Collective Bargaining Agreement

between

BOWLING GREEN CITY SCHOOLS BOARD OF EDUCATION

and

BOWLING GREEN EDUCATION ASSOCIATION, INC.





Bowling Green Education Association

Effective

July 1, 2019– June 30, 2022

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Bowling Green Board of Education and Bowling Green Education Association, Inc.

Effective from July 1, 2019 to June 30, 2022

SECTION 1 - PROFESSIONAL NEGOTIATIONS AGREEMENT

Section 1.1 - Recognition

The Bowling Green Board of Education, hereinafter "Employer" or "Board," recognizes the Bowling Green Education Association OEA/NEA Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all certificated/licensed professional, non-supervisory, personnel on the teachers' salary schedule--both area teachers, program specialists, guidance counselors, library/media specialists, school nurses, vocational coordinators, department heads, athletic directors who are also classroom teachers, tutors, and psychologists. Board employed substitutes are not considered under the representation of the Bowling Green Education Association.

The Association recognizes that the Superintendent, Executive Directors, Principals, Administrators, casual day-to-day substitutes and other personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Listing positions in this Agreement does not constitute a guarantee that such positions will be continued; nor does failure to list a position constitute agreement that a newly created position will not be placed in the bargaining unit. If new positions are created, the parties will discuss whether they are to be included or excluded. If there is no agreement, a unit clarification petition may be filed with S.E.R.B., whose decision shall be final and binding on both parties.

Section 1.2 - Election

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

Section 1.3 Payroll Deduction of Dues

The Employer agrees to deduct from the wages of any employee - member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.

Deductions of the annual dues and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay in October and finish with the final contract pay period. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a scheduled determined by the Association Treasurer and the individual member.

All monies deducted for such purposes shall be transmitted to the Association promptly following the collection to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association President and the District Treasurer, in writing, not less than two (2) weeks prior to the effective date if the payroll change.

The Association and the United Teaching Profession shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other action arising from the collection of dues contained herein.

Section 1.4 Association Membership and Cancellation

ASSOCIATION MEMBERSHIP

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

SECTION 2 - NEGOTIATION PROCEDURE

Section 2.1 - Scope of Bargaining

Negotiable matters shall be matters with respect to wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement.

Section 2.2 - Negotiations Process

A. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than 150 days nor later than 120 days prior to the expiration of the contract. Notification in writing from the Association shall be served

on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement shall be sent to the State Employment Relations Board and shall constitute the notice required by 4117.14 (B)(1)(a).

Within fifteen (15) school days after receipt of such notice, an initial meeting will be held for the purpose of beginning negotiations and establishing a date for the next session. The parties may mutually agree to extend this 15-day time limit one time by up to 15 days.

B. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representatives shall be limited to five for each party. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Information

The Board and Superintendent agree to furnish the Association's negotiations committee, upon request and in reasonable time both prior to and during negotiations, all publicly available information concerning financial resources of the district and such other relevant information which the Board regularly compiles as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

During negotiations the Association will provide such information of which they have ownership, in total or is of the public domain, to the Board as necessary and available to assist in evaluation of the feasibility of the Association's proposals.

D. Negotiations Meetings

Initial proposals in writing shall be exchanged at the first meeting. There shall be sufficient copies for each team member provided. Each team shall have the opportunity to review proposals submitted and ask clarification questions as necessary. Thereafter, no additional proposals shall be added to the areas subject to negotiations unless by mutual agreement.

E. Ground Rules

Ground rules, dates of future negotiations, quorum, facilities and negotiation resource issues shall be established. The Board and the Association agree to enter into two consecutive days of concentrated bargaining which will be mutually agreed upon by both parties. The following rules will apply to the two concentrated days of bargaining:

- 1. Bargaining starting and ending times will be as mutually agreed.
- 2. Each party must come to the bargaining table with complete authority to bargain and reach tentative agreement.

- 3. Each party understands that the concept of the concentrated bargaining is to make a good faith effort to complete bargaining during the agreed upon two-day concentrated sessions.
- If a tentative agreement is not reached on all issues at the end of the two-day concentrated sessions, the parties could mutually agree to schedule additional sessions or either party may declare an impasse and proceed to follow Section 2.4 – Disagreement of the Master Agreement.
- F. Recesses

The chairman of either group may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length.

G. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

Section 2.3 - Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

Section 2.4 - Disagreement

The parties agree that the following method of dispute resolution has been adopted and mutually agreed to in accordance with Ohio Revised Code Section 4117.14 (C)(1)(f).

- A. If agreement is not reached within forty five (45) days of commencement of negotiations or earlier upon declaration in writing by either party, impasse shall be declared unless the parties mutually agree otherwise.
- B. Items unresolved shall be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service.
- C. Mediation shall continue until this Agreement expires or until the parties reach agreement whichever occurs first.
- D. Upon expiration of this Agreement, the Association shall have the right to exercise any and all rights under Ohio Revised Code Section 4117.14 (D)(2).

- A. As soon as possible, but not later than forty-five (45) calendar days after ratification, the Agreement shall be printed with a Table of Contents including all appendices by the Association and distributed to all certificated personnel. New bargaining unit members hired during the term of the Contract shall be provided a copy at the time of employment. The Board shall be supplied with an electronic copy of the Master Agreement.
- B. The cost of preparation and reproduction of the final contract document will be the responsibility of the Association.
- C. Members of the Negotiations Team shall be allowed to appear before any formal mediation or impasse panel hearing and allowed those days necessary without forfeiture of personal business days or salary.

SECTION 3 - LEAVES

Section 3.1 - Leave of Absence

A leave of absence without pay for not more than two (2) years may be granted by the Board at its discretion to members of the teaching staff. The Board shall grant such leave where illness or other disability is the reason for the request. Applicants desiring such leave shall present in writing their applications showing clearly the reason for and the purpose of the leave to the Superintendent of Schools. The Superintendent is to report these requests together with his/her recommendations to the Board at its next regular meeting. A teacher who is on continuing contract and is granted a leave of absence shall not forfeit his or her continuing contract status:

- A. Under this subsection, a teacher may request a leave of absence for any of the following reasons:
 - 1. Personal illness or disability
 - 2. Maternity, paternity, and/or adoption of a minor child
 - 3. Receipt of honorary fellowship or grant for advanced study
 - 4. Self-financed graduate study
 - 5. Illness or disability of a member of the immediate family
 - 6. Professional growth in the nature of a sabbatical experience.
- B. An application for leave of absence shall include the beginning and ending dates of the leave, the reason for the leave, statement of intent to return and the signature of the applicant. Except in cases of urgent necessity, applications must be received by the Superintendent sixty (60) days prior to the beginning date of the leave. On the date the employee begins the leave of absence, or sixty (60) days prior to the end of the leave, whichever occurs later, the employee on leave shall be notified of the termination date of such leave. For the purpose of this section, notification by certified mail to the employee's

last known address shall be satisfactory service. Failure of the employee to notify the Superintendent not less than thirty (30) days prior to such termination date of his/her intent to return to active service shall be deemed a constructive resignation and all rights and privileges of employment shall be thereby extinguished. Where the employee's leave expires at the beginning of the academic year, the employee must notify the Superintendent not later than July 10 following the sixty (60) day notice from the Board. The ending dates of leaves of absence shall coincide with the end of a grading period, unless otherwise authorized by the Superintendent.

C. Involuntary Leave of Absence Without Pay

Involuntary leave of absence without pay shall be governed by ORC 3319.13. In the event the Board deems the use of involuntary leave of absence for medical/mental health is necessary and the bargaining unit member contests the need, the bargaining unit member need not supply physician documentation to support the need for said leave to utilize sick leave and healthcare benefits.

D. When returning from a leave of absence, assignment will be made by the Superintendent of Schools. Before making the assignment, the Superintendent shall give consideration to the returning employee's placement request.

Section 3.2 - Pregnancy/Adoption Related Disability Leave

- A. Accumulated sick leave may be used by any female teacher for reasons of pregnancy. Upon application, sick leave shall be granted for a total of 42 consecutive days for prenatal care and postnatal recuperation. Upon the written statements of the attending physician to the Superintendent that such teacher is unable to perform her assigned duties, the period of sick leave for pregnancy related disability purposes shall be modified as determined by the attending physician.
- B. Sick leave as authorized under this section shall not exceed that number of accumulated and unused leave days to the credit of the teacher and earned during the period of such leave.
- C. Any teacher whose accumulated sick leave days are insufficient to cover the period of leave as set forth in Subsection "A" above, shall be granted an interim pregnancy related disability leave without pay for the period of six weeks from date of delivery as determined by the attending physician. Upon the written statements of the attending physician to the Superintendent that such teacher is unable to perform her assigned duties, the period of interim pregnancy related disability leave without pay shall be modified as determined by the attending physician.
- D. Accumulated sick leave to a total of fifteen (15) days shall be permitted for paternal responsibilities related to pre and postnatal care. Additional paternal prenatal/postnatal leave shall be allotted as necessary in accordance with the Family Medical Leave Act and Section 3.8 of this Agreement.
- E. Accumulated sick leave may be used by any bargaining unit member for reasons of adoption. Upon application, sick leave shall be granted for a total of 42 consecutive days.

Section 3.3 - Military Leave

Military leave shall be governed by Section 3319.14 and 5923.05 Ohio Revised Code, and applicable federal statutes.

Section 3.4 - Jury Duty

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the employee receiving a summons and/or being selected for jury duty. Notification should include the dates, time and court where duty is to be served.

The full pay of the employee shall be allowed for such service provided the check received by the employee for jury service is endorsed payable to the Bowling Green City Board of Education. Mileage and/or other expenses reimbursed to the employee by the Clerk of Courts shall be returned to the employee. The employee is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation. Payment of employees' wages will be made only when an employee presents certification from the court that the employee served or was required to be present at the courthouse or other location designated by the Clerk of Courts for possible selection.

Section 3.5 - Personal Business Leave

A. Each full-time teacher will be allowed two (2) restricted days of absence during each school year without loss of salary to transact personal business which cannot be conducted outside the normal work day, and one (1) unrestricted day of absence. Such days of absence shall not be deducted from the teacher's sick leave days.

If the schools are closed by the Superintendent or his/her designee because of a calamity day, an employee who has been granted an approved personal leave day for that date will not have that day charged as a personal leave day.

- B. The restricted personal business leave days shall not be granted for such purposes as:
 - 1. Shopping
 - 2. Gainful employment
 - 3. Seeking employment
 - 4. Recreational purposes
 - 5. Extensions of holidays and/or vacations, i.e., the day before or after a holiday or vacation unless waived by the Superintendent for good cause communicated in writing.
 - 6. Accompanying spouse on business trip.
 - 7. Extensions of approved leaves unless waived by the Superintendent for good cause communicated in writing.
 - 8. During the time an employee is on an extended leave of absence approved in advance.

- C. The unrestricted day cannot be used to extend a holiday and/or vacations or during the time an employee is on an extended leave of absence that has been approved in advance.
- D. The number of certificated/licensed staff who may take either a restricted or an unrestricted personal day in April and May is capped at thirty-five (35) substitute teachers per month. The days will be approved on a first submitted-first approved basis. Sick leave days, Professional leave days, and Association leave days shall not count in the calculation of this restriction. Members, whose requested personal days exceed the monthly maximum, must be notified per paragraph D of Section 3.5 of the Master Agreement or the leave day will be granted automatically. If the personal leave maximum is obtained for a month, a personal business leave day may still be granted in emergency situations with the Superintendent's approval.
- E. Request for either a restricted or an unrestricted personal business leave, with the exception of emergencies, shall be submitted at least five (5) working days prior to the date of absence. Emergencies will need to be submitted through the Superintendent. Signed requests shall be returned to the employee within three (3) working days or approval is automatically granted.
- F. Part-time employees shall be granted proportionate amounts of personal business leave.
- G. Employees are strongly advised not to use Absence Without Pay days except in true emergency situations and can do so only with the approval of the Superintendent or his/her designee.
- H. At the end of each academic year, an employee's unused personal days shall be converted to sick leave days and credited to the employee's sick leave balance.

Section 3.6 - Sick Leave

- A. Each full-time employee shall be entitled to sick leave credit of one and one-fourth (1 1/4) work days with pay, per month, for a total of fifteen (15) days per year, of which five may be for serious illness or death in the immediate family. Regular part-time employees will accrue sick leave on a proportionate basis based on their teaching schedule. Upon application of the employee and for good cause shown, the Superintendent shall authorize the use of such additional sick days as may be required for illness or death in the immediate family not to exceed that number of accumulated and unused sick leave to the credit of the employee. Sick days must be used on days the employee is absent while attending the funeral of an immediate family member.
- B. The total unused portion of the annual sick leave allowance shall be permitted to accumulate without limit.
- C. Sick leave accumulated prior to a leave of absence shall be credited upon return.
 - 1. The same monthly accrual of one and one-fourth (1 1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the payroll.

- 2. If, while the employee is in an approved sick leave period, a calamity day is declared in the district, the employee's sick leave account shall not be charged for the calamity day.
- D. Any teacher who at the beginning of the first duty day for teachers has no accumulation of sick leave shall be entitled to an advancement of five (5) days of sick leave. This advance is to be charged against the sick leave the employee subsequently accumulates.
- E. The use of sick leave for more than five (5) consecutive days (required teacher work days) shall require the filing of a physician's statement documenting the need for sick leave and indicating any recommended additional sick leave with the Treasurer of the Board of Education. (The physician's statement should be attached to the absence and substitute report.)
- F. Teachers returning to duty from sick leave after thirty (30) consecutive working days during the same duty year in which the sick leave was initially granted shall be returned to the same assignment unless such assignments would significantly disrupt the academic achievement of the students within the class or classes. Said teacher will have the option to return to their original position at the beginning of the next semester subject to the provisions of this Master Agreement under Voluntary Transfer and Assignment.
- G. Teachers returning to duty from sick leave after thirty (30) consecutive working days absence shall submit a signed statement from their physician that they are able to resume their duties. Any teacher returning from an injury occurring at work that resulted in an incident report shall submit a signed statement from his/her physician that he/she is able to resume his/her duties. This also applies to an injury that occurred outside of the work place that resulted in absence from reporting to his/her duties.
- H. Immediate family shall be designated as spouse, partner living in the same household, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law.
- In the event of the serious illness or death of a person living in the same household as the employee or a person outside the immediate family who has the same relationships as though a member of the immediate family, each full-time employee may use up to five (5) days sick leave per year.
- J. Two (2) days may be granted for funerals in case of death of other family members or close friends. These days will be chargeable to sick leave.
- K. An employee whose personal illness extends beyond the termination of his/her accumulated sick leave shall, at his/her written request, be granted a leave of absence without pay for the duration of such illness, but not to exceed two (2) years.

Section 3.7 - Sick Leave Bank

The Sick Leave Bank (SLB) may only be used for catastrophic injury, nonelective surgery, or illness of the employee or immediate family member that causes extended absence from work. Days may not be received from the Bank for absences due to child birth (natural or cesarean section). Allotments will be limited to participating employees as determined by the SLB committee.

A maximum number of days that a person may withdraw from the SLB is forty (40) days while employed with the Bowling Green City Schools.

1. General Procedures

a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

An application will be considered only after a member has used all of his/her accumulated sick days. Allotment from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

b. A doctor's statement is required with the application in order for the request to be considered. The committee may request a second medical opinion at any time, at the Board's cost and choice of physician.

As a condition to such application, members agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Bowling Green Education Association, and the Bowling Green City Schools." c. Allotments from the Sick Leave Bank shall commence on the eleventh (11th) consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

2. Enrollment shall be during the month of September each year. New teachers hired after September 30th will have four (4) weeks to enroll.

To enroll, a member shall contribute one (1) accumulated sick day to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may request the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

3. Sick Leave Bank Committee shall be composed as follows:

- a. The Human Resources Administrator.
- b.The Treasurer or his/her designee.
- c.Two members appointed by the BGEA President.

The SBC shall meet and review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions. The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. The SBC will communicate the approval or denial of SLB days in writing to the requesting employee. Actions of the SBC will be decided by a majority vote of the SBC. In cases where there is a tie, the Superintendent will be the tie-breaking vote.

Section 3.8 - Assault Leave

Any member of the bargaining unit employed by the Board assaulted by a student currently enrolled in the district or assaulted by any person except an employee of the Board while in the course of such teacher's employment, and such teacher is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. For the first seven (7) days that the eligible employee, as hereinafter defined, is forced to miss because of his/her work related injury which Worker's Compensation does not cover, the Board will continue the employee's salary without charge to his/her sick leave chargeable as assault leave. To be eligible for assault leave, the certificated employee shall apply for and be granted Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs.

Except as otherwise approved by the Superintendent, any teacher receiving assault leave shall file a complaint with the appropriate law enforcement agency against the assailant.

The Board shall pay, not to exceed \$250.00, for damages sustained to the personal property of a member of the bargaining unit directly arising out of an assault as defined herein provided such employee has applied for and been refused reimbursement under any existing insurance coverage and has been unsuccessful in the recovery of such damages in any legal proceeding in which he/she has a claim.

Section 3.9 - Family and Medical Leave Act

Nothing contained in this Agreement shall prevent the Board from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. The Board will use the concept of "rolling twelve" (i.e. twelve months from the date of last usage) to establish the twelve (12) month period in which leaves may be taken under the Family and Medical Leave Act of 1993, and the use of paid leave as part of a family and medical leave. The parties recognize that the special rules regarding employees of schools under the Family and Medical Leave Act shall be applicable. At the employee's discretion, paid or unpaid leave may be utilized in accordance with FMLA leave. Any dispute concerning FMLA leave shall be resolved solely through use of Section 7, Grievance Procedures (including final and binding arbitration).

Section 3.10 – Association Leave Pool

An Association Leave pool will be established with ten (10) association leave days available each academic year. These leave days will be granted for Association members to attend Association events and required business activities, excluding Master Agreement bargaining days. The days will be calculated as the sick and personal days are currently, with respect to an employee being charged with (1/2) one-half or (1) full day absence. The use of association leave shall not be construed as an absence nor reduce any other leave or benefit afforded to all certificated/licensed staff members. Further, any expenses associated with attending the Spring Assembly, President's meeting or Treasurer's workshop shall not be the responsibility of the District.

Section 3.11 - Leave Deductions

For the purposes of accounting, one half (1/2) day shall be charged against a teacher's requested leave if the teacher is absent from his/her position for approved leave reasons for four (4) or fewer periods or four (4) or fewer hours. Likewise, one (1) full day shall be charged against the teacher's requested leave if the teacher is absent for more than four (4) periods or more than four (4) hours.

SECTION 4 - TEACHING CONDITIONS

Section 4.1 - Assignment of Teachers (Including Transfers and Promotions)

The purpose of a negotiated policy in this area should be:

- A. To provide a qualified and competent teacher for children and youth in each subject and class.
- B. To provide an orderly and efficient method for transfers and promotions of personnel.
- C. To respect the rights and responsibilities of Board, Superintendent, Principals, and teachers in these matters.

Section 4.2 - Contracts

- A. The contract status of the teachers in the Bowling Green City Schools shall be:
 - 1. All personnel, currently active in the Resident Educator Program shall receive oneyear limited contracts. All personnel who have successfully completed the Resident Educator Program; but are not eligible for a continuing contract shall receive a two year limited contract, until eligible for and apply for a continuing contract.
 - 2. A continuing contract shall only be granted to a teacher who meets the eligibility qualifications in Ohio Revised Code 3319.08 and 3319.11 and who

a) Has the required years of experience, which is three (3) years of service in the district or two (2) years of service in the district but had attained a continuing contract with another district. The most recent school year of service will count as one (1) year if the teacher has been in paid status for at least one hundred and twenty (120) days before June 1 of that school year.

b) believes he or she may be eligible for a continuing contract shall notify the Board via the Human Resource Administrator by January 1 of the school year that the Board will consider granting the continuing contract. The employee will use the form in Appendix G. It is the employee's responsibility to make this application.

3. New teachers will be given credit for salary schedule purposes, for each year of teaching service in other public school districts, and in chartered, nonpublic schools located in Ohio, and up to five (5) years military service not to exceed a combined maximum total of ten (10) years. Similar credit shall be given for clinical service or university teaching of the type which meets the criteria of STRS or equivalent retirement criteria. A newly hired teacher cannot be placed on the salary schedule above the increment level of I. If a new teacher is given teaching or military service credit for salary schedule purposes, of which he/she disagrees, then the teacher may appeal and seek reevaluation of the credit given. Such appeal must be made within thirty (30) days of the hiring of the new teacher, and must be in writing and contain documentation concerning prior work experience. Final decision of appeal shall be made by Superintendent.

- 4. New teachers shall be notified in writing at contract issuance if they are leave replacements.
- 5. Part-time certificated/licensed personnel working less than 120 days per school year who have no break in service will be granted one level of increment for salary schedule purposes on the first work day of the school year following the completion of 120 days over a period of more than one (1) school year.
- B. When a teacher signs a contract, the contract shall list basic teaching assignment. A supplemental (one-year limited) contract shall be issued for additional services compensated by the Board.
- C. Bargaining unit members will be provided with a salary notice before August 1st. Grade level assignment at the elementary level and specific subject areas at the secondary level will remain the same as the previous year unless the teacher is notified before August 1st. The only exceptions for a change of position after July 31st are: 1) unexpected significant changes in enrollment at a school; 2) sudden unplanned personnel changes (death, emergency or sick leave or unexpected resignation or retirement); 3) compliance with the Ohio Department of Education mandates.

