

K # 29064

MASTER AGREEMENT UNS

BETWEEN

BUCKEYE EDUCATION ASSOCIATION

AND

**BUCKEYE LOCAL SCHOOLS
BOARD OF EDUCATION**

AUGUST 16, 2012 TO JUNE 30, 2014

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STATE EMPLOYMENT
RELATIONS BOARD

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I. RECOGNITION

A. Bargaining Agent

The Buckeye Local School District Board of Education, (hereinafter "Board") recognizes the Buckeye Education Association, an affiliate of the Ohio Education Association (OEA)/National Education Association (NEA), (hereinafter "Association") as the sole and exclusive bargaining agent for the bargaining unit as defined herein.

B. Bargaining Unit

The bargaining unit shall include all nurses and classroom teachers, special teachers (art, remedial reading, music, physical education, etc.), project directors, department heads, guidance counselors, librarians, intervention specialists (effective with the 2013-2014 school year), and other non-administrative certificated employees of the Board who do not have evaluative authority with respect to hiring and firing of instructional staff. Members of the bargaining unit hereinafter will be called teachers.

Any intervention specialist who is employed by the Educational Service Center and is providing services to the Buckeye School District for the 2012-2013 school year (or provided services in the 2011-2012 school year and was involuntarily removed from Buckeye for the 2012-2013 school year) will be extended an offer to be employed by the Board effective with the 2013-2014 school year. Those teachers who accept the offer will be placed on the salary schedule with credit for all years working in the Buckeye School District. Any intervention specialist with less than five (5) years in the Buckeye School District, but who has teaching experience in other districts, will be given credit for each year of actual teaching experience to a maximum of five (5) years.

C. Excluded from the Bargaining Unit

The bargaining unit shall not include any personnel employed or to be employed as management-level personnel such as Superintendent, Assistant Superintendent, principal, assistant principal, confidential employees, and supervisors as defined in Section 4117.01 of Revised Code or casual employees.

D. Hourly Tutors

The bargaining unit shall include hourly tutors. Hourly tutors shall have all rights granted other bargaining unit members under this Agreement; except hourly tutors are paid an hourly rate of .0007 of the B.A. base, do not accrue seniority, and are employed only under one-year limited contracts that may be nonrenewed without compliance with O.R.C. 3319.11 and 3319.111. The number of hours per day and days per week to be worked by hourly tutors are assigned by the building principal, as needed. Tutor positions are excluded from the reduction in force procedures set forth in Article XII and will be posted only for informational purposes in accordance with Article VI. Tutors shall not be regularly assigned duties normally assigned to classroom teachers and will not be used to replace a classroom teacher. The Administration will make reasonable efforts to notify tutors in advance of known student absences. All tutors, including home tutors, shall be paid an hourly rate of .0007 of the BA Base.

II. NEGOTIATIONS PROCEDURES

A. Notice of Negotiations

Negotiations for a successor agreement may be initiated by either party by giving written notice to the other party of an intent to renegotiate this Agreement no later than April 1 of the year in which this Agreement expires.

B. Negotiations

1. Negotiations Meeting Period

The first negotiation session will be held no later than April 30 of the year in which this Agreement expires.

2. Scope of Negotiations

At the initial negotiations session both teams shall mutually exchange proposals of all items pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of any existing provisions of this Agreement to be considered during negotiations. The proposed items will serve as the agenda, and no new items can be submitted by either side except by mutual agreement.

3. Negotiating Teams

The Board and the BEA shall be represented at all meetings by a team of negotiators not to exceed five (5) members each. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit any number of observers to each meeting. Such persons shall be without the right to speak or to otherwise comment to either party unless requested to do so by the negotiating team they support.

4. Proposals

Members of the respective negotiations teams have the power and authority to negotiate, that is to make proposals, consider proposals, and make concessions in the course of discussion.

5. Tentative Agreements

During the course of negotiations, items tentatively agreed to shall be reduced in writing and initialed by the chief negotiator of each negotiations team and set aside. Initialed items of agreement shall not be submitted as unresolved issues at any impasse or dispute settlement procedures.

6. Information

Prior to and during the period of the negotiations meeting the Board and BEA agree to provide each to the other upon written request and within a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiations teams in developing intelligent, accurate, and constructive programs that will be in the best interest of all parties concerned with a quality educational program.

7. Consultants

The parties may call upon professional and lay consultants to assist in all negotiations. During all negotiating meetings between the parties, such consultants may attend only as observers without the right to speak or to otherwise comment to either party unless requested to do so by the negotiating team they support or by members of the team. The

expense of such consultants shall be borne by the party requesting them.

8. Recess

Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement has been followed.

9. Caucus

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.

10. News Releases

While negotiations are in process, news releases shall be made only with mutual agreement of the negotiations teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.

11. Progress Reports

Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.

C. Agreement

1. Ratification

When agreement is reached on the items being negotiated, a final written copy shall be submitted to both parties for ratification, first to the BEA then to the Board.

2. Copies of the Agreement

- a. The final written copy will contain the following: (1) terms of the Agreement; and (2) effective date of the Agreement.

- b. When approved by both parties, it shall be signed by their respective Presidents and shall be entered into the official minutes of the Board. Thereupon, the items agreed to shall constitute revisions of school policies. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

D. Alternate Dispute Resolution Procedure/Impasse

If agreement on a successor contract is not reached within thirty (30) days prior to the expiration of the contract, either party may notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to mediation and requesting a mediator to assist in negotiations. The first mediation session shall begin within ten (10) days after notification and the appointment of the mediator from FMCS. The parties may agree to mutually extend the time period. The parties shall continue mediation until the expiration of this Agreement. Upon mutual agreement, the parties may extend mediation in an attempt to resolve issues. The Association retains the right to strike in accordance with O.R.C. 4117.14(D) (2) upon the expiration of this Agreement.

E. Alternate Negotiations Procedure

The parties will meet no later than December 1 prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g. interest based bargaining) will be used instead of the traditional procedure described above. Should the parties agree to an alternate negotiation procedure, ground rules will be established and Sections B.1, B.2, B.3, B.8 and B.9 reflected above shall be waived.

III. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Section 4117.08(C) of the Revised Code which is specifically incorporated herein by reference. The exercise of the foregoing adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in

connection therewith shall be limited only by the specific and express terms of this Agreement.

IV. NON-DISCRIMINATION

The Board shall not unlawfully discriminate with regard to disability, race, color, national origin, sex, sexual orientation, religion, age, or genetic make-up. Nor shall the Board discriminate against any employees because of membership in the Association or participation in Association activities.

V. CHANNELS OF COMMUNICATION/PERSONNEL FILE

A. Channels of Communication

The Buckeye Board of Education and the Buckeye Education Association recognize the need for effective communication between the parties as outlined below. The procedure shall not be construed to take the place of, nor used to circumvent the contractual grievance procedure.

1. Effective flow of two-way communications are to be accomplished by the following channels:
 - a. Share and explore concerns with the building principal. If this avenue is unsatisfactory or is not feasible, then
 - b. Share and explore any concern with the BEA if not previously accomplished. Request a joint meeting with BEA, teacher or teachers concerned and Superintendent to further explore any unresolved areas.
 - c. If above procedures have been followed and areas of concern remain, a formal communication may be brought to the attention of the Board of Education, as the policy-making body.
2. Casual conversations concerning topics or issues not subject to negotiations and/or which fall outside the scope of the Agreement, the formal and informal process of negotiations, and official conversations

between BEA leadership and the Superintendent are not subject to this communications flow chart.

3. In addition, this flow of communications may not be used to restrict or in any way minimize the citizenship rights of an employee.

B. Personnel Files

1. A personnel folder for each teacher will be accurately maintained in the central office.
2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such information as may be required by the state or federal government or which is significant to the performance of the duties and responsibilities identified in the applicable job description. Such materials may include written statements entered by either the Administration or the teacher into the personnel file such as special awards, honors, or recognitions. All documents included in a teacher's file shall be dated and identifiable as to source and a copy shall be given to the teacher upon placement in the personnel file. Undated materials shall be date-stamped prior to inclusion in the file. A teacher may request and shall receive one copy of any item in his/her file, exclusive of confidential letters of recommendation.
3. Public access to personnel files will be consistent with state law. When a person files a request to review a file of an employee, the employee whose file is being reviewed shall be notified, within three (3) business days (i) who reviewed the file (ii) if copies of documents are made, (iii) a list of the documents that were copied. The Superintendent will take the necessary steps to redact information that is not "public" including but not limited to social security number, address, telephone numbers, health related information, criminal background check results and any other information deemed confidential under state or federal law.
4. Teachers will have the right, upon twenty-four (24) hour prior notice, to review the contents of their personnel file. Such requests will be made to the Superintendent and scheduled for the earliest convenient time for the parties involved.
5. Teachers may make written objections to any information contained in the file. Any written objection must be signed by the teacher and will

become a part of the teacher's personnel file. Anonymous material or material from an unidentifiable source will not be placed in a teacher's file. Teachers shall be permitted to request the Superintendent remove any item which has been in the file at least three (3) years. The Superintendent shall review the request and advise the teacher if he/she agrees to remove the item(s) within five (5) days. If the request is denied the Superintendent shall provide the reasons for the denial which shall not be arbitrary or capricious. No review of the file by an outside person shall be permitted until the Superintendent responds to the removal request. The materials removed will remain a public record but will be maintained in a separate "archive" file.

6. Building principals shall be permitted to maintain a working file for each teacher. Teachers shall have the right to review the building principal's file and respond in writing to any document contained therein. Said response shall be attached to the document in the principal's file.

VI. TRANSFER AND ASSIGNMENT

A. Notification of Vacancies

1. A vacancy shall be defined as either a position to replace a teacher on leave of absence which is expected to last a full school year or longer or a teaching position or extracurricular position which is either newly created or which will be unfilled by the incumbent teacher (which shall not include long-term substitutes) for the following school year because of death, transfer, retirement, resignation, termination or nonrenewal and which the Board intends to fill. A "vacancy" does not include changes in grade levels within a building that do not require additional staff. In the event a vacancy is created due to a leave of absence which is expected to last one (1) or more school years, the position may be filled by a substitute teacher. However, should that substitute teacher fill the position more than sixty (60) consecutive days, that substitute will be given a limited teacher contract which may be nonrenewed without compliance with O.R.C. 3319.11 and 3319.111. In the event the leave of absence is expected to carry over into the following school year, that position will be posted in accordance with the procedures set forth in Subsection 2. Administrative positions will be posted as a matter of information, although they do not fall within the terms of this Agreement. Likewise, tutor vacancies (those other than home tutors and which

- trigger the need for hiring/assigning another employee) will be posted as a matter of information.
2. No vacancy will be filled until the following procedures are followed:
 - a. The Superintendent shall notify the staff of vacancies by the following methods:
 - (1) By building principal written notices during the school year;
 - (2) By posting on the central office bulletin board during the summer months and on the District's webpage. Teachers will also receive notice via email on their school account and via central call in with the vacancies deemed posted at noon on each Monday;
 - (3) Copies of vacancy lists will be sent to the building representatives and the President at all times; and
 - (4) At the time an Extracurricular position is posted, the qualifications for that position shall be posted as well.
 - b. From September 1 to July 31, a teacher has seven (7) days to apply for the position after posting. Applications shall be in writing (which includes email or facsimile) and should be confirmed by the teacher with a phone call.
 - c. Except during the month of August, no vacancy will be filled until seven (7) days from the date the notice is posted.
 3. Home tutor positions will only be posted as a matter of information after exhaustion of the following steps:
 - a. Student's classroom teacher is unavailable.
 - b. Classroom teachers within student's building who are certified in the subject/grade level are unavailable.
 - c. The tutors in the student's building are unavailable.

B. Survey

On or before May 10 teachers may voluntarily submit a form to their principal of their desire with regard to assignment within their building or for an assignment change (grade level, subject, building, etc.). Teachers shall be permitted to submit updates as desired. The Association shall develop the form which will be made available in the office of each building. The Association President shall receive a copy of all survey forms. Preferences indicated on the form will be considered in making changes in assignments.

C. Basis of Selection

1. Teachers shall be placed in their field of certification. When a teacher holds two or more certifications, consideration will be given to place the teacher in his/her preferred certification as stated in the survey outlined in Section B of this article.
2. No reassignment of staff from his/her current teaching assignment as established in Section E of this Article will be made to fill a vacancy nor outside applicants hired, before the vacancy is posted and all teachers who have indicated a desire for such assignment in response to the posting have been considered for the vacancy.
3. Teachers under regular contract will be given first consideration over applicants outside the system when filling a vacancy.
4. Previously employed hourly tutors that hold proper certification and make a written application will be granted an interview for positions that are available to candidates outside the district. The granting of an interview does not guarantee that the hourly tutor will be awarded the position.
5. In the event the Superintendent determines that two (2) or more applicants hold the proper certification/licensure for the position; hold similar grade level/ content area concentration; and the staffing and curriculum needs of the District will be satisfied, the most senior of such teachers will be recommended for the vacancy. Seniority is defined here and throughout the Agreement as the number of continuous years of service in the District.

D. Involuntary Transfer

1. Movement from one school to another (except in situations where the movement is caused by the closing of a building) is considered a transfer, but movement within a school is not considered a transfer.
2. Prior to an involuntary transfer, the Board will seek volunteers from among those teachers who have submitted requests for change of assignment or building in accordance paragraph B, of this Article, if such voluntary transfer fulfills the needs of the District.
3. The reasons for involuntary transfer shall not be discriminatory, arbitrary or capricious.
4. A teacher who is involuntarily transferred shall have the option to request and receive written reasons for the involuntary transfer.
5. The Superintendent, upon a request, shall discuss the involuntary transfer with the teacher involved.
6. If the teacher being transferred is not satisfied with the result of the conference with the Superintendent, the teacher may request a meeting with representatives of the Association and the Superintendent.
7. A teacher who is involuntarily transferred will not be subject to another involuntary transfer for a period of three (3) years without cause.
8. No teacher with twenty (20) or more years of service will be involuntarily transferred unless no other options exist to utilize current staff with less seniority than the teacher. The Superintendent shall, upon request, provide the Association with specific documentation to verify the lack of other options. The Association shall retain the right to file a grievance if it does not agree with the Superintendent.
9. Any teacher required to relocate to a different building during the school year shall be paid a stipend of \$150.

E. Assignments

1. Elementary teachers will receive written notification no later than the last day of each school year stating their tentative grade level and building assignment.
2. Secondary teachers will receive written notification no later than the last day of each school year stating the tentative teaching assignment (building, certification areas) tentative number and type of preparations and tentative schedule.
3. If there are any changes in the teacher's tentative assignment, the teacher will be notified in writing within five (5) days of the administrative decision to change the schedule.

F. Supplemental Contracts

With the exception of supplemental contracts issued prior to August 16, 2008, all supplemental positions filled with non-bargaining unit members will be posted annually. The Superintendent reserves the right to recommend to the Board the applicant deemed most qualified by the Superintendent to fill the supplemental duties.

