supplementals; June service shall be paid with spring/yearly supplementals.

11.19 Longevity Scale: % determined by Teacher Base Salary (refer to 11.03 for clarification)

Applies to coaches and cheering advisors only. All years must be consecutive. Longevity placements are to be maintained and recommended by the athletic director and verified by the treasurer's office.

1-3 years	0.50%
4-6 years	0.75%
7-9 years	1.00%
10 + years	1.25%

Salary Schedule 2026-2027

On Base is BA Step 0 for BA, BA+150, MA, MA+15 3.0%

*Non-Degree is on Step 0 Non-Degree No Increase

Step	Non-Degree Index	Salary	BA Index	Salary	BA+150 Index	Salary	MA Index	Salary	MA+15 Index	Salary	
0	1.000	30275.00	1.000	39366.60	1.050	41334.93	1.125	44287.43	1.182	46531.32	
1	1.046	31667.65	1.046	41177.46	1.102	43381.99	1.182	46531.32	1.239	48775.22	
2	1.092	33060.30	1.092	42988.33	1.154	45429.06	1.239	48775.22	1.296	51019.11	
3	1.138	34452.95	1.138	44799.19	1.206	47476.12	1.296	51019.11	1.353	53263.01	
4	1.184	35845.60	1.184	46610.05	1.258	49523.18	1.353	53263.01	1.410	55506.91	
5	1.230	37238.25	1.230	48420.92	1.310	51570.25	1.410	55506.91	1.467	57750.80	
6	1.276	38630.90	1.276	50231.78	1.362	53617.31	1.467	57750.80	1.524	59994.70	
7	1.322	40023.55	1.322	52042.65	1.414	55664.37	1.524	59994.70	1.581	62238.59	
8	1.368	41416.20	1.368	53853.51	1.466	57711.44	1.581	62238.59	1.638	64482.49	
9	1.414	42808.85	1.414	55664.37	1.518	59758.50	1.638	64482.49	1.695	66726.39	
10	1.460	44201.50	1.460	57475.24	1.570	61805.56	1.695	66726.39	1.752	68970.28	
11	1.506	45594.15	1.506	59286.10	1.622	63852.63	1.752	68970.28	1.809	71214.18	
12	1.552	46986.80	1.552	61096.96	1.674	65899.69	1.809	71214.18	1.866	73458.08	
13	1.598	48379.45	1.598	62907.83	1.726	67946.75	1.866	73458.08	1.923	75701.97	Longevity
15	1.598	48379.45	1.598	64013.54	1.726	69052.47	1.866	74563.79	1.923	76807.69	1105.72
17	1.598	48379.45	1.598	65119.26	1.726	70158.18	1.866	75669.51	1.923	77913.40	2211.43
19	1.598	48379.45	1.598	66224.97	1.726	71263.90	1.866	76775.22	1.923	79019.12	3317.15
21	1.598	48379.45	1.598	67330.69	1.726	72369.61	1.866	77880.94	1.923	80124.83	4422.86
23	1.598	48379.45	1.598	68436.40	1.726	73475.33	1.866	78986.65	1.923	81230.55	5528.58

Steps 15 to 23 (except the non-degree column) include longevity payments.

The longevity payment is the previous year's Step 15 longevity payment X the current year's BA Step 0 base increase.

SALARY SCHEDULE

Salary re-opener for 2027-2028 and 2028-2029 salary and insurance re-opener.

ARTICLE XII – SALARY ADJUSTMENT

A. SALARY ADJUSTMENT

12.01 The Buckeye Local Board of Education will authorize salary adjustments based on official information. Employees shall complete a Salary Adjustment form, and attach a Registrar's statement, stamped grade sheet, or an original, official transcript presented to the Treasurer's Office on or before September 15 or January 15 of each school year. An original, official transcript must be filed with the Buckeye Local School District as soon as possible. Salary adjustment will take effect at the next adjustment date immediately following the submission of the documentation. Official salary adjustment dates shall be September 15th and January 15th.

12.02 Effective the 2026-2027 school contract year, the base salary (BA and beyond) shall increase by three percent (3%).

Effective the 2027-2028 school contract year, the base salary (BA and beyond) shall be re-opened for salary.

Effective the 2028-2029 school contract year, the base salary (BA and beyond) shall be re-opened for salary and insurance.

All bargaining unit members shall be paid according to their training and experience on the indexed salary schedule in this Agreement. A bargaining unit member employed full-time under a regular continuing or regular limited contract shall advance vertically one (1) step on the salary schedule for each year of experience in the District with each year at least 120 days.

The District agrees to present two (2) "State of the District Addresses"; This presentation will be completed at the conclusion of the updated financial forecast in August and February. This presentation will include an explanation of the most current Board approved-financial forecast and inform the staff on fiscal health of the district and will be presented electronically.

12.03 Substitute teachers who become bargaining unit members pursuant to Section 1.01 shall after sixty (60) days of service be placed at the first step of the appropriate experience column.

12.04 Definitions for salary schedule purposes:

1) Non-Degree: College or University undergraduate educational preparation, but less than B.A. Degree; (Teachers employed prior to July 1, 2009 are grandfathered at the B.A. rate.) See attached salary schedule.
2) B.A.: Bachelor's Degree, but less than 150 semester hours;
3) Minimum of 150 semester hours, but less than M.A. Degree;
4) M.A.: Master's Degree;

5) M.A. + 15: (+15) fifteen additional semester hours of graduate work earned after receiving a Masters' degree.

12.05 Experience Credit:

The Board may grant experience credit in addition to ten (10) years when necessary to hire a qualified teacher for a specific position.

12.06 Tutoring

a. A teacher tutor is any BLCTA member who has been assigned to tutoring responsibilities during the school year before or after the school day.
b. Tutor(s) shall receive their compensation through the normal payroll procedure via a bi-weekly check.

12.07 BCI Check

The Board has agreed to pay the State fee up to $15 for all teachers currently employed in the Buckeye Local School District. Beginning with the 2007-2008 school year, teachers newly hired by the District will pay for their initial BCI check and thereafter have the State fee up to $15 picked up by the Board.

The Board assumes no financial responsibility for FBI fingerprints required for certification purposes.

12.08 Title 1/Intervention Specialist Use: Every effort shall be made by the district to secure substitutes in the absence of a classroom teacher. If the need to utilize either a Title I or Special Education teacher arises, no Title or Special Education teacher shall be required to serve as a substitute more than once per week.

12.09 Class Absorption: Class absorption (as defined as a member or members temporarily adding a class or a portion of a class into their existing classroom when the district cannot find a substitute teacher) may be used if agreed upon by staff and if no class exceeds thirty students and there is adequate space to accommodate. When classes are combined, the teacher will be compensated by current certified substitute teacher rate when covering for a full day or half the rate when covering for a half day.

ARTICLE XIII – RETIREMENT PAY

A. RETIREMENT PAY

13.01 Retirement pay shall be offered only to those employees who are retiring from active service on the date they terminate employment from Buckeye Local School District. The amount of retirement payment upon retirement shall be determined by multiplying the daily rate of the staff member's salary at the time of retirement from the Buckeye Local Schools by thirty percent (30%) of the unused accumulated sick leave up to and including 275 days. Retirement pay shall be based upon the daily rate of pay as determined from the staff member's contract in effect at the time of retirement from the Buckeye Local School District. Payment of retirement pay on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the staff member. In the event that the staff member dies before retirement, retirement pay will be paid to his/her survivors or estate based on the accumulation of unused sick leave at the time of death and calculated according to the method described herein.