Section 4.3 - Notification of Vacancy

- A. Whenever a vacancy in a bargaining unit position shall exist in the school district, which the Superintendent intends to fill, the Superintendent or designee shall publicize the same by e-mailing a written notice of such a vacancy to the President or a designated substitute for the President of the Association and to each building staff list serve. This notice shall set forth a description of and qualifications for the vacancy, including duties, salary and procedure for application. No vacancy shall be filled until qualified personnel have had five (5) calendar days from the date of the posting to make application for such vacancy, except that vacancies occurring after May 31st and before the first day of the school year shall not be subject to this five-day posting period.
- B. Any teacher may apply for such vacancy at the Central Administration Office or via the District's website. In filling such vacancy, the Superintendent agrees to give consideration to the professional background and attainments of all applicants and the length of service to the Bowling Green City Schools. After a vacancy has been posted and filled internally, and the resulting vacancy from the successful internal bidder has been posted and filled until May 31st, then after May 31st, the Board may fill any subsequently resulting vacancy without posting.

Section 4.4 - Transfers

- A. Definition section:
 - 1. A transfer shall be defined as a change in assignment by an employee from one basic teaching assignment to another.

- 2. A voluntary transfer shall be defined as an employee initiated reassignment.
- 3. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.
- 4. Assignment shall be defined for elementary teachers: the building, grade level, and specialization area to which a teacher has been assigned.
- B. Voluntary Transfers and Assignments:
 - 1. No later than March 1, the Superintendent should furnish a list of known vacancies for the next school year to building principals and the Association president or secretary.
 - 2. Teachers who desire a transfer should file a written request within five (5) days of the posting each year and such request will be valid through the first semester of the next school year.
 - 3. A standardized procedure for interviewing and notifying applicants for transfer shall be established by the Superintendent.
 - 4. Applicants for transfer within the system shall be granted an interview with the principal(s) of the building(s) to which the applicant has requested to be transferred and other District employees deemed appropriate by the Superintendent. Such interview shall be held between March 15 and the last day of the school year. Such consideration shall be given to applicants before new teachers are hired.
 - 5. Requests may be made for position, grade level(s), and/or building.
 - 6. The Superintendent retains the right to assign staff based on the needs of the district. The Superintendent will consider the certification/licensure, qualifications, and evaluations, and seniority of applicants in approving transfer requests, as well as the overall needs of the district. With all other qualifications being equal, final decision will be made by the building administrator and the Superintendent.
 - 7. A teacher who makes a voluntary transfer may not again seek a voluntary transfer for a period of three (3) years, unless extenuating circumstances approved by the Superintendent are present.
- C. Involuntary Transfers Reassignment
 - 1. Any member of the bargaining unit who is being involuntarily reassigned shall be notified of such reassignment on or before the last duty day for teachers of the preceding school year. Within fifteen (15) days of such notice, any teacher involuntarily reassigned shall be granted a conference with the Superintendent and building administrator who shall state the reasons for such reassignment in writing. At such conference, the teacher may be represented by one association representative of his/her choice. The conference shall take place within fifteen (15) days of the

written request for such conference.

- 2. The written statement of reasons for such transfer as set forth in paragraph 1 above shall be signed by the teacher to acknowledge receipt of said reasons but shall not be interpreted as agreement with reasons. Refusal of any teacher to acknowledge receipt of such reasons shall be noted in writing and shall not preclude the consummation of such reassignment.
- 3. The Superintendent shall have the authority granted by law to involuntarily reassign any teacher if the reassignment of such teacher is in the best interest of Bowling Green City School District, provided that written notice is given with reasons and the opportunity for a conference as set forth in paragraph 1 above. This procedure will also be used if the transfer occurs during the school year to replace personnel who, regardless of reason, become unavailable to complete that assignment. Any teacher involuntarily reassigned after July 10 shall, upon written application to the Board, be released from the terms and conditions of such teacher's employment contract without penalty to the teacher's credentials.
- 4. No teacher shall be reassigned to any position for which he/she is not certified/licensed or cannot become certified/licensed without additional training.
- 5. The employee's overall system-wide seniority as provided by this Master Agreement shall remain with him/her regardless of the assignment.
- 6. When a school is closed permanently or an involuntary transfer has resulted because of change in enrollment or territorial changes affecting the district, teachers in that school who are not placed in a vacancy which they have requested, shall be placed after the Superintendent has considered the employee's certification/licensure, qualifications, and evaluations, as well as other factors which would affect the appropriateness of the placement in assigning teachers affected.
- 7. An involuntary transfer can only be imposed once every three years.
- 8. Bargaining unit members who are involuntarily transferred under the provisions of this Section will be provided an appropriation equal to One Thousand Dollars (\$1,000.00) during the first year of the reassignment to purchase supplemental and support materials related to their new position, which purchases must be approved by the Executive Director of Teaching and Learning and/or the Executive Director of Pupil Services. This appropriation will apply to only the portion of the schedule that represents a change in subject assignment or grade level or both. Supplemental and support materials must be purchased by February 1 of the academic year in which the transfer occurred.
- 9. The provisions set forth above do not apply when an entire building is moved to another building.

D. Closing a Building

- 1. Employees covered by this Agreement shall be paid \$30.00 per hour for a maximum of five (5) hours beyond the normal contracted time for packing supplies and materials that need to be moved. Timesheets must be approved by the building administrator from the site which items are moved.
- 2. The Board will provide boxes and materials needed for the packing of the items to be moved.
- 3. The Board will be responsible for the actual moving of items to the assigned location in the new building.
- 4. Items that are personal belongings of the teacher being used in his or her classroom shall be moved by the teacher.
- 5. Items that are personal curricular belongings of the teacher being used in his or her classroom shall be moved by the Board.

Section 4.5 - Fair Dismissal Policy

- A. Any teacher employed under a limited contract whom the Superintendent intends not to recommend for re-employment shall be so notified by the Superintendent in writing on or before April 30.
- B. The teacher may request a conference with the Superintendent/designee provided such request is in writing and received within two (2) teacher working days of receipt of the notice as provided in Subsection A above. If the request is timely, the teacher shall be granted an opportunity for a conference with the Superintendent/designee regarding the reasons for the recommendation not to re-employ. The teacher shall have the right to be represented by a person of his/her choice. Board action on an individual teaching contract shall not occur prior to the regularly scheduled May Board meeting.
- C. A teacher having completed, on or before the next July 1st, four (4) or more years of continuous, current service in the Bowling Green City School District shall be granted, upon request, a review by the Board prior to the time action is taken upon the Superintendent's recommendation of non-reemployment. Such review shall be in executive session at which time the teacher shall be granted an opportunity to show cause why the contract should be renewed. Nothing herein shall be construed as an assumption by the Board of the burden of establishing the grounds for the non-renewal of the contract.

- D. In the review, said teacher may be represented by a representative designated by the Association. This representative may be accompanied by a UniServ representative and/or Association attorney.
- E. Request for review as specified in paragraph C above shall be made in writing to the Superintendent of Schools.

TIMELINE:

PARAGRAPH	ACTION	DEADLINE	
А	Superintendent's Notification	April 30	
В	Teacher Request for Conference	2 teacher work days of Superintendent's notice in B	
В	Conference with Superintendent/ Designee	5 teacher work days of request for conference in C	
C	Request for review with Board	2 teacher work days of Conference with Superintendent/ Designee	

- G. Failure to follow the procedure as set forth herein shall not void an otherwise proper procedure for the non-renewal of teacher contracts as prescribed by law.
- H. It is agreed that this Fair Dismissal Policy supersedes the provisions of Section 3319.11 of the Ohio Revised Code.

Section 4.6 - Reduction in Force

- A. When necessary, the Board shall, upon recommendation of the Superintendent suspend the contracts of teachers, but such suspensions shall be limited to the following reasons:
 - 1. Decline in student enrollment.
 - 2. Return to duty of regular teachers after leaves of absence.
 - 3. Suspension of schools.
 - 4. Territorial changes affecting the district.
 - 5. Financial Reasons.

If the Board plans to implement a RIF due to Financial Reasons, Association President and up to four (4) additional Association Members can meet with two (2) members of the Board, the Treasurer, and the Superintendent to discuss the proposed reduction and make suggestions to the Board for proposed reduction. The final decision shall be made by the Board.

B. If staff reduction is deemed necessary for any of the above reasons, the reduction shall be made in each teaching field affected as follows:

- 1. Suspension of contracts shall occur first among teachers on limited contract within the teaching field affected who do not have an evaluation rating from the District.
- 2. Second, suspension of contracts shall occur among teachers on a limited contract based on the lowest evaluation rating within the teaching field affected.
- 3. If the suspension of contracts is necessary for any continuing contract teacher, this shall be based on the lowest evaluation rating within the teaching field affected.
- 4. If a teacher has been required to obtain a temporary certificate/license to meet the requirements of the current teaching assignment and also holds provisional, resident educator or higher certification in other teaching fields, the teacher shall be placed with the appropriate contract status group according to seniority.
- 5. Seniority will not be the basis for a decision, except where the teacher's evaluations are comparable.
- C. Seniority shall be defined as continuous employment of a teacher beginning with the date the Board takes action to hire the teacher. In the event two or more teachers are hired in the same meeting and a reduction in force is contemplated that would result in the suspension of teaching contracts of some of those teachers, a lottery will be conducted to determine the seniority of the teachers hired on that date, the process for which shall be jointly determined by the District Administration and the Association.

Continuous employment shall include all time on sick leave, all time on Board approved paid or unpaid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the teacher is reinstated.

- D. Seniority shall be lost when a teacher resigns, retires, is non-renewed or terminated. Teachers whose contracts have been suspended shall have rights to recall as follows:
 - 1. First recall shall be of teachers on continuing contract in reverse order of layoff within the teacher's preferred area of certification first, then by other areas of certification.
 - 2. If vacancies cannot be filled by teachers on continuing contract, then limited contract teachers in reverse order of layoff within the teacher's preferred area of certification/licensure first, then by other areas of certification/licensure.
 - 3. Seniority will not be the basis for a decision except where teacher's evaluations are comparable.
 - 4. Teacher eligibility for recall shall be maintained for three (3) years from the effective date of suspension. Thereafter, an employee on layoff shall lose his/her right to recall.
 - 5. If a vacancy occurs and a teacher otherwise eligible for recall cannot accept the assignment because he/she cannot be released from a contract of employment, such

teacher shall not lose his/her recall rights as provided herein, but such teacher may not assert a claim to such position when the obligations of the employment contract are removed.

- If a vacancy occurs for which a teacher holds a valid teaching certificate/license and such teacher refused to accept such assignments for reasons other than that set forth in subsection D-5 above, then such teacher is deemed to have waived all rights of recall.
- E. When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the Association ninety (90) days prior to the date on which the contract suspensions become effective and to all teachers so affected sixty (60) days prior to the date on which the contract suspensions become effective.

The Association, the Superintendent and/or his/her designee shall confer on the reasons for such reduction within fifteen (15) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board.

F. A seniority list shall be prepared and maintained ranking all continuing contracts in the district by seniority, giving areas of certification and present teaching assignments: then all limited contracts in the district by seniority, giving areas of certification, and present teaching and building assignment. The Association President shall receive ten copies of this list. This list shall be posted by November 1 of each year. If an item on the list is not protested in writing to the Superintendent by December 15, it shall be final until the next list is posted.

Section 4.7 - Bowling Green Teacher Evaluation

The language provided below applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code (see Application language below). The evaluation of other personnel shall continue to follow the current procedure that shall remain in the bargaining agreement.

4.7.1 Definitions

- A <u>Evaluation Factors</u>: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- B. <u>Student Growth Measure</u> (SGM): Student academic growth will be measured through multiple measures that shall include value-added scores on evaluations for teachers where value-added scores are available in proportion to the part of a teacher's schedule of courses or subjects for which the value added progress dimension is applicable. Other student growth measures may be selected from Ohio Department of Education's approved assessment list for teachers of subjects where value-added scores are not available or from locally developed measures of student growth. Local growth measures shall be established based on state-designed criteria and guidance

and the terms set forth in the collective bargaining agreement including, but not limited to, student learning objectives (SLOs). SGM Results are reported as follows: Most Effective, Above Average, Average, Approaching Average, Least Effective. Annually, every teacher must have a student growth component with data that is created by the administration of either a 1.) district approved common assessment given at the beginning of that academic year or 2.) comprised of a value added metric from the previous year's Ohio State Test data as mandated by the Ohio Department of Education.

Teacher Categories (Year(s))	Value Added	Vendor Assessment	SLOs	Shared Attribution	Total – Must be 50%
A1	50%	0%	0%	0%	50%
A2	10%- 50%	0%	0%- 40%	0%	50%
В	0%	10%- 50%	0%- 40%	0%	50%
С	0%	0%	50%	0%	50%

Student Growth Measures will be used as part of the evaluation process in the following manner:

BGCS will adhere to the Ohio Department of Education's guidelines for student groups or exceptions to data sets, evaluation, creation, and approval of SLO's, and inclusion percentages based on categorical identification of teachers (A1, A2, B, or C). BGCS will utilize ODE provided forms to ensure consistency between schools in the district.

- C. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
- D. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

- E. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year (unless such data is available sooner) are combined with the performance ratings for the current school year to assign an evaluation rating.
- F. Evaluation Instrument: The process and forms are located in Appendix A in this agreement.
- G. Student Learning Objective (SLO) shall be defined as a measure of a teacher's impact on student learning within a given interval of instruction. An SLO is a measurable, long-term academic goal informed by available data that a teacher or teacher team sets at the beginning of the instructional interval for all students or for subgroups of students. An SLO is comprised of the following components: baseline and trend data, student population, interval of instruction, standards and content, assessment, growth target, and rationale for growth target.
- H. Teacher(s) of Record:
 - 1. Is/Are responsible for assigning the grade/mark to the student, and
 - 2. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s)of record(s)".
- I. Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level.
- 4.7.2 Purpose

A. The purposes of teacher evaluation are:

- 1 To serve as a tool to advance the professional development of teachers.
- 2 To inform instruction.
- 3 To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4.7.3 Application

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

1 Teachers working under a license or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

4.7.4 Evaluators

- A. An evaluator must be a credentialed contracted employee of the district which would include the building administrators and the central administrative staff.
- B. It will be a mutual goal that the teacher's immediate supervisor be the primary evaluator. If the teacher reaches the accomplished rating, they may select their own evaluator from a list of district approved evaluators.

4.7.5 Evaluation Committee

- A The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
- B. Committee Composition
 - 1 The committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
 - 2 Association committee members may serve staggered terms of not more than three (3) years and shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.
 - 3 Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- C. Compensation
 - 1 Any committee work performed outside of the contractual work day will be paid at the Master Agreement prescribed rate.
- D. Secretarial Support
 - 1 The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

E. Committee Authority

- 1 The committee is responsible for jointly developing, reviewing and recommending the procedure and process, including the evaluation instrument, for teacher evaluation.
- 2 If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said, recommendation shall be *referred to* the Board and the Association for ratification.

4.7.6 - Student Learning Objective (SLO) Committees

In accordance with the Ohio Department of Education's recommendations, BGCS will appoint separate building-level committees to review and approve all SLOs in order to develop an understanding of the type and rigor of the SLO's across each school. This building-level committee will be able to support teachers in setting targets, ensure consistency within the building, and ensure that SLO's are aligned to academic standards as well as school and district priorities. Each building-level committee will receive training in the SLO process. A locally developed district team consisting of representation from each building (5) and two administrators (one elementary and one secondary) will establish the district procedures for writing, submitting, approving, and appealing SLO's based on ODE guidelines. For meetings that are held outside of contract hours, members will be paid at current meeting rate. This committee will meet annually to review updates from ODE and make changes as needed.

4.7.7 Notification

A Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator with the understanding that if changes need to be made, the affected employee will be notified in a timely manner.

4.7.8 Training

A Evaluators

1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

4.7.9 Schedule for Evaluation

- A The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- B If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board may perform three formal observations. If the Board may wish to declare its intention not to re-employ a teacher on a limited contract or an extended limited contract pursuant *to* ORC 3319.11 (B), (C)(3), (D), or (E) three formal observations will be completed.

4.7.10 Criteria for Performance Assessment

- A A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix A in this agreement.
- B No teacher shall be evaluated on his or her work performance except for evidence gathered from the OTES process.
- C All monitoring or observation of the work performance of a teacher shall be conducted openly.
- 4.7.11 Observations
- A Schedule of Observations
 - 1 A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There should be a minimum of at least fifteen work days between formal observations with the understanding that if an employee needs three (3) observations the third observation will be exempt from this provision.
 - 2 If the evaluator is unable to make a scheduled formal observation, the evaluator must schedule a conference with the teacher whose class was missed within five (5) school days to determine how the formal observation will be re-scheduled. The re-scheduled date will take place with an effort made to minimize the observation paperwork that will be required to complete the observation.
- **B** Observation Conference
 - 1 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

- 2 A post-observation conference shall be held after each formal observation, unless the teacher waives that right via electronic mail.
- 3 A teacher may request a formal observation at any time in addition to those required by this procedure.

4.7.12 Walkthroughs

- A. A walkthrough is an informal observation that focuses on one or more of the following components:
 - 1 Evidence of planning;
 - 2 Lesson delivery;
 - 3 Differentiation;
 - 4 Resources;
 - 5 Classroom environment;
 - 6 Student engagement; and,
 - 7 Assessment.
- B. The walkthrough shall be at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration during an OTES walkthrough.
- C. The teacher shall be provided a copy of the walkthrough form.
- D. No fewer than two (2) walkthroughs shall be included in each evaluation cycle.

4.7.13 Finalization of Evaluation

A Written Report

- 1 Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
- B Completion of Evaluation Cycle
 - 1 The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year (*unless data is available sooner*) and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies. The teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

C. Teachers Rated Accomplished or Skilled

1. The Board may evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every three school years so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education. In that case, the evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

2. The Board may evaluate a teacher assigned an evaluation rating of Skilled on the teacher's most recent evaluation conducted under this article once every two school years so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the department of education. In that case, the evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

3. In any year that a teacher is not formally evaluated pursuant to paragraphs 1 or 2, an evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher.

4. Teachers rated as Accomplished or Skilled may voluntarily choose to be evaluated before the excused window expires.

D. Teachers on Leave or Retiring

A The Board may elect not to conduct an evaluation of a teacher who: (1) was on leave for fifty percent (50%) or more of the school year, as calculated by the Board; or (2) has submitted notice of retirement and that notice has been accepted by the Board on or before December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

- E. Response to Evaluation
 - 1 The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy shall be provided to the teacher.
- 4.7.14 Evaluation Cycle

A. For Teachers who have been assigned the rating of Accomplished on their most recent OTES evaluation and are not formally evaluated each year, during the years these teachers are not formally evaluated, the following are required:

- Professional growth plan;
- One formal observation;
- One conference;
- Use and submission of data for the student growth measures process to determine a rating for student growth measures because the teacher must maintain a rating of average or higher to continue the less frequent evaluation cycle.

B. For Teachers who have been assigned the rating of Skilled on their most recent OTES evaluation and are not formally evaluated each year, during the years these teachers are not formally evaluated, the following are required:

- Professional growth plan;
- One formal observation;
- One conference;
- Use and submission of data for the student growth measures process to determine a rating for student growth measures because the teacher must maintain a rating of average or higher to continue the less frequent evaluation cycle.
- 4.7.15 Professional Development
- A. Professional growth plans and improvement plans shall be developed as follows:
 - 1. Teachers with a final summative rating of Accomplished will develop a selfdirected professional growth plan each year.
 - 2. Teachers with a final summative rating of Skilled will collaboratively develop a professional growth plan with the evaluator.
 - 3. Teachers with a final summative rating of Developing will be provided with a professional growth plan that is directed and approved by the evaluator.
 - 4. Teachers with a final summative rating of Ineffective will be provided with an improvement plan that is directed and approved by the evaluator.
- B. Professional growth plans and improvement plans for a school year shall be developed no later than September 15 and shall describe the specific performance expectations, resources and assistance to be provided.
- C. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement as deemed appropriate by the administration.

4.7.16 Improvement Plans

- A An improvement plan is a program for a teacher whose final summative rating is Ineffective or who is deficient in any individual component of the evaluation system. For teachers who complete SLO's, a plan will be developed by September 15. Teachers whose rating is based on value added will have a plan developed within thirty (30) days of receiving data from the Ohio Department of Education
- B The professional improvement plan shall include:
 - 1. Specific areas of improvement as related to the OTES process
 - 2. Specific measureable goals
 - 3. Specific plan of action
 - 4. Resources and assistance as determined by the plan;

5. The District will assign a mentor coach from the list of Association members who volunteer to serve as a mentor coach to assist the teacher in the professional improvement plan.

- 4.7.17 Due Process
- A A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- B. Section 4.5 of the Master Agreement shall be followed if fair dismissal is necessary.
- 4.7.18 Personnel Action Requirements
- A. The whole OTES instrument shall be used in decisions regarding retention, promotion, removal of any teacher.
- B. After June 30, 2015, only those evaluations within the same rating category will be considered comparable to each other.
- C. In the event that a teacher is involuntary transferred the teacher performance on the Teacher Performance on Standards portion of the evaluation shall be used in decisions regarding retention, promotion, removal of the teacher.
- D. If the standards based evaluation procedure enacted by HB 153 is repealed, the evaluation system procedures set forth in the 2012-2013 Master Agreement shall apply to the extent permitted by the law.

Evaluation Procedure in 2012-2013 Master Agreement

The guidelines in Appendix B are for the evaluation of certificated/licensed staff to whom the foregoing provisions of Section 4.7 and Appendix A do not apply.

Section 4.8 - School Counselor Evaluation

A. PURPOSE

The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

- 1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
- 2. Guide District policy about the appropriate responsibilities of a school counselor.

3. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

B. APPLICATION

The school counselor evaluation procedure contained in this agreement applies to all school counselors employed by the Board of Education.