VII. TEACHING CONTRACTS

A. Limited Contracts

1. Limited contract teachers who have been actively employed with the Board for at least three (3) consecutive years will be eligible to receive multiyear contracts based upon the following schedule, provided the teacher has not received any deficient or improvement needed ratings on his/her evaluations and the teacher's contract is renewed:
 - a. The teacher will receive a two (2) year limited contract starting with the teacher's fourth (4th) year of active teaching service.

After the teacher has successfully completed one (1), two (2) year limited contract and the teacher's contract is renewed, the teacher will receive a three (3) year limited contract. If the teacher's performance remains satisfactory (i.e., no deficient or

improvement needed ratings on his/her evaluation), and the teacher's contract is renewed, any subsequent renewals will be for three (3) year contract cycles.

- b. Nothing in this section is intended to alter the Board's right to nonrenew a limited teacher's contract in accordance with ORC 3319.11.

2. Notice

Notice of intent not to renew a contract shall be given in writing not later than April 1.

3. Conference

A teacher, upon receipt of notice of intent not to renew a contract, shall have five (5) school days to request, in writing, a meeting with the Superintendent to discuss the reasons for the recommendation.

- a. Such meeting shall be arranged by the Superintendent within seven (7) school days of receipt of the written notice.
- b. The meeting shall be limited to the teacher, his/her representative (who may be the UniServ Consultant), and the Superintendent and his/her representative.

4. Superintendent's Recommendation

The recommendation made to the Board of Education by the Superintendent will be in accordance with the Ohio Revised Code Section 3319.11.

B. Notice of Eligibility for Continuing Contracts

A teacher who is or will become eligible prior to April 1 of the current school year for continuing contract consideration must notify the Superintendent in writing on or before October 1. A teacher who does not notify the Superintendent on or before October 1 will not be eligible for continuing contract consideration until April of the following year. Limited Contract teachers will receive a written reminder of this notice requirement on or

before September 1 along with the application form. This provision is in addition to Ohio Revised Code Section 3319.11(B).

VIII. LEAVES OF ABSENCE

A. Sick Leave

1. To protect teachers against economic hardships, provisions should exist which permit employees to be fit both mentally and physically, including paid sick leave.

2. Procedure

Whenever a teacher is unable to report for duty, he/she is to call the central call-in location by 6:00 a.m. or as soon as the teacher becomes aware he/she will not be able to report for duty. If the teacher is aware of the need for a substitute the day before, a call at that time will be appreciated as this gives more time to arrange for a substitute. If the teacher anticipates he/she will be unable to return to work for several days, that information can be shared and the teacher will not need to call in for each of those days. The teacher will only have substitute coverage for the specific days the teacher calls in sick. Otherwise, it is assumed the teacher will report for work the next workday. If a teacher becomes ill on the job, he/she should notify the principal in advance of leaving his/her job, so there will be time to obtain a substitute.

3. Reasons

Teachers 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 (1-1/4) days per month. Teachers, upon approval of the responsible administrative officer of the School District, may use sick leave for absence due to personal illness, injury, exposure to contagious disease, disability from pregnancy, childbirth and adoption, and absence due to illness or death in the employee's immediate family.

4. Immediate Family

Immediate family for purposes of illness shall include father, mother, sister, brother, husband, wife, child, parent-in-law, grandparent, or any member of the household who has stood in the same family relationship

with the employee as any of these. From the standpoint of death, in addition to the preceding: in-laws, aunts, uncles, nieces, nephews, grandchildren, or any member of the household who has stood in the same family relationship as these will be approved.

5. Accumulation

The maximum accumulation of sick leave will be 310 days.

6. Advancement of Sick Leave Days

Each beginning teacher or each full-time certified employee, who has exhausted his/her sick leave, shall be advanced ten (10) days. Sick leave earned during the year shall reduce the number of days advanced by one and one-fourth (1-1/4) days for each completed month of service. In no instance may an employee be advanced more than he/she can legally earn for that year. Upon termination of employment or request for a leave of absence, sick leave days advanced but not earned will result in a payroll deduction.

7. Notice

A statement of accumulated sick leave for all teachers will be contained in each paycheck.

8. Forms

The Board shall require a teacher to furnish a signed written statement on forms prescribed by such Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. For disability from pregnancy, childbirth and adoption, the teacher shall also submit the information required by paragraph E., 6. of this Article.

9. Falsification of Statement

Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

B. Sick Leave Pool

1. If a teacher is currently incapacitated due to an accident, catastrophic illness, or long-term illness of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, the teacher may apply to use the sick leave pool (Appendix K). Illness for this section is defined as a situation where it is anticipated the teacher will be absent at least twenty (20) working days. Upon approval of the request, the BEA President will notify the membership, seeking donated days. Teachers may donate up to five (5) days (Appendix L) of their accumulated sick leave to the absent teacher.
2. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
3. The BEA President will communicate to the Treasurer the name(s) of the donating teacher(s) and the number of days to be deducted from the donating teacher(s) sick leave balance and will provide the completed Sick Leave Donation Forms (Appendix M). In the event more days are donated than can be used (i.e. the receiving teacher returns to work earlier than anticipated), the BEA President will communicate to the Treasurer the names of the donating teacher(s) who will be credited with sick leave and the number of days to be credited.
4. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher(s).
5. A teacher who meets the criteria set forth in paragraph (a) above, but who has been approved for other paid benefits such as STRS retirement (disability or regular), will not be eligible to use the Sick Leave Pool.
6. The Superintendent will require a doctor's certificate verifying eligibility. If the Superintendent and BEA President are not in agreement as to whether the teacher applying for days from the sick leave pool meets the eligibility requirements, either the Superintendent or BEA President may decide that the specific situation will be decided by the Sick Leave Pool Committee. The Sick Leave Pool Committee is comprised of two (2) administrators appointed by the Superintendent and three (3) teachers appointed by the BEA President. The decision of this Committee is made by majority vote and cannot be appealed or grieved.

C. Personal Leave

1. Maximum Days

Personal leave shall not be deducted from sick leave accumulation, and is not cumulative, and no salary deduction shall be made.

Each bargaining unit member shall be granted at the start of each school year three (3) unrestricted personal leave days to be taken at such time as the teacher desires provided that except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled at least twenty-four (24) hours in advance.

2. Application (See Appendix E)

Applicant must sign the leave form indicating that personal leave is requested.

3. Other

The Superintendent may grant additional personal leave day(s) for other valid reasons, and/or in emergency situations, when personal leave days' entitlement has been exhausted.

4. Abuse of Personal Leave

Personal leave is not to be used for gainful employment, seeking employment, extending vacation, accompanying spouse on business or pleasure trip, recreation. Abuse of these provisions will constitute grounds for disciplinary action.

5. Unused personal leave days will be converted to sick leave days at the end of each school year.

D. Sabbatical Leave

1. Procedure

a. Application

Upon written application made not later than February 1 of any school year, and with the approval of the Superintendent of Schools and the Board of Education, not more than two percent (2%) of the professional staff shall be granted sabbatical leaves for the following school year.

b. Screening Committee

All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and Board by a committee consisting of three (3) representatives of the Board and three (3) representatives of the Association.

c. Qualifications

The committee shall consider, among other qualifications, the following:

- (1) The proposed program of the applicant as related to professional graduate study.
- (2) The value of the proposed program to the Buckeye Local School District, its pupils, and the individual applicant.

d. Approval, Compensation, and Replacement

Teachers approved for a sabbatical leave will be notified of their approval by March 1 or as soon thereafter as possible. Once approved, the teacher will be required to take sabbatical unless the request is withdrawn on or before June 1 or unless the teacher presents documentation to the Superintendent of the loss of expected financial assistance or significant loss of income which would negatively impact on the teacher's ability to take this sabbatical leave. Teachers on a sabbatical leave shall be entitled to a salary equal to the difference between the teacher's regular contract salary in effect at the time the sabbatical leave is approved and the salary of the replacement teacher hired for period of absence not to exceed Step 5 on the B.A. column. Replacement teacher must be certified by administration as available before leave is approved. Teachers on sabbatical will be advised of their options with regard to STRS contributions for the period of the leave.

e. Contract

A teacher on sabbatical leave will be given an employment contract for the year of leave.

f. Requirements

- (1) In order to be eligible for a sabbatical leave, a teacher must have been employed in the Buckeye Local School District for at least five (5) years.
- (2) Teachers requesting such leaves must accompany their applications with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a teacher will make a written report to the Superintendent of Schools detailing the use which was made of his/her leave. The teacher will present to the Superintendent a transcript from the university or college attended.
- (3) As a condition of being granted a sabbatical leave, a teacher must agree to teach in the Buckeye Local School District for a period of one (1) school year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments received from the Board during the leave period, including salary and insurance premiums paid on the employee's behalf.

g. Benefits

- (1) Teachers on sabbatical leave shall be given full credit on the salary schedule for the period of leave.
- (2) Teachers shall receive all benefits of Board paid insurances, etc., for the period of leave.

- h. All such sabbatical leaves shall be granted in conformity with the provisions of Section 3319.131 of the Ohio Revised Code.

E. Parental/Personal Medical/Family Medical Leave

1. Reasons

Leave without pay shall be granted teachers requesting leave for purposes of adoption or birth or care for an ill member of the immediate family or personal illness for the balance of the current school year. Except for birth or adoption leave that commences more than six (6) months after birth or custody of the child, the leave shall be extended for

an additional school year as requested by the teacher. To be eligible for birth or adoption leave, the teacher must be a primary care-giver for the child.

2. Application

The request by the teacher shall be submitted as soon as possible and, where known, at least thirty (30) days prior to the date on which the leave is scheduled to begin. The Board may in its discretion grant leave for an additional year if it is requested.

3. Termination of Leave

The Board may require that the termination of such leave coincides with the end of a school year, the end of a semester, or some other point in time at which the teacher's return coincides with the needs of the Board to avoid disruption of the studies of the pupils and work schedules of other employees. This provision shall not be construed to require return of a teacher when illness or disability precludes such return. A teacher may return from the leave prior to the scheduled return date upon mutual agreement of the teacher and Board.

4. Return to Service

- a. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave, and every effort shall be made to return the teacher to the same position, and if this cannot be achieved, the teacher shall be returned to an equivalent position. In the event of a reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.
- b. If a teacher on leave decides not to return at the end of the leave, he/she must notify the Superintendent promptly and submit a written resignation for Board action. In order for the Board to consider transfer assignment and RIF of other employees, the teacher on leave should give notice of his/her intention to return with the Superintendent for the following school year by April 1 of the calendar year in which the school year begins or such teacher should submit his/her resignation by July 10. If the leave is to begin after April 1, the teacher should give the Superintendent notice of

intention to return by July 1 which precedes the beginning of the school year or such teacher should submit his/her resignation.

5. Benefits

The BEA and Board acknowledge and agree to abide by the Family Medical Leave Act of 1993 ("FMLA"). The parties further agree that an employee may choose to take (1) an unpaid leave in accordance with the FMLA, (2) a paid leave or an unpaid leave under Section E. 1 of the negotiated Agreement, or (3) a combination thereof. However, the Board of Education's obligations to extend Board-paid insurance benefits in accordance with Article XV of the Agreement will not extend beyond the greater of twelve (12) workweeks or the period of the employee's accrued sick leave. Teacher-paid premiums for leave under this section will be based on the group rate. Any additional extension of insurance benefits will be in accordance with the Master Agreement.

6. At the time an employee requests parental leave, the employee may designate the extent to which sick leave will be requested to cover that portion of the leave resulting from disability from pregnancy and childbirth. In accordance with paragraph A. 3 of this Article, a teacher may use sick leave for absence due to disabling pregnancy or other personal disability resulting from pregnancy, childbirth or adoption and due to the illness of a child. As justification for use of sick leave for disabilities arising from pregnancy, childbirth and adoption, the teacher shall submit a statement by the attending physician substantiating that a disability exists.
7. A teacher who exhausts the sick leave days warranted under this agreement and has obtained parental/personal medical/family medical leave shall be entitled to have the Board pay the cost of the premiums for the fringe benefit insurance subject to the following:
- a. A teacher having five (5) years of continuous service with the Board shall be entitled to thirty (30) days' coverage.
 - b. A teacher having ten (10) years of continuous service with the Board will have sixty (60) days' coverage.
 - c. A teacher having fifteen (15) years or more of continuous service with the Board will have ninety (90) days' coverage.

8. In those instances where a teacher is absent ten (10) or more consecutive workdays, the absences will be presumed to be covered by the FMLA and the teacher will be sent a notice of a preliminary FMLA designation and Form WH380 (Appendices I and J, respectively). If the teacher does not believe the preliminary designation is correct (e.g., it does not relate to the birth of a child, placement of a child for adoption or foster care, care for a spouse, child or parent with a serious health condition, or to care for the employee's own serious health condition), the employee will have thirty (30) calendar days to notify the Treasurer and to provide written verification (if available) that the leave does not fall under the FMLA. Otherwise, the teacher must return the completed Physician Statement, Appendix J. Any teacher who is unable to provide the necessary verification within thirty (30) days must contact the Treasurer to make arrangements for an extension of fifteen (15) calendar days. Otherwise, the designation will become final. The designation of sick leave as an FMLA qualifying leave does not impact the teacher's ability to elect to use either paid or unpaid leave under this Article; rather, it allows the Board to track the period of extended Board-paid benefits under this section. The Board agrees that it will not rely upon this agreement as a means of requiring verification of sick leave requests. The Board further agrees that no information provided by employees under this agreement will be used for any disciplinary purposes. (See Appendix K, Notice of Preliminary Designation of FMLA Leave).

F. Assault Leave

Pursuant to and in accordance with Section 3319.143, Ohio Revised Code, assault leave shall be granted to a member of the bargaining unit who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141, Ohio Revised Code, or leave granted under rules adopted by the Buckeye Local Board of Education pursuant to Section 3319.08, Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status, including fringe benefits, during such absence.

A member of the bargaining unit shall be granted assault leave according to the following rules:

1. The absence resulted from a school related incident which must have occurred during the course of employment with the Buckeye Local

Board of Education during the contractual year or when on assignment for the Board.

2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.
3. If the employee received medical attention and/or is absent from his/her assigned duties more than five (5) working days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
4. A member of the bargaining unit shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted.
5. Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member becomes eligible in accordance with the Ohio Revised Code. Pay would include supplementary contract amounts.
6. Payment shall be discontinued when the member elects to retire, or after one hundred eighty-five (185) working days, whichever occurs first.
7. If Workers' Compensation is awarded for disability for said injury, then the amount awarded will be deducted from said teacher's full salary.
8. Falsification of either a signed statement or a physician's certification is reason for suspension or termination of employment under Section 3319.16 Ohio Revised Code.

G. Professional Leave

1. Requests for professional leave will be considered for approval which include program formats which clearly show that it will benefit the teacher or the local school program(s). Evidence to this effect must be provided by the applicant at the time when request for approval to attend the meeting is submitted. Upon presentation of such evidence, request may be granted.