In lieu of the 30% retirement payment, the staff member may choose to receive retirement pay consisting of Fifty (50) dollars for each day of accumulated, unused sick leave on the date of retirement.

13.02 The bargaining unit member may elect to have such payments made to a 403(b), Tax Sheltered Annuity, 457 plan or individual retirement account not to exceed IRS limits for calendar year

ARTICLE XIV – COMPLIMENTARY PASSES

A. COMPLIMENTARY PASSES

14.01 Complimentary passes to school athletic events shall be issued to those teachers who request one.

14.02 One person's name will be on each pass (one admission only).

14.03 The passes will be non-transferable.

14.04 Passes will be collected if abused.

14.05 Teachers may be asked, at times, to donate their time to help at school events.

14.06 Passes will be valid only for home athletic events, with the exception of OHSAA sponsored tournament games.

ARTICLE XV – INSURANCE

A. INSURANCE COMMITTEE

15.01 A committee composed of three (3) members of the bargaining unit selected by the Association, three (3) people appointed by the Board and three (3) members of OAPSE shall be identified by September 1 each year and identified to the other parties. The committee shall explore insurance issues and options related to district health insurances. The committee will examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. The intent is that this section will be utilized, and that this committee will also educate the staff in being "good consumers" of health care.

1. Bargaining unit members will be provided release time up to three (3) days with substitutes to execute the work of the committee with five (5) days prior notice to the superintendent for scheduling purposes.

2. Written reports shall be provided by the committee to the Board and the Association concerning issues under study by the committee.

3. The committee shall report its findings and/or recommendations to the Board and the Association bi-annually.

4. The Administration shall provide the committee with information on bargaining unit claims and experience, financial reports and other related data as requested by the committee.

15.02 This committee shall meet at least twice per year. This committee shall have the authority to procure Requests for Proposals (RFP), Requests of Qualifications (RFQ), to collect and evaluate data, provide insurance education to members, explore insurance options, and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education, or its designee, shall ensure all data requested by this committee is provided in a timely and efficient manner.

B. HOSPITALIZATION AND MAJOR MEDICAL

15.03 The Buckeye Local Board of Education shall make available to each certified employee hospitalization and major medical insurance, dental insurance and prescription coverage.

Beginning FY 2019
All existing employees will be offered the following:

Health Insurance Plan — Deductibles: $500 Single/$1,000 Family
Employees Share: 10% — Board Share: 90%

*All plans are defined as inclusive of the combined premium of medical and dental.

Schwendeman Agency Inc.

BUCKEYE LOCAL SCHOOLS

	Option A - Health Insurance $20 W/$500 Deductible	**Option B –Health Insurance** $20 W/$2,000 Deductible
Benefits:	In-Network	In-Network
Annual Deductible Single Family **Coinsurance**	Plan Year Deductible $500 $1,000 0%	Plan Year Deductible $2,000 $4,000 0%
Out of Pocket maximum (includes Deductible in OOP) Single Family **Lifetime Maximum**	Includes deductible, medical & RX Copays $6,850 $13,700 Unlimited	Includes deductible, medical & RX Copays. $6,850 $13,700 Unlimited
Physician Office Visit Primary Care Specialist Preventative	 $20 copay $20 copay No Cost Share	 $20 copay $20 copay No Cost Share
Hospital Services	$0 after deductible	$0 after deductible
Emergency Services Urgent Care Emergency Room	 $35 copay $150 copay	 $35 copay $150 copay
Other Services Durable Medical Equipment & Prosthetics (see certificate for limitations) Spinal Manipulation	 $0 after deductible (Limited to Plan's basic allowance) $20 Copay-20 Visit Limit	 $0 after deductible (Limited to Plan's basic allowance) $20 Copay-20 Visit Limit
Notes:	Insulin pumps & supplies, durable medical equipment, prosthetics, and orthotics are covered at 100%, after deductible, limited to Plan's basic	Insulin pumps & supplies, durable medical equipment, prosthetics & orthotics are covered at 100%, after deductible, limited to Plan's basic allowance. Biofeedback therapy, family planning & infertility

	allowance. Biofeedback therapy, family planning, and infertility services are covered at 100% after deductible. (See certificate of coverage for limitations)	services are covered at 100% after deductible (see certificate of limitations)
Prescription Drugs OOP Maximum	None	None
Retail Tier 1 Tier 2 Tier 3 Tier 4	 $10 copay $20 copay $50 copay 30% coins or $300 copay	 $10 copay $20 copay $50 copay 30% coins or $300 copay
Mail Order Tier 1 Tier 2 Tier 3 Tier 4	 $25 copay $50 copay $125 copay 30% or $300	 $25 copay $50 copay $125 copay 30% or $300

For a complete list of Benefit changes and limitations, please see the Health Plan summary of benefits or certificate of coverage.

The dual health insurance coverage is no longer permitted. Married couples, which are both employed by the School District are eligible for either one of the following:

A. One Family Plan
B. Two Single Plans

*Either option may be chosen by the couple. In the case of a family, it is the responsibility of the couple to notify the Treasurer of the Board which employee will be considered the primary beneficiary.

15.04 Any employee in the District, including married couples working in the District, employees who have coverage outside the District, etc., may decline hospitalization benefits through the Buckeye Local School District and receive opt out compensation benefit as described in 14.06.

15.05 A married couple, both employed by the Buckeye Local School District, shall be required to state in writing as to whom the hospitalization policy will be written, and that the spouse chooses the opt out plan. This information shall be submitted to the Treasurer.

15.06 The Board of Education reserves the right to change carriers, but the policy must remain as good or better than the current policies. Change in present coverage, if made, will not cause a lapse of coverage. Should changes be made in carriers, the Board will provide comprehensive information on new carrier benefits.

15.07 Effective with the ratification of this contract, and thereafter, certificated employees who are employed on regular ½-time basis will be eligible for only 1/2 of Board paid benefits and 3/5 pay for 3/5 time, etc. The remaining portion shall be paid by the employee. This clause will not apply to employees hired prior to the 1983-84 school year.

15.08 Opt Out Compensation

Opt out compensation will be offered in the following categories:

$2,500 to go from two families to one family.
$2,000 each to go from two families to two singles.
$3,000 to go from one family to no insurance.
$3,000 to go from one single to no insurance.
$3,000 to go from one family and one single to one family.
$0 to go from two singles to one family.
$2,000 each to go from two singles to no insurance.
$2,000 to go from one family and one single to two singles.
$2,000 to go from one family to one single.
$2,000 each to go from one family to two singles.

Amounts are to be prorated to the insurance dates of July 1 to June 30.

Employees must opt out of all health coverage including health, dental and prescription drugs.

Payment will be in a one-time amount on December 15.

Any employee of the Buckeye Local School District that elects to take advantage of the opt-out plan must provide evidence of reasonable medical insurance coverage.

Upon acceptance and execution of this Agreement by the respective parties, the Board shall implement a Section 125 Internal Revenue Service Plan for the purpose of providing tax benefits to all employees pursuant to the regulations and guidelines of the IRS. The Board shall assume the costs of implementing and administering such plan.

This opt-out provision shall be offered to employees as authorized under Section 125 of the Internal Revenue Code. Should there be any change to the law or regulations which would create adverse tax consequences for those employees who do not opt-out as provided herein, then this provision shall be immediately suspended, and no employee shall be permitted to opt-out for any payment.