C. EVALUATOR QUALIFICATIONS AND ROLES

- 1. An evaluator must be a contracted employee of the Bowling Green School District.
- 2. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.
- 3. In the event a counselor performs work under the supervision of more than one (1) supervisor, a single supervisor shall be designated as the evaluating supervisor responsible for all aspects of the OSCES including conducting of observations, review of metrics, and the assignment of the final summative rating.

D. CRITERIA FOR COUNSELOR EVALUATION

- 1. A counselor's evaluation, including all observations and summative evaluations, shall be conducted based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric, Appendix I-1.
- 2. All monitoring or observation of the work performance of a counselor shall be conducted openly.

E. EVALUATION PROCESS

- 1. No school counselor shall be subject to more than one (1) evaluation per school year.
- 2. The final summative evaluation (Appendix I-3) shall be completed no later than the first (1st) day of May, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.
- 3. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant that section.
- 4. The Board of Education may evaluate a counselor receiving a rating of "Accomplished" every three (3) years so long as the metric of student outcomes, for the most recent school year for which data is available, is "Skilled" or higher.
- 5. The Board of Education may evaluate a counselor receiving a rating of "Skilled" every two (2) years as long as the metric of student outcomes, for the most recent school year for which data is available, is "Skilled" or higher.
- 6. In any year in which a counselor is formally evaluated, as a result of having previously received a rating of accomplished or skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor, and hold one (1) post-observation conference with the counselor. The formal observation process shall be held in compliance with the provisions of this Contract.

F. INFORMAL OBSERVATIONS

- 1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented on the form in Appendix I-2 and will focus on one (1) or more of the following components:
 - Comprehensive School Counseling Program Plan
 - Direct Services for Academic, Career and Social/Emotional Development
 - Indirect Services: Partnerships and Referrals
 - Evaluation and Data
 - Leadership and Advocacy
 - Professional Responsibility, Knowledge and Growth
- 2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

- 3. The counselor shall be provided a copy of the informal observation form.
- 4. No fewer than two (2) informal observations shall be included in each evaluation cycle.

G. FORMAL OBSERVATIONS

- A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between September 15 and April 30. There will be a minimum of fifteen (15) work days between the first two (2) formal observations.
- If the Board has entered into a limited contract or an extended limited contract with a school counselor pursuant to section 3319.11 of the Ohio Revised Code, the Board may perform three formal observations. If the Board may wish to declare its intention not to re-employ a school counselor on a limited contract or an extended limited contract pursuant to ORC 3319.11 (B), (C)(3), (D), or (E) three formal observations will be completed.
- 3. If requested by the counselor, each formal observation shall be preceded by a conference between the evaluator and the counselor, in order for the counselor to explain the plans and objectives for the work situation to be observed.
- 4. A post-observation conference shall be held following the observation. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance based upon the draft observation report.
- 5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor.
- 6. A counselor may request a formal observation at any time in addition to those required by this procedure.

H. FINALIZATION OF THE EVALUATION CYCLE

Each evaluation will result in a final summative rating of "Accomplished,"
 "Skilled," "Developing," or "Ineffective." The final summative rating is based on
 a holistic review of all seven (7) dimensions of the Ohio School Counselor
 Evaluation System. The evaluation shall acknowledge the performance
 strengths and performance deficiencies, if any, of the counselor evaluated.
 The evaluator shall note all data used to support the conclusions reached in
 the formal evaluation report. No later than May 10, the evaluation report shall

be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.

- 2. Before the evaluation cycle is considered complete, a copy of the final summative evaluation shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
- 3. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor.
- 4. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education, submit to the Ohio Department of Education (ODE) the final summative rating of each school counselor.
- 5. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file.

I. PROFESSIONAL GROWTH PLANS

- 1. Counselors with a summative evaluation rating of accomplished will develop a professional growth plan.
- 2. Counselors with a summative evaluation rating of skilled or developing shall develop a professional growth plan collaboratively with their credentialed evaluator. Counselors with a developing rating will have their professional growth plan approved by their evaluator.
- 3. Professional growth plans for a school year shall be developed not later than September 15 of each school year and shall be one academic year in duration.

J. PROFESSIONAL IMPROVEMENT PLANS

- A professional improvement plan is a clearly articulated program used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. An evaluator may initiate an improvement plan at any time during the evaluation cycle based on deficiencies in performance by the school counselor.
- 2. The professional improvement plan shall include:
 - a. Specific measurable performance expectations, resources and assistance to be provided; and,
 - b. A reasonable, desired level of performance that is expected and a reasonable time period to correct deficiencies; and,

- c. Professional Development opportunities.
- 3. Improvement plans for the next school year shall be developed not later than September 15 of each school year.

K. DUE PROCESS

- 1. Counselors who disagree with any informal or formal observation report and/or the final summative evaluation rating shall be allowed to submit a written rebuttal within ten (10) working days. This rebuttal will be attached to the summative evaluation report.
- 2. A counselor shall be entitled to Union representation at any conference held during this procedure in which the counselor will be advised of an impending adverse personnel action.

L. PERSONNEL ACTION REQUIREMENTS

The evaluation procedure contained in this agreement shall not be used in any decision concerning the assignment, reassignment, contract status, non-renewal, termination, reduction or recall of any counselor prior to May 1, 2018.

Section 4.9 - Professionalism

- A. A specific effort will be made by the Association to ensure that the membership living in the district is registered to vote and encouraged to vote. Members shall be encouraged to support a levy proposed by the Board of Education and endorsed by the Association, and discouraged from working to defeat the levy.
- B. Wherein the Association has knowledge of their own people presenting less than a good professional image to the school community, the Association should be willing to apply counseling and peer pressure to bring about professional self-improvement. Specifically, the Association will exert its influence in the following areas:
 - 1. Encourage staff members to observe high standards of dress, manner and conduct.
 - 2. Stress the importance of requesting leave of absence only for legitimate reasons and with proper advanced notice.
 - 3. Stress the importance of teachers completing the school year as a professional obligation to children.
 - 4. Stress the importance of teachers contributing positively to the systems' public relations program and refraining from activities which would reflect negatively upon the school's staff or program.

- C. The Association will accept input from Administration on allegations.
- D. In the event the Board makes a report of an act that is unbecoming to the teaching profession or a disqualifying criminal offense or other criminal offense applicable to teachers to the Superintendent of Public Instruction, the Superintendent shall notify the affected member within five (5) working days of the report that such a report has been made.

Section 4.10 - Personnel File

- A. Each teacher shall have the opportunity, upon request, and after arranging a suitable appointment during regular business hours of the central office, with at least twenty-four (24) hours advance notice, or at such other times as may be mutually agreed upon, to review the contents of his/her personnel file in the presence of an administrator. Upon the request of the staff member, an Association representative may accompany the member. The teacher shall be permitted to attach to any item a written rebuttal or such other comments as he/she may deem advisable.
- B. The teacher shall be notified in writing of the intent of placement in the personnel file of any document not listed below. The teacher will have five working days to request a conference prior to official placement. For the purpose of this section, posting by certified mail or personal delivery from the Superintendent and/designee shall constitute notice to said teacher. Such notice shall not be required when such document is presented by the employee for filing, or for any of the following documents:
 - 1. Employment and supplemental contracts
 - 2. Salary notices
 - 3. Ohio teaching certificates/licenses
 - 4. Letters of commendation
 - 5. College transcripts
 - 6. Military records
 - 7. Medical records
 - 8. Evaluation documents (Documents in the file will be the final summative document).
- C. Failure to give notice as required by Subsection B above shall not be asserted by any employee after one hundred (100) work days from the date of such filing.
- D. The Board will notify a teacher if another bargaining unit member requests to review his/her personnel file.

Section 4.11 - Teacher Facilities

Physical Facilities Goals:

A. The Board and Association recognize the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the advice of teachers will be sought before teaching facilities are constructed or remodeled.

- B. Each school should have the following facilities:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - 3. An appropriately furnished area to be used as a faculty lounge.
 - 4. Well-lighted, ventilated, clean teachers' restrooms, adequate for the number of teachers.
 - 5. A comfortably heated building throughout each school day.
 - 6. All teachers will have either a locking file drawer or cabinet available in their room.
 - 7. Certificated/licensed teachers will be provided with classroom keys/working locks in order to comply with Administration procedures on school safety.
- C. Parking facilities should be ample and adequate for the staff assigned to each building.

Section 4.12 - Teacher Load

A. Both parties agree to a uniform length of the service day at seven (7) hours and forty (40) minutes. Standard hours are: Secondary (HS and MS) - 7:40 a.m.-3:20 p.m. and Elementary - 8:15 a.m.-3:55 p.m. Immediate supervisors can authorize flexible scheduling at the request of the individual teacher.

In cases where school opening time is delayed because of adverse weather conditions, teachers/staff members shall report no later than the number of hours of the delay and may depart at the normal departure time.

Principals, with input from central administration, will develop time schedules and furnish a copy to the Superintendent of Schools. This will take into account planning time and reasonable travel time between buildings as set forth in Subsection (H) (3).

Bargaining unit members' assignment and workload shall be determined by the Administration within the parameters stated in this Article. Bargaining unit members may provide input to the building principal regarding assignment of class schedules not later than May 1. Notification of tentative teaching assignments will be given to each teacher by July 15 of each year.

The building principal shall be responsible for enforcement of the teacher time on the job. The principal shall have authority to make an individual exception for cause when the request is submitted in writing for prior approval.

- B. Every effort will be made to hire a substitute for special area teachers in the event of the absence of such teachers who work with an entire class at one time in the areas of art, vocal music, special education, and physical education. Said teachers shall provide adequate lesson plans in the event of their absence so that substitutes may continue classes as planned.
- C. The Board or its agent shall provide a uniform handbook/policy book for procedures to be followed for substitutes and presented to them upon hiring. A copy shall be provided to each Association building representative.
- D. Certificated/Licensed staff may be assigned to one evening activity per semester without any additional cost to the Board.
- E. Additionally assigned participation in scheduled activities for which attendance is mandatory beyond the uniform length of service day (as defined in Section 4.12-A) shall be compensated at thirty dollars (\$30.00) per hour.
- F. All regular teachers will have a duty-free lunch period each workday of thirty (30) minutes. The Board agrees to hire monitors, wherever practicable, to provide assistance to elementary teachers during lunch recess, allowing fifteen (15) minutes of additional planning time. In the event monitors are not available, the fifteen (15) minute additional planning time will be waived.
- G. On the first teacher work day of school in the assigned building, the principal shall distribute to each teacher a yearly schedule of building staff meetings. Staff meetings will normally not last more than forty-five (45) minutes after the start of the meeting. No more than two staff meetings per month will be scheduled. Staff meetings will begin no earlier than 7:40 am in the secondary and middle school and no earlier than 8:15 am in the elementary schools. Staff meetings will end by 3:20 pm in the secondary and middle school and by 3:55 pm in the elementary schools. In case of an emergency, the principal or administration may call an unscheduled staff meeting that exceeds these parameters.
- H. Class Size and Load: The following parameters shall be met unless the Board of Education must enact a Reduction in Force.

Grade Level	Students per Class	Classroom Aide	
Full-Day Kindergarten	24	25	
Grades 1,2,3	24	25	
Grades 4,5	27	28	

1. Elementary Class Size (K-5)

2. High School and Middle School class Size (6-12)

- a. The average number of students shall not exceed 30 per period as determined by the number of students enrolled divided by the total number of periods, with the exception of 2.b.
- b. Laboratory classes shall be limited to 24 students per class period at the high school and 25 students per class period at the middle school; Physical Education shall be limited to 40 students per class period.
- c. Band, art, choir, orchestra, study hall, librarian, school counselors, and cafeteria supervision shall be exempt from being figured into class size.
- 3. Teacher Load Parameters
 - a. Each regular teacher shall have eight (8) hours within each contract week to prepare lessons, hold conferences, and other duties not strictly considered teaching, unless the district enacts a Reduction in Force due to financial reasons within this bargaining unit.
 - b. Secondary (6-12) certificated/licensed staff shall not be assigned more than three (3) subjects nor more than a total of three (3) teaching preparations at any one time. The parties have a mutual goal to set the secondary teaching load structure as no more than six (6) instructional and/or duty periods, and one (1) preparatory period. If this goal cannot be met, the affected certificated/licensed staff will have the right to an individual conference with the principal to discuss options or suggestions to meet the goal. The employee is entitled to an Association representative at the conference, upon the employee's request. The building principal retains the authority to make the final decision.
 - c. In any semester in which a high school teacher is assigned two or more different Advanced Placement Courses, that bargaining unit member will receive two (2) planning/conference periods per day.
 - d. No new curriculum shall be implemented until such time as adequate support material is available to each staff member affected.
 - e. College Credit Plus Courses
 - i. Eligibility
- All proposed College Credit Plus (CCP) courses that will be taught by staff members shall be approved by the administration. No staff member shall teach a CCP course that has not received such approval
- The administration shall make the final determination regarding whether a staff member is eligible to teach a CCP course.

- ii. Number of Courses to be Taught.
 - Any additional classes (after the first) will be assigned to staff members based on the consent of the staff member and with approval of the administration. If the administration does not approve the assignment of additional CCP classes to a staff member, then no such classes will be assigned.
 - All students enrolled in the same CCP class shall be in the section (period) of the teacher's schedule unless the teacher agrees to an alternate arrangement with the administration. Class size limitations in this Agreement apply to the CCP course section as well.
- iii. Visitation/Planning.
 - Staff members and administrators understand that, in the first year
 of instructing a CCP course, the teacher may have additional time
 requirements with the university and in curriculum development. Any
 teacher who teaches a CCP course may be permitted a professional
 day to visit the participating institution of higher education if required
 by the institution.
 - In any semester in which a high school teacher is assigned two or more different approved CCP courses, that bargaining unit member will receive two (2) planning/conference periods per day.
- iv. Displacement
 - No existing bargaining unit position shall be eliminated as a result of the District's participation in CCP.
- Teachers may voluntarily participate in out-of class activities for which no additional compensation is paid. This includes preparation for and supervision of out-of-class activities and events. Teachers are highly encouraged to attend the commencement of BGHS. Teachers will be provided a special seating arrangement for the event.
- J. Teachers assigned special reimbursable duties will be compensated with released time and/or included on the supplementary salary schedule.
- K. Reasonable efforts shall be taken to avoid scheduling of unnecessary committee meetings during the summer break.
- L. Teachers who work less than full time will be compensated at the rate provided in paragraph E above when required to attend in-service outside their normal duty hours, unless their normal duty hours are shortened on such days.
- M. Part-time kindergarten teachers required to conduct preschool observations or attend pre-kindergarten assessments outside their normal working hours shall be paid according to their per diem rate.

- N. Mutual consent shall be required for participation in district wide pilot programs. District wide pilot programs shall be for a duration of one academic year unless an extension is mutually agreed upon. At the conclusion of the pilot program, it may be adopted district-wide by the parties' mutual consent.
- O. The Board will provide up to five (5) days of extended service time for the elementary library media specialists on an as needed basis as determined by the Superintendent/designee and the appropriate library media specialist.

Section 4.13 - Covering Classes for Absent Teachers

It is understood that the District will make concerted efforts to obtain substitute teachers. If a substitute cannot be found, teachers shall be reimbursed for time spent covering a class for a colleague. To be eligible for reimbursement, a teacher must be assigned to cover the class during the teacher's regularly scheduled non-teaching time, or if the teacher is required by administration to combine their class with another class where a substitute is needed.

Teachers will be assigned to cover a colleague's class in accordance with the following:

- A. Absence due to personal or family illness. (Appropriate form must be completed.)
- B. Absence because of emergency personal business. (Appropriate form must be completed.)
- C. Absence where no substitute is available.
- D. Other circumstances at the principal's discretion.

All requests for reimbursement under this provision must be approved by the building principal or designee.

At the High School or Middle School, a teacher shall be paid at the rate of \$30.00 for each period spent covering a teacher's class and \$45.00 for each block period spent covering a teacher's class.

At the elementary level, a teacher shall be reimbursed at the rate of \$30.00 for every fifty minutes spent covering another teacher's class. Reimbursement for less than fifty minutes will be prorated. A maximum of \$30.00 will be reimbursed for a single special, i.e., Art.

Section 4.14 - Communication Committee

The Communication Committee is composed of Association president, vice-president, and representatives from all buildings and special areas and the Superintendent of Schools (and such other necessary administrative personnel). The purpose of this group is to maintain open lines of communication between staff and Superintendent of schools, but shall not be used to circumvent the negotiations process set forth in this Master Agreement. Any questions or issues that could be addressed by administrators other than the Superintendent must be presented to the appropriate administrator(s) prior to being submitted to the Superintendent in a Communication Committee meeting. Meetings shall be held monthly

during the course of the school year unless mutually suspended by the Association president and the Superintendent. Questions or issues to be discussed during Communication Committee meetings shall be submitted to the Superintendent at least five (5) workdays prior to the meeting.

Section 4.15 - School Calendar

The Board shall establish the school calendar based upon the recommendation of the Superintendent. The Superintendent shall consider Association recommendations.

- A. There shall be no more than one hundred eighty-four (184) paid contractual days in the basic teacher contract year.
 - For Elementary schools the calendar shall consist of 175 student days and two (2) days for parent-teacher conferences. For Secondary schools the calendar shall consist of 176 student days with one (1) day for professional development training or parent teacher conferences.
 - There will be seven (7) work days (teacher contracted days will not number more than 184) for certificated staff that shall be as follows:
 - a. One (1) professional development day on the opening day of school for an entire certificated/licensed staff convocation and building staff meetings.
 - b. One (1) professional development day for teacher training.
 - c. One (1) work day the day following the professional development day for work in buildings.
 - d. One (1) day as designated by the Superintendent.
 - e. One (1) day at the end of the first semester. This day will float as scheduled after the last exam day at the high school. When an exam day is cancelled due to a calamity, the work day will be scheduled either the day after the exam days are rescheduled or the day after exams were cancelled by the Superintendent.
 - f. One (1) day preceding the work day as listed in (e).
 - g. One (1) day at the completion of the school year. This work day may be fulfilled by working an additional three and one-half (3.5) hours on the last day and all required items must be turned in before leaving.
 - 3. Calendar Parameters:
 - Beginning with the 2018-2019 school year, the certificated/licensed staff opening day will take place no earlier than the third Friday in August. The last day of school before the Winter break will be no later than December 21 and the first day of school after the break will be no earlier than January 3. The end of the first semester will occur at the beginning of Winter Break.

- The Spring break shall be five (5) school days in length.
- The Friday preceding Easter, school will not be scheduled.
- 4. Given the above parameters, beginning with the 2018-2019 school year, a calendar committee will be established to develop a school calendar, and recommend it for approval to both parties. The committee will consist of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. The committee will meet biannually. The committee shall develop its proposal(s) no later than January 15 of the meeting year. The committee will establish a school calendar for two (2) consecutive years at each biannual meeting.
- 5. Conference times will be uniform for the entire district. For evening Conferences, the times will be set from 4:00 p.m. to 7:30 p.m. and for the morning conferences the times will be set for 8:15 a.m. to 12 Noon.
- B. Once a calendar has been adopted, it shall be changed only upon notice to the Association and the opportunity for the Association to give its views and opinions concerning such amendments.
- C. If the District chooses to employ the provisions of ORC 3313.482 regarding adding additional hours to the school day, any additional hours added to the school day to make up for school closure after the allotted number of calamity days set forth in the ORC (3313.48 and 3317.01) which result in the increase of hours beyond the contract day of seven (7) hours and forty (40) minutes will be mutually agreed upon by representatives of the Bowling Green Education Association, Inc. and the Bowling Green Board of Education in a meeting held prior to the addition of the hours to the calendar.

Section 4.16 - Calamity Days

Teachers need not report on calamity days.

Beginning with the 6th cancelled but not made up day, instructional staff will be available, during regular contract hours, to answer emails and otherwise interact with students and parents in an effort to enable learning to continue on those days. Teachers will be required to use the District Learning Management System as their online classroom presence and keep assignments up to date in order to provide 24/7 access to learning. Use of the online classroom presence for PK-2 teachers will serve primarily as a communication tool but also will allow access to materials in the event of calamity days.

Prior to the 11th cancelled day, a plan will be developed by the District Administration in consultation with the BGEA President to make up the lost instructional times past 10 days.

Section 4.17 - In-service Programs

- A. Building staff members and their immediate administrator(s) will collaborate to plan highly qualified professional development activities that are aligned with the district and building goals on an as-needed basis. Substitutes will be used when these activities are planned during the school day. If an activity is planned outside the school day, participation will be voluntary. Participants will be reimbursed at thirty (\$30.00) dollars per hour.
- B. In addition to any other provision of this contract, all teachers shall participate in in-service training, research and evaluation as required by the State Department of Education. All teachers shall attain and maintain a Highly-Qualified Professional Development (HQPD) status as defined by the Every Student Succeeds Act (ESSA).
- C. An employee may submit a request for Professional Leave not less than fourteen (14) working days prior to the convention, conference, or coaches' clinic that is requested to attend. Signed requests shall be returned to the employee within five (5) working days or approval is automatically granted. When it is evident that attendance at conventions, conferences, or coaches' clinics will contribute to the effectiveness of the instructional program, approval and compensation may be granted through the building Principal and Superintendent with reasonable limitations as to time and number of individuals involved. Compensation, either full or partial, may be granted at the discretion of the Superintendent as agreed prior to the time of leave. Final approval of Professional Leave requests shall be at the discretion of the Superintendent.
- D. Employees who participate in district organized events like but not limited to department meetings, grade level meetings, committee meetings, workshops, curriculum writing and/or mapping during the non –contracted days (i.e summer, or school breaks) shall be compensated for their professional time at the rate of one hundred fifteen dollars (\$115) per day.
- E. After final approval of the reauthorization of the Every Student Succeeds Act (ESSA), members of the BGEA bargaining unit in collaboration with the Board will develop an equitable stakeholder committee to review policy implications, implementation, and make agreed upon recommendations for compliance. If implementation requires changes to the negotiated agreement, a Memorandum of Understanding (MOU) will be presented for approval through the parties' respective ratification process.