2. Each request for professional leave must be submitted to the building principal and receive approval from the Superintendent. The request, indicating approval or disapproval, will be returned to the teacher within ten (10) days of submission, if possible.
3. Whenever possible, requests should be submitted to the Superintendent's office at least three (3) weeks in advance of the professional leave if the teacher intends to be reimbursed for approved costs associated with the professional leave.

H. Payroll Deduct Days

1. The Board of Education, through its Superintendent, retains the sole discretion to approve or deny requests for "payroll deduct days."
2. If the request is approved by the Superintendent, the teacher will not receive a letter in her/his personnel file. Only the teacher's per diem pay will be deducted for each day approved.
3. If the request is denied by the Superintendent and the teacher takes a payroll deduct day(s), the teacher may be subject to discipline in accordance with Article X. G. of the Master Agreement. The teacher reserves the right to pursue a grievance over the disciplinary action per Article XIII. B. a. of the Master Agreement.
4. If the request is denied, the Superintendent will verbally explain the reason for the denial to the teacher.

I. Jury Duty

Jury duty pay shall not be deducted from the teacher's salary and the teacher will not be charged for personal leave.

J. Leave Pursuant to Summons or Subpoena

Any teacher who is summoned or subpoenaed for a job-related legal matter shall be granted leave with no loss of pay for days missed by reason of the summons or subpoena. A summons or subpoena issued because of a custody dispute involving a student is considered to be job-related.

Any teacher who is summoned or subpoenaed for a non-job related matter shall be allowed to use personal leave or take an unpaid day at the discretion of the teacher without further penalty.

K. Bereavement Leave

In the event a death occurs in the teacher's immediate family and the teacher has exhausted available sick and personal leave, he/she will be granted up to two days of paid leave upon request. Immediate family is defined under Section A.4.

VIII. ASSOCIATION RIGHTS

A. BEA General Meetings

Buckeye Education members shall be granted dismissal for three (3) General Assembly Meetings per year at the end of the student day, following the last bus departure. The principal of each school is to be notified by Buckeye Education Association one (1) week in advance of each of the three (3) scheduled meetings. Officers/Executive Council members shall be granted such dismissal for up to ten (10) Executive Council meetings per school year with the approval of the building principal provided the meeting is scheduled after the teacher workday. The officers/Executive Council members will provide their building principal with reasonable notice of the scheduled Executive Council meetings. The BEA shall be granted thirty (30) minutes during the opening general session (A.M. portion) on the first teacher workday to meet with its members.

B. Association Meetings

1. The Superintendent will approve requests to participate in Association meetings not to exceed twelve (12) days in each school year covered by this agreement in order that Association officers or members may attend Association meetings or participate in Association business. The Association will pay the substitute cost for the eleventh (11th) and the twelfth (12th) day.
2. The only cost to the Board of Education for such days shall be the substitute teacher's compensation. Teachers on such leave shall incur no loss of salary.

C. Exclusive Rights

The Board shall grant the BEA such exclusive rights necessary to provide for proper representation of the instructional staff, including: (a) Board agenda - two (2) copies and two (2) copies of the minutes of each Board of Education official meeting for each school with one (1) copy going to the BEA building representative; (b) use of the bulletin boards in teachers' lounges and exclusive organizational right to install organizational bulletin boards therein; (c) payroll deductions for membership dues and FCPE contribution for members starting with the second pay in September and ending with the last pay in June; (d) organizational announcements in faculty meetings, reasonable use of public address system for announcements to be made by the principal or authorized personnel, and faculty bulletins to instructional staff as is in keeping with normal school communication procedure; (e) five (5) minutes time as arranged beforehand at all general instructional staff meetings or building level meetings, shall be made available for BEA announcements; (f) use of telephone during lunch period, after school, during planning period, and other times; (g) use of building for BEA building meetings or Executive Council meetings in that building before or after the scheduled employee workday, provided the custodian is normally on duty for the period of time requested; (h) limited and reasonable use of school facilities; (i) interschool and intra-school mail services as available.

D. Fair Share

1. In recognition of the Association's services and benefits to the bargaining unit, all teachers shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a fair share fee.
2. The Board agrees to an automatic payroll deduction, unless paid in one (1) lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than 100% of the unified dues of the Association, from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.
3. Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former member, and the amount

of the fee yet to be deducted shall be the annual membership dues, less the amount previously paid through payroll deduction.

4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15, except that no fair share fee deductions shall be made for teachers employed after December 31 until the second paycheck.
5. Dues rates and fair share fee rates shall be transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts deducted to the Association.
6. The Board further agrees to accompany the initial transmittal with a list of the names of teachers for whom all such deductions are made.
7. The Association represents to the Board that an internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and of the State of Ohio. Annually, the Association shall give to the Board, at the same time it is given to fair share fee payers, a copy of the internal procedure and all other materials required by law to be given to fair share fee payers. If the procedure or other materials given to fair share fee payers are found to be inadequate by a court, then the Board's obligation to deduct fair share fees shall be suspended until and unless the procedures and/or information are brought into compliance with applicable constitutional requirements. The Association retains the right to collect such fair share fee in accordance with paragraph 11, below.
8. The amount to be deducted from the pay of all non-Association members shall not be more than 100% of the unified dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
9. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to the following:
 - (1) To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;
 - (2) To permit the Association or its affiliates to intervene as a party when it so desires; and/or
 - (3) To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and
 - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.
10. A nonmember of the Association who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services, and assistance enjoyed by regular active members of the Association, other than those excluded by OEA Policy 200.06.
11. Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent, and shall be liable subject to a civil action for damages in the amount of any unpaid service fee and other assessments, to the Association for the annual fair share fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement, and it will not be granted to

any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

E. Job Descriptions

The BEA shall be notified of changes in job descriptions for teachers and extracurricular positions and provided the opportunity for input prior to Board adoption.

F. Nonpayment of dues

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken equally out of subsequent pays until such time as the unpaid dues are caught up. The Buckeye Treasurer and the BEA Treasurer shall consult one another to confirm the bargaining unit member has not paid the dues for the month(s) in question.

IX. EMPLOYMENT PRACTICES AND CONDITIONS

A. Employee Workday

The regular employee workday shall be no longer than eight (8) continuous hours, including a duty-free lunch period. The length of the duty-free lunch period shall be no less than:

Kindergarten through fifth grade - 50 minutes
Sixth through twelfth grade - 30 minutes

With the exception of parent-teacher conferences, any work performed outside the workday or work year that is not expressly set forth in this Agreement shall be voluntary. Parent-teacher conferences may extend the hours worked in a regular workday; however, the teachers will be given corresponding release time as scheduled in accordance with section C.4. below.

No teacher shall be expected to start on elementary time and end on secondary time (or vice versa) or work a schedule that extends the workday unless the teacher requests that schedule, without additional pay.

B. Leaving the Building

Leaving the building at the duty-free lunch period and at other times during the school day.

1. Duty-Free Lunch Period

Teachers who have a desire to leave the building during their duty-free lunch period as scheduled by the building principal shall check out/in on the form located in the principal's office, giving the teacher's name, time leaving the building, and time re-entering the building.

2. Permission to Leave the Building during the Scheduled Workday

Teachers who have a need to leave the school building during any other time during the school day due to unforeseen circumstances that cannot be addressed outside of the workday shall discuss this need with the principal or designee. If, in his/her judgment, the principal or designee believes the circumstances require the teacher to leave and arrangements can be made without conflict with other activities or needs, the principal or designee will, whenever possible, cooperate.

C. School Calendar

1. The school year for teachers will consist of one hundred eighty-five (185) days as follows:

178	Days of Instruction
2	Parent-Teacher Conference Days
3	Teacher Professional Days
<u>2</u>	Teacher Report Days
185	Salary Based Days

2. A minimum of two (2) days per school year shall be scheduled for the purposes of parent-teacher conferences. The first and second such days shall be during the first semester of the school year and the third and fourth such days shall be during the second semester.

3. During parent-teacher conferences, any teacher with school age children will be given the opportunity to attend a parent-teacher conference in another building or school district.

4. A proposed calendar for a given school year will be shared with the BEA for input prior to final Board approval. While the Board will consider the Association's input, concerns and suggestions for scheduling of days of instruction, conference days, professional days, report days, and calamity/make up days, the final schedule will be determined by the Board of Education.

D. Annuities Enrollment

Contracts between employees and the Buckeye Local Schools to reduce the employee's basic salary and pay a like amount to a tax sheltered annuity each month for the purchase of a non-forfeitable annuity shall be permitted at any time as permitted by the annuity provider.

The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

E. Substitutes

1. Period substitutes as provided in paragraphs 4 and 5 below shall not be used in either a long term substitute position or to relieve split-grade classes.
2. Should a regular elementary classroom teacher be assigned by the principal to instruct additional classes or be assigned students from another regular teacher's class for supervisory or instructional purposes beyond his/her regular assignment, he/she shall be compensated at the rate of 1/3 the substitute rate for 45 minutes to three hours or 2/3 the

substitute rate for any time beyond three hours. The maximum a teacher can receive under this section is 2/3 of the substitute rate.

3. Substitute teachers will be provided for elementary teachers of art, music, physical education, and special education when available. Upon prior request by the classroom teacher, substitute aides will be provided for those aides assigned one-on-one with a specific student responsibility when available.
4. When a regular classroom teacher substitutes for an art, music, physical education teacher, or another regular classroom elementary teacher, or when an art, music, physical education, teacher substitutes for a regular classroom elementary teacher, he/she shall be paid for substituting at the "secondary planning period" rate for such assignments of greater than twenty-five (25) minutes and at one-half (1/2) the "secondary planning period" rate for assignments of twenty-five (25) or fewer minutes.
5. Secondary Period Substitution

Every effort shall be made to find a regular substitute for a teacher who is absent. However, all secondary teachers may sign a supplementary contract to substitute during planning periods. Teachers in the junior and senior high schools may volunteer to cover various classes when a regular substitute is not available. The amount per period will be at the current "secondary planning period" rate as defined in this Agreement. Assignments shall be made in the following order of preference: (1) substitutes or volunteers; (2) persons who hold contracts; (3) persons who do not hold contracts who have not volunteered (on a rotating basis); and (4) bargaining unit members without regular planning period on emergency basis only (e.g., guidance counselors, nurses, specialists).

6. Upon return from an absence requiring a substitute teacher, the teacher will complete a substitute teacher checklist form. (A substitute is defined as an employee outside of the bargaining unit, for the purposes of this checklist.)

The checklist is to be mutually developed and agreed upon.

7. Planning Periods

Any teacher who is required to use planning and conference time within the student day for proctoring state mandated assessments will receive compensation for that period in accordance with Article XIV, Section I.

8. Should a regular classroom high school/junior high school study hall teacher be assigned another study hall by the principal beyond his/her regular assignment, he/she shall be compensated for that period in accordance with Article XIV, Section I at the period substitution rate.

F. Payday

1. All teachers shall have their paychecks delivered via direct deposit. Teachers may designate up to (3) different accounts for disbursement of funds. When a payday falls on a legal holiday, checks will be direct deposited on the last business day prior to the legal holiday.
2. Teachers shall have the option of twenty-one (21) or twenty-six (26) pay periods. The selection of a twenty-one (21) pay period will not affect teachers' insurance coverage. A teacher will automatically be on the previous year's pay period schedule unless the teacher notifies the Treasurer of a desire to change on or before the first day of the school year.

G. Just Cause

No bargaining unit member shall be non-renewed, terminated or adversely evaluated without just cause. Adverse evaluation shall be defined as an evaluation that results in a final evaluation rating of "ineffective".

H. Progressive Discipline

Teachers may be disciplined for just cause, and the discipline will be progressive in nature. The Superintendent may initiate action on any step in the procedure and the principal may initiate action on step 1 or step 2 in the procedure, depending upon the number of incidents, the teacher's past and present performance, and the seriousness of the offense. A written reprimand by the principal will be submitted to the Superintendent for his/her initials before placing in the personnel file. The Superintendent may determine that the letter does not warrant placing in the file.

- Step 1 - Oral Reprimand
- Step 2 - Written Reprimand
- Step 3 - Suspension With or Without Pay
- Step 4 - Termination for Just Cause

Any such discipline will be subject to the grievance procedure.

I. School Make-Up Days

A minimum of five (5) school make-up days will be incorporated into the school calendar in the event there is a need to make up time as a result of calamity days. The make-up days will be scheduled with input from the Association, with the final determination being made by the Board of Education. At the Superintendent's discretion, teachers may be required to report to work on a calamity day which, district-wide, is non-hazardous. The staff and administrators in each building will develop professional development activities for these days, which may include time for planning and record keeping appropriate to the building prior to October 1 for each year.

J. Payroll Deductions

Payroll deductions shall include but are not limited to:

FCPE	Credit Union	Cancer Insurance
CDC	STRS Credit Buy-Back	Tax-Sheltered Annuities
United Way	Dues/Fair Share Fee	U.S. Saving Bonds
Life Insurance	Aflac	125 Flexible Spending Accounts

Payroll deductions for tax sheltered annuities are contingent upon the teacher signing an agreement to hold the Treasurer and Board harmless for any liability, costs or penalties assessed by the Internal Revenue Service due to such deductions, provided the deductions are made correctly.

The Board is responsible for any liability, costs or penalties assessed to an employee by the IRS because of incorrect deductions from the employee's pay.

K. Class Size

1. Ratio-District Wide

The ratio of certificated staff to pupils on a district-wide basis shall be at least one full-time equivalent certificated staff member per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.

2. Secondary

The total load of each regular classroom secondary teacher (grades 6-12) shall not exceed an average of thirty (30) students per class, excluding study hall, physical education, instrumental or vocal music, or lunchroom supervision.

3. Elementary Class Size

- a. Grades K-2 shall not exceed an average of twenty-five (25) pupils per each individual homeroom teacher.
- b. Grades 3-4 shall not exceed an average of twenty-five (25) pupils per each individual homeroom teacher.
- c. Grade 5 shall not exceed an average of twenty-five (25) pupils per each individual homeroom teacher.
- d. The "averages" as noted in 3. a-c shall be calculated by adding the number of individual homeroom teachers in each set of grade groupings, (i.e., K-2, 3-4, 5), and dividing them into the total number of pupils in all grades within the grade groupings. The variation between individual homerooms in a building in each grade level shall not exceed four (4) students.

e. State-Funded Units Class Size

State-funded units (i.e., vocational programs, special education) shall not exceed maximum class size established by the State Department of Education.

f. Traveling Teacher Class Load

Efforts shall be made to have teachers who teach in more than one building travel to another building only once per school day.

g. Special Education Class Load

The case load ratio for intervention specialists shall be in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities.

h. Student Enrollment

Teachers will notify building administrators of overloads by the 15th working day of each semester. The building administrator will then have fifteen (15) working days to correct the overload. If the overload is not corrected within this 30 working day period, the teacher shall be compensated in accordance with Section j. below.

i. Overload

An overload shall exist when a class size exceeds the average limit as set forth in Sections J.2. and J.3. of this Article.

j. Overload Compensation

Compensation for overload in grades K-6 shall be paid \$150.00 for each additional student over the appropriate grade level average per semester.