C. LIFE INSURANCE

15.09 The Board of Education will pay the premium for a $30,000 life insurance policy for each member.

D. DENTAL INSURANCE

15.10 The Board of Education shall provide dental insurance which meets the following specifications:

a. Comprehensive Dental Expense Maximum Benefit

1. Per lifetime for orthodontic treatment and services: $1,500

2. Per calendar year for other covered dental expenses: $1,500

b. Comprehensive Dental Expense Deductible

1. For Type I Dental expenses: None

2. For Type II and III Dental expenses: $25.00

3. For Type IV Dental expenses: None

4. Family limit is three times the applicable individual deductible amount ($75.00)

c. Comprehensive Dental Expense Coinsurance Factor

1. Type I 100%
2. Type II 80%
3. Type III 50%
4. Type IV 50%

Buckeye Local School District
Group Dental Plan
July 1, 2017 Renewal

Benefits	In Network
UCR Allowance	Negotiated Fee
Annual Deductible	
Individual	$25
Family	$75
Annual Maximum	$1,000
Preventive	100%
Basic Services	80%
Major Services	50%
Orthodontic Services	50%
Lifetime Maximum	$1,000
Periodontic	Basic
Endodontic	Basic
Oral Surgery	
Other Features	
Waiting Periods	Late entrants
Reasonable & Customary	90th Percentile
Minimum Participation Required	75%

15.11 Effective with the ratification of this contract and thereafter, certificated employees who are employed on regular, ½-time basis will be eligible for only 1/2 of board-paid benefits and 3/5 pay for 3/5 time, etc. The remaining portion shall be paid by the employee. This clause will not apply to employees hired prior to the 1983-84 school year.

15.12 Section 125 Plan

The Board shall provide to bargaining unit members Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third-party administrator selected by the Board. Costs incurred by the third-party administration of the plan will be deducted from any balance left in FSA's at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify certain amounts of monies to be deducted from their standard gross compensation on a per pay pre-tax basis, and such monies may be designated towards health insurance premiums, a health care account and a dependent care account, if permitted by law.

*This program may only be implemented if mutually determined to be cost effective for the Board and the employees.

E. VISION INSURANCE

15.13 Vision insurance will be made available on a voluntary basis if enough members enroll.

ARTICLE XVI – MISC. WORKING CONDITIONS

A. PERSONAL RECORDS

16.01 Professional Record File

There will be established and maintained one (1) official file on teaching staff members. This file will be maintained in the Central Office. Any teacher shall have the opportunity to read any material which may be considered critical of his conduct, service, character, or personality before it is placed in his personnel file. A teacher shall acknowledge that he has read the material by affixing his signature and the date to the copy to be filed. His/her signature shall not indicate agreement with the content of the material but indicates only the material has been inspected by the teacher. A form, requiring the date and signature of the person reviewing the material, shall be provided and kept in each personnel file. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Teachers shall be informed of any complaint by a parent and/or student, which is directed toward them, which will become a matter of record.

Anonymous letters or materials shall not be placed in the teacher's file, nor shall they be made a matter of record. Each teacher shall have the right, following request, to review the contents of his/her own personnel file. A fellow member of the Buckeye Local Classroom Teachers' Association may, at the teacher's request, accompany the member in such a review. Material will be removed from his/her file when a teacher claims that it is inaccurate or unfair when said claims have been sustained by the grievance procedure. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file. Each teacher, upon request, is to be given a copy of his/her formal evaluation session. Exceptions may need to be made in case of illness or other emergency involving either party.

A bargaining unit member will be notified within ten (10) business days of any public records request to review said unit member's personnel records and shall be told the name of the person making said request.

B. JURY AND COURT PAY

16.02 Jury Duty

Any instructional staff member shall be granted a court leave for the purpose of jury duty. Any instructional staff member called for jury duty shall notify his/her building principal or his/her immediate supervisor as soon as possible. The staff member shall turn over to the treasurer the jury duty check. In return, therefore, he/she will receive his/her regular pay for the time spent on such leave. No leave days will be deducted from the employee's accumulated days of leave.

Any instructional staff member called for a work-related court ordered appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. No leave days will be deducted from the employee's accumulated days of leave.

16.03 Required Court Appearances

a. As a direct result of the performance of specific duties for the Board of Education and in support of the Board of Education:

1. The employee shall be granted leave as deemed necessary and shall be paid full compensation by the Board. No leave days will be deducted from the employee's accumulated days of leave;

2. If called on a non-working day, the employee will receive pay at his/her per diem rate.

b. The Buckeye Local Board of Education agrees to permit the use of accumulated personal leave or payroll deductions for court appearances required by the court, for situations not covered in Article XVI, Section 16.02 and 16.03.

16.04 Suit Against the Board

An employee who files suit against the Buckeye Local Board of Education will be charged with payroll deduction for time spent away from the place of employment for required court appearances.

C. NON-INSTRUCTIONAL TIME

16.05 Planning, Grading and Conference Period (P.G.C.)

a. The Buckeye Local Board of Education shall provide all full-time regular classroom teachers of the high schools, elementary schools, and junior high schools no less than one (1) P.G.C. period per day of not less than forty (40) consecutive minutes unless agreed upon by the teacher.

b. Every attempt will be made so that no teacher will have multiple P.G.C. periods on the same day.

c. P.G.C. time shall be during the school day while students are in class.

d. Should a special teacher or aide be absent, which would prevent a classroom teacher from having a scheduled P.G.C. period, the principal will make provisions so that the teacher can still take his/her P.G.C. period. If such a provision cannot be made to allow a teacher to have his/her daily P.G.C. period, the affected teacher will be paid thirty dollars ($30) per P.G.C. period missed if a time sheet is submitted by the teacher and approved by the principal.

16.06 Use of In-Service Meetings

One of the present individual building in-service meetings shall be set aside for discussion of curriculum, textbook selection and/or instructional materials.

16.07 Professional Planning and Development

If professional planning and development is initiated by the administration on behalf of the Board of Education and such study is requested by the administration to take place during the summer, then those requested and involved shall receive compensation for the extended period of time at the hourly rate of thirty dollars ($30).All employees involved in professional planning and development during the regular school year but outside the regular school day shall receive compensation for the extended period of time at the hourly rate of thirty dollars ($30). Professional development initiated by the administration that takes place during the regular school day should take place outside the time allotted for P.G.C.

16.08 Teacher(s) who are awarded duties outside of the normal scheduled workday will be compensated at thirty dollars ($30) per hour for each hour duties are performed outside of the normal scheduled workday.

16.09 All building specific committees shall be filled by bargaining unit members who submit a written letter of interest or sign-up on a committee sign-up sheet to serve on the committee.

D. ***SUPPLY FUND***

16.10 a. Individual Teacher Supply Allowance

Each building principal shall be allocated $75.00 per teacher, annually, in addition to building allotment, to be used in requisitioning and purchasing supplies requested by the teacher and approved by the building principal. Allocations will be available to expend from August 1st through October 30th of each year.

E. WORK-DAY / WORK YEAR

16.11 Lunch

Each member employed by the Board shall be granted no less than thirty (30) continuous minutes for lunch each school day, during which time he/she shall not be required to perform any school activity. Time spent changing classes is not part of the thirty (30) minutes.