Section 4.18 - Student Teacher Objectives

Prior to March 1st of each year, the Association may, at its option, submit to the Superintendent written comments and suggestions on the terms and conditions of any contract to be entered into between the Board of Education and the Bowling Green State University for the following school year concerning student teacher observations. The Board shall give full consideration to the comments and suggestions of the Association.

A representative of the Association shall be included in the procedural discussion concerning the terms and conditions of the contract to be established between the Bowling Green City Board of Education and Bowling Green State University.

Section 4.19 - Educational Support Services

- A. If a teacher is asked to administer medications or provide nursing services for a pupil or pupils and accepts that responsibility, the board agrees to provide training to carry out that responsibility. Teachers may opt not to administer medications and provide nursing services to pupil or pupils.
- B. The parties recognize and agree that steps to provide a student with disabilities a free appropriate public education will be taken in accordance with the requirements of federal and state law.
- C. Any teacher currently teaching a student on an I.E.P. may initiate the review process.
- D. Any teacher currently teaching a student on an I.E.P. shall be afforded the opportunity to attend I.E.P. team meetings.
- E. The District will provide the requisite training/in-service to all teachers with included students to help meet the needs of such students. Such teachers will be required to attend training/in-service in order to meet the educational needs of the included student(s) and will be paid in accordance with this Agreement. For teachers in need of the requisite training such training will be provided within sixty (60) calendar days of the placement of the student with the I.E.P. The District shall supply appropriate and required resources, as outlined in the student's I.E.P., necessary to meet the needs of included students.
- F. Yearly information and update meetings shall be held to inform special education teachers of any new requirements or policies or laws in regard to Special Education. The yearly meeting will be arranged by the administrative staff. The Board will provide any necessary training for staff to meet changes in requirements, policies, or laws. If this meeting/training takes place after contracted hours, the employees in attendance shall be compensated thirty (\$30) dollars per hour.

Section 4.20 - Local Professional Development Committee (LPDC)

The Bowling Green LPDC will consist of nine members: five teachers and four administrators. Secretarial support for the LPDC will be paid for and provided by the District including, but not limited to:

- managing certificated/licensed professional development staff files
- managing paper, duplication
- managing database and word processing
- recording meeting minutes
- filing professional development plans
- responding to general inquiries
- providing general office supplies/forms.

The Association LPDC committee members, excepting the chair, will be reimbursed at a rate of sixteen dollars an hour, up to a maximum of ninety hours per school year. The chair will be reimbursed a supplemental as per Appendix G of this Master Agreement.

The BGCS LPDC handbook shall be distributed in writing to each teacher member with every newly negotiated Master Agreement and it should be found on the school district Google drive for documents.

BGCS LPDC Responsibility

- Educate and assist all employed BGCS certificated/licensed educators.
- Know and communicate the goals of the Ohio Department of Education.
- Know the current law, licensure standards and ODE policies regarding LPDC responsibilities for licensure renewal.
- Approve educators' coursework and other professional development activities to meet the certification/licensure renewal standards.
- Establish and abide by the procedures, criteria and timelines of the LPDC.
- Register the LPDC with the Ohio Department of Education annually.
- Submit LPDC signature verification to the Ohio Department of Education annually.
- Operate under the Open Meetings Act (Sunshine Act) and the Public Records Act.

Bowling Green City Schools Educator's Responsibility

- It is the responsibility of the licensed staff member to monitor the expiration date(s) of certificates/licenses.
- Choose coursework and other professional development activities that reflect the principles, mission and goals of the agency, center, office and individual.
- Equivalent Other Activities (EOA) must be completed in accordance with the goals of the approved IPDP and must be pre-approved. Coursework and traditional workshops/seminars/meetings and any activity completed through the or in conjunction with the BGCS Curriculum Office do not need to be pre-approved, but must meet the licensure standards and the IPDP goals. Coursework or professional development activities completed prior to the approval of the IPDP will not be accepted.
- It is the responsibility of the educator to fully complete the goals of the IPDP in a timely
 manner as stated in the proposal. If modifications to the activity/project or the IPDP
 itself are to be made, these modifications should be submitted for approval to the
 LPDC chairperson at least one (1) week before the next regularly scheduled LPDC
 meeting.
- Follow the procedures, criteria and timelines of the LPDC., as stated in the BGCS LPDC Handbook.
- Maintain records of all licensure and LPDC transactions, particularly the LPDC review and approval of an IPDP, coursework and other professional development activities.

Reciprocity

- The ODE LPDC shall accept outside LPDC approved professional development credits for any staff member hired by BGCS from a local school district or agency as fulfilling all necessary requirements of the ODE renewal process.
- Work already completed and approved in the previous position shall be honored.

Remaining work shall be acquired using the guidelines of the BGCS LPDC with resubmission of an IPDP to be completed within the 180-day probation period.

 If you were hired by BGCS from a school entity with an LPDC, you need to have your former LPDC complete their "Approval Verification Form for Educators Leaving a LPDC" form. This form will outline the work you have completed and support the reciprocity agreement between LPDCs.

Appeal Process

- The requirement for a process that allows an educator to appeal the decision of a Local Professional Development Committee is found in Ohio Revised Code as well as in Ohio's Teacher Education and Licensure Standards. While the mandate is clear, the determination of how this process will be implemented at the local level is left to each LPDC.
- The BGCS LPDC has adopted the following appeal process:
 - 1. Reconsideration

a. If an educator disagrees with a LPDC decision, the educator will be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain in understanding of the perspective of the LPDC.

b. The educator must provide written notice of the intent to appeal to the LPDC at least one week prior to a LPDC meeting. This notice shall be sent to the LPDC chairperson.

c. The educator will attend the next regularly scheduled LPDC meeting and discuss the LPDC decision.

d. The LPDC will vote on reconsideration and notify the educator in writing of the LPDC decision within five working days.

2. Third Party Review

a. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, the educator must provide a written request to the LPDC for a third party review panel. The educator must provide written notice of the request for a third party review to the LPDC chairperson at least one week prior to the LPDC meeting. This notice shall be sent to the LPDC chairperson.

b. The panel members will be identified at the next LPDC meeting and the panel will review the LPDC decision within 30 days. The panel will consist of:

i. One licensed educator selected by the LPDC;

- ii. One licensed educator selected by the educator;
- iii. One licensed educator agreed upon by the above two.

These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it.

c. The educator will be notified in writing of the third party review panel decision within five working days. This decision is agreed to be final.

At such time as licensure replaces certification, references to certification in this Agreement. will include license when appropriate.

Section 4.21 - Resident Educator Program

Definitions:

Resident Educator Program - a comprehensive, multi-year, induction program for teachers who are new to the profession in Ohio.

Resident Educators - teachers who hold an Ohio 4 year Resident Educator License.

Mentors - teachers who hold at least a 5 year professional license or equivalent and who have attended required State training who are responsible for collaborating with the Resident Educator to complete the program requirements.

Resident Educator Summative Assessment (RESA) - a summative assessment of four performance-based tasks that require Resident Educators to demonstrate reflection and decision making of their instructional practices.

RESA Facilitator - teachers who hold at least a 5 year professional license or equivalent and who have attended required State training and completed the Facilitator training module who are responsible for advising candidates in Year 3 of the program.

A. Philosophy

The Bowling Green City Schools believe that it is the district's responsibility to provide a system of support for teachers new to the school district. The program that has been developed for this purpose is aligned with Ohio's Teacher Education and Licensure Standards as well as the state mandated Ohio Resident Educator Program.

B. Purpose of the Program

The purpose of the Resident Educator Program is to assist the eligible Resident Educators, as defined by the Ohio Department of Education, to have a deeper understanding of teaching and learning as a reciprocal, collaborative, and ongoing journey. There is a transformation in the Resident Educators as they now embrace and accept the challenges and responsibilities of teacher leadership within and beyond the Resident Educator Program.

C. Who Will Be Mentored?

All teachers who are defined as Resident Educators according to the Ohio Department of Education will be assigned a mentor in their first two (2) years.

D. <u>Selection of Mentors</u>

A mentor must be a teacher who has a continuing contract with the district.

A mentor must have had strong positive evaluations of his/her own classroom performance.

A mentor must have or be willing to attend any training sessions deemed necessary by the Ohio Department of Education to be a certified mentor.

All mentors must have the final approval of their building principal prior to becoming a mentor.

Mentors will be selected by the Executive Director of Teaching and Learning and/or building principals with the consultation of the Association President.

E With How Many People will a Mentor Work?

It is our belief that one mentor would work with on Resident Educator during their first and second year

- Pay Structure
 - Mentor for a Year 1 RE: \$1,536.00
 - Mentor for a Year 2 RE: \$1,536.00

F. The Mentoring Program

The Resident Educator Program will hold checkpoint meetings throughout the year during contract time with the exception of orientation which is held outside contract time and is paid at the established the RE Program rate of \$15.00 dollars per hour. Attendance at checkpoint meetings is required for resident educators with one excused absence allowed although they are encouraged to attend all. Meetings are optional for mentors.

G. Evaluation Of The Program

The Executive Director of Teaching and Learning will be responsible for monitoring the Resident Educator Program. The program will be evaluated informally and formally throughout the year.

H. Expectations for Classroom Observations

It will be expected that the mentors will observe the Resident Educator per ODE program guidelines. The purpose of these observations is to provide modeling of various techniques/strategies and critique the Resident Educator. All notes and observations are confidential between the mentor and the Resident Educator.

No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

I. <u>Reassigning of Mentors</u>

If either the mentor or Resident Educator becomes concerned that the mentoring relationship is not functioning satisfactorily, either person may ask the building principal to intervene during the first six weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss such concerns, and shall attempt to resolve such concerns. If those efforts are unsuccessful by the conclusion of the first nine weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a pro-rated share of the applicable supplemental salary.

Section 4.22 - Complaints Against Certificated/Licensed Staff Members

Complaints against certificated/licensed staff members shall be handled using the following procedure:

A. When complaints against a teacher are received by an administrator or Board representative, the complaint will be referred to the building administrator of the teacher within fifteen (15) regular school days. The building administrator will make the determination if further action is required. If additional action is required, the building administrator shall attempt informal resolution through discussions with the teacher and the complainant.

Supplemental contract employees will be subject to this complaint procedure.

- B. If the complainant is dissatisfied with the attempted informal resolution, the building administrator shall determine whether the complaint should be processed further. If so, the complainant (if she/he desires) or, alternatively, the building administrator shall document the complaint, collect documentation provided by the complainant, (if any), and provide a copy to the teacher. After a copy is provided to the teacher, a meeting concerning the complaint will be scheduled within thirty (30) regular school days. Those in attendance at such meeting shall be the complainant, the teacher, an association representative (if desired by the teacher), the building administrator and any separate legal representative requested by the complainant, teacher, or Superintendent. Any others in attendance at the meeting shall be at the building administrator's or Superintendent's discretion.
- C. Complaints not resolved through a meeting of the parties discussed in paragraph B above will be referred to the Superintendent for resolution. The teacher, complainant and building administrator shall be given the opportunity to submit position statements and/or recommendations to the Superintendent. The Superintendent may participate in this complaint procedure at any level she/he deems appropriate.
- D. Any complaint resulting in disciplinary action against a teacher shall be subject to the contractual grievance procedure.

Section 4.23 – Progressive Discipline Procedures

- A. Employee Discipline Procedure
 - The purpose of a Progressive Discipline plan is to facilitate the discipline practices of the District. To this end, the procedure outlined will secure at the lowest possible level, solutions to problems which may arise during the school year affecting an employee's classroom performance or compliance with District rules, regulations,

policies or directives in an effective and confidential manner, to correct and document employee performance problems, and to administer employee discipline in an appropriate manner thereby contributing to employee morale by treating all certificated staff fairly.

- 2. An employee may be disciplined for just cause.
- 3. Administrators shall investigate alleged violations promptly and use the progressive discipline procedures for all violations.
- 4. Discipline will be imposed in the following progression:

a. Conference

Before imposing a suspension or termination of an employee, the Superintendent or his/her designee shall hold a conference with the employee to give an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied by a union representative. The conference will be scheduled as promptly as possible. The Superintendent or designee may impose reasonable rules for the conference and the conduct of the participants.

If the Superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may relieve the employee of duty with pay pending the conference to determine final disciplinary action.

b. Penalties

- The first instance of misconduct by an employee shall result in a private oral reprimand from his/her supervisor. Documentation of this oral reprimand will be placed in the employee's personnel file. After three (3) calendar years of this documented oral reprimand if there are no further incidents of documented misconduct, the employee may request the documentation of oral reprimand be removed from the personnel file and placed in a separate public file and this shall be granted.
- 2. Further misconduct shall result in a written reprimand. (Within three (3) calendar years of oral reprimand). The written reprimand will be signed by both the employee and supervisor and placed in the employee's personnel file.
- 3. Further misconduct shall result in suspension without pay imposed by the Superintendent or designee. (Within three (3) calendar years of the written reprimand). The Superintendent or designee may impose a suspension for up to thirty (30) days without pay. Documentation of such suspensions shall be placed in the employee's personnel file.
- 4. Further misconduct thereafter shall result in termination, using the above mentioned process as documentation of due process. The recommendation for termination of an employee shall be considered and voted upon by the Board of Education.

- c. Discipline will normally be progressive, but may vary from the aforementioned procedures based upon the severity of the violation. Therefore, discipline may begin at any step of the disciplinary procedure which is appropriate to the severity of the infraction.
- d. Fringe benefits shall remain in effect during the time of any suspension with pay under this article. The deduction days of pay due to suspension without pay shall be spread out over the employee's payroll check (s) so that all of the deduct days do not come out of a singular payroll check.
- e. Termination of an employee's contract shall be for good and just cause according to Ohio Revised Code Sections 3319.16 and 3319.161, and, if challenged, shall be processed in accordance with the procedures that appear in those statutes. Termination, therefore, shall not be grievable or arbitrated under Section 7 of this Agreement.
- f. An employee shall have the right to have a representative present at any meeting which may lead to discipline of the employee.
- g. No provision of the Section or any other part of this Agreement shall apply to the release of an employee pursuant to Ohio Revised Code Section 3319.39, it being mutually understood that any such release is governed exclusively by the provisions of that statute.
- h. If a grievance is filed because of a disciplinary suspension with or without pay, the grievance may be initiated at Step Two, Section 7.4 (B).
- i. Employee signatures only indicate receipt of disciplinary notice, not that they agree or disagree.

SECTION 5 - FRINGE BENEFITS

Section 5.1 - Reimbursement for Academic Achievement

A. Tuition reimbursement is not to exceed level of income derived from the Bowling Green State University Contract with Bowling Green City School District. Any unexpended appropriation for tuition reimbursement will be carried forward for not more than one year with the carryover to be used first.

The Board will reimburse any faculty member university credit taken during a contract year provided that the courses taken are pertinent to the individual's teaching assignment and a C or better/pass is earned in the course, and the course(s) is/are from BGSU. Hours per teacher are to be capped at ten (10) semester per contract year.

1. The percentage of reimbursement per semester hour will be calculated as follows: Total revenue received from the Bowling Green State University contract will be divided by the sum of the tuition expenses for approved hours for all district employees. The employee's expense will be multiplied by this ratio to determine the amount of reimbursement. For the purpose of establishing a window for reimbursement, the reimbursement year will begin with the Summer semester for each BGSU academic calendar.

All receipts and grade slips for course reimbursement during this window must be submitted to the Human Resource Administrator by July 1. For receipts and grade slips received after July 1, reimbursement will be made in the following year. Reimbursement will occur no later than July 31.

Course reimbursement shall be limited to an amount no greater than the actual instructional fee cost of course work taken.

- 2. The total hourly instructional fee charge shall be the basis for reimbursement for University or College attendance based upon the hourly charge per semester hour.
- 3. There will be application forms available at the central administration.
- 4. This benefit will not be given to a person for the summer following an academic year if that person is not returning the following school year. No reimbursement will be made for classes taken during an academic year if the employee is not returning as an employee of the District the following contract year. If the employee resigns, retires, or otherwise voluntarily separates from service the year after being reimbursed, the employee shall return the amount reimbursed to the District.
- 5. Teachers will become eligible for this benefit after receiving their second contract and after completing at least one full semester of service.
- 6. Those persons who are entitled to academic reimbursement and who subsequently take a leave of absence will be entitled to their reimbursement upon return to the school system after such leave.
- 7. Reimbursement will be limited to only one course or four (4) one (1) credit hour workshops for the fall and spring semesters. This limitation does not apply to the summer semester.
- 8. Certificated/Licensed personnel working a fraction of full time will be reimbursed a fraction of full time. For example, a certificated person working fifty percent (50%) of full time will be reimbursed at fifty percent (50%) of each hour successfully taken up to the maximum hours allowed in paragraph A. above. A fraction of any hour will be rounded to the nearest whole hour.
- 9. Certificated/Licensed personnel not receiving prior approval from the Superintendent or his/her designee for course work will not receive reimbursement. If approval is denied, this denial must be communicated to the teacher within ten (10) working days of the date of receipt of the request.

- 10. Certificated/Licensed personnel, having submitted an itemized bill and university grade slip, will meet criteria for reimbursement of their instructional fee and will have their reimbursement payment processed by July 31 of the current fiscal year. An official transcript shall be subsequently delivered. Advancement on the salary schedule requires filing an official transcript.
- 11. Reimbursement for academic achievement will become void if no contract exists between Bowling Green State University and Bowling Green City Schools.

Section 5.2 - Hospitalization

A. The Board will offer a PPO plan with the following monthly employee premium rates. Employee premium contribution shall be:

	2019-20	2020-21	2021-22
Family Rate	\$256	\$276	\$296
Single Rate	\$100	\$110	\$120

- B. The maximum benefit period deductible (single/family) shall be \$500 single/\$1000 family in network and \$1500 single/\$3000 family out of network.
- C. The maximum coinsurance out-of-pocket expense (single/family) under the PPO plan shall be \$1000 single/\$2000 family in network and \$3000 single/\$6000 family out of network.
- D. The employee co-pay under the drug card program, and the mail order program, shall be:

<u>Retail (30-Day Supply):</u>	<u>Mail Order (90-Day Supply):</u>
\$10 generic	\$20 generic
\$20 formulary	\$40 formulary
\$30 dispense as written (non-formulary)	\$60 dispense as written (non-formulary)

- E. The in-network physician office visit co-pay shall be set by the PPO plan provider.
- F. As an option within the Wood County Schools Health Insurance Consortium plan, employees shall be offered on a voluntary basis the opportunity to enroll in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The employee's share of the discounted premium associated with this plan will be 12% of the monthly premium for single or family coverage. In addition, the Board of Education will contribute \$1,000 to the employee's HSA account in the first year of participation and \$750 in the second year of participation.

Deductibles for the HDHP HSA shall be:

Single minimum allowed by IRC in network / double the minimum allowed by IRC out of network

Family minimum allowed by IRC in network / double the minimum allowed by IRC out of network

Employees who enroll in the HDHP HSA shall be permitted to (re)enroll into the Super Med Plus PPO plan during any open enrollment period, and there shall be no exclusion of preexisting medical conditions.

- H. Employees shall also be permitted to participate in any minimum value plan offered by the Board of Education. The employee's share of the monthly premium for this coverage shall be 10% for single or family coverage.
- I. The Hospitalization coverage in this section is available to all certificated/licensed employees who teach at least fifty percent (50%) or more of the school week.

Section 5.3 - Dental Insurance

For the duration of this agreement, bargaining unit members will pay \$10.00 per month for a family plan and \$8.00 per month for a single plan. This coverage shall be for all certificated/licensed employees who teach at least fifty percent (50%) or more of the school week.

Section 5.4 – Vision Insurance

Vision coverage shall be made available to employees. The employee will be responsible to pay 100% of the premium. Employees may only enroll during the annual health insurance open enrollment period.

Section 5.5 - Retiring and Resigning Employees

Retiring and resigning employees shall not have increases agreed upon by the Master Contract applied toward their July and August premiums for hospitalization or dental insurance in the year of resignation or retirement.

Section 5.6 - Life Insurance

The Board shall provide each bargaining unit member, who teaches at least fifty percent (50%) or more of the school week, with \$50,000 of group life insurance at no cost to the employee.

Section 5.7 - Section 125

The benefits provided to employees by Section 125 of the Internal Revenue Code of 1986 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal

Revenue Code, which may include but not limited to the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller

and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk-free under the IRS provisions regulating non-reimbursed medical payment.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

Section 5.8 - Pay Periods

- A. The faculty of Bowling Green City Schools will be paid twenty-six (26) pays per calendar year.
- B. Pay stubs shall be available electronically on payday. Employees are required to have their paychecks direct deposited at their bank.
- C.. Payroll deductions:
 - 1. All deductions from pay will be equalized over twenty-four (24) pay periods. The remaining two pay periods will have no member authorized deductions, i.e., just deductions for taxes will be taken out of these two pay periods.
 - 2. Pay periods will be alternating Fridays.

Section 5.9 - Tuition Waiver

The nonresident dependent children of certificated/licensed staff members shall be afforded tuition free enrollment in the Bowling Green City School District subject to space availability and the rules and regulations of open enrollment. Assignment of student(s) to a building and class shall be at the Superintendent's discretion.