Special teachers shall be paid according to the above formula with the monies divided equally between the affected special teachers.

L. Schedule

1. Elementary Schedule

- a. Each elementary teacher including all day, every day kindergarten shall have one (1), forty minute planning period or the equivalent at least three (3) times per week. For purposes of this paragraph, twenty-minute planning periods on each of two days shall be the equivalent of one (1) forty minute planning period on one day.

Teachers cannot be required to perform non-instructional duties during this planning time.

- b. Special teachers (art, music, physical education) shall be permitted five (5) minutes between each class.
- c. Teachers shall not be required to attend more than three (3) morning administrative assigned meetings a week.

M. Association Representation

Upon request, a teacher may have Association representation at:

1. A meeting with the administration where the meeting is for the purpose of investigating and/or addressing conduct that is anticipated to lead to discipline; or
2. A meeting with two or more administrators where the meeting does not relate to a specific student concern (e.g., IEP, 504, IAT or student discipline meetings).

The teacher will be given prior verbal notice of the purpose of these meetings.

N. Professional Attire

Teachers are expected to dress in professional attire commensurate with the activity/environment in which they are involved. Professional attire does not include:

- Clothing, attire or footwear that is not in good repair
- Apparel or jewelry that promotes alcohol, drugs, tobacco, violence, gang activity, or presents an obscene message
- Sagging pants
- T-undershirts or muscleman tanks worn as outerwear
- See-through tops
- Clothing having holes
- Visible spandex undergarments worn as an outer garment
- Ripped, torn, or tattered clothing
- Cut-offs
- Pajama bottoms

- Ragged edged clothing
- Visible undergarments
- Tops that expose the midriff
- Low cut tops
- Traditional style flip flops
- Shorts unless commensurate with the activity that the teacher is engaged in
- Visible jewelry worn in connection to body piercing other than in the ear

It is the hope of Management and the BEA that blue jeans, T-shirts, sweatshirts, and tennis shoes will be worn on a limited basis.

O. Labor/Management Committee

1. A joint Labor/Management Committee will be maintained to deal with issues concerning the Board of Education and the Association. The Committee will be structured as follows:
 - a. the Superintendent and the Association President
 - b. additional and equal (3 each) representation as appointed by the Superintendent and the Association President.
2. The Labor/Management Committee will meet regularly for the purpose of presenting, discussing, clarifying, and/or resolving issues of mutual concern.
3. The function and operation of the Labor/Management Committee will be outlined within the rules established by the Committee.

P. Elementary Classroom Support Fund

An Employee Classroom Support Fund with individual teacher accounts will be created. It will be funded by elementary teacher participation in after hour school sponsored educational events such as Open House, Christmas/Spring Programs, and Family Educational Nights. The Fund will be for instructional use only.

The maximum amount for each account will be \$200.00. An account for a teacher will be opened in the amount of \$50.00 upon participation in their

first event. A teacher must attend two other events during the same school year to receive an additional \$150.00.

Allocation will be made to the fund on a building basis. The principal will disburse the funds to individual teachers. A maximum of \$200 can be carried over into the next school year.

Q. Teacher on Special Assignment (TOSA)

If the administration determines a TOSA is necessary for a given school year, the position will be posted pursuant to Article VI. Any teacher who fills the position of TOSA will not have duties related to the supervision or evaluation of any bargaining unit member.

X. SENIORITY

A. Seniority Defined

1. Seniority shall be determined by the length of continuous service in the Buckeye School System in any area a teacher is certified. Among those with the same length of continuous service, seniority shall be determined by:
 - a. The date of the Board meeting at which the teacher was hired, and then by,
 - b. The date on which the teacher submitted a completed job application, and then by,
 - c. Total teaching experience, and then by,
 - d. A draw of numbers with the person holding number one (1) as the most senior.
2. Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

3. For purposes of the RIF program, teachers with continuing contract status shall have greater seniority than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

B. Posting of Seniority List

The seniority list shall be posted annually in each building/work site. The seniority list shall indicate, by area of certification, the seniority standing and contract status of each employee. The list shall be provided to the BEA President on or before the date of posting.

C. Correction of Inaccuracies

Each employee whose name appears on the seniority list for the first time will have the right to challenge his/her seniority standing. Once the dispute has been resolved, the employee will be precluded from further challenging his/her seniority standing. At any time, teachers may challenge the areas of certification listed on the seniority list or typographical errors. Any dispute under this paragraph will be subject to the grievance procedure.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board, including exhaustion of recall rights as provided in Article XII, Reduction in Force. A bargaining unit member who accepts a non-bargaining unit position shall have his/her seniority frozen until such time as the employee reenters the bargaining unit.

E. Certification

Any teacher hired on or before August 15, 1995 who wishes to drop areas of certification must provide written notice of that intent on or before October 1 of the school year proceeding the school year during which the change will take effect.

Any teacher hired on or after August 16, 1995 cannot drop areas of certification without prior Board approval.

XI. REDUCTION IN FORCE

A. Reasons

A reduction in force (RIF) shall be deemed necessary only for the reasons defined in O.R.C. 3319.17. This Article shall not apply to teachers employed as substitutes.

Reduction in force for “financial problems” may be effective after the beginning of the school year only if the District will have an operating deficit at the end of that school year.

B. Attrition

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements in so far as practicable for employees who retire or resign or whose limited contracts are not renewed.

C. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition or nonrenewal of limited contracts, reductions shall be achieved by the suspension of teaching contracts in accordance with O.R.C. 3319.17 and this Agreement. Within each area of certification/licensure affected, any reduction in force not achieved by attrition will be accomplished by first, suspending the teaching contract of teachers with limited teaching contracts and second, by suspending continuing teaching contracts. The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of reduction in force decisions made prior to June 15, 2014, all teachers will be deemed “comparable”. Reduction in force decisions made on/after June 15, 2014, will look at comparable evaluations within the specific overall evaluation category received by the affected teacher (i.e., limited contract teachers in the affected area of licensure who received an overall rating of ineffective will be laid off before a limited contract teacher with an overall rating of developing, and within the category of ineffective, the most junior teachers will be laid off before the more senior).

D. Procedures

1. Notification of Association

When a reduction in force is to be implemented, the BEA President shall receive, in writing, at least fourteen (14) calendar days prior to the Board action approving a reduction in force:

- a. A list of the positions in each teaching field affected by the reduction in teachers; and,
- b. The seniority lists for all teachers as outlined in Article XI, Seniority.

Note: Tutor positions and individuals employed as tutors will not be included on the lists referenced in Subparagraphs (a) and (b) above and are not subject to this reduction in force procedure.

- c. The proposed time schedule; and
 - d. The reasons for the proposed action.
2. After receiving written notice of the anticipated Board action on reduction in force, the BEA President may request a meeting with the Superintendent to discuss the impacted position, the individuals directly affected by the proposed reduction in force and any anticipated involuntary transfers that may occur as a result of the reduction in force in accordance with Article XII D. 6 below.

3. Notification of Teachers

Any teacher whose contract is ultimately affected by a reduction in force, following any reassignments or involuntary transfers per Article XII D. 4 shall be notified of such action at least forty (40) days prior to the effective date of the reduction in force.

4. Nonrenewal Versus Suspension of Contract

A limited contract teacher who was not otherwise being considered for nonrenewal and who is a subject of a reduction in force will have his/her contract suspended instead of nonrenewed. Notwithstanding this provision, nothing in this article shall abridge the Board's right to nonrenew the limited contract of a teacher as provided under O.R.C. 3319.11.

5. Re-employment of Teachers from the RIF List

- a. A teacher whose name appears on the RIF List shall be offered reemployment when a position becomes available for which he/she is certified/licensed. The RIF List shall contain the years of continuous service in the District and subjects certified/licensed to teach. Teachers shall be returned to active employment to fill vacancies for which they are certified/licensed with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of recall all teachers will be deemed "comparable", if they were RIF'd prior to June 15, 2014, for the remainder of their time on the recall list. Individuals laid off on/after June 15, 2014, will be recalled based upon comparable evaluations within the specific overall evaluation category received by the affected teacher (i.e., limited contract teachers in the affected area of licensure who received an overall evaluation of developing will be recalled before a limited contract teacher with an overall rating of ineffective, and within the category of ineffective, the most senior teacher will be recalled before more junior teachers).
- b. When a vacancy or an opening resulting from a leave of absence which will last to the end of the school year occurs in the District, the Board shall notify all teachers certified/licensed for the position by certified mail to their last known address. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall respond to the Board in writing within fifteen (15) days from the date of delivery of the Board's letter. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority.
- c. No teachers new to the District will be employed until all teachers on the RIF List eligible for any position by certification have been offered a contract for the position in accordance with the provisions of this policy.
- d. Teachers whose contracts are suspended in accordance with this Article shall remain on the RIF List for up to three (3) school years, beginning from the effective date of the contract suspension, or until the teacher waives recall rights in writing, resigns, or accepts

employment in another school district. Teachers whose continuing contracts are suspended in accordance with this Article shall be placed on the RIF List effective with the effective date of the contract suspension and shall remain on the RIF List until the teacher waives recall rights in writing, resigns, retires, accepts employment in another school district or fails to respond to an inquiry of interest in writing by April 1. Prior to March 1 of each year the Board shall send an inquiry of interest by certified mail, return receipt requested, to each continuing contract teacher on the recall list to determine continued interest in remaining on the recall list. The letter shall state that if a response is not received by the Board by April 1, the teacher will be removed from the recall list. The teacher must respond to the inquiry of interest by April 1 in order to remain eligible for recall.

- e. Upon recall, all rights related to salary, sick leave, fringe benefits, and seniority shall be fully restored.
- f. Where the group insurance policies permit, a teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
- g. Teachers on the RIF List will be given priority consideration as substitute teachers in the District.
- h. Acceptance or rejection of a position other than a regular full time teaching position shall not, of itself, constitute a waiver of these recall rights.
- i. The Board will not contest unemployment compensation requests by a teacher whose contract is suspended due to a reduction in force.

6. Involuntary Transfers Resulting From Reduction in Staff

When it is necessary to transfer remaining teachers after a reduction in force, and only with respect to such transfers, the following procedures shall apply:

- a. Any teacher required to move from building to building shall be considered as an involuntary transfer.

- b. Before any teacher is involuntarily transferred, the Superintendent shall make available to every affected teacher a list of all positions to be filled by involuntary transfer. Any teacher to be involuntarily transferred may, within fourteen (14) days after the list is made available, express his/her preference for a position. Any other qualified teacher may also submit an application for transfer to any such positions within fourteen (14) days. The Superintendent shall consider teacher preferences and seniority but shall retain the final authority to transfer teachers in accordance with Ohio Revised Code 3319.01.
- c. Should the position from which a person is involuntarily transferred be recreated or vacated within three (3) school years of the transfer, the individual shall be given the right of first refusal prior to the position being posted or otherwise filled. Should the individual who was transferred bid out of the position from which he/she was involuntarily transferred, he/she will lose the right of return to the former position.

7. State and Federal Law

Exceptions to preference for retention or recall based on seniority may be made when necessary to do so in order to comply with state and federal laws regarding employment.

8. Grievance Procedure

Only the procedure by which reduction in force is carried out shall be subject to the arbitration provision of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provision of this Agreement.

XII. GRIEVANCE PROCEDURE

A. Statement of Policy

In order to provide the best possible educational climate and program for the Buckeye Local School District, and to establish harmonious effective relationships among those working toward this goal, the purpose of grievance procedures is to resolve satisfactorily personnel differences which

would tend to unsettle or undermine the effective functioning of the school system. These procedures are based on sound, comprehensive and generally available personnel practices. Employees of the Buckeye Local School District are guaranteed the right to be heard, and to present their grievances in accordance with this plan with freedom from reprisal or discrimination. Decisions shall be rendered fairly and promptly.

A grievance shall not be used for the purpose of changing a provision of the negotiated Agreement.

B. Definitions

1. Grievance

A grievance is defined as a written claim filed by an employee(s) or the BEA alleging that there has been a violation, misapplication, or misinterpretation of a term, condition, or provision of this Agreement.

2. Party of Interest

“Party of Interest” shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

3. Grievant

The term grievant shall include any certificated, non-supervisory personnel in the Buckeye Local School District.

4. Days

Days shall mean actual working school days, or during the summer, the five working days excluding holidays.

5. Non-contractual Issues

Issues involving any alleged violation, misinterpretation, or application of individual contracts, written board policy, written administrative procedures, will not be considered grievable and will, instead, be addressed by the Buckeye Board/BEA Labor/Management Committee.

All parties will be permitted representation. Discussions and resolution will be held confidential by all parties.

C. Rights of the Grievant and the Association

1. A grievant shall be present at all grievance hearings and may only be represented by the Association. At all levels other than the arbitration level the grievant may have up to two (2) representatives of the BEA and/or OEA accompany him/her. The number of representatives allowed at arbitration shall be determined by the parties and/or arbitrator.
2. The grievant and the Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the parties concerned.
3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the principal of a school and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted as Step II described below.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.

D. Time Limits

1. The number of days at each step is considered a maximum unless:
 - a. The time limits are extended, in writing, by mutual agreement.
 - b. Illness or unusual circumstances prevent meeting the time requirements of the Informal procedure, Step I, or Step II.

2. If an employee does not file a grievance in writing within thirty (30) days after he/she knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be decreed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
5. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year or is filed during the summer, the grievance shall continue on the time limits specified.
6. No grievance may be heard when classes are in session; however, any grievance submitted to arbitration pursuant to Step III shall be heard at a time and location subject to the arbitrator's approval.
7. All communications on grievances shall be hand delivered with initials of the recipient and date recorded thereon, or sent by certified mail.

E. Grievance Procedure

1. Informal Procedure

If a teacher believes there is basis for a grievance, he/she shall first discuss the matter with his/her principal in an effort to resolve the problem informally. The teacher has the right to be accompanied by the Association building representative.

Grievances may be adjusted informally provided the adjustment is not inconsistent with the policies and procedures of the Board.

If the grievance is not resolved within five (5) days of such informal meeting, he/she may present his/her formal claim by submitting Step I - Complaint by the Aggrieved in triplicate, which is set forth in the Appendix. Copies of this form showing the date of occurrence and a

statement of the nature of the grievance will be given by the teacher to the Association building representative and to the principal. Before proceeding to Step I, the grievance must have the approval of an appropriate review committee of the Association.

Step I

Within five (5) days of receipt of the Grievance Report Form, the principal shall meet with the teacher and his/her Association representative in an effort to further resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) school days after such meeting by completing Step I - Decision of the Principal and returning to the teacher, the Association representative, and the Superintendent.