16.12 Workday

The teacher workday shall be 7 hours and 20 minutes except for days when the district schedules either an unplanned two-hour delay or early dismissal.

a. 2 days may be extended for parent conferences.

16.13 School Year and Calendar

The school year shall consist of 183 contract days. The school year shall consist of the following:

a. 175-179 days with students in session

b. One day minimum (or the equivalent of one day) for parent conferences

c. One day minimum for professional meeting prior to the first student day of school

d. One day minimum for teacher in-service meetings and training

e. A Calendar Committee shall be created and comprised of five (5) association members (one per building or the equivalent if no one from a building is appointed) by the Association and five (5) members appointed by the Board or its designee. Committee members shall be appointed no later than September 1 annually. The Association President and Superintendent shall notify each other of the names of the corresponding committee members by September 1. The Calendar Committee shall provide input to the Superintendent on the calendar for the subsequent year by December 15.

16.14 Online Teaching

If the need arises for an online program, the Board and Association will meet to discuss the program before implementation.

F. MISCELLANEOUS

16.15 Summer Maintenance

Buckeye Local teachers who make application for summer maintenance work with the Buckeye Local School District will be given consideration for employment.

16.16 Mileage Rates

Mileage shall be paid at the current IRS rate.

16.17 Any teacher who is required to travel between buildings during the school day must be given travel time that is not part of their planning period or duty-free lunch. In the event a teacher is required to travel during their planning period or lunch, the teacher shall be paid thirty dollars ($30) per hour.

G. STUDENT DISCIPLINE

16.18 Emergency Removal by Teacher

A teacher may remove, on a temporary basis, a pupil from curricular or extra- curricular activities under his/her supervision, without prior notice and hearing, for the same reasons for which a superintendent, principal or assistant principal may make an emergency removal. The principal shall be notified, verbally, immediately following removal. Within 24 hours the teacher is to submit in writing to the principal the reasons for the removal.

16.19 Procedures After Removal

As soon as practicable (within 24 hours) after an emergency removal, written notice of the right to a hearing and reasons for removal shall be given. A hearing must be held within 72 hours of the initial removal, and in accordance with the procedures for a pre-suspension hearing, unless it is probable that the pupil will be expelled, in which case the hearing must be held within 72 hours of the initial removal, and in accordance with the procedures for a pre-expulsion hearing. The person who requested, causes, or ordered the removal must be present at the hearing. However, notice and hearing is not required in the case of normal disciplinary procedures in which a pupil is removed from a curricular or extra-curricular activity for less than 24 hours and is not subject to suspension or expulsion.

16.20 Reinstatement Following Removal by Teacher

If a superintendent or principal reinstates a pupil in a curricular or extra-curricular activity under a teacher's supervision following an emergency removal by that teacher, the teacher must be given, upon request, written reasons for reinstatement.

H. *CONSOLIDATION*

16.21 Should the Board become involved in discussions regarding the consolidation of district buildings and/or become involved in discussions with other boards of education or outside agencies regarding consolidation, a committee composed of the entire executive team from the Association and representatives from the Board will convene to discuss with and obtain input from the Association regarding the proposed consolidation. Written notification of a period of not less than ninety (90) days will be given to the Association in the event of a consolidation.

I. *SPECIAL EDUCATION CASELOAD AND WORKLOAD*

16.22 Caseload Limits

The Board shall comply with the maximum caseload requirements for Intervention Specialists as set forth in the Ohio Administrative Code (OAC) 3301-51-09.

16.23 Overage compensation

If an Intervention Specialist's caseload exceeds the state-mandated maximum for 90 consecutive days, a compensation of $250.00 shall be issued.

16.24 IEP Development & Release Time

Professional days: Each Intervention Specialist must be granted up to four (4) release days per school year, for the sole purpose of completing state-mandated paperwork. Professional days must be pre-approved by the building principal and the intervention specialist must report to the district on the professional day.

ARTICLE XVII – FACULTY MEETING, TUITION AND CALAMITY DAYS

17.01 Building Meetings

Building meetings shall be scheduled within the 7 hour and 20-minute workday. Building meetings shall be scheduled at the discretion of the building principal. Teachers will be given reasonable notice. Meetings shall take place within the teacher workday. All teachers shall attend faculty meetings unless excused by the building principal.

17.02 Reimbursement for Graduate Studies and/or Licensure Renewal

Upon prior approval by the Superintendent of Buckeye Local School District bargaining unit members who choose to partake in graduate courses which align with their current IPDP (which is on file with the JCESC) shall be reimbursed a maximum of $700 per school year, of which a portion may be utilized to pay for one (1) license or renewal every five years. A bargaining unit member that does not complete at least one (1) full year of teaching with Buckeye Local after reimbursement must repay the Board of Education in full for the tuition reimbursement by executing a note for repayment with the treasurer prior to the receipt of the employee's last paycheck. Payment shall be made quarterly (March 31, June 30, September 30, and December 31) and shall be made upon evidence of completion with a grade of "C" or better. All course work must be for graduate credit. All bargaining unit members are eligible for reimbursement for one license or renewal every five years.

17.03 Notice for School Closing and Time for Reporting on Delayed Openings

A decision by the Superintendent of Schools to close the entire system or a particular building by reason of health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media for priority dissemination to students and staff members. The decision of Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the local news media for priority dissemination to students and staff and send closing/delay information via the all staff call system.

17.04 CALAMITY DAY

Bargaining unit members shall not be required to report to work when the school(s) are officially closed by the Superintendent due to a calamity. However, all calamity days that exceed the state requirement for minimum number of student hours shall be made up as regular student days. In

the event that the district utilizes more than twelve (12) calamity days or the equivalent of seventy-two (72) student hours, the labor management committee will meet within seven (7) days to discuss the option of scheduling make up days as regular student days or staff professional development days.

17.05 Reading Endorsement Assessment

If requested by the Board of Education, teachers who successfully pass the state-approved Reading Endorsement Assessment, will be reimbursed the full cost of assessment.

ARTICLE XVIII – REDUCTION OF STAFF

18.01 Reduction of Staff

Any reduction of staff because of decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the District, financial reasons**,** or any other reason authorized by Section 3319.17 of the Ohio Revised Code shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan. For the purpose of this sub-section a teacher is deemed a "part of the plan" if the sole reason for dissolving employment relationship between the Board of Education and such teacher is a reduction of staff.

18.02 Notification of Anticipated RIF

If the Employer determines a RIF may occur, the Employer shall notify the Union in writing, not less than forty-five (45) days prior to the date the RIF is to be implemented. Within ten (10) days of receipt of the notification, representatives of the Employer and the Union shall meet to review the proposed RIF. Five (5) days following the meeting, the Union President shall be provided written notice which includes the reason(s) for the RIF: the position(s) to be reduced, eliminated, or not filled; the name(s) of the Employees to be affected, the date of Employer action to implement the RIF and the effective date of the RIF.

Unless a reduction in force is for financial reasons, not later than May 30th preceding the effective date of the suspension of any contract under this Article, all of the affected teachers that the Board of Education plans to lay off shall be sent written notification by certified mail, email OR PERSONAL DELIVERY that his/her employment shall be suspended because of a reduction in staff. If the personal delivery method is used to notify an affected teacher, then written proof of receipt of the notification shall be obtained and the teacher shall sign a copy of the notice. If the teacher refuses to sign, the person delivering will note such refusal upon the notice and sign it.