Section 5.10 - Insurance Waiver

- Any certificated/licensed staff member who waives the right to health insurance for a benefit year (September 1 through August 31), and provides proof of other insurance coverage that is not through the Health Insurance Marketplace, will receive a lump sum payment on the second pay period following the completion of that benefit year that shall be equal to, for those on single coverage, \$1,500.00, and for those on family coverage, \$3,000.00. If the employee resigns his/her employment with the District, the employee will not receive the waiver amount, unless the resignation was for retirement purposes. In the case of a retirement, the waiver amount will be prorated based on the date of the retirement.
- 2. In the event of a change in the need for coverage due to a major life event causing the cessation of the teacher's alternate source of coverage during the waiver year (death of spouse, divorce, dissolution, loss of spouse's employment, etc.), the teacher may reinstate coverage effective the first day of the following month without having to meet

any pre-existing condition requirement provided the proper application card has been completed and submitted to the Treasurer. Such entry into the insurance program will preclude the bargaining unit member from receiving the healthcare insurance waiver payment in lieu of coverage as indicated during the waiver year.

 Should a certificated/licensed staff member elect to participate in the program, the certificated staff member must submit a written notification of waiver and verification of alternative coverage to the Treasurer by September 30, of each year for the duration of this agreement.

Section 5.11 - Health Care Optimization

In the event of dual coverage, the Board shall, through their insurers, coordinate the healthcare benefits of a covered employee or dependent to achieve the optimal care with the least out of pocket cost to the employee through the application of the "birthday rule."

Section 5.12 - Criminal Background Checks.

The Board shall conduct criminal background checks required by state law for teachers, and the Board shall charge teachers an amount equal to the FBI and BCI charge for furnishing such reports, which charge is \$46.00 and shall remain at no more than that amount for the life of the agreement.

SECTION 6 - RETIREMENT/RESIGNATION

Section 6.1 - Retirement/Severance Pay

- A. Upon retirement of a member of the bargaining unit, the Board shall pay a sum equal to the employee's daily rate of pay excluding supplemental salary, times one-fourth (1/4) of the employee's accumulated but unused sick leave to a maximum of fifty-six (56) days beginning with the 2017-2018 school year. Those employees who retire under this section shall be required to serve no less than ten (10) years in the Bowling Green City School District to be eligible for such payment. Further, if a certificated/licensed employee informs the Superintendent in writing of the intent to retire at the end of a school year prior to March 1 of said year, that teacher will be entitled to an additional \$1,500 in severance pay.
- B. For the purpose of Section A above, retirement shall mean disability or service retirement in the State Retirement Service.
- C. Prior to this payment, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated employee is in fact in a status of retirement from the teaching profession in Ohio. This evidence shall be written notification supplied by the State Teacher's Retirement System of Ohio.
- D. Only those members of the Bowling Green City School District certificated/licensed staff whose effective date of retirement with the State Teacher's Retirement System of Ohio is no later than ninety (90) calendar days after the last paid day of service with the Bowling

Green City Schools, shall be eligible to be paid for such accrued but unused sick leave credit.

- E. Payment under Subsection A shall be made only once to any employee and such payment shall be considered to eliminate all sick leave accrued by the employee at the time of payment.
- F. All teaching staff resignations or retirements shall have definite effective date of end of service. No last day of school or end of school year term will be accepted.
- G. Death of an employee of the Board does not deny said employee of his/her rights to severance benefits.
- H. Payment of retirement/severance pay will be made within sixty (60) calendar days of the employer's receipt of notification from STRS as set forth in (C) above.

Section 6.2 - STRS Pickup

The Board shall designate each employee's mandatory contributions to the State Teacher's Retirement System of Ohio, made after the effective date hereof, for the 1985-86 and subsequent school years, as picked up by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher's Retirement contribution which has been designated as picked up by the Board, shall be included in computing final average salary, provided that no employee's total salary is increased by such pick up, nor is the Board's total contribution to the State Teacher's Retirement System of Ohio increased thereby.

Section 6.3- Retirement Incentive:

In addition to severance pay to which an employee is entitled, for the term of July 1, 2019 through June 30, 2020, all bargaining unit members who have been employed by the Bowling Green City School District a minimum of ten (10) years and who meet STRS retirement criteria (Any age and at least 30 years; or age 55 and at least 28 years) shall be eligible for a one-time \$15,000 severance bonus plus an additional \$5,000 for each of the three (3) years following retirement. The bargaining unit member must submit a letter of resignation to the Superintendent for the purpose of retirement by December 1, 2019. Failure of a bargaining unit member to retire on or before June 30, 2020 will result in the total forfeiture of all rights to the one-time \$15,000 severance bonus plus the additional \$5,000 for each of the three (3) years following retirement. Payment shall be made within 60 days of receipt of final certification of retirement from active service by STRS to the Board. This retirement incentive automatically expires June 30, 2020.

Section 7 - GRIEVANCE PROCEDURES

Section 7.1 - Definitions

- A. Grievance: A claim by a member or group of members of the bargaining unit involving an alleged misinterpretation, violation, or misapplication of any of the provisions of the negotiated agreement entered into between the Board of Education and the Association.
- B. A grievant shall mean an employee or group of employees within the bargaining unit alleging that some violation, misinterpretation, or misapplication of this Agreement has actually occurred. A grievance alleged to be a group grievance shall have arisen out of similar circumstances affecting each member of said group.
- C. Association shall mean the Bowling Green Education Association.
- D. Board shall mean the Board of Education of the Bowling Green City School District.

Section 7.2 - Purposes/Principles

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may affect the welfare or working conditions of members of the bargaining unit.
- B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with an appropriate member of the administration or with a designated representative of the Association.
- D. Any member of the bargaining unit shall have the right to present a grievance to such person and only through such channels as are designated for that purpose.
- E. A grievant shall not be denied his/her legal rights under the law, provided, however, upon the filing of a complaint by the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
- F. No reprisal of any kind shall be taken against any person participating in the grievance procedure by reason of such participation.
- G. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decisions and the reasons thereof.
- H. Forms for filing and processing grievances shall be prepared by the central office and made available through building principals, the Association and school representatives.

Section 7.3 - Informal Procedures

- A. The grievant should first discuss the matter with his/her principal or administrator or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.
- B. If the grievant is not satisfied with the disposition of the matter, he/she shall have the right to have a representative of his/her choice to assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

Section 7.4 - Formal Grievance Procedures

A. Step One - Formal

If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance on grievance form (Appendix D) with such employee's building principal (or supervisor. If such grievance is not lodged within thirty (30) calendar days following the act or omission which gave rise to the grievance, the grievance shall no longer exist. Where continued acts or omissions have been perpetrated on an individual or a group, such grievance shall be filed within thirty (30) calendar days from the most recent act or omission. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of this Agreement allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent. Upon written request, a hearing shall be conducted by the principal or his/her designated representative within ten (10) working days after the receipt of such request. The aggrieved employee shall be advised, in writing, of the time, place, and date of such hearing and afforded representation rights at each formal step.

The building principal, supervisor or his/her designated representative shall take action on the written grievance within ten (10) working days after the receipt of said grievance, or, if a hearing is requested, within ten (10) working days after the conclusion of said hearing. If no action is taken within this time, the grievance shall be advanced to step two. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Superintendent, and Treasurer of the Board and the President of the Association.

B. Step Two - Formal

If the action taken by the building principal, supervisor or his/her designated representative does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent within ten (10) working days from the receipt of the written notice of the principal's or his/her designated representative's action on said grievance. Upon request, a hearing shall be conducted by the Superintendent or his/her designated representative within ten (10) working days after receipt of the request. While no formal agreement shall be executed without the approval of the BGEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals,

and make concessions in the course of the hearing(s). The aggrieved employee shall be advised in writing of the time, place, and date of such hearing.

The Superintendent or his/her designated representative shall take action on the appeal of the grievance within ten (10) working days after receipt of the appeal, or, if a hearing is requested, within ten (10) working days after the conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the building principal, the Treasurer of the Board and the president of the Association. If no action is taken within this time, the grievance shall be advanced to step three.

C. Step Three - Formal

If the Association and the aggrieved person are not satisfied with the disposition of Step Two, the Association may submit the issue to mediation within five (5) days after the receipt of the written notice of action in Step Two by the Superintendent and his/her designee. The mediation will be conducted by the FMCS mediator at no cost to either party.

D. Step Four – Formal

If the Association and aggrieved person are not satisfied with disposition of Step Three, the Association may request that the issue be submitted to arbitration within fourteen (14) working days after the completion of Step Three.

The arbitrator shall be appointed by the Board and the grievant, or their designated representatives, from a list of seven names submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the Federal Mediation and Conciliation Service shall submit a second list of seven names from which the parties will alternately strike names from the list until only one name remains, who shall be arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Agreement, board policy, administrative rules or regulations, public laws, and statutes and shall be prohibited from making any decision contrary to law. The arbitrator shall issue his/her disposition of the grievance, in writing, within ten (10) working days after hearings or in accordance with arbitration rules. If the grievant prevails, s/he shall be made whole within thirty (30) working days after the disposition has been received from the arbitrator. The arbitrator shall make his/her report to the aggrieved, the Superintendent, the Treasurer of the Board, and the president of the Association.

The decision of the Arbitrator shall be final and binding on the Association, the Superintendent of Schools, the Board, the grievant and all members of the bargaining unit.

The cost of the arbitrator shall be divided equally between the parties.

"Working days" are days when the Central Office is open for business.

Section 8 - SALARY Section 8.1 - Hourly Rate Compensation

The Board agrees to pay the certificated employees the hourly equivalent of the Column A, Increment Level Entry, for services that are to be compensated per hour of performance. This is to include tutorial services.

Section 8.2 - Mileage Rate Compensation

The Board agrees that the mileage rate shall be at the rate per mile approved by the Internal Revenue Service for mileage that is driven for an official school function.

Section 8.3 - Salary Schedules

- A. Schedules
 - 1. Salary Scales
 - Salary Schedule 2019-2020 in Appendix A
 - Entry Levels :

Pre-entry Levels (for 2019-2020 initial placement purposes): Column A (\$39,250); Column B (\$42,100); Column C (\$45,100); Column D (\$48,100) Entry Level: Column A (\$40,000); Column B (\$43,000); Column C \$46,000); Column D (\$ 49, 000) Grandfathered Columns: GF1150 Hours (\$43,000); GF2 Specialist and MA+45 (\$58,450); GF 3 MA+60 (\$61,900)

Salary Schedule 2020-2021 in Appendix B

 Entry Levels :

Column A (\$40,200); Column B (\$43,215); Column C (\$46,230); Column D (\$49,245) Grandfathered Columns: GF1 150 Hours (\$43,215); GF2 Specialist and MA+45 (\$58,742); GF 3 MA+60 (\$62,210)

Salary Schedule 2021-2022 in Appendix C

 Entry Levels:

Column A (\$40,401); Column B (\$43,431); Column C (\$46,461); Column D (\$49,491) Grandfathered Columns: GF1 150 Hours (\$43,431); GF2 Specialist and MA+45 (\$59,036); GF3 MA+60 (\$62,521)

- 2. Definitions:
 - a. The vertical columns are educational columns; the horizontal columns are level increments and are not necessarily indicative of educational years' experience or total teaching experience.
 - b. Column A Bachelors degree and all course work up to, but not inclusive of, a Masters degree as designated by the Ohio Revised Code from any accredited institution.
 - c. Column GF1 The 150 grandfathered column. No employee, other than those currently grandfathered in this column, shall be placed in this column nor shall move into this column. When the last employee remaining either retires or moves from this column, it will no longer be recognized as in existence.

- d. Column B Masters degree as designated by the Ohio Revised Code from any accredited institution.
- Column C Masters degree plus fifteen (15) semester hours of graduate course work as designated by this Agreement in Section 8.3(B) after the Masters degree is conferred.
- f. Column D Masters degree plus thirty (30) semester hours of graduate course work as designated by this Agreement in Section 8.3(B) after the Masters degree is conferred.
- g. Column GF2 The Specialist/MA+45 grandfathered column. For those who have previously been grandfathered into this column by preceding Master Agreements. No employee, other than those currently grandfathered in this column shall be placed nor shall any other employee be moved into this column. When the last employee remaining either retires or moves from this column, it will no longer be recognized as in existence.
- h. Column GF3 The Ph.D./Ed.D/MA+60 grandfathered column. For those who have previously been grandfathered into this column by preceding Master Agreements. No employee, other than those currently grandfathered in this column shall be placed nor shall any other employee be placed in this column. When the last employee remaining either retires or moves from this column, it will no longer be recognized as in existence.
- i. Increment Level rates will be set at the following for the life of this Master Agreement:

Column A	GF 1	Column B	Column C	Column D	GF 2	GF 3
0.0175	0.020	0.021	0.021	0.0215	0.0175	0.0175

- j. Level Increment Movement: After original placement at the implementation of this Agreement, a teacher on paid status for one hundred twenty (120) days or more in one year shall be entitled to move one (1) level increment on the salary schedule at the start of the subsequent school year if they have no break in service. This includes any teacher who is non-renewed and subsequently rehired for the following year.
- k. Level Increment Movement: Part-time certificated/licensed personnel working less than 120 days per school year who have no break in service will be granted one level of increment for salary schedule purposes on the first work day of the school year following the completion of 120 days over a period of more than one (1) school year.

I. For purposes of the Agreement, the Entry Level Salaries for this schedule are indicated below by column and level:

Educational Columns (Vertical)	Increments Level (Horizontal)			
A- BA and BA 15	Level Entry			
GF1 150 GF	Level C			
B – MA	Level Entry			
C – MA+15	Level Entry			
D – MA+30	Level Entry			
GF2 Spec./MA+45 GF	Level C			
G3 Ph.D./Ed.D./MA+60 GF	Level C			

- m. Effective the 2020-2021 school year, the salary schedule Entry Level Salaries {as defined In the chart in Section 8.3 (A)(2)(k)} in each appropriate column will increase 0.5%
- n. Effective the 2021-2022 school year, the salary schedule Entry Level Salaries {as defined In the chart in Section 8.3 (A)(2)(k)} in each appropriate column will increase 0.5%
- 3. Initial Placement on the Salary Schedule for 2019-2020:
 - a. On the 2019-2020 Salary Schedule, there will be a Pre Entry Increment Level that is in place <u>only</u> to initially place current 2018-2019 employees who are located at the 2018-2019 salary steps of 0 or 1 or 2, on the 2018-2019 salary schedule. This level, as defined in the chart below, will only be used for the initial placement of aforementioned employees on the 2019-2020 schedule. Their initial placement will be on the increment level column that is closest to their 2018-2019 salary within their current educational column, but not any less than that of said employee's 2018-2019 teaching salary figure. Once placed, these employees shall be moved up two (2) increment levels to obtain their starting position for the 2019-2020 school year. After this placement, level Increment movement will be based on the language in this Agreement Section 8.3 (A)(2)(i) and Section 8.3 (A)(2)(j). This Pre Entry Increment level will then expire upon the placement of all current employees onto the 2019-2020 schedule.

Column A	GF1	Column B	Column C	Column D	GF2	GF3
BA	GF150	MA	MA+15	MA+30	GFMA+45	GFMA+60
BA+15					GF Spec.	GF
						Ed.D/Ph.D.
\$39,250	n/a	\$42,100	\$45,100	\$48,100	n/a	n/a

b. Current employees, not described by Section 8.3 (A)(3)(a) as of May 2018-2019, will be placed in the increment level column on a level increment that is closest to their 2018-2019 salary within their current educational column, but not any less than that of said employee's 2018-2019 teaching salary figure. Once placed, they shall be moved up two (2) increment levels to obtain their starting position for the 2019-2020 school year. After this placement, level Increment movement will be based on the language in this Agreement Section 8.3 (A)(2)(i) and Section 8.3 (A)(2)(j).

- c. New hires for 2019-2020 will be placed on the increment level in accordance to the Agreements placement definition in Section 4.2 (A) (3). New hires with no prior experience, will be placed in their appropriate educational column at the Level Entry position.
- B. Academic Credits/Coursework Defined

Only graduate level academic credits, as defined herein, may be used for movement on the salary schedule. Graduate academic credit is defined as course work taken from an accredited university designated as academic credit by said university. The individual does not have to be enrolled in the graduate program. Coursework must be pertinent to the employee's current classroom teaching assignment(s).

Coursework must be approved in advance by the Superintendent/designee using the Coursework Approval for Salary Advancement form (Appendix E). The form must be submitted to the Human Resources Administrator at least 30 days prior to the first day of class.

Official transcripts must be submitted to the Human Resources Administrator by October 30 of each year.

C. Movement on Scale Within Master's Columns

Employees who have obtained a master's degree will only be able to advance one (1) educational column every 2 contract years.

Section 8.4 - Supplemental Contract Notification

Supplemental contracts are for a one (1) year period and are for responsibilities beyond a basic teaching contract. All supplemental contracts shall be deemed not renewed at the end of their terms without further notice to the employee. A supplemental contract may be shared at the Board's discretion.

The issuance of succeeding supplemental contracts shall be solely within the discretion of the Board, which may re-employ the incumbent in the position if it is re-established for the following year without first posting the vacancy. Furthermore, an individual may request in writing that the Board make a decision on re-employment. The decision must be given to the employee in writing within sixty (60) days of said request. If no notification is received by the employee within the sixty (60) days, the employee is automatically re-employed.

Section 8.5 – Supplemental Contracts: Experience and Other Items

A. An individual who is hired into the Bowling Green School District will be credited for up to five (5) years of previous experience in an equivalent supplemental position, provided that previous experience was in other public school districts or in chartered, nonpublic schools. This does not apply to supplemental salary positions which have been compensated for less than five (5) years.

- B. Supplemental staff members of the Bowling Green School District who move within an activity (e.g. Head Coach to Eighth Grade Coach) will be granted the years of experience earned at their previous level.
- C. Sports medicine and CPR certification: The Board of Education shall provide and pay for an annual working session for all staff required to have certification in Sports Medicine and Cardiovascular Pulmonary Resuscitation. This session will be made available as early as possible to the first student day of the school year.

Section 8.6 - Non-certificated - Supplemental

Individuals hired to fill supplemental contracts who do not hold a valid Ohio teacher's certificate/license but who hold a minimum of a baccalaureate degree will receive a supplemental salary calculated by multiplying the appropriate ratio times the base salary schedule of certificated personnel.

Section 9 - ADDITIONAL ITEMS

Section 9.1 - Maintenance of Standards

During the duration of this Master Agreement, the Board shall maintain all terms, conditions, and benefits of employment which are the subject of any provisions of this Master Agreement at not less than the level in effect as of the effective date of this Master Agreement. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Master Agreement. Any portion of the existing documents that is inconsistent with any lawful provision of this Master Agreement shall be ineffective.

During the time of this contract as set forth in the IMPLEMENTATION AND DURATION section, paragraph A., the Board and the Association are not obligated to bargain collectively on any subject matter unless both parties mutually agree to re-open said contract with respect to that subject or matter. If necessary to comply with requirements of state and federal legislation, regulation, or court decisions, the parties will meet and negotiate as required to comply with such legislation, regulation or court decision.

Section 9.2 - Management Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract. All management rights not specifically abridged by this agreement are retained by the Board.

Section 9.3 - School Board Agenda

The Association President shall receive an electronic copy of the Board agenda and addenda by e-mail no less than thirty (30) hours prior to such meeting. Each agenda shall include the normal attachments except attachments provided for the confidential information of the Board.

Section 9.4 - Academic Freedom

The parties recognize and acknowledge the importance of academic freedom to all employees covered by this agreement in the study, investigation and presentation of the adopted courses of study circumscribed, however, by state and local policies, curriculum, instruction content, and methodology.

Section 9.5 - Grade and Placement Policy

Teachers shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Teachers will not be required to change student grades. Student grades will not be changed by principals without consulting the teacher. Promotion or retention of students will not require changing teacher grades by teachers.

Section 9.6 - Subcontracting

The employer agrees that no reduction in force shall occur within the bargaining unit as a result of subcontracting of work presently performed by members of the bargaining unit during the term of this contract.

Section 9.7 – Implementation and Duration

- A. This Collective Bargaining Agreement will be effective from 12:01 a.m., July 1,2019, and will continue in full force and effect until midnight, June 30, 2022, and from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to amend or modify this Master Agreement not earlier than 150 days nor later than 120 days before the expiration of the Agreement.
- B. The Board shall not, during the period of this Master Agreement, officially adopt or implement any condition of employment contrary to or inconsistent with any term or condition of said Master Agreement.
- C. The policies enacted by this Master Agreement, when adopted by the Board, will supersede any rules, regulations, or practices of the Board which may be contrary to or inconsistent with terms of the Master Agreement.

Signed at Bowling Green, Ohio, this 31sr day of MAY For the Bowling Green Education Association PRESIDENT

For the BGCS Board of Education Bd. V. Pres

2019.