If the teacher is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the grievant and the Association shall complete the lower portion of the Step I - Decision of the Principal and submit that form within ten (10) school days to the Superintendent, the principal, and the Association representative.

Step II

Within five (5) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. The designee of the Superintendent shall not be the principal involved in Step I. Within five (5) school days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his/her portion of Step II and forwarding it to the teacher, the Association, and the principal.

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, then the grievant and the Association shall complete the lower portion of Step II - Decision of the Superintendent or Designee within ten (10) days and submit the grievance to arbitration, by filing a copy with the Treasurer along with Step I - Complaint of the Aggrieved and Decision of the Principal. Notification of such appeal shall also be given by the grievant to the Superintendent, the principal, and the Association.

Step III

Within ten (10) school days, an Association representative shall appeal to the American Arbitration Association (AAA) for a list of seven (7) arbitrators. The arbitrator selection and all other procedures shall conform to the AAA Voluntary Rules of Arbitration.

The arbitrator shall be without power or authority to add to, subtract from, disregard, alter or modify any of the terms, conditions, or provisions of this Agreement. He/she shall have no power to establish or change negotiated salary schedules. In the event a grievance is appealed to an arbitrator on which he/she determines that he/she does not have the authority to rule, it shall be referred back to the parties of interest, but such decision shall not interfere with a teacher's or the BEA's right to pursue this matter in court. An arbitrator's decision shall be limited to the finding of fact on the meaning and interpretation of the language of this Agreement, along with the grievance cited and the dispositions rendered in the various steps. (This sentence in no way limits what may or may not be presented by either party at an arbitration hearing.)

The costs for the services of the arbitrator, including his/her per diem expense, if any, and actual and necessary travel time and subsistence expenses, shall be borne equally by the Association and the Board.

XIII. SALARY SCHEDULE AND OTHER PAY REGULATIONS

A. Salary

The salary schedules shall be in effect in accordance with the Appendices attached hereto. [Increase the base salary 0% effective 8/12; 0% effective 8/13]

B. Salary Index

A salary schedule index shall be in effect in accordance with the Appendix attached hereto.

C. College Credits

1. Certified transcripts must be submitted to the Office of the Local Superintendent no later than October 1 in order to move on the salary schedule effective with the first day of the first semester and no later than March 1 in order to move on the salary schedule effective with the first day of the second semester. If the certified transcript is submitted after these dates, salary schedule placement will change effective with the first day of the next succeeding semester.
2. Teachers are required to inform the local Superintendent in writing at the time of registration in additional college course work to assist the Board of Education in budget, salary and appropriate planning.

D. Training Interpretation

1. Teachers with less than a Bachelor's degree will be placed in the training column corresponding to the number of semester hours of college credit earned in an accredited college or university.
2. Bachelor's degree column is for teachers who have been awarded a Bachelor's degree by an accredited degree granting college or university.
3. Five (5) year column is for teachers who hold a Bachelor's degree and a total of one hundred fifty (150) S.H. of accredited college credit but not a master's degree. Teachers in this classification who also qualify for the Bachelor's plus ten (10) S.H. or plus twenty (20) S.H. columns will be placed in the professional training column for which they qualify.
4. Bachelor's plus ten (10) column is a professional training column and is for teachers who have taken ten (10) semester hours of accredited graduate college credit in addition to receiving the Bachelor's degree.
5. Bachelor's plus twenty (20) S.H. column is a professional training column and is for teachers who have taken twenty (20) S.H. of accredited graduate college credit in addition to receiving the Bachelor's degree.
6. Master's degree column is for teachers who have been awarded a Master's degree by an accredited graduate degree granting college or university in a teaching field or directly related to the field of education.

7. Master's degree plus ten (10) S.H. column is a professional training column and is for those teachers who have taken ten (10) S.H. of accredited graduate college credit in addition to being awarded the Master's degree. The credit must be in a teaching field or directly related to the field of education.
8. Master's degree plus twenty (20) S.H. column is a professional training column and is for those teachers who have taken twenty (20) S.H. of accredited graduate college credit in addition to being awarded the Master's degree. The credit must be in a teaching field or directly related to the field of education.
9. Master's degree plus thirty (30) S.H. column is a professional training column and is for teachers who have taken thirty (30) S.H. of accredited graduate college credit in addition to being awarded the Master's degree. The credit must be in a teaching field or directly related to the field of education.

10. Graduate Credit

There shall be awarded to each teacher credit for all graduate hours taken on the salary schedule, regardless of sequence. No graduate hour(s) can be counted both as part of and in addition to the master's degree.

E. Service and Experience Interpretation

1. Teachers under contract for the effective date of this teacher's salary schedule will be granted full credit for prior experience as defined by Section 3317.13 of the Ohio Revised Code.
2. Placement upon initial employment after January 1, 1968, shall recognize full credit for each year of actual teaching and/or military experience as defined in Section 3317.13 and 3317.14 of the Ohio Revised Code to a total of five (5) years' experience.
3. All or part of teaching experience beyond five (5) years may be granted by the local Superintendent based upon his/her evaluation of its contribution to the position and educational program "provided no teacher received less than the amount to be paid pursuant to Section 3317.13 of the Revised Code."

F. Nurses

1. The school nurses shall be placed on the teachers' certificated salary schedule as per training and years of experience. Credit for training must be related to graduate level courses that relate to nursing or the field of education. For school nurses with five (5) or more years experience in the public schools or private experience described below, the school nurse shall be minimally placed on the certificated salary schedule at an appropriate level reflecting five (5) years of experience. The Superintendent may exercise discretion to grant additional years of experience, up to a maximum of ten (10) years on the salary schedule. Years of experience may include experience in the private sector related to direct patient care (not administrative experience).
2. The provision above shall not be applied retroactively. No school nurse is entitled to reimbursement for non-school nursing that was not credited for any school year prior to the 2001-2002 school year. However, salary placement adjustments will be made effective with the 2001-2002 school year for nurses employed before July 1, 2001. Nothing in this provision shall be contrary to law or guidelines of the State Department of Education.
3. The school nurses shall be on a one hundred eighty-five (185) days work schedule. Extra days to be approved by the Superintendent and shall be paid at the rate of one-one hundred eighty-fifth (1/185) of the annual salary per day. Prior written approval beyond the one hundred eighty-five (185) day year must be received from the Superintendent.

G. Severance Pay

An employee who has had ten (10) or more years of Buckeye Local School service and retires under a state retirement system (e.g. STRS), or dies, shall receive a cash payment of severance pay that is equal to the value of twenty-five percent (25%) of his/her accumulated but unused sick leave.

If the retiring employee is on less than full-time schedule at the time of retirement the calculation of the days due is to be based on the average workday during the year immediately preceding the effective date of retirement. If the retiring employee has been on an unpaid leave of absence, the per diem rate for purposes of calculating severance pay shall be based on the last year of active employment.

The calculation of severance pay shall be made on the basis of each eligible teacher's regular daily base rate of compensation at the time of retirement. Excluded from such calculations shall be annual differentials, shift differentials, all premium payments, regularly scheduled overtime, and all other forms of additional or supplemental compensation.

The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the teacher at the time of retirement.

The payment of severance pay shall be made only once to any teacher. Such payment shall be made within 30 days of the effective date of the teacher's retirement under a state retirement system. For teachers who are not subject to the mandatory deferral of severance pay in Paragraph H, below, severance pay may be deferred to an annuity contract or custodial account that is tax-qualified under Section 403(b) of the Internal Revenue Code if it is permissible to do so under applicable law and the terms of the School District's Section 403(b) Plan.

Severance pay will be paid to the spouse or estate of the teacher in the event of that teacher's death.

H. Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Article XIV, Paragraph G ("Severance Pay") mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.
2. The terms of the 403(b) Plan shall include the following:

- a. Participation in the 403(b) Plan shall be mandatory for any teacher who is entitled to Severance Pay and retires after the calendar year the teacher attains age 54.
- b. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay.
- c. Except as provided below, the required contribution to the 403(b) Plan shall be made within the timeframe described in Article XIV, Paragraph G. regarding the payment of severance pay.
- d. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired member.
- e. Unless the retired member otherwise elects, as is provided below, the TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC that was originally proposed for use with the 403(b) Plan using the "Bencor" Plan document. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the member. A participant in the 403(b) Plan may elect to designate another TSA provider who is to receive the employer contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at that time of the required contribution

under the 403(b) Plan; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.

f. If a teacher retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider contract and then paid by the plan to a Beneficiary of the teacher in accordance with the terms of the TSA provider contract.

3. If a teacher is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that teacher (i) will continue to be eligible for any and all severance payments payable in accordance with Article XIV, Paragraph G. of this Agreement. The teacher may elect to defer such payments to a "TSA" as permitted by law and Board policy.

4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the B.E.A. guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to a teacher.

I. Substitute Pay for Planning Period

Substitute pay for planning periods for teachers shall be in the amount of:

\$20.55 per period

Substitute pay for a complete block schedule planning period for teachers at Edgewood Senior High School shall be:

\$41.09 per period

J. Bargaining Unit Adult Education and Summer School Teachers

Pay for members of the bargaining unit who act as adult education and summer school teachers shall be in the amount of:

\$21.74 per hour

K. Industrial Arts Maintenance

\$24.64 per hour

The time must be approved in advance by the building principal.

L. Elementary Technology Resource Person

Each elementary building will have access to a technology resource person. The technology resource person will be given release time, as deemed necessary by the Superintendent and Technology Coordinator, to assist teachers in the use of technology to enhance curriculum. Compensation will be in accordance with Appendix B.

M. Mileage Reimbursement

Teachers required to travel by the District will be reimbursed at the prevailing IRS rate.

N. Extracurricular and Special Fee Pay Schedule

1. For the purposes of movement on the Extracurricular pay schedule, only years of experience under contract in the particular sport or activity shall be counted. The Superintendent's approval shall be required for: (1) years of experience in the same sport or activity in a school district other than Buckeye, (2) experience in the same sport or activity not under contract, (3) previous experience in the same activity when more than two calendar years have lapsed between resigning a position and accepting a position in the same sport or activity. In no event shall experience in one sport or activity be counted toward placement on the salary schedule in another sport or activity. The Extracurricular pay schedule is indexed to the B.A. base salary.
2. Extended time may be granted by the Board. Any teacher who feels a need for extended time may discuss such need with the Superintendent for recommendation to the Board.
3. Payment Schedule for Extracurricular and Special Fee Assignments

All fees of .025 or less will be paid the last pay in June of each year. At the teacher's request, pay for assignments with a fee of more than .025 that last the entire school year, the fee will be divided over the pay

periods from the beginning to the end of the activity. Assignments that are greater than .025 that last less than the entire year will be paid in two equal installments, one payment midway through the activity and the other at the completion of the job. Completion of the job shall be defined as completing all events and the end of the season/year report.

O. Enrollment of Children of Teachers/Tutors

Employees may enroll their children in the Buckeye Local School District under the Board's Inter-District Open Enrollment Policy which requires a parent to submit an application each year between April 1 and April 15. If the Board rescinds its Inter-District Open Enrollment Policy, teachers/tutors employed on or before January 1, 1998 may enroll their children in the Buckeye Local Schools on a tuition free basis.

P. National Certification Incentive

1. Any teacher or librarian who becomes certified by the National Board for Professional Teaching Standards (NBPTS) will receive a one-time, lump-sum payment of \$1,500.00, subject to lawful withholdings, payable upon the first pay period following presentation of the certificate.
2. Any counselor who becomes certified as a National Certified School Counselor (NCSC) by the National Board for Certified Counselors, Inc. (NBCC), or becomes certified pursuant to NBPTS counselor certification standards, will receive a one-time, lump-sum payment of \$1,500.00, subject to lawful withholdings, payable upon the first pay period following presentation of the certificate. In situations where a counselor achieves both of the aforementioned certifications, only one incentive payment shall be made to the counselor.
3. Any school nurse who (a) has a minimum of three years experience as a school nurse and (b) receives certification from the National Board for Certification of School Nurses, Inc. (NBSCN) will receive a one-time, lump-sum payment of \$750.00, subject to lawful withholdings, payable upon the first pay period following satisfaction of (a) and (b) above. Any school nurse who, in addition to achieving three (3) years of school nursing experience, also earns a Masters Degree in any of the following areas: Nursing, School Nurse Practitioner, Education-Community Health or related field approved by the Superintendent, will receive payment of an additional \$750.00, subject to lawful withholdings, payable upon the first pay period following completion.

Q. Section 125 Plan ("Cafeteria Plan")

1. The Board shall maintain a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the B.E.A.) and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in Paragraphs 3 & 4 below.
2. The Cafeteria Plan will be designated to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. The Plan Year of the Cafeteria Plan shall be October 1 through the following September 30. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted on or before September 15th of each school year and may not be revoked during the current Plan Year, unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's Office.
3. Dependent Care FSA
 - a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
 - b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.

- c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

- a. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$2,500 per year (exclusive of any teacher contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- b. The salary reduction shall be made in eighteen (18) equal installments beginning the last pay in October.
- c. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year, plus the applicable run-out period, will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year, plus the applicable run-out period.

5. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's Office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by the participating teacher.

XIV. FRINGE BENEFITS

A. Health Benefit Plan

- Employees are covered under a PPO Health Benefit Plan. The bargaining unit members will pay a monthly premium equal to the total cost for medical, prescription, vision and single dental as follows:

2012-2013 Plan Year – 5% (capped at \$32 single/\$81 family)
 2013-2014 Plan Year – 6% (capped at \$43 single/\$107 family)

The plan is provided by the Ashtabula County Schools Council of Governments (“ACSCOG”).

- Major provisions of the plan include:

<u>Medical Benefits</u>	<u>Network</u>	<u>Non-Network</u>
Calendar Year Deductible		
Single	\$150	\$300
Family	\$300	\$600
Co-Insurance %		
Single	90%/10%	70%/30%
Family	90%/10%	70%/30%
Out of Pocket (Excl. Ded.)		
Single	\$500	\$1,000
Family	\$1,000	\$2,000
Major Medical Maximums		
Lifetime Benefit	Unlimited	Unlimited
Dependent Age Limit		
Medical	Dependents covered to 26 th birthday.	Dependents covered to 26 th birthday.
Dependent Age Limit		
Dental/Vision	Dependents covered to 23 rd birthday or 25 th birthday if full-time student	Dependents covered to 23 rd birthday or 25 th birthday if full-time student
Office Visit Co-Pay including Biologically Based Mental Disorders	\$20	70%/30%

<u>Medical Benefits (continued)</u>	<u>Network</u>	<u>Non-Network</u>
Prescription Drug	\$10 Gen/\$20 Brand	None
Mail Order Drug	\$20 Gen/\$40 Brand; mandatory mail order after 3 rd retail refill ¹	None
Hospital		
Inpatient Hospital Days - Semi-Private room	90%/10% after deductible	70%/30% after deductible
Miscellaneous	90%/10% after deductible	70%/30% after deductible
Surgical		
Inpatient	90%/10% after deductible	70%/30% after deductible
Outpatient	90%/10% after deductible	70%/30% after deductible
Second Opinion	90%/10% after deductible	70%/30% after deductible
Pre-Admission Testing	90%/10% after deductible	70%/30% after deductible
Routine Mammograms – One per calendar year	100% not subject to the deductible	70%/30% after deductible

¹ A maintenance drug, at a specific dosage rate, may be filled three (3) times at a network retail pharmacy in a calendar year. When the same maintenance drug is a fourth (4th) time the member will be responsible for the full cost. This provision shall not apply to drugs unavailable by mail order, diabetic insulin, and other drugs which may arrive in unusable condition due to special handling requirements or temperature restrictions.