18.03 Suspension of Contracts

All teachers who are to be part of the plan, shall have their contracts renewed and the Board shall then proceed to suspend contracts for the reduction of staff. In suspending contracts of teachers within each teaching field affected by the reduction in force.

Those with limited contracts will be laid off first in the order of their rating: ineffective, developing, skilled and accomplished. If two or more teachers have the same rating, the teacher

with the least seniority will be laid off first. Next teachers with continuing contracts will be laid off in the order of rating: ineffective, developing, skilled and accomplished. If there are two or more teachers with the same rating, the one with the least seniority will be laid off first.

With respect to Non-OTES evaluations, the performance evaluation rating will be used to determine whether teachers are comparable.

With respect to school counselors, the final holistic performance score will be used to determine whether school counselors are comparable.

18.04 Seniority

Every teacher's name shall appear in order of continuing contract status, limited contract status and within the continuing and limited contract status, individuals will be listed by seniority areas of certification/licensure. Those teachers who have more than one area of certification/licensure shall have their name on all lists for which they have certification/licensure. This list shall be maintained and updated on an annual basis and provided to the Association. Changes to the list will be provided to the Association no later than October 31 of each year. On October 31 the seniority lists will be posted in each building in the District. Any correction that needs to be made to the seniority list must be provided in writing to the Superintendent on or before November 30 of each year. Failure to object or request modification of the seniority list by November 30 shall result in the waiver of any error, objection or challenge to the seniority list until the publishing of the next seniority list in the following year. Seniority is based on the length of continuous service as a teacher in the bargaining unit, which is not affected by authorized leaves of absences. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment. If an administrator who was previously a member of the bargaining unit returns to the bargaining unit in four (4) years or less after leaving the bargaining unit, then said bargaining unit member shall be credited with his/her prior years of continuous service earned as a teacher in the bargaining unit. Administrators who return to the bargaining unit after four (4) years as an administrator shall be credited with at most three (3) years of continuous service earned as a teacher in the bargaining unit. Such years of service shall count for purposes of seniority. An administrator who returns to the bargaining unit shall have his/her most recent final holistic rating as a teacher for the initial placement on the seniority list as well as his/her areas of licensure/certification. If the administrator has no final holistic teacher evaluation rating, the administrator will be considered Skilled until a final holistic evaluation rating as a teacher is attained.

18.05 Continuing Contracts

Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.

18.06 Determination of Seniority

Where two or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the school board meeting at which they were hired. If utilization of the above procedures fails to determine seniority in any instance, any remaining tie will be broken by lot. All affected teachers and an Association representative shall be invited to witness the procedure used to break a tie by lot.

18.07 Recall

Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations with individuals holding a continuing contract being recalled prior to individuals holding a limited contract. No new teachers may be hired as long as there is a teacher certificated/licensed for the position on the RIF list.

Each teacher whose contract is suspended will be placed on the recall list in reverse order of contract suspension based upon continuing contract status, certification, evaluation status and seniority when evaluation status is comparable. Such teachers shall be offered reemployment to a full-time position, as they become available, based upon continuing contract status, certification, and evaluation status, so long as the teacher has a license in effect on the date the Board offers reemployment. If a teacher does not have a license in effect on the date the Board offers reemployment, he/she may remain on the recall list, but is not entitled to the position that has been offered if he/she later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluation.

18.08 Availability for Recall

If an opening occurs, the Board shall send a letter by certified mail, email or hand delivery with receipt obtained to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her contact information. The teacher shall notify the Superintendent within ten (10) working days from the date the letters are sent to indicate his/her availability for such position. Any teacher who fails to respond within ten (10) working days, or who declines to accept the position, will forfeit all recall rights. The Board shall reinstate that teacher indicating availability for such position who has the greatest seniority. When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list for a period of 36 months. The 36 months shall be from September 1 to September 1. The list must be available to the Association at all times.

18.09 The provisions of this Article shall not apply to a substitute teacher, long-term substitute teacher or reduction teacher who becomes a bargaining unit member pursuant to Section 1.01.

ARTICLE XIX –PACING GUIDES

19.01 Pacing Guides

a. All daily lessons must be aligned to the Ohio Academic Content Standards.

b. Nine week pacing guides are to be turned into the building principal by the first day of instruction of that nine weeks.

c. Emergency sub plans must be available in the office and updated every nine weeks.

ARTICLE XX – PTA-PTO

20.01 Participation in PTA-PTO

Participation in PTA-PTO shall be on a voluntary basis for all employees; however, all employees are encouraged to attend.

ARTICLE XXI - ASSOCIATION RIGHTS / MANAGEMENT RIGHTS

A. ASSOCIATION RIGHTS

21.01 The Buckeye Local Classroom Teachers' Association shall have the right to transport mail from one school to another within the District by way of the District mail carrier and shall have the right to place mail for distribution to staff in mailboxes within the individual buildings.

21.02 The Buckeye Local Classroom Teachers' Association shall have the right to use the school bulletin boards located within teacher work areas, public address system, and email system.

21.03 The Buckeye Local Board of Education shall make available a copy of the Board agenda to the president of the Association forty-eight (48) hours prior to the regularly scheduled board meeting. In the case of a special board meeting, the agenda will be provided to the president of the Association at the same time it is made available to the members of the Board of Education.

21.04 The Buckeye Local Classroom Teachers' Association shall have the right to payroll deduction of United Teaching Profession dues.

21.05 Representatives of the Association shall be permitted to transact official Association business on school property during lunch, or after a staff meeting.

21.06 The Association will have access to all new employees' orientation meetings, with exclusive time to discuss Union issues and membership.

21.07 The Association will be provided with at least ten (10) day notice of all employee orientation meetings.

21.08 The name, work email, work location, department, and job title of employed bargaining unit members will be provided to the Association annually.

21.09 An officer of the Association may be excused from school, with approval of the building principal or Superintendent, for his or her conference period, without a reduction in salary.

21.10 All officers and representatives of the Association will be permitted to do Association work before, or after a school day as long as:

a. It does not interfere with a parent/teacher conference.

b. It does not interfere with school operations.

c. It is approved by the building Principal and/or Superintendent.

21.11 All proposed Board policy changes will be sent via school email to the Association President at the same time as the Board agenda prior to the 1st Board reading.

B. MANAGEMENT RIGHTS

21.12 The Buckeye Local Classroom Teachers' Association recognizes the Board as the locally elected body statutorily charged with the responsibility to provide and manage public education in the Buckeye Local School District. Except as specifically limited by this agreement and Chapter 4117.08, Ohio Revised Code, the Board shall exercise its rights and authorities to fulfill this responsibility.

Among those rights and authorities are the right and authority to:

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

2. Direct, supervise, evaluate or hire employees;

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

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

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

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

7. Determine the adequacy of the work force;

8. Effectively manage the work force;

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

ARTICLE XXII – NON-TEACHING DUTIES

22.01 All teachers employed by the Buckeye Local School District shall be used in the rotation schedule for non-teaching duties.

22.02 All such duties shall be confined to the school campus within the scheduled day.

ARTICLE XXIII – ENTIRE AGREEMENT

23.01 This agreement represents the whole and entire agreement between the parties and replaces all previously negotiated Agreements.

23.02 All the understandings and agreements arrived at by the parties are contained herein and may be added to, deleted from or otherwise changed only by amendment mutually agreed to by the parties.

23.03 The Buckeye Local School Board of Education shall not enforce a personnel policy or practice which violates the specific sections of this Agreement.