Appendix A

OTES Evaluation Documents



Directions : Teach Then, look across	ent Summary Tool hers should record evidence to indicate strengths and areas for growth for each standard. all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these h check marks in the far-right column.	Name Date			
	Standard	Strengths	Areas for Growth	Priorities (Check 2)	
Standard 1: Students	 Knowledge of how students learn and of student development Understanding of what students know and are able to do High expectations for all students Respect for all students Identification, instruction and intervention for special populations 				
Standard 2: Content	 Knowledge of content Use of content- specific instructional strategies to teach concepts and skills Knowledge of school and district curriculum priorities and Ohio academic content standards Relationship of knowledge within the discipline to other content areas Connection of content to life experiences and career opportunities 				
Standard 3: Assessment	 Knowledge of assessment types Use of varied diagnostic, formative and summative assessments Analysis of data to monitor student progress and to plan, differentiate, and modify instruction Communication of results Inclusion of student self-assessment and goal-setting 				
Standard 4: Instruction	 Alignment to school and district priorities and Ohio academic content standards Use of student information to plan and deliver instruction Communication of clear learning goals Application of knowledge of how students learn to instructional design and delivery Differentiation of instruction to support learning needs of all students Use of activities to promote independence and problem-solving Use of varied resources to support learner needs 				
Standard 5: Learning Environment	 Fair and equitable treatment of all students Creation of a safe learning environment Use of strategies to motivate students to work productively and assume responsibility for learning Creation of learning situations for independent and collaborative work Maintenance an environment that is conducive to learning for all students 				
Standard 6: Collaboration & Communication	 Clear and effective communication Shared responsibility with parents/caregivers to support student learning Collaboration with other teachers, administrators, school and district staff Collaboration with local community agencies 				

Directions : Teac Then, look across	ent Summary Tool hers should record evidence to indicate strengths and areas for growth for each standard. s all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these h check marks in the far-right column.	Name Date		
	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	 Understanding of and adherence to professional ethics, policies and legal codes Engagement in continuous, purposeful professional development Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			



Professional Goal-Setting Tool

Part 1.1: Goal-Setting and Planning (to be completed by the teacher and evaluator at the beginning of the year)								
Data Sources that Indicate Need for Action (fr	rom various	Standard	d (s) for Goal 1-	circle al	ll th	hat apply:		
sources as relevant) 1.		1-	Students	!	5-	Learning Environment		
2.		2-	Content	(6-	Collaboration and Communication	Name _	
3.		3-	Assessment	-	7-	Professional responsibility and Growth	Date	
		4-	Instruction					
							Evalua	tor
SMART (specific, measurable, attainable, rele	evant, and tir	ne-bound) Goal 1:					
Action Steps for Goal 1		Evidence	e Indicators			Evidence/Artifacts to Collect		Timeline
Part 1.2: Goal-Setting and Planning (to be co	mpleted by t	he teache	r and evaluator	at the l	beg	inning of the year)		
Data Sources that Indicate Need for Action (fr	rom various s	ources as i	relevant)			Standard (s) for Goal 2- circle all that	t apply:	
1.						1- Students	5- Learnii	ng Environment
2.						2- Content	6- Collab	oration and Communication
3.						3- Assessment	7- Profess	sional responsibility and Growth
						4- Instruction		
SMART (specific, measurable, attainable, rele	evant, and tir	ne-bound) Goal 2:					
Action Steps for Goal 1		Fvide	ence Indicators			Evidence/Artifacts to Co	llect	Timeline
		Linu	ince mulcators				meet	



What has been your progress so far – action steps, evidence collection? How successful has the teacher been to date at working towards the goals? What are your next steps? What support would be helpful for this teacher to meet these goals? What are your next steps? What support would be helpful for this teacher to meet these goals? Part 3: End-of-Year Evaluation and Reflection (Goals 1 and 2) Date of End-of-Year Conference: For teacher to complete: For evaluator to complete: What did you accomplish by working on these goals? Evaluation of final outcomes: How well did teacher meet the goals? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature Date	Professional Goal-Setting Tool (Part 2)						
For teacher to complete: What has been your progress so far - action steps, evidence collection? What has been your progress so far - action steps, evidence collection? How successful has the teacher been to date at working towards the goals? What are your next steps? What are your next steps? What support would be helpful for this teacher to meet these goals? Part 3: End-of-Year Evaluation and Reflection (Goals 1 and 2) Date For evaluator to complete: Part 4: Complete: For evaluator to complete: For evaluator to complete: Part 4: Gend-of-Year Evaluation and Reflection (Goals 1 and 2) Evaluation of final outcomes: How well did teacher meet the goals? What did you accomplish by working on these goals? Evaluation of final outcomes: How well did teacher meet the goals? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature Date							
For teacher to complete: For evaluator to complete: What has been your progress so far - action steps, evidence collection? How successful has the teacher been to date at working towards the goals? What are your next steps? What are your next steps? What support would be helpful for this teacher to meet these goals? Part 3: End-of-Year Evaluation and Reflection (Goals 1 and 2) Date For evaluator to complete: Part 4: Complete: For evaluator to complete: For evaluator to complete: What did you accomplish by working on these goals? Evaluation of final outcomes: How well did teacher meet the goals? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Fear evaluator to complete: For evaluator to complete: Part on student learning: How did this work effect student learning? Impact on student learning: How did this work effect student learning? Fearcher Signature Date	Date of Mid-Year Progress Check Conference:						
How has this work impacted your teaching and student learning? What support would be helpful for this teacher to meet these goals? What are your next steps?	For teacher to complete:	For evaluator to complete:					
What are your next steps? Image: Constraint of the steps of the	What has been your progress so far – action steps, evidence collection?						
Part 3: End-of-Year Evaluation and Reflection (Goals 1 and 2) Date of End-of-Year Conference: For teacher to complete: What have you learned? What have you learned? What did you accomplish by working on these goals? Will you continue to work on these goals? How? Feacher Signature	How has this work impacted your teaching and student learning?	What support would be helpful for this teacher to meet these goals?					
Date of End-of-Year Conference: For teacher to complete: For teacher to complete: Evaluator to complete: What have you learned? Evaluation of final outcomes: How well did teacher meet the goals? What did you accomplish by working on these goals? Impact on student learning: How did this work effect student learning? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature	What are your next steps?						
Date of End-of-Year Conference: For teacher to complete: For teacher to complete: Evaluator to complete: What have you learned? Evaluation of final outcomes: How well did teacher meet the goals? What did you accomplish by working on these goals? Impact on student learning: How did this work effect student learning? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature							
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Date of End-of-Year Conference: For teacher to complete: For teacher to complete: Evaluator to complete: What have you learned? Evaluation of final outcomes: How well did teacher meet the goals? What did you accomplish by working on these goals? Impact on student learning: How did this work effect student learning? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature							
For teacher to complete: For evaluator to complete: What have you learned? Evaluation of final outcomes: How well did teacher meet the goals? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? For evaluator to complete: Evaluation of final outcomes: How well did teacher meet the goals? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? For evaluator Date							
What have you learned? Evaluation of final outcomes: How well did teacher meet the goals? What did you accomplish by working on these goals? Impact on student learning: How did this work effect student learning? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature Date							
What did you accomplish by working on these goals? Impact on student learning: How did this work effect student learning? Will you continue to work on these goals? How? Impact on student learning: How did this work effect student learning? Feacher Signature Date							
Will you continue to work on these goals? How?							
Feacher Signature Date		Impact on student learning: How did this work effect student learning?					
	Will you continue to work on these goals? How?						
		· ·					
	Teacher Signature	Date					
avaluator Nignature	Evaluator Signature	Date					



Professional Goal-Setting Rubric

In OTES, the work that teachers put into the goal-setting process informs the end-of-year summative rating of the teacher's effectiveness. Evaluators may want to use a rubric like the following to rate the teacher's performance. Because teachers have engaged in the goal-setting process with their evaluators, many potential problems will have likely been resolved early in the process. By the end of the process, it is assumed that teachers will have set measurable, rigorous goals and taken clear steps to achieve them.

	Ineffective	Developing	Skilled	Accomplished
NEEDS ASSESSMENT/ DATA SOURCES	 Data are not used to identify needs. Goals are not tied to the standards. Goals are not rigorous or measurable. 	 Data are reviewed, but the needs of specific student groups are not examined in depth. Goals are tied generally to standards. 	 Data are reviewed for strengths and weaknesses and for specific groups of students. Goals target specific standards. 	 Multiple data sources are reviewed in depth. Goals target specific standards.
ACTION STEPS/ EVIDENCE INDICATORS	 Goals are not measurable. Planned steps do not allow for mid-point progress check. Planned steps do not reflect good practices. Teacher does not meet timeline for action steps. No artifacts are collected to demonstrate progress. 	 Goals are measurable. Action steps link to the goal but may not allow for regular progress checks. Planned steps reflect good teaching practices. Teacher may not meet timeline for all action steps. Limited artifacts are collected to demonstrate progress. 	 Goals are measurable. Action steps are clearly linked to the goal and allow for mid- point progress check. Planned steps reflect good teaching practices. Teacher meets timeline for action steps. Artifacts collected demonstrate progress towards goals. 	 Goals are measurable. Action steps align with the goal and allow for regular progress checks. Planned steps are strongly based in reliable and valid research-based practices. Teacher meets set timelines, and may set additional steps and timelines as a result of progress checks. Artifacts provide strong and thorough evidence.
EVALUATION/ REFLECTION	 Goals are not rigorous. Goals are not met. Teacher cannot reflect thoughtfully on the process or convey learning. 	 Goals are easily obtained; not a stretch for teacher. Teacher demonstrates limited reflection on learning. 	 Goals are challenging. Goals are met or, if not, teacher communicates learning and next steps. 	 Goals are rigorous; achievement is demanding. Goals are met or, if not, teacher can communicate learning from goals and nex steps based on data.



Teacher's Form - A-5

Pre-Observation Planning and Lesson Reflection Form (page 1)

Directions to Teachers:

Complete the **left side of this form (as a guide) prior to the lesson** to be observed. Note that the questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may also choose to attach lesson or unit plans. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation. Complete the **right side of this form following the lesson** that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

	Lesson – 4.a.1	Reflection – 4.a.3
	 GOALS (Standard 4: Instruction) What are the goals for the lesson? What will students know/do/understand? Why is this learning important? What standards are addressed in the planned instruction? 	
PLAN	 <u>ASSESSMENT DATA</u> (Standard 3: Assessment) What assessment data was examined to inform this lesson planning? What does pre-assessment data indicate about student learning needs? 	
	 PRIOR CONTENT KNOWLEDGE/ SEQUENCE (Standard 1: Students / Standard 2: Content / Standard 4: Instruction) What prior knowledge do students need for this lesson? What are the connections to previous and future learning? 	

Teacher Name_____

Pre-Observation Planning and Lesson Reflection Form (page 2)

	Lesson – 4.a.1	Reflection – 4.a.3
PLAN	 KNOWLEDGE OF STUDENTS (Standard 1: Students) What should the evaluator know about the student population? 	
ACH	 LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction) How will the goals for learning be communicated to students? What instructional strategies and methods will be used to engage students and promote independent learning and problem solving? 	
TEA	 DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction) How will the instructional strategies address all students' learning needs? How will the lesson engage and challenge students of all levels? 	

Pre-Observation Planning and Lesson Reflection Form (page 3)

	Lesson – 4.a.1	Reflection – 4.a.3
	 RESOURCES (Standard 2: Content / Standard 4: Instruction) What resources/materials will be used in instruction? 	
TEACH	CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment) • How will the environment support all students and student learning? • How will different grouping strategies be used effectively?	
ASSESS	 ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) How will you check for understanding during the lesson? What products or demonstrations will assess student learning / achievement of goals for instruction? 	
Pre-Cor	nference Initials: Teacher Evaluator Date & T	Time of Pre-Conference:

 Post-Conference Initials:
 Teacher ______
 Evaluator ______
 Date & Time of Pre-Conference: ______



Formal Observation: Guidelines for *Evaluators*

Evaluators should bring the following to the formal observation:

- The most recent version of the teacher's *Pre-Observation Planning and Lesson Reflection Form* (with any revisions from the conference)
- The Observation Narrative Form

The evaluator should use the *Observation Narrative Form* to record observable evidence around each element on the form. These notes should document what is observable in the classroom – what is seen, heard, or observed. These notes should not include an evaluation or analysis of what this evidence suggests about the teacher's practice.



Observation Narrative Form

1 2
Evaluator
Date & Time of Pre-Conference
Date & Time of Observation
Date & Time of Post-Conference

DIRECTIONS: During the classroom observation, the evaluator records evidence for each of the following.

	Criteria for Observation	Possible Sources of Evidence	Evaluator Observations
TEACH	 Criteria for Observation <u>LESSON DELIVERY</u> (Standard 2: Content / Standard 4: Instruction) Communication of clear learning goals Use of activities to promote independence and problem-solving Use of content- specific instructional strategies to teach concepts and skills 	 Lesson objectives communicated or posted Explicit reference to objectives Clear procedures Clarity of objectives Student understanding of objectives and of how to participate Meaningful use of examples to support student learning Student behaviors and 	Evaluator Observations
	• Application of knowledge of how students learn to instructional design and delivery	products that indicate engagement	

BOWLING GREEN CITY SCHOOL DISTRICT

Evaluator's Form - A-6

	Criteria for Observation	Possible Sources of Evidence	Evaluator Observations
	 DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction) Identification, instruction and intervention for special populations Differentiation of instruction to support learning needs of all students 	 Evidence of differentiation Attempt to modify pace, content, products for individuals or groups All students appear appropriately challenged 	
TEACH	RESOURCES (Standard 2: Content / Standard 4: Instruction) • Use of varied resources to support learner needs	 Resources appropriate to students Resources aligned with objectives 	

	Criteria for	Possible Sources of Evidence	Evaluator Observations
	Observation		
TEACH	CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Environment) • Use of strategies to motivate students to work productively and assume responsibility. • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning	 Students are engaged Students are working independently Students are working in different groups, independently, as a whole class Involvement of students 	
ASSESS	for all students ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction	 Assessment strategies align to objectives Assessments allow for demonstration of learning Assessments are varied Assessments are systematic Assessments are appropriate to lesson/students Understanding is monitored through: Checking work Asking questions Verbal/nonverbal cues Feedback 	
Teacher	's Signature		Date
Evaluat	or's Signature		Date



Note: The teacher and evaluator will sign the Observation Narrative Form to indicate that the lesson has been reviewed and discussed, not that the teacher necessarily agrees with the observation comments on this form.

Teacher Performance Evaluation Rubric

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

Inst	Instructional Planning							
		Ineffective	Developing	Skilled	Accomplished			
	FOCUS FOR LEARNING (Standard 4: Instruction) Sources of Evidence: Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.			
Planning	Evidence							
Instructional Pla	ASSESSMENT DATA (Standard 3: Assessment) Sources of Evidence: Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.			
	Evidence							

Inst	Instructional Planning							
		Ineffective	Developing	Skilled	Accomplished			
	PRIOR CONTENT KNOWLEDGE / SEQUENCE /CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction) Source of Evidence: Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans arid sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities arid in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.			
iing	Evidence							
Instructional Planning	KNOWLEDGE OF STUDENTS (Standard 1: Students) Sources of Evidence: Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student back grounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.			
	Evidence							

Instruction and Assessment

		Ineffective	Developing	Skilled	Accomplished
Instruction and Assessment	LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication) Sources of Evidence: Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher- directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
Instruc	DIFFERENTIATION (Standard 1: Students' Standard 4: Instruction) Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

BOWLING GREEN CITY SCHOOL DISTRICT

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Evaluator's Rubric - A-7

nst	ruction and Assessn	nent			
		Ineffective	Developing	Skilled	Accomplished
	RESOURCES (Standard 2: Content; Standard 4: Instruction) Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/Information Observations	Instructional material and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual student's learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				
Instruction and Assessment	CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments. There are no evident routines or procedures; students seem unclear about what they should be doing or are idle. Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged. The teacher creates a learning environment that allows for little or no communication or engagement with families. Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being. Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle. The teacher transitions between learning activities, but occasionally loses some instructional time in the process. The teacher welcomes communication from families and replies in a timely manner. Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students. Routines and procedures run smoothly throughout the lesson, and students assume age- appropriate levels of responsibility for the efficient operation of the classroom. Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work). The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress. Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom. Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations. The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development. A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instru	uction and Assessn	nent			
		Ineffective	Developing	Skilled	Accomplished
Instruction and Assessment	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) Sources of Evidence Pre-Conference formal Observation	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion. The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	The teacher uses assessment data tot identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.

Inst	Instruction and Assessment							
		Ineffective	Developing	Skilled	Accomplished			
Professionalism	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) Sources of Evidence: Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome, The teacher understands and follows district policies and state and federal regulations at a minimal level, The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.			
	Evidence							



Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective		Develo	ping	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)						
Areas of reinforcement / refinement:						
Student Growth Data 50%	Least Effective		proaching Average	Average	Above Average	Most Effective
Student Growth Measure of Effectiveness						
Areas of reinforcement / refinement:						
Final Summative (Overall) Rating	Ineffective		Develo	oping	Skilled	Accomplished

Check here if Improvement Plan has been recommended.

Teacher Signature	Date
Evaluator Signature	Date

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.



Data Collection Tool (Ongoing): Collaboration and Communication (Standard 6)

Directions: Keep an ongoing log of evidence of collaboration and communication. Select and attach artifacts that represent a variety of types of communication/ collaboration, which may include but not be limited to the following:

- Notes of collaboration occurring with colleagues
- Log of phone contacts to parents
- Descriptions/samples of work produced from collaboration with colleagues
- Documentation of meetings, committees and school event planning with parents and other community members

- Samples of parent newsletters
- Screen shots of classroom website at various times during the year
- Log of email contact with parents
- Log of parent conferences
- Results of perception survey

Date	Person(s)	Artifact/Type of Communication	Purpose

Submit to and discuss with evaluator at mid-year and end-of-year conference, following the district/school schedule.

Teacher's Signature	Mid-Year Date	End-of-Year Date
·		
Evaluator's Signature	Mid-Year Date	End-of-Year Date



Data Collection Tool (Ongoing): Professionalism—Professional Development (Standard 7)

Use this tool to describe professional activities that contribute to professional development and/or positively impact the classroom, school, and/or students and the capacity of the organization (building or district) to meet its goals. Attach additional pages of the tool and artifacts/evidence as relevant. Relevant evidence may include items such as:

- Materials from workshops and seminars
- Samples of materials from professional organizations, conferences, and networks that demonstrate professional collaborations
- Evidence of service on professional committees
- Examples of sharing with other educators and administrators knowledge and information in areas of expertise

Professional Develop	ment		Timeline for	Simeline for Completion	
Type of Activity (circle one)	Focus of Activity (circle one)	Description of Activity and Outcomes	Mid-Year	End-of-Year	
Individual	Teaching Quality				
Collaborative (with other teachers/staff)	School Improvement				
Collaborative (with community/other)	Student Achievement				
Individual	Teaching Quality				
Collaborative (with other teachers/staff)	School Improvement				
Collaborative (with community/other)	Student Achievement				
Individual	Teaching Quality				
Collaborative (with other teachers/staff)	School Improvement				
Collaborative (with community/other)	Student Achievement				

Teacher's Signature	Mid-Year Date	End-of-Year Date
Evaluator's Signature	Mid-Year Date	End-of-Year Date

Form B: Communication and Professionalism

Part 1: After completing the *Data Collection Tool: Professionalism—Professional Development* and the *Data Collection Tool: Collaboration and Communication*, use the information to complete this summative form and make an assessment of the teacher's skills and abilities in communication and professionalism (Standards 6 and 7).

 Teacher Name:
 Evaluator Name:

 Directions: For each area below, select *Meets* or *Does Not Meet*. Teachers who do not meet the expectations generally do so because they have demonstrated a pattern of failure to communicate, collaborate, or meet the professional responsibilities of the profession.

Communication and Professional Growth	Meets	Does Not Meet
Communication:		
• Communicates to students, parents and school staff using clear and correct spoken and written language		
• Uses strategies to communicate in a respectful manner to students and parents/caregivers about student learning and to engage student's families as valued partners		
Collaboration:		
• Collaborates with other teachers, administrators, school and district staff		
Collaborates with local community and community resources and agencies		
Professional Growth:		
• Engages in opportunities to impact teaching quality, school improvement and student achievement		
• Works collaboratively to determine and design professional development opportunities that increase professional skills and		
knowledge		

Comments/Evidence:

Overall Recommended Rating (Part 1):

Meets

Does Not Meet

Communication and Professionalism (continued)

Part 2: Effective teachers should (1) have no unexcused absences; (2) have no unexcused late arrivals; (3) follow school and district policies; and (4) meet the standards of ethical behavior of the profession. If a pattern of failure is evidenced here, the teacher should be rated *Does Not Meet*.

Professionalism	Meets	Does Not Meet
District/School Policies & Collective Bargaining Agreement:		
Understands and follows federal/state regulations, district/school policies and collective bargaining agreements		
Follows policies for absences		
Follows school/district discipline procedures and policies for student referrals		
• Adheres to scheduled duty assignments (e.g., is on-time for duties, properly supervises students as assigned)		
Ethical Behavior:* (See Note Below on Ethics)		
Meets responsibilities with integrity, honesty, fairness and dignity		
• Upholds and follows professional ethics laws and policies (e.g., serves as a positive role model, maintains confidential		
information, maintains security of standardized tests, reports suspected abuse).		

* The section on Ethical Behavior is intended to be used as part of teachers' regular/daily performance of duties as an Ohio educator. It is not intended to be used for conduct infractions as outlined in *Licensure Code of Professional Conduct for Ohio Educators*, ORC 3319.31. The *Licensure Code of Professional Conduct for Ohio Educators* serves as the basis for decisions on issues pertaining to licensure that are consistent with applicable law, and provides a guide for conduct in situations that have professional implications for all individuals licensed by the State Board of Education, such as teachers, principals, superintendents, and other persons serving schools (e.g., school nurses, coaches, substitute teachers). As education is a public trust, the Ohio Department of Education pursues allegations of unprofessional conduct.