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Medical Benefits (continued)**Network****Non-Network**

Routine Ob-Gyn Exams & Pap Test	100% not subject to the deductible; includes lab work	70%/30% after deductible
Routine Prostate Exams & PSA Tests	100% not subject to the deductible; includes lab work	70%/30% after deductible
Routine Immunizations	100%; \$10 co-pay applies to office charge, if any	70%/30% after deductible
Hepatitis B Vaccine	100% not subject to the deductible; includes lab work	70%/30% after deductible
Routine Annual Physical Exams	100% not subject to the deductible; includes lab work	70%/30% after deductible
Allergy Testing	90%/10% after deductible; \$20 co-pay applies to office charge, if any	70%/30% after deductible
Diagnostic X-Ray & Laboratory	90%/10% after deductible	70%/30% after deductible
Sterilizations	90%/10% after deductible	70%/30% after deductible
Therapeutic Abortions (Non-elective)	90%/10% after deductible	70%/30% after deductible
Radiation Therapy	90%/10% after deductible	70%/30% after deductible
Emergency Care Institutional Charges	100% after \$100 co-pay (waived if admitted); not subject to the deductible; \$20 co-pay applies to urgent care center visits	100% after \$100 co-pay (waived if admitted); not subject to the deductible; \$20 co-pay applies to urgent care center visits
Related Charges	100%	100%

<u>Medical Benefits (continued)</u>	<u>Network</u>	<u>Non-Network</u>
Non-Emergency Use of Emergency Room Institutional Charges	90%/10% after deductible; \$20 co-pay Co-pay applies to urgent care center	70%/30% after deductible
Related Charges	90%/10% after deductible	70%/30% after deductible
Infertility Treatment – For diagnosis and treatment for medical condition only	90%/10% after deductible	70%/30% after deductible
Routine Hearing Examinations-limit one per calendar year	100%; not subject to the deductible	70%/30% after deductible
Mental Health Basic Benefits		
Inpatient - Semi-private room - except Biologically Based Mental Disorders	90%/10% after deductible	70%/30% after deductible
Outpatient - except Biologically Based Mental Disorders	\$20 co-pay	70%/30% after deductible
(1) Limits combined with Drug & Alcoholism		
Drug Abuse & Alcoholism (Basic Benefits) (2)		
Inpatient – Semi-private room	90%/10% after deductible	70%/30% after deductible
Outpatient	\$20 co-pay	70%/30% after deductible
Skilled Nursing Facilities – Limited to 180 days per calendar year	90%/10% after deductible	70%/30% after deductible
Well-Child Care	100%; not subject to deductible	70%/30% after deductible
Medically Necessary Office Visits	100% after \$20 co-pay	70%/30% after deductible
Ambulance – Emergency Use Only	100%; not subject to the deductible	100%; not subject to the deductible
Durable Medical Equipment	90%/10% subject to the deductible	70%/30% after deductible

<u>Medical Benefits (continued)</u>	<u>Network</u>	<u>Non-Network</u>
Orthotic Devices	90%/10% subject to the deductible	70%/30% after deductible
Allergy Treatment	90%/10% subject to the deductible; \$20 co-pay applies to office charge, if any.	70%/30% after deductible
Outpatient Speech Therapy – Up to 20 visits per calendar year	90%/10% after deductible; \$20 co-pay applies to office charge, if any.	70%/30% after deductible
Outpatient Occupational & Physical Therapy – Up to 60 visits per calendar year for physical and occupational therapy combined	90%/10% after deductible; \$20 co-pay applies to office charge, if any.	70%/30% after deductible
Chiropractic Services – Up to 60 visits per calendar year	90%/10% after deductible; \$20 co-pay applies to office charge, if any.	70%/30% after deductible
Home Health Care - Unlimited	90%/10% after deductible	70%/30% after deductible
Hospice	90%/10% after deductible	70%/30% after deductible

3. This plan contains coordination of benefits and subrogation.
4. A married employee may elect to enroll in either family or single contract for him/herself.
5. Husband and wife employees of the Board of Education may elect to enroll in a family contract or two single plans.
6. An unmarried employee, with no dependents, is eligible to enroll in single coverage only.
7. An unmarried employee, with dependents, is eligible to enroll in family coverage, providing he/she enrolls all eligible dependents.

8. Transfer of existing coverage will be effective with the Buckeye Schools on the first working day.
9. Participation in the hospitalization and surgical insurance plans is not automatic. All employees must make a formal request for enrollment on forms that are available at the Treasurer's Office and may also need to complete and file election forms as required under the Cafeteria Plan.
10. The following enrollment regulations apply:
 - a. An employee not enrolled in the health program may enroll in the program at any time permitted under the terms of the Cafeteria Plan and rules of the carrier.
 - b. New employees may enroll in the month of employment with an effective date being the first working day, subject to the rules of the Cafeteria Plan.
 - c. After enrollment, insurance is continuous with employment unless voluntarily canceled by the employee in accordance with the terms of the Cafeteria Plan or termination of employment occurs. Employees will have one opportunity per year to enroll in or opt out of the various insurance programs, in accordance with the terms of the Cafeteria Plan. Any employee who has enrolled will not be able to change that enrollment option until the next scheduled enrollment period, unless permitted under the terms of the Cafeteria Plan.
 - d. Covered employees and their qualified beneficiaries shall be granted full rights established by COBRA for any qualifying event. The cost of the continued group health coverage shall not exceed one hundred two percent (102%) of the applicable coverage and will be paid by the employee or qualified beneficiary. Payment shall be made in monthly installments, and the employee or qualified beneficiary shall have thirty (30) days from the first day of the period of coverage (each month) to make timely payments for the coverage.
 - e. When an employee retires, the Board-paid insurance terminates on the first day of the designated month of retirement as determined by STRS.

- f. Employees who have not resigned, but whose request to receive their entire pay in advance for the summer has been approved by the Superintendent, shall continue to receive Board-paid hospitalization for the summer months.
 - g. Employees on a Board-approved medical leave of absence may elect to continue on the Buckeye Local Board of Education health insurance plan, at group rates, at their own expense for the length of the approved medical leave of absence.
11. Employees who work less than a five-hour day shall have their insurance paid for by the Board of Education according to the following schedule subject to any monthly premium payments per Section A 1:
- | | | | | |
|-------------|-------|---|-------------|------|
| 1-2 | hours | - | Board pays: | 25% |
| 2:01 - 4 | hours | - | Board pays: | 50% |
| 4:01 - 4:59 | hours | - | Board pays: | 75% |
| 5 plus | hours | - | Board pays: | 100% |

Hours are calculated on the average weekly schedule.

- a. Every September as permanent hours are established, the above schedule will be applied for the year. If a supervisor makes an adjustment in an employee's work schedule that exceeds a period of one month during the year, a corresponding adjustment will be made according to the Board-paid schedule upon the approval of the Superintendent.
 - b. During the summer months, when an employee who pays a portion of his/her premium, is not receiving a paycheck, the employee will be billed for his/her portion of premiums.
12. Concerning any plan selected by employees that is more costly than the present plan, the difference between that plan and the Board-paid plan shall be paid by the employee.
13. All employees are covered on a twelve-month basis unless termination of employment occurs.

During the summer months when an employee who pays a portion of his/her premium is not receiving a paycheck, the employee will be billed for his/her portion of Group Medical Catastrophe Insurance premiums.

B. Dental/Vision

1. The Board shall provide and pay a percentage of the premiums for a single group dental plan, which provides one hundred percent (100%) aid to preventive and diagnostic dentistry, eighty percent (80%) basic restorative service, sixty percent (60%) major restorative services, \$1,000 per person orthodontic sixty percent (60%) deductible, \$1,500 calendar year maximum per person, \$25 individual deductible, \$50 family deductible. The plan is provided by ACSCOG.

An employee enrolled in the family dental plan shall pay the difference between the single and family premium; however, no employee will be required to enroll in the family plan.

Enrollment rights under the Dental Plan shall be subject to the rules of the Cafeteria Plan.

2. The Board shall provide a vision care plan.

C. Group Term Life Insurance Policy Regulations

1. The Buckeye Local Board of Education will provide teachers with a \$35,000* Group Term Life Insurance Policy. Teachers will become eligible after a waiting period of three (3) months.
2. In addition, an employee may purchase additional life and accidental insurance (AD&D) in \$10,000 increments for the employee up to a maximum of \$300,000, in \$5,000 increments for a spouse up to a maximum of \$25,000, and a flat \$10,000 life benefit only (no AD&D) for child(ren) at his/her own expense upon approval of the carrier. Payroll deductions will be available for this option.
3. In the event of death from any cause, the amount of life insurance shown in the Schedule of Benefits will be paid. Accidental Death and Dismemberment is a part of the policy. Arrangements may be made for the beneficiary to have the proceedings of the insurance paid in installments.
4. The policy will include a conversion privilege, and upon termination of employment for any reason, coverage will continue for thirty-one (31)

days. The employee may continue to carry his/her coverage on his/her own. No medical examination will be required.

5. The individual employee has the right to name and change the beneficiary.
6. Each teacher will receive an individual policy certificate and will have the right to examine the Master Contract held by the Board of Education.

* \$20,000 if less than four (4) hour employee.

D. Insurance Carrier

The Board retains the right to change insurance carriers and coverage as long as and on the condition that (1) any such change is discussed with the Association prior to the modification or termination of existing insurance programs and (2) any new insurance program or plan is determined to be at least equal to the existing coverage or insurance plan in terms of benefits, coverage and entitlements. The name of all insurance carriers shall appear in the Agreement.

E. Waiver of Insurance

Any teacher who agrees to waive, in writing, all insurances under this Article for a period of one year will receive a lump sum payment of two thousand dollars (\$2,000.00),** which payment will be made on the first pay period following completion of that one year waiver period. In the event ten (10) or more FTE teachers participate in the waiver of insurance, the lump sum payment will be two thousand five hundred dollars (\$2,500.00) for each such one year waiver period. In the event fifteen (15) or more FTE teachers participate in the waiver of insurance, the lump sum will be three thousand dollars (\$3,000) for each such one (1) year period. The one (1) year waiver period, elections to waive the insurances under this Article, and revocations of those elections to waive coverage shall be made solely in accordance with the terms of the Cafeteria Plan.

If an employee rescinds a waiver of coverage before the end of the applicable waiver year, the coverage of the employee and his/her dependents that is available under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. An employee who rescinds his/her waiver will receive no payment for the period of time in which the waiver was in effect. This waiver does not

apply to any teacher whose spouse is employed by the Buckeye Local Schools.

**Employees who work less than a five (5) hour day will receive a prorated lump sum payment in accordance with their insurance schedule. Effective with the 2013-14 school year, tutors will receive a lump sum payment of \$300.

XV. EVALUATION

A. Limited Contracts

Teachers employed under limited contracts will be evaluated in accordance with Ohio Revised Code Section 3319.111, using the Evaluation and Conference Report form attached as Appendix A.

One (1) evaluation shall be conducted and completed not later than the fifteenth day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-fifth day of January. One (1) evaluation shall be conducted and completed between the tenth day of February and the first day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April.

These evaluation procedures shall include:

1. Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated.
2. Formal observation of the teacher being evaluated by a Buckeye administrator conducting the evaluation on two (2) occasions for not less than thirty (30) minutes on each occasion. There will be a pre-conference meeting prior to one of the four required formal observations. The purpose of that pre-conference meeting is to prepare both the administrator and the teacher for that observation and to set the time and date for that observation. Pre-conference meetings for the remaining three required formal observations may be done at the discretion of the administrator.

3. A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

Three (3) copies of the Evaluation and Conference Report are to be signed by both parties. One (1) copy is for the principal, one (1) for the Superintendent, and one (1) for the teacher.

The teacher has the option to concur or not concur with the Evaluation and Conference Report. If the teacher disagrees with any or all items, he/she may submit three (3) copies in writing, his/her own statement of rebuttal within ten (10) school days of the evaluation conference. The rebuttal will become permanently attached to all three (3) copies of the Evaluation and Conference Report.

Although it is understood this appraisal system will evolve with usage, no change may take place in this Policy without prior notice to, and opportunity for bargaining with, the Association.

Nurses, counselors, librarians and athletic director will be appraised in the same manner as classroom teachers with the exception that classroom observation will not apply.

Observations of study hall, cafeteria, playground, extracurricular and/or bus duties will not constitute formal observations, but may be included in the Evaluation and Conference Report.

B. Continuing Contracts

1. Teachers who are employed under continuing contracts with no identified performance deficiencies will be formally evaluated at least one (1) time in a given three (3) year period, with the evaluation including a minimum of one (1) thirty (30) minute classroom observation.
2. Teachers employed under continuing contracts with identified performance deficiencies may be evaluated in accordance with the procedures utilized for limited contract teachers, consistent with Ohio Revised Code 3319.111.

- C. The Board and Association will convene an evaluation committee no later than October 15, 2012, for the purpose of creating an evaluation framework,

procedures and processes for the evaluation of certified employees consistent with Ohio Revised Code Section 3319.111 and 3319.112.

1. The committee will be comprised of up to five (5) Association representatives appointed by the Association President and up to five (5) representatives of the Board appointed by the Superintendent.
2. The evaluation committee will be chaired jointly by a member from the Association and an Administrator. All decisions of the committee will be achieved by consensus.
3. Meetings will be scheduled by mutual agreement of the evaluation committee members. Release time will be provided up to a maximum of the equivalent of three (3) workdays.
4. On or before March 31, 2013, the evaluation committee will recommend an evaluation model to the Board and the Association negotiating teams. The negotiating teams will be responsible for the final language which, upon ratification and approval, will be incorporated into the negotiated agreement via a memorandum of understanding and will take effect at the start of the 2013-14 school year. In the event the negotiating teams are unable to reach a tentative agreement by April 30, 2013, either Party may request the services of a mediator from the Federal Mediation and Conciliation Service to assist the parties in resolving any issues. If the Parties remain at impasse as of May 31, 2013, the issues will be submitted to expedited binding arbitration with the arbitrator to issue a final decision on or before July 1, 2013.
5. All staff shall be trained in the evaluation processes, procedures and tools.

XVI. OCCUPATIONAL SAFETY AND HEALTH

A. Notice of Violation

Before exercising his/her right under O.R.C. Section 4167.06, an employee must contact his/her principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement.