23.04 The Board of Education and the Association recognize that this Agreement has binding provisions to settle possible disputes that may occur between the above parties and the respective members of the parties.

23.05 Refusal of the Association or any of its members to cross a picket line established by any other employee organization recognized by the Board as the bargaining agent for other employees within the District shall not be construed as a breach of this Agreement.

ARTICLE XXIV – MAINTENANCE OF STANDARDS

24.01 During the duration of this Agreement, the Buckeye Local Board of Education shall maintain all terms and benefits of employment as designated in this Agreement, at not less than the level in effect as of the effective date of this Agreement, subject to Article XVIII Reduction of Staff.

ARTICLE XXV – CONTRACT PREPARATION

25.01 The Contract shall be prepared by the Association with an electronic version provided to the Board of Education. Copies of the Agreement shall be printed at the equal expense of the Association and the Board and completed and mailed to SERB within sixty (60) days after reaching a tentative agreement.

ARTICLE XXVI – CONFLICT WITH LAW

26.01 If any provision of this Agreement is judged by a court of competent jurisdiction to be illegal and thus violate any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions shall be inoperative except to the extent permitted by law but the remaining provisions hereof shall remain in effect. Should such provision become inoperative, the parties shall meet to negotiate on such provision. Negotiations shall only concern those inoperative provisions.

26.02 Should any provision of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that provision of the Agreement shall be deemed null and void, but the remainder of the Agreement shall remain in full force and effect. The subject of the Articles or Sections of this Agreement ruled invalid shall be submitted for negotiations within thirty (30) days after the Board and the Association learn of the ruling.

ARTICLE XXVII – STRS PICKUP

27.01 For purposes of this paragraph, total annual salary per pay period for each bargaining unit member shall be the salary otherwise payable under this agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) case salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period, which is required, from time to time by the State Teachers' Retirement System (STRS), to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total annual salaries otherwise payable under this agreement, as amended, (including pickup amounts) and its employer contributions to STRS, shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

27.02 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the representative taxing authorities.

27.03 The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

27.04 The pickup shall apply to all payroll payments made after the effective date of this provision.

27.05 Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

ARTICLE XXVIII – RESIDENT EDUCATOR LICENSE PROVISION

28.01 Mentors

A. Qualifications/Training

1. The mentor must have a minimum of a five (5) year professional educator license and have a minimum of two (2) consecutive years of teaching experience in the district.

2. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education state required Mentoring Program.

3. Mentor teacher is required to meet with mentee a minimum of fifteen (15) hours in Year 1 and a minimum of ten (10) in year 2. Two hours of this time must be attending the JCESC Resident Educator year 1 or JCESC Resident Educator year 2 meeting.

The mentor teacher must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/license. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

Each mentor shall be granted release time to attend committee meetings, necessary training to perform the required committee work and as necessary for direct mentoring activities such as for the purpose of observing classes and meetings with the mentor/resident educator.

Release Time

Each mentor/resident educator shall be granted at a minimum one-day release time per grading period for direct mentoring activities, such as for the purpose of observing classes, meetings with his/her mentor/resident educator (included in A(5) above). The release days may be used in quarter (1/4) day increments and shall be coordinated by the building principal/immediate supervisor. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the superintendent or his/her designee.

Restrictions

In year one (1) and year two (2) of the RESA program, the maximum number of resident educators a mentor may have is two (2) per year.

Protections

All mentor teachers and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded with confidentiality.

At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. The mentor and the resident educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

ARTICLE XXIX – EVALUATION

TEACHER and SCHOOL COUNSELOR EVALUATION

The Board evaluates teachers in accordance with State Law and the standards-based, state-wide teacher evaluation framework and the school counselor evaluation system adopted by the State Board of Education using Ohio Teacher Evaluation System (OTES) forms and Ohio School Counselor Evaluation System (OSCES). The Association and the Board shall bargain all items impacting the terms and conditions of employment for the Ohio Teacher Evaluation System and the Ohio School Counselor Evaluation System in accordance with the rules set forth in the Ohio Revised Code 4117.

29.01 DEFINITIONS

The following definitions apply unless a different definition is created pursuant to state law or the State Board of Education.

A. Credentialed Third Party Evaluator (CTPE)1: A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22 and is properly credentialed to be an evaluator.

B. 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.

C. Evaluation Factors: The walkthrough(s), observation(s), and other evidence presented by the teacher or evaluator during a preconference or post conference.

D. 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).

E. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments can be accessed on the State Board of Education website: **https://sboe.ohio.gov/educator-standards-and-programs/educator-evaluations/teacher-evaluations**

F. 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 and the State Board approved OTES 2.0 Framework.

G. Evaluation Rating: The final holistic 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".

H. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, or to the teacher by the credentialed evaluator, 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.

I. High Quality Student Data (HQSD): Information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which align to learning standards, measure what is intended to be measured, are attributable to a specific teacher for course(s) and grade level(s) taught, demonstrate evidence of student learning (achievement and/or growth), follow protocols for administration and scoring, provide trustworthy results, and do not offend and are not driven by bias.

J. Improvement Plan: A detailed, written plan developed by the assigned, credentialed evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective, or when there is a deficiency in any individual component of the evaluation system.

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

L. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112, and the State Board of Education approved Framework.

M. Professional Growth Plan: A written plan, self-directed or jointly developed, as determined by the Framework, 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.

29.02 PURPOSE

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

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

2. Inform instruction.

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

29.03 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, except the Board has discretion to evaluate such teacher if the teacher is on an expiring limited contract;

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**.**

29.04 EVALUATION COMMITTEE

A. The Association and the Board agree to have an evaluation committee for the purpose of reviewing the policy and procedures for the OTES evaluation and OSCES evaluation of bargaining unit members in the district and make all necessary recommendations to the Board of Education for approval.

B. The committee shall be comprised of six (6) association members appointed by the Association President and six (6) members appointed by the Board or its designee. Committee members shall be appointed no later than September 1 annually. The Association President and Superintendent shall notify each other of the names of the corresponding committee members by September 1. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

C. Association Committee members shall be representative of elementary, junior high and high school and specialty areas (e.g., music, art, physical education and special education) and programs (e.g. career tech).

D. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Board.

E. Members of the committee shall receive training in all aspects of OTES and OSCES, the state adopted evaluation framework, the standards for the teaching profession and school counselor profession, teacher of record, high quality student data, and any other professional topic related to this article, at board cost.

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

G. All recommendations of the committee shall be achieved by a majority vote.

H. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate and will be reviewed annually.

I. Minutes of meetings shall be distributed to committee members within five (5) days following meetings of the committee.

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

K. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President/designee.

L. Compensation – Any committee work performed outside of the contractual workday shall be paid at a rate of thirty dollars ($30.00) per hour.

M. Committee Authority

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

2. Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive Committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 29 may be implemented provided the Union Executive Committee and Superintendent/Board agree.

29.05 EVALUATION STRUCTURE AND PROCEDURES

A. All teachers and school counselors shall be evaluated annually unless an exemption applies; said evaluation shall include a minimum of two (2) observations (3319.111 C (1)). No later than September 30th of each year, or in the case of a new teacher/school counselor, within thirty (30) days of the first day employed, the District will notify each teacher/school counselor in writing the name and position of his or her district credentialed evaluator. (3319.111 C (1)).