Comments/Evidence:

Overall Recommended Rating (Part 2):	Meets	Does Not Meet
Teacher Signature		Date
Evaluator Signature		Date

Tea	acher Name	Grade(s)/ Subject	(s)	Date:
Ev	aluator Name:	Time Walk Throu	1gh Begins	Time Walk Through Ends
Dire	ections: This form serves as a record of an informal walk through by	the teacher's evaluator.	The evaluator will likely not	observe all the teaching elements listed in any one
info	ormal observation. This record along with records of additional information	mal observations will be	used to inform the summativ	e evaluation of the teacher.
Ev	aluator Observations			
	Instruction is developmentally appropriate		Lesson content is linke	ed to pervious and future learning
	Learning targets and goals are clearly communicated to	o students	Classroom learning en	vironment is safe and conducive to learning
	Varied instructional tools and strategies reflect student learning targets	needs and	Teacher provides stude	ents with timely responsive feedback
	Content presented is accurate and grade appropriate		Instructional time is us	ed effectively
	Teacher connects lesson to real-life applications		Routines support learn	ing goals and activities
	Instructions and lesson activities are accessible and cha students	allenging for	1	ssessment of student learning are collected, and to guide instruction
	Students take ownership of learning		Other	

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature _____

(Print or Digital



BGCS Non-OTES Rating Teacher Observation Form A-12

Teacher Name:	
Date of Observation:	Date of Post Conference:

Teachers will receive a rating in each area and be provided with specific feedback for that domain in the space provided. The criteria for this rating will be based on the rubric in the Master Agreement, Appendix Section, A-7.

□Ineffective	Developing	□Skilled	
esson Delivery: teache	r clearly explains content and utilizes develop	mentally appropriate strategies; tea	cher addresses misconceptions and misunderstandings
-	echniques; the lesson is balanced between me		
Ineffective	Developing	Skilled	
		igh a variety of strategies, materials	, and/or pacing that meet individual or group needs, mo
earning accessible and challer		ugh a variety of strategies, materials	, and/or pacing that meet individual or group needs, ma Accomplished
earning accessible and challer	nging for students.	Skilled	
earning accessible and challer. ☐Ineffective	nging for students.	Skilled	Accomplished

	er has positive rapport with students and classed hed routines; transition effectively maximize ins		vidence of positive classroom management system
	Developing	Skilled	
	ng: teacher uses a variety of assessment to iderstanding and adjusts accordingly; teacher pro		
		Skilled	
Professionalism: teachers uses effect practices, examine problems of practice, and		nd families; teacher collaborate:	s with colleagues to improve personal and team
□ Ineffective		□Skilled	
	· · · ·		· · · ·
Staff Member Reflection: (Optional)			

Administrator's Signature

Teacher's Signature **signature indicates knowledge of report*

Bowling Green City Schools EVALUATION PROCEDURES

The following guidelines are to be followed on the evaluation of certificated/licensed staff to whom Section 4.7 and Appendix A do not apply:

- A. Forms to be used:
 - 1. Bowling Green City Schools Formative Observation Sheet (Appendix B-2)
 - 2. Bowling Green City Schools Summative Evaluation Sheet (Appendix B-3)
 - 3. Bowling Green City Schools Professional Development Plan (Appendix B-4)
- B. Responsibilities
 - 1. Primary observations and evaluations are to be conducted by the principal, assistant principal and/or supervisor. Superintendent and/or assistant Superintendent may serve as secondary evaluators, if appropriate.
 - 2. In the case of special area teachers who service more than one building, the home school principal will serve as the primary evaluator. The summative evaluation is to be prepared by the home school principal with input from other principals.
 - 3. Intradepartmental observations and private critiques may take place without formal reporting, if so desired.
- C. Teachers should be observed as follows:
 - 1. Teachers shall be observed at least two (2) times during the school year.
 - 2. All comments and evaluation ratings made by evaluators on the Formative Observation Sheet must relate to observed performances. Evaluation of a teacher is the sum total of observations including classroom performance and other observations relevant to job performance which are summarized in the final annual report and recommendations of the evaluator. These observations shall directly relate to the categories listed on the Formative and Summative Evaluation Sheets. These are: (a) Productive Teaching Techniques; (b) Class Management; (c) Interpersonal Relations; (d) Professional Growth Responsibilities.
 - 3. It is specifically agreed that student state-mandated test scores, including but not limited to the OGT and OAT, shall not be used as the determining factor in any adverse employment action against a teacher, including but not limited to nonrenewal or termination.

- D. Teacher Evaluation Cycle to be followed during the course of the school year:
 - 1. Individual Pre-Observation Conference (teacher and evaluator)
 - 2. Formal Observation(s)
 - 3. Feedback Conference(s) within ten (10) days of Formal Observation(s)
 - 4. Formative Observations Sheet(s)
 - 5. Summative Evaluation Sheet
 - 6. Final Conference
 - 7. Determination of Professional Development Plan
- E. Four (4) copies of the Summative Evaluation Form are provided, one for the staff member, one for the principal/assistant principal, one for the Superintendent, and one for the assistant Superintendent/director of instruction and/or curriculum director.
- F. Teachers may indicate at the bottom of the Formative and Summative sheet(s) if a rebuttal or explanation will be attached on a separate sheet.

Bowling Green City Schools FORMATIVE OBSERVATION SHEET

feacher	School	Period Grade and/or Subject Obs NI - Needs Improvement S - Sa		Ī	Date	
NA - Not Applicable	NS - Not Satisfactory	NI - Neeus Improvement 5 - 5a	<u>ustactory</u>			
 Is familiar with releval Sets goals that reflect Articulates clear learn Includes performance Demonstrates an under and content to be learn Creates or selects met students and aligned v 	Int aspects of student backg performance outcomes ing goals outcomes for district cours rstanding between content hed in the future hods, activities, and materi vith the lesson goals	·		NS		
 Creates a climate that Establishes and main Communicates challed Establishes and main 		ons to each student of classroom behavior				
 Makes learning goals Makes content comp Encourages students Monitors student under 	to extend their thinking rstanding of content by a va- ning, and adjusts learning					
 Reflects on the exten Demonstrates a sens Uses self-evaluation, poprofessionally Builds professional relation to coordinate learning Communicates with p 	eer input, and supervisory f	bals were met bedback to continuously grow o share teaching insights and t student learning				
Additional Comments B	y Teacher: No	Comments Comments	Attached on S	Separat	e Shee	t

Signed (indicating knowledge of report

Administrator

Bowling Green City Schools SUMMATIVE EVALUATION OF CERTIFICATED STAFF

Feacher

Date

Administrator

Performance Area 1 - Organizing Content For Student Learning

Performance Area 2 - Creating An Environment For Student Learning

Performance Area 3 - Teaching For Student Learning

Performance Area 4 - Teacher Professionalism

Teacher Comments:

Date_____

Signed ____

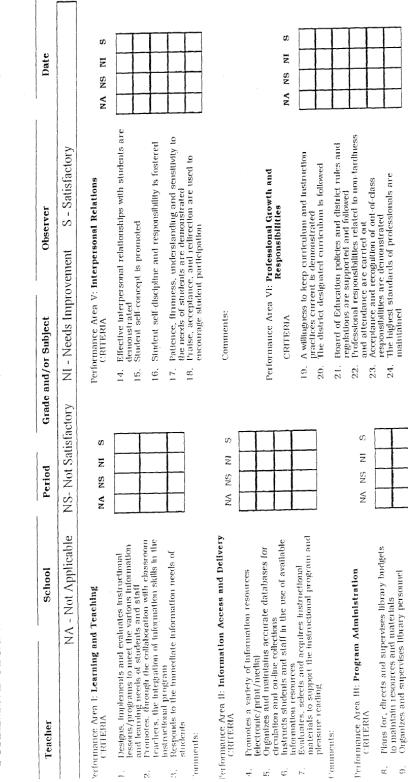
(signature indicates knowledge of report)

Administrator

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BOWLING GREEN CITY SCHOOLS

. Name	II. Building	III. School Year
V. Position	V. Date initially	y discussed with principal/supervisor///
VI. The specific objective to be targeted (related	to my formative observe	ation and evaluation documents, when relevant) is to:
This objective relates to which goal area? (Circle		nowledge for student learning 2. create an environment 3. teach for student learning 4. demonstrate professionalism
II. <u>Steps</u> to be taken to achieve the objective:	VIII. <u>Date</u> by wh the step wil	
	measured:	
·	A	A
	B	B
	C	C
·	D	D
·	E	E
. (Use the back of this sheet for additional steps	to be taken.)	
Principal/Supervisor's end-of-year summa	ry of teacher's	XI. <u>Teacher's</u> end-of-year summary of success toward me
	1	the goal:
success toward meeting the goal:		ure goar,
success toward meeting the goal:		uc goai,
success toward meeting the goal:		uc goa.
success toward meeting the goal:		
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success toward meeting the goal:		ure goal.
success toward meeting the goal:		ис доаг.
success toward meeting the goal:		
success toward meeting the goal:		
		-
II. Signature of teacher		XIV. Date completed plan was reviewed wit



Appendix **E** ۱ FORMATIVE OBSERVATION SHEET FOR CERTIFICATED/LIBRARY MEDIA SPECIALIST STAFF

Appendix B 5

Doviced/Annroved 7/17/190

Comments:

13.

Date Signed (indicating knowledge of report)

No Comments

ADDITIONAL COMMENTS BY TEACHER:

S

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NS

Performance Area IV: **Professional Leadership and Collaboration** CRIFERA

Directs and organizes the physical facilities and resources of the library

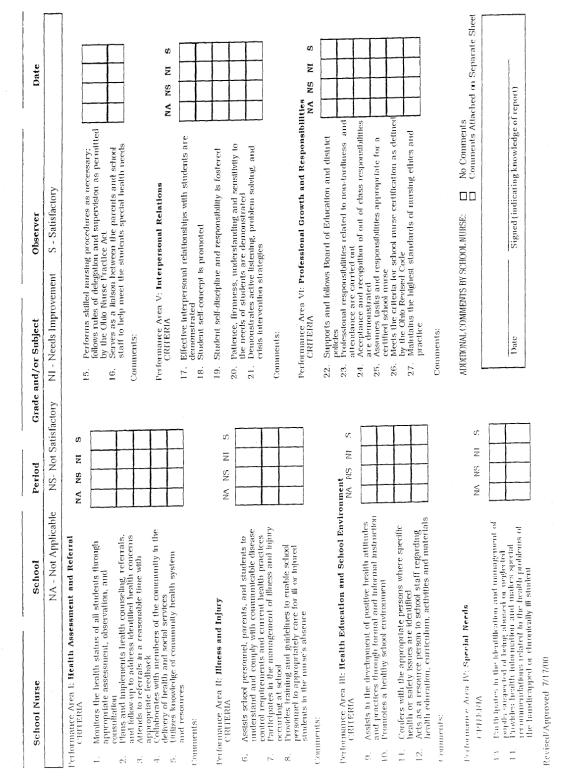
Ē

Comments:

Collaborates with colleagues, students, administrators and parents to support the fibrary program collaborates with other libraries and media centers to provide services to the fearuing commutity Participates in professional organizations

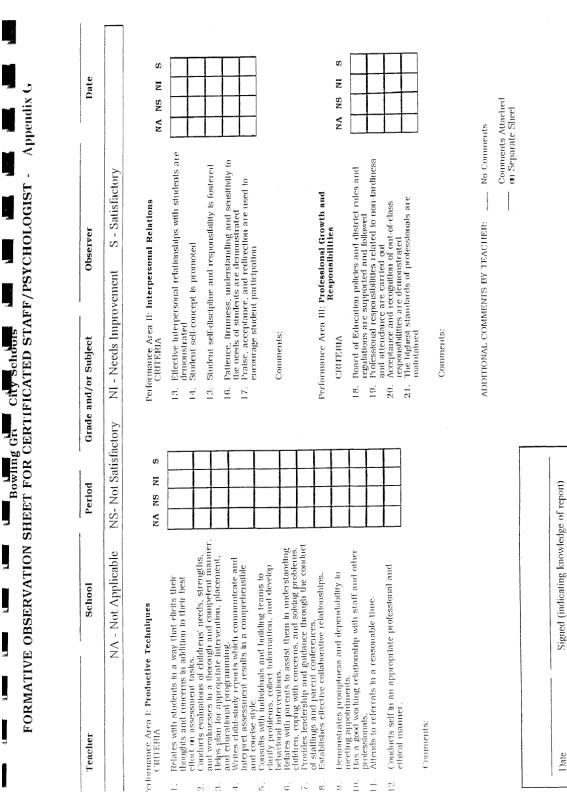
Comments:

FORMATIVE OBSERVATION SHEET FOR CERTIFICATED/SCHOOL NURSE - Appendix F



100

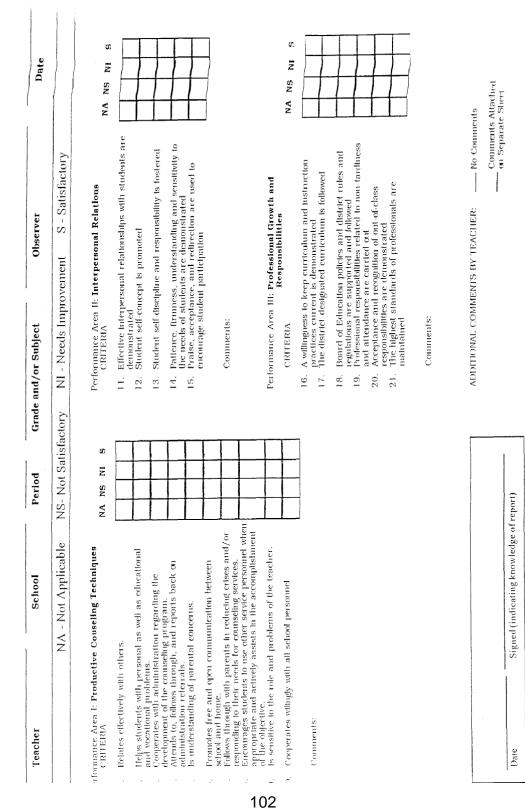
Appendix B 6



APPENDIX B 7



Appendix). FORMATIVE OBSERVATION SHEET FOR C.ATIFICATED STAFF/COUNSELOR -Bowling G a City Schools



APPENDIX B 8

100/2 1/1 Provined 7/17/00

Appendix C

School Counselor Evaluation Documents



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR EVALUATION PROCESS C-1

Ohio School Counselor Evaluation System

Optional Form: Student Metrics

Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

Step One: Identify Domain Focus Area(s):

Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional

Step Two: Identify Desired Student Outcome(s)

Based on identified focus areas of need (step one), develop student outcome goal(s). Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh grade cohort by April 2017.

Step Three: Determine the Metric(s) of Student Outcomes

Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior. Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.

Step Four: Relevant school counselor activities/interventions

Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).

Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.

05/12/2016



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR EVALUATION PROCESS C-2

	Guidance Counselor		Evaluator
1.	Continuing Contract: Meet with Evaluator to	1.	Continuing Contract: Meet with Guidance
	discuss and complete Guidance Counselor		Counselor to discuss and complete Guidance
	Rubric 1 time per year		Counselor Rubric 1 time per year (2 times per
	Limited Contract: Meet with Evaluator to discuss		year for Limited Contract and Retire/Rehire)
	and complete Guidance Counselor Rubric 2		
	times per year		
	Retire/Rehire: Meet with Evaluator to discuss and		
	complete Guidance Counselor Rubric 2 times		
	per year		
2.	Meet with Evaluator to discuss Guidance	2.	Meet with Guidance Counselor to discuss
	Counselor Summative Evaluation Form by May		Guidance Counselor Summative Evaluation
	1. If Ineffective in any category, collaboratively		Form by May 1. If Ineffective in any category,
	create Guidance Counselor Improvement Plan.		collaboratively create Guidance Counselor
			Improvement Plan. Provide Guidance Counselor
			with signed copy of the form(s).
		3.	Submit a signed copy of the Guidance Counselor
			Summative Evaluation Form (and if created,
			Guidance Counselor Improvement Plan) to HR
			by May 30.



OHIO SCHOOL COUNSELOR STANDARDS **C-3**

MERGED FOR PURPOSES OF THIS EVALUATION PROCESS

${f A}$ Guidance counselors

demonstrate the ability to plan and

- deliver guidance services. Plans and implements programs based 1. on student and school needs.
- Makes effective use of time. 2.
- 3. Shows evidence of flexible procedures.
- Uses supplemental materials to 4 enhance guidance services.
- 5. Demonstrates knowledge of availability of community resources.
- 6. Uses technology for monitoring student progress, planning of services and accessing data needed to inform decision making.
- 7. Selects appropriate classroom/guidance activities
- 8. Demonstrates knowledge of district/state policies regarding services.
- 9. Uses evaluative information and data for program improvement.

B1 Guidance counselors

demonstrate knowledge of counseling techniques and student development.

- 1. Demonstrates multicultural sensitivity.
- Utilizes counselor techniques that are 2. sound, appropriate and research-based.
- 3. Exhibits knowledge of student growth and development, including learning styles and theory.
- 4. Keeps abreast of and utilizes current guidance and counseling developments and techniques.

B2 Guidance counselors demonstrate the ability to utilize group management techniques.

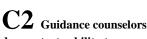
- Specifies expectations for group 1. behavior.
- 2 Encourages active participation.
- 3. Maintains momentum of presentation.
- Engages students with relevant topics 4. and current information.
- 5. Demonstrates non-verbal behavior that 6.

1 Guidance counselors show sensitivity to student needs by

maintaining a positive school climate.

Establishes/maintains rapport with 1.

- students 2. Establishes climate of courtesy and respect.
- 3. Holds reasonable expectations for student social/academic behavior.
- 4. Demonstrates enthusiasm for student performance or involvement.
- 5. Reinforces/rewards appropriate social/academic behavior.
- 6. Treats all students fairly.



demonstrate ability to assess student/program needs for academic support.

- Takes students' interests, needs, abilities 1. social/emotional development into account helping them formulate plans for the future.
- 2. Demonstrates understanding of inclusion for under-
- represented students. 3. Uses data to affect change.
- 4 Demonstrates knowledge and ability to properly interpret standardized test results.
- 5. Provides consultation to parents and teachers with regard to meeting needs of students.
- 6. Assists in the formulation of instructional support strategies.

D **Guidance counselors**

demonstrate ability to communicate effectively.

- Is readily accessible to students, 1. teachers, parents and administrators.
- 2 Shares information with students, teachers, parents and administrators through individual consultation, presentations and supplementary materials. 3 Facilitates communication among
- students, parents, school personnel and community resources.
- 4. Uses effective and correct oral and written communications.
- 5. Demonstrates social advocacy skills to effectively challenge the status quo in systems inequities that impede students' academic success. 6. Responds promptly and appropriately
- to parental concerns

E1 Guidance counselors

demonstrate willingness to assume general professional responsibility.

- Adheres to school and district policy. 1.
- Maintains accurate records. 2 3. Participates in parent-teachers
- conferences to report student progress 4. Participates in school and/or district committees.

E2 Guidance counselors show evidence of professional

- characteristics and growth. Continues to pursue professional 1. growth and development through workshops, seminars, course work
- and/or other professional activities. Demonstrates initiative and assumes 2. responsibility.
- 3. Demonstrates behaviors reflecting dignity and worth of people.
 - Exercises good judgment.
- Maintains confidentiality. 5.

4

- Maintains good attendance and 6. punctuality. 7.
 - Maintains professional appearance.
- Exercises emotional self-control. 8
- 9. Accepts evaluation and redirection and makes necessary changes or adjustments.

Provides feedback that is constructive. shows interest.