B. Nondiscrimination

An employee who wishes to assert a claim of discrimination as defined in O.R.C. Section 4167.13 and who uses the grievance procedure of this Agreement to assert such a claim will be barred from asserting such a claim to the State Employment Relations Board, filing a lawsuit, or pursuing other means of challenge.

C. Internal Administrative Procedure

The parties desire to deal with safety and health complaints, and to attempt to correct any safety or health violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.R.C. Section 4167.10 until the following process has been completely exhausted:

1. An employee or representative shall immediately bring an alleged health or safety violation to the attention of the affected employee(s)' building principal who will consult with the Superintendent or designee. Within five (5) workdays, the Superintendent or designee will complete a preliminary investigation and provide the employee or representative with a written response. If the employee is not satisfied with the action taken and believes a violation exists, the employee may pursue the remedies available under O.R.C. Section 4167.
2. If an employee believes an alleged health/safety violation presents an immediate risk of harm to the employee, he/she may request a temporary reassignment. If the Superintendent or designee, after an immediate investigation, does not believe the employee's health/safety is in jeopardy, the employee will be notified and will be expected to perform his/her job duties. If the employee disagrees with the determination, he/she may pursue the remedies available under O.R.C. Section 4167.

XVII. TEACHER EDUCATION, CERTIFICATION AND LICENSURE

Local Professional Development Committees

The Board and the BEA agree to participate in the LPDC available through the Ashtabula Education Service Center and to abide by the procedures developed and implemented by the County LPDC.

XVIII. DRUG AND ALCOHOL FREE WORK PLACE

- A. It is the policy of Buckeye Local Board of Education to maintain a drug and alcohol-free work place in full compliance with all applicable federal, state and local laws.
- B. The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:
 - 1. Post-offer, pre-employment testing
 - 2. Reasonable suspicion testing
 - 3. Post-accident testing
 - 4. Return to work assessment
- C. The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

- 1. Post-Offer, Pre-Employment Drug and Alcohol Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug and alcohol test conducted by a contractor the Board designates. Employment depends upon satisfactory completion of the test (i.e. negative test results).

- 2. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing at the time the test is requested. A reasonable suspicion test occurs based on:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.

- b. A pattern of abnormal conduct or erratic behavior.
- c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

The observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

3. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident.
- b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment.
- c. Vehicular damage in apparent excess of \$2,000.00.
- d. Non-vehicular property damage in apparent excess of \$2,000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

4. Follow-up Testing after Return-to-Duty Following a Positive Test Result

This test occurs when an employee tested positive and utilizes the Rehabilitation Option described in this section of the Agreement. A negative "return-to-duty test" is required before the employee will be

allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.

Any employee who is required to be tested outside of the regular workday shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

D. Rehabilitation Option

In the event an employee tests positive for a controlled substance or alcohol, the employee may elect to resign or seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Last Chance Agreement (Appendix N), which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance and will be subject to random testing for the 12 month period following completion of the rehabilitation option, must be signed by any employee electing this Rehabilitation Option. Rehabilitation undertaken voluntarily in lieu of discipline shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

XIX. EFFECTS OF THE AGREEMENT

A. Term of Agreement

This Master Agreement supersedes all Board policy, rules and regulations that are inconsistent with it. All prior Master Agreements between the Board and Association are null and void by this Agreement.

B. Distribution and Printing of Agreement

The negotiated Agreement shall be updated and codified each year by the parties. After the parties have mutually agreed to cost and content, the BEA shall make all necessary arrangements for printing. Copies shall be printed in reduced size and distributed to members of the bargaining unit, administrators, and Board members. Also, both the BEA and the Board will

each receive twenty (20) additional copies. The cost of such printing will be shared equally by the Board and the BEA.

C. Severability

The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Ohio Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or unappealable judgment, finds that any provision of this Agreement is in conflict with and does not supersede, any provision of law, the parties shall renegotiate such provision.

D. Duration

This Agreement shall be for a period of twenty-two and one-half (22-1/2) months with an effective date of August 16, 2012 and an expiration date of midnight, June 30, 2014.

This Agreement is made and entered into by and between the Buckeye Education Association and the Buckeye Local Board of Education and is attested to by the representatives whose signatures appear below.

FOR THE BUCKEYE EDUCATION ASSOCIATION:

PRESIDENT

DATE

FOR THE BUCKEYE LOCAL BOARD OF EDUCATION:

PRESIDENT

DATE

The Board and the BEA agree to participate in the LPDC available through the Ashtabula Education Service Center and to abide by the procedures developed and implemented by the County LPDC.

XVIII. DRUG AND ALCOHOL FREE WORK PLACE

- A. It is the policy of Buckeye Local Board of Education to maintain a drug and alcohol-free work place in full compliance with all applicable federal, state and local laws.
- B. The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:
 - 1. Post-offer, pre-employment testing
 - 2. Reasonable suspicion testing
 - 3. Post-accident testing
 - 4. Return to work assessment
- C. The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

- 1. **Post-Offer, Pre-Employment Drug and Alcohol Testing**

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug and alcohol test conducted by a contractor the Board designates. Employment depends upon satisfactory completion of the test (i.e. negative test results).

- 2. **Reasonable Suspicion Testing**

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing at the time the test is requested. A reasonable suspicion test occurs based on:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.

- b. A pattern of abnormal conduct or erratic behavior.
- c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

The observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

3. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident.
- b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment.
- c. Vehicular damage in apparent excess of \$2,000.00.
- d. Non-vehicular property damage in apparent excess of \$2,000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

4. Follow-up Testing after Return-to-Duty Following a Positive Test Result

This test occurs when an employee tested positive and utilizes the Rehabilitation Option described in this section of the Agreement. A negative "return-to-duty test" is required before the employee will be

C. Severability

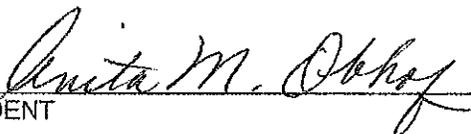
The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Ohio Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or unappealable judgment, finds that any provision of this Agreement is in conflict with and does not supersede, any provision of law, the parties shall renegotiate such provision.

D. Duration

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This Agreement is made and entered into by and between the Buckeye Education Association and the Buckeye Local Board of Education and is attested to by the representatives whose signatures appear below.

FOR THE BUCKEYE EDUCATION ASSOCIATION:



PRESIDENT 9-4-12
DATE

FOR THE BUCKEYE LOCAL BOARD OF EDUCATION:



PRESIDENT 9/4/12
DATE

APPENDIX A

BUCKEYE LOCAL SCHOOLS
Ashtabula, Ohio 44004

CERTIFIED STAFF - TUTOR EVALUATION AND CONFERENCE REPORT

Teacher _____
 Building _____
 Type of Contract _____
 Number of Conferences _____
 Area of Certification _____
 Number of Observations _____

Date _____
 Employment Date _____
 Years of Service _____
 Total Years in Buckeye _____
 Length of Service in This Assignment _____

EVALUATION FACTORS	CHECK IN PROPER COLUMN		
	Excellent	Good	Improvement Needed
1. TEACHERS EFFECTIVELY – incorporates rapport, style, communication, and knowledge of subject for positive teaching/learning environment			
2. SUPERVISES CLASSROOM - uses assertive discipline program and provides a classroom atmosphere that is conducive to learning.			
3. PROVIDES FOR THE SAFETY OF STUDENTS - insures safe procedures in building & related areas.			
4. EVALUATES STUDENT PERFORMANCE - returns tests and other assigned tasks promptly with a grade.			
5. COMPLETES LESSON PLANS - uses course of study as a basis and uses P.P.O.'s to develop lessons; files lesson plans with the building principal.			
6. PERFORMS ASSIGNED EXTRACURRICULAR DUTIES WITH PROFESSIONAL CARE – carries out duties assigned by the principal.			
7. COORDINATES AND COOPERATES WITH OTHER FACULTY MEMBERS - cooperates with staff within building and district.			
8. ABIDES BY ESTABLISHED POLICIES, RULES AND REGULATIONS BY THE BOARD OF EDUCATION.			
9. ATTENDANCE AND PUNCTUALITY - teacher is on time and dependable.			
10. FOSTERS DESIRABLE RELATIONS BETWEEN SCHOOL AND COMMUNITY.			
11. KEEPS RECORDS AND REPORTS ACCURATE & CURRENT.			
12. DEMONSTRATES PROFESSIONAL GROWTH - is involved in professional organizations, serves on committees, and avails himself/herself of continuing education.			

EVALUATION REPORT

CERTIFIED STAFF

Teacher _____

Building _____

EVALUATOR'S COMMENTS:

COMMENDATIONS:

RECOMMENDATIONS:

EMPLOYMENT RECOMMENDATION (For employees not on continuing contract):

Date

Signature of Evaluator

Date

Signature of Teacher

*NOTE: Teacher signature indicates that he/she has received a copy of this report.

- Distribution:
1. Original to personnel file (Superintendent's office)
 2. Evaluator's copy
 3. Employee's copy

Buckeye Local School District, Ashtabula, Ohio

APPENDIX B

BUCKEYE LOCAL SCHOOLS Ashtabula, Ohio 44004

EXTRACURRICULAR AND SPECIAL FEE ASSIGNMENTS

Indexed to Teacher's Salary Schedule, BA Column, 0 Years Experience

	Years of Experience		
	I <u>(0-3)</u>	II <u>(4-6)</u>	III <u>(7 & over)</u>
ATHLETICS:			
HS Athletic Manager	.13	.14	.15
JH Athletic Manager	.07	.08	.09
Athletic Trainer	.12	.13	.14
Head Cross Country Boys/Girls combined	.12	.13	.14
Assistant Cross Country Boys/Girls	.04	.045	.05
Head Football	.16	.17	.18
Assistant Football (10)	.10	.11	.12
Head Golf (2) Boys/Girls	.08	.09	.10
Head Soccer (2) Boys/Girls	.08	.09	.10
Assistant Soccer (2) Boys/Girls	.04	.045	.050
Head Volleyball	.16	.17	.18
Assistant Volleyball (4)	.10	.11	.12
Head Basketball (2) Boys/Girls	.16	.17	.18
Assistant Basketball (8) 4 Boys/4 Girls	.10	.11	.12
Intramural Girls Aerobics/Self Defense - High School	.013	.013	.013
Intramural Girls Aerobics/Self Defense - Jr. High	.013	.013	.013
Head Wrestling	.16	.17	.18
Assistant Wrestling (3)	.10	.11	.12
Head Baseball	.12	.13	.14
Assistant Baseball	.07	.08	.09
Head Softball	.12	.13	.14
Assistant Softball	.07	.08	.09
Head Tennis (2) Boys/Girls	.08	.09	.10
Assistant Tennis (2) Boys/Girls	.04	.045	.050

	Years of Experience		
	I (0-3)	II (4-6)	III (7 & over)
Head Track (2) Boys/Girls	.12	.13	.14
Assistant Track (6) 3 Boys/3 Girls	.07	.08	.09
Intramurals	.04	.04	.04
Head Swim Coach (1)	.08	.09	.10
Weight Room Coach (1)	.08	.09	.10
CHEERLEADER ADVISORS:			
Varsity	.08	.09	.10
Assistant (2) Boys/Girls	.04	.045	.05
ADVISORS:			
Academic Challenge (when participating)	.025	.025	.025
American Field Service	.030	.030	.030
National Honor Society	.025	.025	.025
Senior High Clubs	.025	.025	.025
Junior High Clubs	.015	.015	.015
Prom Advisor	.025	.025	.025
Class Advisors (1 advisor per class- 9, 10, 11 & 12)	.025	.025	.025
Student Council Advisor			
Elementary (1 per building)	.010	.010	.010
Academic Team Advisor			
Elementary (1 per building)	.010	.010	.010
Student Council (1HS and 1 JH)	.025	.025	.025
DRAMATICS:			
Fall Play Director	.050	.055	.060
Technical Director - Fall Play	.020	.022	.024
Spring Drama Director	.050	.055	.060
Spring Music Director	.050	.055	.060
Technical Director - Spring Play	.020	.022	.024
Public Speaking	.045	.045	.045
JOURNALISM:			
Yearbook	.050	.055	.060
Yearbook after school duties and photography	.025	.026	.027
Newspaper	.035	.040	.045
Yearbook - Elementary (1 per building)	.010	.010	.010

	Years of Experience		
	I (0-3)	II (4-6)	III (7 & over)
MUSIC:			
Band Director	.16	.17	.18
Junior High - Associate Band Director	.10	.11	.12
Chorus Director - H.S.	.06	.065	.07
Chorus Director - Jr. H.	.035	.040	.045
Chorus Director - Elementary	.035	.040	.045
Involvement in each musical drama productions	.010	.010	.010
ELECTRONICS:			
Audio Visual Services	.045	.045	.045
Public Address System			
Auditorium Lighting			
VISUAL EDUCATION:			
High School	.080	.080	.080
Jr. High	.050	.050	.050
Elementary (1 per building)	.035	.035	.035
Technology Resource (1per elementary building)			
Kingsville	.05	.06	.07
Ridgeview	.05	.06	.07

APPENDIX C

BUCKEYE LOCAL SCHOOLS

SALARY INDEX

	ND	B	B/150	B+10	B+20	M	M+10	M+20	M+30
0	0.900	1.000	1.040	1.060	1.080	1.180	1.220	1.260	1.300
1	0.930	1.050	1.090	1.110	1.130	1.230	1.270	1.310	1.350
2	0.960	1.100	1.140	1.160	1.180	1.280	1.320	1.360	1.400
3	0.990	1.150	1.190	1.210	1.230	1.330	1.370	1.410	1.450
4	1.020	1.200	1.240	1.260	1.280	1.380	1.420	1.460	1.500
5	1.050	1.250	1.290	1.310	1.330	1.430	1.470	1.510	1.550
6	1.080	1.300	1.340	1.360	1.380	1.480	1.520	1.560	1.600
7	1.110	1.350	1.390	1.410	1.430	1.530	1.570	1.610	1.650
8	1.140	1.400	1.440	1.460	1.480	1.580	1.620	1.660	1.700
9	1.170	1.450	1.490	1.510	1.530	1.630	1.670	1.710	1.750
10	1.200	1.500	1.540	1.560	1.580	1.680	1.720	1.760	1.800
11	1.230	1.550	1.590	1.610	1.630	1.730	1.770	1.810	1.850
12		1.600	1.640	1.660	1.680	1.780	1.820	1.860	1.900
13		1.650	1.690	1.710	1.730	1.830	1.870	1.910	1.950
14					1.780	1.880	1.920	1.960	2.000
15					1.830	1.930	1.970	2.010	2.050
20						1.955	1.995	2.035	2.075
25						1.980	2.020	2.060	2.100