B. The evaluation shall be completed no later than the first day of May, and the teacher/school counselor being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

C. The Board shall require at least three (3) formal observations of each teacher/school counselor who is under consideration for nonrenewal and-with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Revised Code (3319.111 E (1)). The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.

D. The Board shall elect to evaluate once every three years a teacher/school counselor who is assigned a final holistic rating of *Accomplished* on the teacher's/school counselor's most recent evaluation conducted under this Article and who submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan unless his/her contract is up for renewal.

The Board shall elect to evaluate once every two years a teacher/school counselor who is assigned a final holistic rating of *Skilled* on the teacher's/school counselor's most recent evaluation conducted under this Article and provided the teacher and evaluator jointly develop a Professional Growth Plan and the evaluator determines the teacher is making progress on that plan unless his/her contract is up for renewal.

Less frequent evaluations must include one observation and one conference. Under this section, the formal observation process shall not require the submission of the pre-observation form or the submission of the post observation form. The information/forms generated in this section

will be provided to the teacher/school counselor; however, will not be placed in the employee's personnel file.

E. Where a teacher/school counselor is under consideration for renewal/non-renewal or under an improvement plan, a district administrator who serves as a principal will serve as the credentialed evaluator.

F. When a bargaining unit member is not up for renewal the district will utilize board approved credentialed OTES/OSCES evaluators to evaluate OTES/OSCES bargaining unit members.

G. In the event that an assigned credentialed evaluator cannot complete the required evaluations due to illness or extenuating circumstances, the Superintendent may appoint another district credentialed evaluator to complete the required evaluation.

H. The person who is responsible for assessing a teacher's performance shall be:

1. A teacher with an Accomplished rating may choose their credentialed evaluator from a list of approved evaluators for the evaluation cycle.

2. A teacher with a Skilled rating may have input on the selection of their credentialed evaluator.
3. A teacher with a Developing or Ineffective rating will be assigned a credentialed evaluator.

4. The evaluator shall not be a bargaining unit member.

I. The Board will annually provide training in regard to the recalibration of evaluation ratings. The training will include the process and methodology of student growth data and the evaluation standards and rubrics utilized.

J. <u>Teachers/School Counselors</u>

1. Each teacher/school counselor shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including how to access the teaching standards and rubrics on which the evaluation is based.

2. Written instructions and group evaluation instrument training shall be presented to the teachers/school counselors not later than September 30th, or in the case of a new teacher/school counselor, not later than thirty (30) days after initial employment with the district.

3. School Counselors shall receive written instruction on the development and utilization of Metric for Student Outcomes no later than May 30th prior to the school year when the metric will be considered part of the school counselor's final holistic evaluation rating.

K. A teacher's performance shall be assessed based on the Ohio Educator Standards. A school counselor's performance shall be assessed based on the Ohio School Counselor Standards.

L. Teacher/school counselor performance assessments shall be based on the following elements:

a. evidence provided by the teacher/school counselor,

b. the formal observations of the teacher/school counselor by the assigned evaluator, information provided by the building administrator,

c. and walkthroughs performed by a building administrator

M. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers/school counselors. Video or audio devices shall not be used to record teaching/counseling performance for the evaluations, whether by the teacher/school counselor or by the district credentialed evaluator. The district or teacher will not use video/audio evidence submitted to ODE by the Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance.

N. All monitoring or observation of bargaining unit member work performance shall be conducted openly and with full knowledge of the bargaining unit member.

O. All teachers/school counselors except those on a deferred evaluation schedule shall have at least two (2) formal observations by the evaluator of at least thirty (30) minutes each and classroom walkthroughs; (3319.112 A (3)). There shall be at least twenty-one (21) workdays between each formal observation unless there is mutual agreement to amend the 21 workdays or due to unforeseen circumstances as determined by the superintendent or his/her designee. The first formal observation shall occur no later than the end of the first semester.

P. A teacher/school counselor may request a formal observation at any time, in addition to those required.

Q. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher/school counselor within ten (10) working days unless extenuating circumstances exist. At the pre-observation conference teachers/school counselors shall provide evidence for the work situation to be observed.

R. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within fifteen (15) workdays following the formal observation unless extenuating circumstances exist. The district credentialed evaluator shall provide the teacher/school counselor with copies of evidence collected during formal observations and walkthroughs. Teachers/school counselors shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference. Evidence presented by the teacher/school counselor may be considered in the evaluation process.

S. A walkthrough for a teacher is a formative assessment process that focuses on the following components that may include:

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 approve for teacher evaluation.

A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities that focuses on one or more of the following components:

1. Comprehensive School Counseling Program Plan
2. Direct Service for Academic, Career & Social/Emotional Development
3. Indirect Services: Partnerships and Referrals
4. Evaluation and Data
5. Leadership and Advocacy
6. Professional Responsibility, Knowledge and Growth

T. The walkthrough shall not be less than five (5) consecutive minutes in duration.

U. The teacher/school counselor shall be provided a copy of the walkthrough form no later than five (5) workdays following the walkthrough unless extenuating circumstances exist.

V. At the request of the teacher/school counselor, a meeting shall occur no later than five (5) workdays after the walkthrough to discuss observations relative to the identified focus unless extenuating circumstances exist.

W. OTES/OSCES Professional Development Plans – Teacher/school counselor performance improvement plans shall be developed as follows: (This will not limit the Administration's ability to address issues identified outside of the OTES process.)

a. Teachers/school counselors whose final holistic rating is Accomplished shall develop a self-directed Professional Growth plan.

b. Teachers/school counselors whose final holistic rating is Skilled shall develop a Professional Growth Plan jointly with their credentialed evaluator for the next evaluation cycle.

c. Teachers/school counselors whose final holistic rating is Developing shall develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.

d. Teachers/school counselors whose final holistic rating is Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

e. No teacher/school counselor will be evaluated if a letter of resignation is accepted by the board on or before December 1st of the current school year.

f. The Board shall not evaluate any teacher/school counselor who has or will be on leave for fifty percent (50%) or more of the school year, unless the teacher is on an expiring limited contract.

g. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference. Performance deficiency is defined as receiving a rating of ineffective in a performance standard/criteria contained on the OTES/OSCES Performance Rubric. All performance deficiencies identified by the evaluator shall be

compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference.

h. The credentialed evaluator shall develop an Improvement Plan to address any teacher/school counselor performance deficiencies identified after the second observation using the OTES/OSCES Improvement Plan Form. The credentialed evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented. This will not limit the Administration's ability to address issues identified outside of the OTES/OSCES process.

29.06 FINALIZATION OF EVALUATION

A. Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be available to the teacher/school counselor and a conference shall be held between the teacher/school counselor and the evaluator. Only the final holistic written evaluation report, the final holistic rating form and improvement plans shall be placed in an employee's personnel file.

B. The evaluation report shall be signed or pinned by the evaluator, and the evaluation report shall be signed or pinned by the teacher/school counselor to verify notification to the teacher/school counselor that the evaluation will be placed on file. The teacher/school counselor's signature or pin shall not be construed as evidence that the teacher/school counselor agrees with the contents of the evaluation report.