APPENDIX D-1

BUCKEYE LOCAL SCHOOLS TEACHERS' SALARY SCHEDULE 2012-2013 School Year

<u>EXP</u>	<u>ND</u>	<u>BA</u>	<u>BA + 150</u>	<u>BA + 10</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA +30</u>
0	29,039	32,266	33,557	34,202	34,847	38,074	39,365	40,655	41,946
1	30,007	33,879	35,170	35,815	36,461	39,687	40,978	42,268	43,559
2	30,975	35,493	36,783	37,429	38,074	41,300	42,591	43,882	45,172
3	31,943	37,106	38,397	39,042	39,687	42,914	44,204	45,495	46,786
4	32,911	38,719	40,010	40,655	41,300	44,527	45,818	47,108	48,399
5	33,879	40,333	41,623	42,268	42,914	46,140	47,431	48,722	50,012
6	34,847	41,946	43,236	43,882	44,527	47,754	49,044	50,335	51,626
7	35,815	43,559	44,850	45,495	46,140	49,367	50,658	51,948	53,239
8	36,783	45,172	46,463	47,108	47,754	50,980	52,271	53,562	54,852
9	37,751	46,786	48,076	48,722	49,367	52,594	53,884	55,175	56,466
10	38,719	48,399	49,690	50,335	50,980	54,207	55,498	56,788	58,079
11	39,687	50,012	51,303	51,948	52,594	55,820	57,111	58,401	59,692
12		51,626	52,916	53,562	54,207	57,433	58,724	60,015	61,305
13		53,239	54,530	55,175	55,820	59,047	60,337	61,628	62,919
14					57,433	60,660	61,951	63,241	64,532
15					59,047	62,273	63,564	64,855	66,145
20						63,080	64,371	65,661	66,952
25						63,887	65,177	66,468	67,759

APPENDIX D-2

BUCKEYE LOCAL SCHOOLS TEACHERS' SALARY SCHEDULE 2013-2014 School Year

<u>EXP</u>	<u>ND</u>	<u>BA</u>	<u>BA + 150</u>	<u>BA + 10</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA +30</u>
0	29,039	32,266	33,557	34,202	34,847	38,074	39,365	40,655	41,946
1	30,007	33,879	35,170	35,815	36,461	39,687	40,978	42,268	43,559
2	30,975	35,493	36,783	37,429	38,074	41,300	42,591	43,882	45,172
3	31,943	37,106	38,397	39,042	39,687	42,914	44,204	45,495	46,786
4	32,911	38,719	40,010	40,655	41,300	44,527	45,818	47,108	48,399
5	33,879	40,333	41,623	42,268	42,914	46,140	47,431	48,722	50,012
6	34,847	41,946	43,236	43,882	44,527	47,754	49,044	50,335	51,626
7	35,815	43,559	44,850	45,495	46,140	49,367	50,658	51,948	53,239
8	36,783	45,172	46,463	47,108	47,754	50,980	52,271	53,562	54,852
9	37,751	46,786	48,076	48,722	49,367	52,594	53,884	55,175	56,466
10	38,719	48,399	49,690	50,335	50,980	54,207	55,498	56,788	58,079
11	39,687	50,012	51,303	51,948	52,594	55,820	57,111	58,401	59,692
12		51,626	52,916	53,562	54,207	57,433	58,724	60,015	61,305
13		53,239	54,530	55,175	55,820	59,047	60,337	61,628	62,919
14					57,433	60,660	61,951	63,241	64,532
15					59,047	62,273	63,564	64,855	66,145
20						63,080	64,371	65,661	66,952
25						63,887	65,177	66,468	67,759

APPENDIX E

APPLICATION FOR PERSONAL LEAVE – CERTIFIED STAFF

Each bargaining unit member shall be granted at the start of each school year three (3) unrestricted personal leave days to be taken at such time as the teacher desires providing that, except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled at least twenty-four (24) hours in advance.

.....
Name _____ Date of Absence _____

Building _____ Position _____

Personal leave is not to be used for gainful employment, seeking employment, extending vacation, accompanying spouse on business or pleasure trip, recreation. Abuse of these provisions will constitute grounds for disciplinary action.

Signature of Employee

Date Submitted

Approved

Principal Date

Denied

Original: Treasurer
Copy to: Employee
Principal

APPENDIX F

BUCKEYE LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

STEP I

Aggrieved _____ Date of Formal Presentation _____
Address _____ Telephone _____
Building _____ Principal _____
Years in System _____ Subject Area or Grade _____
Date of Occurrence _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Date: _____ Signature of Grievant _____

<u>Copies to:</u>	<u>Date Received:</u>	<u>Initials:</u>
Building Principal	_____	_____
Superintendent	_____	_____
Association Representative	_____	_____

8/16/05

APPENDIX G

BUCKEYE LOCAL SCHOOL DISTRICT

DECISION OF PRINCIPAL

STEP I

(To be completed by building principal within 5 days after hearing)

Aggrieved _____ Date of Formal Presentation _____

School _____ Principal _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

Date of Decision: _____
Signature of Principal _____

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within 10 days of decision)

- _____ No action was taken by principal, I hereby appeal to the Superintendent.
- _____ I accept the above decision of principal.
- _____ I hereby appeal the above decision to the Superintendent for a review of this grievance.

Date of Response: _____
Signature of Aggrieved _____

<u>Copies to:</u>	<u>Date Received:</u>	<u>Initials:</u>
Aggrieved (4)	_____	_____
Superintendent	_____	_____
Association Representative	_____	_____

8/16/05

APPENDIX H

BUCKEYE LOCAL SCHOOL DISTRICT

DECISION BY SUPERINTENDENT OR DESIGNEE

STEP II

(To be completed by Superintendent or Designee within 5 days after hearing with aggrieved and Association representative)

Aggrieved Person _____ Date of Formal Presentation _____

Date Appeal Received By Superintendent _____ Date Hearing Held By Superintendent _____

DECISION OF SUPERINTENDENT OR DESIGNEE AND REASONS THEREFORE:

Date of Decision: _____
Signature of Superintendent or Designee _____

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within 10 days of decision)

- _____ No action was taken by the Superintendent.
- _____ I accept the above decision of the Superintendent of Schools.
- _____ I hereby appeal to arbitration for a review of this grievance.

Date of Response: _____
Signature of Aggrieved _____

<u>Copies to:</u>	<u>Date Received:</u>	<u>Initials:</u>
Aggrieved (4)	_____	_____
Principal	_____	_____
Association Representative	_____	_____

8/16/08

APPENDIX I

Notice of Preliminary Designation of FMLA Leave

[NAME OF TEACHER]
[ADDRESS OF TEACHER]

Re: Notice of Preliminary Designation of Family and Medical Leave

Dear [NAME OF TEACHER]:

Please let this letter serve as notice that we are preliminarily designating your use of sick leave for the period of _____ through _____ as family medical leave. While this preliminary designation does not impact your rights under the Master Agreement to elect whether your time off is paid (using available sick leave) or unpaid (using unpaid family medical leave), it will be taken into account for purposes of determining the extension of Board-paid health insurance benefits consistent with Article VIII, Section E.5 of the Master Agreement.

If you do not believe that your leave of absence during the periods of _____ through _____ falls within family medical leave (e.g., your leave was not related to pregnancy, adoption, a personal serious health condition or a serious health condition of a family member), you must so notify the Treasurer within 30 calendar days. The notification should include a verification of the reasons for the leave and why you do not believe that your time off should be designated as family medical leave. If you are unable to provide the information within 30 calendar days, you must contact the Treasurer's office to seek a limited extension of that 30-day period. If you do not provide any response within 30 calendar days or within an agreed upon extension not to exceed fifteen (15) calendar days, the preliminary designation will become final and the days on which you were off from _____ through _____ will be counted toward the leave you have available under the Family and Medical Leave Act.

Should you have any questions, please contact the Treasurer's office.

Sincerely,

_____, Treasurer

APPENDIX J-1

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility? No ___ Yes ___
If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No ___ Yes ___

Was medication, other than over-the-counter medication, prescribed? No ___ Yes ___

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
No ___ Yes ___ If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No ___ Yes ___. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No ___ Yes ___

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No _____ Yes _____

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No _____ Yes _____

If so, are the treatments or the reduced number of hours of work medically necessary? No _____ Yes _____

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No _____ Yes _____

Is it medically necessary for the employee to be absent from work during the flare-ups?

No _____ Yes _____, If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) month(s) _____

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER

APPENDIX J-2

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

SECTION I: For Completion by the EMPLOYER INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

Name of the family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____

Date _____

SECTION III: For Completion by the HEALTHCARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No _____ Yes _____ If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Will the patient need to have treatment visits at least twice per year due to the condition? No _____ Yes _____

Was medication, other than over-the-counter medication, prescribed? No _____ Yes _____

Will the patient need to have treatment visits at least twice per year due to the condition? No _____ Yes _____

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No _____ Yes _____ If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No _____ Yes _____. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

4. Will the patient be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No _____ Yes _____

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient care? No _____ Yes _____

Explain the care needed by the patient and why such care is medically necessary: _____

5. Will the patient require follow-up treatments, including time for any recovery? No _____ Yes _____

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No _____ Yes _____

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient and why such care is medically necessary: _____

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities?

No _____ Yes _____

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during the flare-ups? No _____ Yes _____.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) month(s) _____

Duration: _____ hours or _____ day(s) per episode

Explain the care needed by the patient and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

APPENDIX K

BUCKEYE LOCAL SCHOOL DISTRICT

APPLICATION TO USE SICK LEAVE POOL

I have reviewed the criteria found in Article VIII (B) of the Agreement between the Buckeye Local Board of Education and the Buckeye Education Association.

I will need days from the sick leave pool because _____

I understand that all accumulated sick leave must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Pool will be used.

Signature Date

This form must be forwarded to the Superintendent who will review the application with the B.E.A. President.

Number of Sick Leave Pool days approved _____

Superintendent Signature Date

APPENDIX L

BUCKEYE LOCAL SCHOOL DISTRICT

SICK LEAVE DONATION FORM

I, _____, wish to donate _____ day(s) of sick
leave to the Sick Leave Pool to be used by _____
(teacher needing the sick leave)

I understand that I will be notified of the deduction when it is made.

Signature

Date

This form should be sent directly to the Association President.

APPENDIX N

LAST CHANCE AGREEMENT

On _____, the Buckeye Local School District agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug abuse. The following conditions apply to your rehabilitation program:

1. You must schedule an appointment with a Certified Chemical Dependency Counselor within 24 hours from the date of your signature below. You must authorize the appropriate treatment program/counselor to provide proof of enrollment in an alcohol/drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Superintendent or his/her designee. Buckeye Local Schools will closely monitor your attendance and your failure to regularly attend all required sessions will be grounds for termination.
2. You will pay for all costs of rehabilitation that are not covered under Buckeye Local Schools benefits plan.
3. During the 12 months following completion of your rehabilitation program, Buckeye Local Schools may test you for alcohol and/or drug use on an unannounced basis to determine if you are in compliance with Buckeye Local Schools drug-free policy. Your refusal to submit to testing or a test positive test result during this period will be grounds for termination.
4. During the term of the rehabilitation program and the subsequent twelve (12) month period referred to in paragraph 3 above, the employee shall comply with all the terms and conditions of the CBA and all Board rules, regulations and policies. In the event the employee fails to perform his/her job satisfactorily, or is guilty of a violation of the CBA or the Boards rules, regulations, and policies, and the misconduct is non-alcohol or non-drug related, the employee will be subject to the regular disciplinary procedures of the CBA. However, should the employee be guilty of a violation of the Board's Drug and Alcohol Free Workplace rules, regulations, or policies, or Drug/Alcohol Free Workplace terms of the CBA at any time during or after the Last Chance Agreement is signed by the employee, the employee will be subject to termination.

I voluntarily agree to all of the above conditions and authorize my treatment provider, _____, to provide my supervisor with proof of my enrollment and attendance at the recommended rehabilitation program.

Employee Signature

Date

Superintendent Signature

Date

Witness

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

BUCKEYE LOCAL BOARD OF EDUCATION

-and-

BUCKEYE EDUCATION ASSOCIATION

REGARDING

PROVISION OF FREE APPROPRIATE PUBLIC EDUCATION FOR DISABLED STUDENTS UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT

The parties to this Memorandum of Understanding, the Buckeye Local Board of Education and the Buckeye Education Association, recognize the District's obligation to provide a free appropriate public education for students with disabilities under the IDEA and/or Section 504. The parties further recognize the federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

Recognizing these statutory obligations and the potential impact of these obligations in the regular education classroom setting, the following factors will be considered:

1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting;
2. The effects of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative; and
3. The cost of necessary supplementary services.

The regular education classroom teacher will be given the opportunity to participate in the development of the student's initial IEP and to provide input into the student's annual review. If problems arise for a teacher due to including a special education student in a regular classroom, the teacher should consult with the building administrator. If necessary, the IEP team may be convened to address the problems.

Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

1. Exploring outside resources that will support and assist the affected teachers in providing education in a least restrictive environment;
2. Providing in-service training to teachers to assist in addressing the legal and educational needs of disabled students in a regular education classroom environment;
3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

No teacher will be required to administer a medically invasive procedure. A teacher may be required to administer medication or drugs in the event of an emergency, where no other trained staff is available. The teacher will first receive proper instructions or training prior to having to administer any such medication or drugs.

**FOR THE BUCKEYE
EDUCATION ASSOCIATION**

By Julie M. Phares
Date 11/27/01

**FOR THE BUCKEYE LOCAL
BOARD OF EDUCATION**

By Victoria Keckler
Date 11-26-01

MEMORANDUM OF UNDERSTANDING

between the

BUCKEYE LOCAL BOARD OF EDUCATION

and

BUCKEYE EDUCATION ASSOCIATION

The Buckeye Local Board of Education (hereafter the "Board") and the Buckeye Education Association (hereinafter the "Association") hereby enter into this Memorandum of Understanding concerning effective dates of the 2008-2011 Collective Bargaining Agreement. The parties to this Memorandum agree that Article XXI "Effects of the Agreement," Section D - Duration, shall be revised to reflect:

This Agreement shall be for a period of thirty (36) months with an effective date of August 16, 2008, and an expiration date of midnight, August 15, 2011; with the understanding that the last six (6) weeks of the Contract (July 1, 2011 through August 15, 2011) is contingent upon the ability of the Treasurer, Superintendent and Board President to sign a separate O.R.C. Section 5705.412 Certificate with respect to that period, which falls into fiscal year 2012. The Association will be notified no later than February 15, 2011 regarding the ability to certify the contract. Failure to notify the Association by this date shall be deemed an affirmation that the contract can be certified through August 15, 2011. In the event that period of the Contract cannot be certified, the Agreement will be deemed to expire as of June 30, 2011. The Association specifically retains all of its rights under the Collective Bargaining Agreement and Ohio law with respect to dispute resolution and right to strike.

**BUCKEYE LOCAL BOARD OF
EDUCATION**

Nancy L. Williams
Superintendent

Date: 1/27/09

**BUCKEYE EDUCATION
ASSOCIATION**

Anita M. Okey
President

Date: 1/27/09

WJ
Representative

Date: 1/21/09