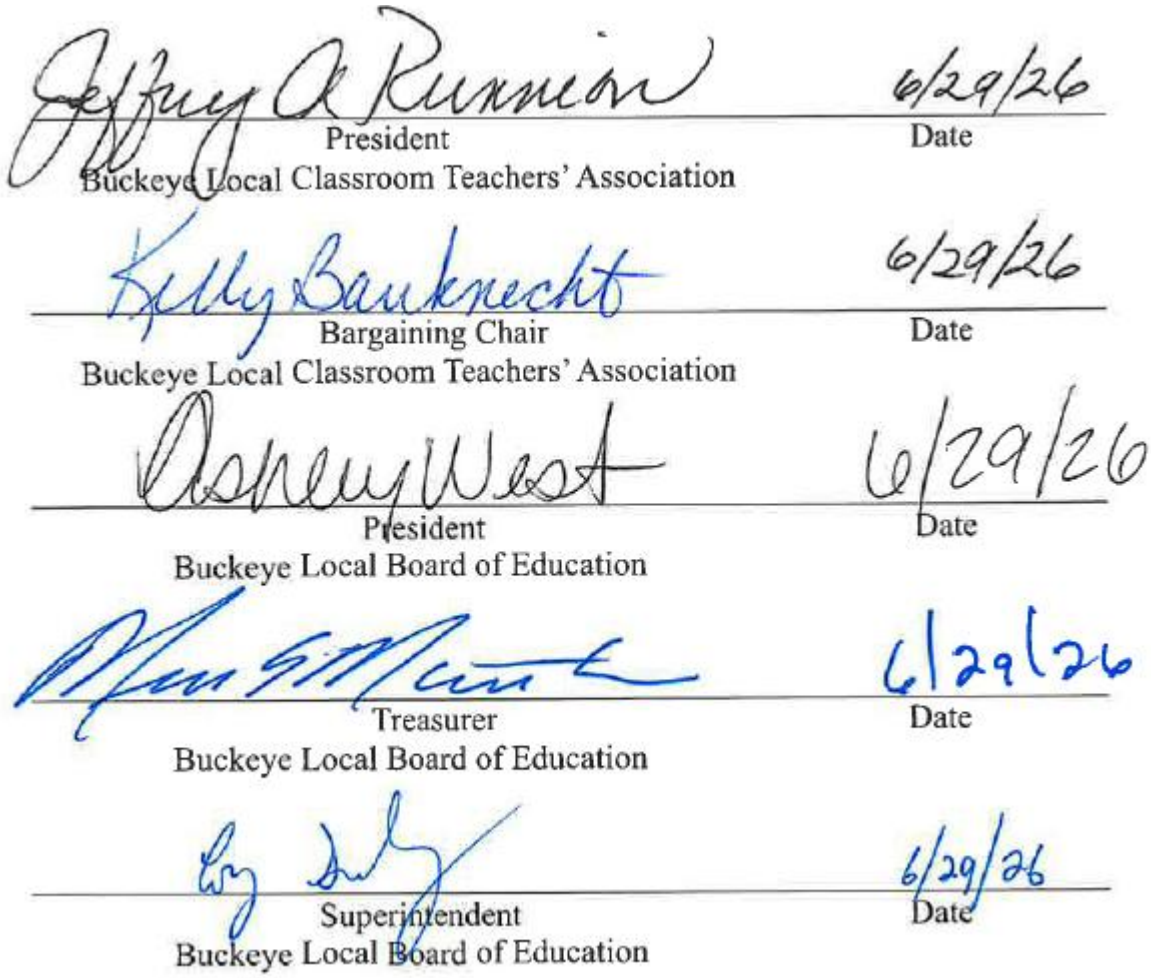
C. The evaluation report shall be completed by May 10th, signed or pinned by both parties, and filed with the Superintendent.

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

E. The Board annually shall report to the Department of Education the number of teachers for whom an evaluation was conducted under this section and the number of teachers assigned each rating prescribed under division (B) (1) of section 3319.112 of the Revised Code, aggregated by the teacher preparation programs from which and the years in which the teachers graduated. The Department shall establish guidelines for reporting the information required by this division. The guidelines shall not permit or require that the names of, or any other personally identifiable information about, any teacher be reported under this division, unless required by the Ohio Department of Education. (3319.111 (G))

ARTICLE XXX - DURATION

30.01 The term of this agreement shall be effective September 1, 2026, to August 31, 2029.



President — Date
Buckeye Local Classroom Teachers' Association

Bargaining Chair — Date
Buckeye Local Classroom Teachers' Association

President — Date
Buckeye Local Board of Education

Treasurer — Date
Buckeye Local Board of Education

Superintendent — Date
Buckeye Local Board of Education

GRIEVANCE TRACKING FORM

To be filled out by the Grievant or Association	Administrator Section
_____ When Grievance occurred Date (Must file within 15 working days of occurrence. *See exception)	_____Informal Meeting Date Must occur within 5 days of grievance Resolved ☐ Not Resolved ☐
Step 1_____ Filed to Supervisor Date (filed within 8 days of informal mtg.)	_____ _____ Step 1 Supervisor Answer Date Step One Meeting Date (within 3 days of Step 1 meeting) Sustained ☐ Denied ☐
Step 2_____Filed to Superintendent Date (file within 5 days of receipt of Step 1 answer)	_____ _____Step 2 Superintendent Answer Date Step 2 Meeting Date (within 5 days of Step 2 meeting) Sustained ☐ Denied ☐
Step 3_____Request Mediation Date (submit to Superintendent within 10 days of receipt Step 2. Must submit by certified mail)	Step 3 Mediation Resolved ☐ Not Resolved ☐ _____ Date Step 3 Meeting
Step 4 ____ Request Arbitration Date (submit to Superintendent within 10 days of receipt Step 3 Must submit by certified mail)	Mutual submit to AAA for arbitrator (within 10 days of the conclusion of Mediation meeting(s) from Step 3)

EMPLOYEE GRIEVANCE FORM
EMPLOYEES

Date: _____

Name of Claimant: _____

School: _____Position: _____

STATEMENT OF GRIEVANCE: (Be specific – state specific Article or Section of the Negotiated Agreement upon which grievance is based.)

_____

_____

_____

_____

_____

_____

RELIEF SOUGHT: _____

_____

_____

_____

Signature of Grievant(s) or Representative: _____

SIGNATURE/Date Received by Administrator: _____

☐ SENT BY CERTIFIED MAIL; RETURN RECEIPT REQUIRED

☐ HAND DELIVERED

BUCKEYE LOCAL SCHOOL DISTRICT
APPLICATION FOR UNPAID LEAVE

Employee _____ Soc. Security # _____

Job Location _____ Date _____

An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Unpaid leave of absences are discouraged and will only be considered for approval by the Superintendent in RARE AND IRREGULAR INSTANCES as determined by the Superintendent.

In making application for an UNPAID LEAVE, I, the undersigned, understand that if approved by the Superintendent, such leave will be calculated to include deduction of my daily rate of pay and one-twentieth (1/20) of the monthly premium of the Board paid hospitalization, major medical, dental and life insurance for each unpaid day of absence.
(Effective 1-1-87)

I HEREBY WISH TO MAKE APPLICATION FOR UNPAID LEAVE:

A. Dates of Absence: _____

B. Reason for Absence: _____

_____

_____

_____
Signature of Employee

_____
Signature of Building
Principal or Supervisor

Date Received at Superintendent's Office _____
Received by: _____

_____APPROVED
_____NOT APPROVED
_____# OF DAYS TO BE DEDUCTED

_____
Signature of Superintendent

Payroll Department:

_____ Deducted Salary
_____ Deducted hospitalization, major medical, dental and life