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR EVALUATION RUBRIC C-4

Guidance Counselor Name	School Year
Evaluator Name	Date

A. Guidance counselors demonstrate the ability to plan and deliver guidance services.

Ineffective	Developing	Skilled	Accomplished
			Û
Deficient skills in several areas and/ or inconsistent implementation. Does not implement the guidance program based on materials supplied. Does not use time effectively. Uses little or no resources. Has limited knowledge of community resources. Uses limited or no technology for monitoring student progress, planning of services and accessing data needed to inform decision making. Demonstrates limited knowledge of district/state policies regarding services. Ineffectively uses evaluative information and data for program improvement at basic level.	Skills are emerging with plans for development to strengthen skills. Rarely implements portions of the guidance program based on materials supplied. Is inconsistent in ability to use time. Uses materials supplied by others. Has basic knowledge of community resources. Uses technology for monitoring student progress, planning of services and accessing data needed to inform decision making at a basic level. Demonstrates basic knowledge of district/state policies regarding services. Uses evaluative information and data for program improvement at basic level.	Most attributes are consistently present with plans for improvement. Effectively and consistently plans and implements the guidance program based on materials supplied. Effectively uses time. Effectively uses supplemental materials to enhance guidance services. Effectively demonstrates knowledge of availability of community resources. Effectively uses technology for monitoring student progress, planning of services and accessing data needed to inform decision making. Effectively demonstrates knowledge of district/state policies regarding services. Effectively uses evaluative information and data for	All attributes are effectively and consistently delivered at the highest level. Effectively and consistently plans and implements programs based on student and school needs. Effectively and consistently makes effective use of time. Effectively and consistently shows evidence of flexible procedures. Effectively and consistently uses supplemental materials to enhance guidance services and incorporates new resources. Effectively and consistently demonstrates extensive knowledge of availability of community resources. Extensively uses technology for monitoring student progress, planning of services and accessing data needed to inform decision making. Effectively and consistently demonstrates knowledge of current district/state policies regarding
		program improvement.	services. Effectively and consistently uses evaluative information and data for program improvement.
Evidence for areas not	rated accomplished:		
Comments:			

B. Guidance counselors demonstrate knowledge of counseling techniques and student development and the ability to utilize group management techniques. (Combines Strands B1 and B2 from Ohio School Counselor Standards)

inconsistent implementation. becomes that are sound, appropriate and research- based. Exhibits limited knowledge of student growth and development, including learning styles and theory. Has knowledge of current guidance and counseling developments and techniques ta inmited level. Does not specify expectations for group behavior and encourages active participation. Does not provide feedback. Does not provide feedback. Deffectively provides feedback that is constructive. Effectively provides feedback: Deffectively provides feedback: Deffec	Ineffective	Developing	Skilled	Accomplished
and/ or inconsistent implementation.plans for development to strengthen skills.consistently present with plans for improvement.consistently delivered at the highest le Effectively demonstrates multicultural sensitivity.Demonstrates multicultural sensitivity on a limited basis.Is developing counselor techniques that are sound, appropriate and research- based.Demonstrates multicultural sensitivity.Consistently delivered at the highest le Effectively demonstrates multicultural sensitivity.Demonstrates counselor techniques on a limited basis.Is developing counselor techniques that are sound, appropriate and research- based.Demonstrates multicultural sensitivity.Effectively utilizes counselor technique that are sound, appropriate and research-based.Exhibits limited knowledge of development, including udevelopment, including udevelopment, including udevelopment, including udevelopment, a lamited level.Exhibits basic knowledge of student growth and development, including learning styles and theory.Exhibits are sound, appropriate and techniques.Does not specify expectations for group behavior and encourages active participation.Ineffectively specifies expectations for group behavior and encourages active participation.Effectively specifies expectations for group behavior and encourages active participation.Consistently and effectively provides feedback that is constructive.Does not provide feedback.Ineffectively provides feedback that is constructive.Effectively provides feedback that is constructive.Does not provide feedback.Ineffectively provides feedback that is constructive.Eff				
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Has knowledge of current guidance and counseling developments and techniques at a limited level.development, including learning styles and theory.learning styles and theory.Consistently and effectively keeps abre of and utilizes current guidance and counseling developments and techniques and encourages active participation.Consistently and effectively keeps abre of and utilizes current guidance and utilizes current guidance and ecourages active participation.Does not space students with relevant topics and current information.Ineffectively specifies expectations for group behavior and encourages active participation.Effectively specifies expectations for group behavior and encourages active participation.Consistently and effectively specifies expectations for group behavior and encourages active participation.Does not provide feedback.Ineffectively engages students with relevant topics and current information.Effectively engages students with relevant topics and current information.Consistently and effectively engages students with relevant topics and current information.Does not provide feedback.Ineffectively engages students with relevant topics and current information.Effectively engages students with relevant topics and current information.Consistently and effectively provides feedback that is constructive.Evidence for areas not rated accomplished:	student growth and development, including	Exhibits basic knowledge of	student growth and	Exhibits extensive knowledge of student growth and development, including learning styles and theory.
a limited level. a limited level. boes not specify expectations for group behavior and encourages active participation. Does not engage students with relevant topics and current information. Does not provide feedback. Does not provide feedback. Doe	Has knowledge of current guidance and counseling	development, including learning styles and theory.	learning styles and theory. Effectively keeps abreast of	Consistently and effectively keeps abreast of and utilizes current guidance and counseling developments and techniques.
encourages active participation.Ineffectively specifies expectations for group behavior and encourages active participation.expectations for group behavior and encourages active participation.Consistently and effectively engages students with relevant topics and current information.Does not provide feedback.Ineffectively engages students with relevant topics and current information.Effectively engages students with relevant topics and current information.Consistently and effectively engages students with relevant topics and current information.Does not provide feedback.Ineffectively engages students with relevant topics and current information.Effectively provides feedback that is constructive.Consistently and effectively provides feedback that is constructive.Evidence for areas not rated accomplished:Evidence for areas not rated accomplished:Evidence for areas not rated accomplished:	a limited level.	guidance and counseling developments and techniques	and counseling developments	expectations for group behavior and
relevant topics and current information. Does not provide feedback. Des not provide feedback. Des not provide feedback. Des not provide feedback. Ineffectively engages students with relevant topics and current information. Ineffectively provides feedback that is constructive. Effectively provides feedback that is constructive. Effectively provides feedback that is constructive.	encourages active participation.	expectations for group	expectations for group behavior and encourages	students with relevant topics and current
Does not provide feedback. students with relevant topics and current information. current information. Ineffectively provides feedback that is constructive. Effectively provides feedback that is constructive. Evidence for areas not rated accomplished:	relevant topics and current	active participation.	Effectively engages students	Consistently and effectively provides
Ineffectively provides feedback that is constructive. that is constructive. Evidence for areas not rated accomplished:	Does not provide feedback.	students with relevant topics	current information.	reedback that is constructive.
-		feedback that is constructive.		
	Evidence for areas not ra	ted accomplished:		
Comments:	Comments:			

C. Guidance counselors show sensitivity to student needs by maintaining a positive school climate and an ability to access student/program needs for academic support. (Combines Strand C1 and C2 from Ohio School Counselor Standards)

Ineffective	Developing	Skilled	Accomplished
Deficient skills in several areas and/ or inconsistent implementation.	Skills are emerging with plans for development to strengthen skills.	Most attributes are consistently present with plans for improvement.	All attributes are effectively and consistently delivered at the highest level.
Ineffectively establishes/maintains rapport with students. Does not establish a climate of	Is developing rapport with students. Is developing climate of courtesy and respect.	Effectively establishes/maintains rapport with students. Effectively establishes climate of	Consistently and effectively establishes/maintains rapport with students.
courtesy and respect. Demonstrates non-verbal behavior that does not show interest. Holds unreasonable expectations for student social/academic behavior. Does not demonstrate enthusiasm for student performance or involvement. Is ineffective on treating all students fairly.	Is developing non-verbal behavior that shows interest. Is developing reasonable expectations for student social/academic behavior. Inconsistently demonstrates enthusiasm for student performance or involvement.	courtesy and respect. Effectively demonstrates non-verbal behavior that shows interest. Effectively holds reasonable expectations for student social/academic behavior. Effectively demonstrates enthusiasm for student performance or	Consistently and effectively establishes climate of courtesy and respect. Consistently and effectively demonstrates non-verbal behavior that shows interest. Consistently and effectively holds reasonable expectations for student social/academic behavior.
Deficient skills in several areas and/ or inconsistent implementation	Is inconsistent in treating all students fairly.	involvement. Effectively treats all students fairly.	Consistently and effectively demonstrates enthusiasm for student performance or involvement.
Lacks rapport with students. Does not establish climate of courtesy and respect.	Demonstrates a developing knowledge of students' interests, needs, abilities and social/emotional development into account when helping them formulate plans for the	Effectively takes students' interests, needs, abilities and social/emotional development into account when helping them formulate plans for the future.	Consistently and effectively treats all students fairly. Consistently and effectively makes students' interests, needs, abilities and
Demonstrates non-verbal behavior lacks interest. Does not set expectations for student social/academic behavior. Lacks enthusiasm for student performance or involvement. Is ineffective in treating all students fairly. Demonstrates a developing knowledge of students' interests, needs, abilities and social/emotional development into account when helping them formulate plans for the future at a limited level. Demonstrates basic understanding of inclusion/support for under- represented students. Lacks an understanding that the use of data can affect change. Does not interpret standardized test results. Does not provide consultation to parents and teachers with regard to meeting needs of students. Does not formulate instructional support strategies.	helping them formulate plans for the future. Demonstrates basic understanding of inclusion/support for under- represented students. Is developing an understanding for the use data to affect change. Is developing knowledge and ability to properly interpret standardized test results. Provides consultation to parents and teachers With regard to meeting needs of students at a basic level. Is developing an understanding of how to formulate instructional Support strategies.	future. Effectively demonstrates understanding of inclusion/support for under- represented students. Effectively uses data to affect change. Effectively demonstrates knowledge and ability to properly interpret standardized test results. Effectively provides consultation to parents and teachers with regard to meeting needs of students. Effectively assists in the formulation of instructional support strategies.	students' interests, needs, abilities and social/emotional development into account when helping them formulate plans for the future. Consistently and effectively demonstrates understanding of inclusion/support for underrepresented students. Consistently and effectively uses data to affect change. Consistently and effectively demonstrates knowledge and ability to properly interpret standardized test results. Consistently and effectively provides consultation to parents and teachers with regard to meeting needs of students. Consistently and effectively assists in the formulation of instructional support strategies.
Evidence for areas not r Comments:	ated accomplished:		

D. Guidance counselors demonstrate the ability to communicate effectively.

Ineffective	Developing	Skilled	Accomplished
Deficient skills in several	Skills are emerging with	Most attributes are	All attributes are effectively and
areas and/ or	plans for development to	consistently present with	consistently delivered at the highest
inconsistent	strengthen skills.	plans for improvement.	level.
implementation.			
	Is rarely accessible to	Is readily accessible to	Consistently accessible to students,
Is not accessible to	students, teachers, parents	students, teachers, parents	teachers, parents and administrators
students, teachers, parents	and administrators.	and administrators.	
and administrators.			Effectively and consistently shares
	Rarely shares information	Effectively shares	information with students, teachers
Does not share information	with students, teachers,	information with students,	parents and administrators through
with students, teachers,	parents and administrators	teachers, parents and	individual consultation,
parents and administrators	through individual	administrators through	presentations and supplementary
through individual	consultation, presentations	individual consultation,	materials.
consultation, presentations	and supplementary materials.	presentations and	
and supplementary		supplementary materials.	Effectively and consistently
materials.	Rarely facilitates		facilitates communication among
	communication among	Effectively facilitates	students, parents, school personnel
Does not facilitate	students, parents, school	communication among	and community resources.
communication among	personnel and community	students, parents, school	
students, parents, school	resources.	personnel and community	Consistently uses effective and
personnel and community		resources.	correct oral and written
resources.	Rarely uses effective and		communications.
	correct oral and written	Uses effective and correct	
Does not use effective and	communications.	oral and written	Effectively and consistently
correct oral and written		communications.	demonstrates social advocacy skills
communications.	Rarely demonstrates social		to effectively challenge the status
	advocacy skills to effectively	Effectively demonstrates	quo in systems inequities that
Does not demonstrate social	challenge the status quo in	social advocacy skills to	impede students' academic success.
advocacy skills to	systems inequities that	effectively challenge the	
effectively challenge the	impede students' academic	status quo in systems	Effectively and consistently
status quo in systems	success.	inequities that impede	responds promptly and
inequities that impede		students' academic success.	appropriately to parental concerns.
students' academic success.	Rarely responds promptly and		
	appropriately to parental	Effectively respond	
Does not respond promptly	concerns.	promptly and appropriately	
and appropriately to		to parental concerns.	
parental concerns.			
Evidence for areas not	t rated accomplished:		
Comments:			

E. Guidance counselors demonstrate willingness to assume general professional responsibilities and show evidence of professional characteristics

Deficient skills in several areas and/ or nconsistent implementation.	Skills are emerging with plans for development to strengthen skills.	Most attributes are consistently present with plans for improvement.	All attributes are effectively and consistently delivered at the highest level.
Does not adhere to school and listrict policy.	Rarely adheres to school and district policy.	Effectively adheres to school and district policy.	Effectively and consistently adheres to school and district policy.
Does not maintain accurate records.	Rarely maintains accurate records.	Effectively maintains accurate records.	Effectively and consistently maintains accurate records.
Does not participate in parent- eachers conferences to report student progress as needed.	Rarely participates in parent- teachers conferences to report student progress as needed.	Effectively participates in parent-teachers conferences to report student progress as	Effectively and consistently participates in parent-teachers conferences to report student progress as needed.
Does not participate in school and/or district committees.	Rarely participates in school and/or district committees.	needed. Effectively participates in	Effectively and consistently participates in school and/or district committees.
Does not pursue professional growth and development hrough workshops, seminars, course work and/or other professional activities.	Rarely continues to pursue professional growth and development through workshops, seminars, course work and/or other professional activities.	school and/or district committees. Effectively continues to pursue professional growth and development through	Effectively and consistently continues to pursue professional growth and development through workshops, seminars, course work and/or other professional activities.
Does not demonstrates nitiative and assumes responsibility.	Rarely demonstrates initiative and assumes responsibility. Rarely demonstrates behaviors	workshops, seminars, course work and/or other professional activities.	Effectively and consistently demonstrates initiative and assumes responsibility.
Does not demonstrate behaviors reflecting dignity and worth of people.	Rately demonstrates behaviors reflecting dignity and worth of people. Rarely exercises good judgment.	Effectively demonstrates initiative and assumes responsibility.	Effectively and consistently demonstrates behaviors reflecting dignity and worth of people.
Does not exercise good udgment.	Rarely maintains confidentiality.	Effectively demonstrates behaviors reflecting dignity and	Effectively and consistently exercises good judgment.
Does not maintain confidentiality.	Rarely maintains good attendance and punctuality.	worth of people. Effectively exercises good judgment.	Effectively and consistently maintains confidentiality.
Does not maintain good	Rarely maintains professional appearance.	Effectively maintains confidentiality.	Effectively and consistently maintains good attendance and punctuality.
Does not maintain professional	Rarely exercises emotional self- control.	Effectively maintains good	Effectively and consistently maintains professional appearance.
Does not exercise emotional self-control.	Rarely accepts evaluation and redirection and makes necessary	attendance and punctuality. Effectively maintains	Effectively and consistently exercises emotional self-control.
Does not accept evaluation and edirection and makes	changes or adjustments.	professional appearance. Effectively exercises emotional self-control.	Effectively and consistently accepts evaluation and redirection and makes necessary changes or adjustments.
necessary changes or adjustments.		Effectively accepts evaluation and redirection and makes necessary changes or adjustments.	
Evidence for areas not	t rated accomplished:		1

and growth. (Combines Strand E1 and E2 from Ohio School Counselor Standards)



BOWLING GREEN CITY SCHOOL DISTRICT Ohio School Counselor Evaluation System Informal Observations C-5

School Counselor Name:	
Activity Observed:	

Date: _____

Evaluator Name: _____

Time Informal Observation Begins:	Time Informal Observation Ends:

<u>Directions</u>: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: Date:	
----------------------------	--

School Counselor Signature: _____ Date: _____



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR SUMMATIVE EVALUATION C-6

Guidance Counselor Name	School Year	
Evaluator Name	Date	

School Counseling Standard	Ineffective	Developing	Skilled	Accomplished
A. Demonstrates the ability to plan and				
deliver guidance services				
	Ineffective	Developing	Skilled	Accomplished
B. Guidance counselors demonstrate				
knowledge of counseling techniques and				
student development and the ability to				
utilize group management techniques.				
(Combines Strands B1 and B2 from Ohio				
School Counselor Standards)				
	Ineffective	Developing	Skilled	Accomplished
C. Guidance counselors show sensitivity				
to student needs by maintaining a positive				
school climate and an ability to access				
student/program needs for academic				
support. (Combines Strands C1 and C2 from				
Ohio School Counselor Standards)				
	Ineffective	Developing	Skilled	Accomplished
D. Guidance counselors demonstrate the				
ability to communicate effectively.				
	Ineffective	Developing	Skilled	Accomplished
E. Guidance counselors demonstrate				
willingness to assume general professional				
responsibilities and show evidence of				
professional characteristics and growth.				

Comments:



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR SUMMATIVE EVALUATION C-7

Final Rating	Ineffective	Developing	Skilled	Accomplished
-				
Overall Area(s) of Strength				
Recommendation(s) for Growth				

If final summative rating is Ineffective, an **Improvement Plan** will be collaboratively created by the Guidance Counselor and evaluator.

Check here if Improvement Plan has been created. A copy of the Improvement Plan will be submitted by the evaluator with the Guidance Counselor Summative Evaluation Form.

Guidance Counselor's Signature		Date	
Evaluator's Signature		Date	
While I have signed this, I also intend to submit a supplement by	Date	Counselor's Initials	
Evaluator should send a completed copy of this form including	signatures to HI	R Office May 30.	
Building Administrator's Signature		_Date	



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR IMPROVEMENT PLAN C-8

Date:

Guidance Counselor Name	School Year/Building	
Evaluator Name	Date of Conference	

Written improvement plans are to be developed in circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components on the **Guidance Counselor Rubric**. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

Area(s) Needing Improvement From Guidance Counselor Evaluation Rubric/Evaluation Forms	Improvement Statement List specific areas for improvement	 Specific Plan of Action Describe in detail specific plans of action that must be taken to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan. 	Assistance & Professional Development Examples include: Mentoring Observing other colleagues PD 360 Attend workshops
Guidance Counse	lor's Signature: _		Date:

Evaluator's Signature:

The evaluator's signature above verifies that the proper procedures in the local contract have been followed. A copy of this plan should be submitted to the HR Office with the **Guidance Counselor Summative Evaluation Form** as applicable.

If the evaluator is a peer, the building administrator should be notified.



BOWLING GREEN CITY SCHOOL DISTRICT GUIDANCE COUNSELOR IMPROVEMENT PLAN- EVALUATION C-9

Guidance	Scho	ol
Counselor Name	Year	/Building
Evaluator Name	Date	of
	Cont	erence

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following actions have been taken:

Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

The Improvement Plan should continue for time specified:

Non-renewal is recommended.

Improvement Plan Evaluation Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Guidance Counselor's Signature:	Date:
Evaluator's Signature:	Date:
Evaluator s Signature.	Date.

The evaluator's signature above verifies that the proper procedures in the local contract have been followed. Evaluator should send a completed copy of this form including signatures to Personnel Office by May 30 with the Summative Evaluation Form. If the evaluator is a peer, the building administrator should be notified.

If the evaluator is a peer, the building administrator should be notified. Additional details being finalized.

APPENDIX D

BOWLING GREEN SCHOOL DISTRICT

GRIEVANCE REPORT FORM	NUMBER	
Date of Grievance Occurred:		
Date of Filed (Today's Date):		
Grievant	Assignment	
INFORMAL STEP:		
Date of Discussion:		
Persons Present:		
Step One (1) - Immediate Supervisor:		
Master Contract Section Violated:		
Statement of Grievance:		
Remedy Requested:		
Signature of Grievant:	Date:	
Signature of Acknowledging Recipient:	Date:	
Date of Hearing at Step One (1):		-
Disposition Received at end of Step One (1):		

APPENDIX D

BOWLING GREEN SCHOOL DISTRICT

GRIEVANCE REPORT FORM

NUMBER

Step Two (2) - Superintendent:

Date of Hearing at Step Two (2):

Date of Disposition Received:

Step Three (3) - Request for Mediation:

This issue is being submitted to mediation by FMCS.

Signature of Grievant

Date Submitted to FMCS

Signature of Acknowledgement

Date of Receipt

Step Four (4) - Arbitration:

This grievant and the Association are submitting this grievance to arbitration and have served notice to FMCS of this appeal.

Grievant

Date Submitted to FMCS

Signature of

Signature of Association President

Date of President's Signature

Required number of copies:

- (1) Grievant
- (1) Principals' File (Immediate Supervisor File)
- (2) Superintendent
- (3) Human Resources Administrator
- (4) President of the Association

2019-2020 with 2 level increase

Level	Column A	GF1	Column B	Column C	Column D	GF2	GF3
PE	\$39,250		\$42,100	\$45,100	\$48,100		
Entry	\$40,000		\$43,000	\$46,000	\$49,000		
А	\$40,700		\$43,903	\$46,966	\$50,054		
В	\$41,412		\$44,825	\$47,952	\$51,130		
С	\$42,137	\$43,000	\$45,766	\$48 <i>,</i> 959	\$52,229	\$58 <i>,</i> 450	\$61,900
D	\$42,874	\$43,860	\$46,727	\$49,987	\$53,352	\$59 <i>,</i> 473	\$62,983
E	\$43,625	\$44,737	\$47,709	\$51,037	\$54 <i>,</i> 499	\$60,514	\$64,085
F	\$44,388	\$45 <i>,</i> 632	\$48,711	\$52,109	\$55,671	\$61,573	\$65,207
G	\$45,165	\$46,545	\$49,733	\$53,203	\$56 <i>,</i> 868	\$62 <i>,</i> 650	\$66,348
Н	\$45 <i>,</i> 955	\$47 <i>,</i> 475	\$50,778	\$54,321	\$58 <i>,</i> 090	\$63,747	\$67,509
I	\$46,759	\$48,425	\$51,844	\$55 <i>,</i> 461	\$59 <i>,</i> 339	\$64 <i>,</i> 862	\$68,691
J	\$47,578	\$49 <i>,</i> 393	\$52,933	\$56,626	\$60,615	\$65 <i>,</i> 997	\$69 <i>,</i> 893
К	\$48,410	\$50,381	\$54,045	\$57,815	\$61,918	\$67,152	\$71,116
L	\$49,258	\$51,389	\$55,179	\$59 <i>,</i> 029	\$63,249	\$68,327	\$72 <i>,</i> 360
М	\$50,120	\$52 <i>,</i> 417	\$56,338	\$60,269	\$64,609	\$69 <i>,</i> 523	\$73,627
N	\$50,997	\$53 <i>,</i> 465	\$57,521	\$61,534	\$65 <i>,</i> 998	\$70,740	\$74,915
0	\$51 <i>,</i> 889	\$54,534	\$58,729	\$62,827	\$67,417	\$71,978	\$76,226
Р	\$52,797	\$55 <i>,</i> 625	\$59,963	\$64,146	\$68,867	\$73,237	\$77,560
Q	\$53,721	\$56,738	\$61,222	\$65 <i>,</i> 493	\$70,347	\$74,519	\$78,917
R	\$54,661	\$57 <i>,</i> 872	\$62,507	\$66 <i>,</i> 868	\$71 <i>,</i> 860	\$75 <i>,</i> 823	\$80,298
S	\$55,618	\$59 <i>,</i> 030	\$63,820	\$68,273	\$73 <i>,</i> 405	\$77,150	\$81,704
Т		\$60,210	\$65,160	\$69,706	\$74,983	\$78 <i>,</i> 500	\$83,133
U		\$61,415	\$66,529	\$71,170	\$76 <i>,</i> 595	\$79 <i>,</i> 874	\$84,588
V		\$62,643	\$67,926	\$72 <i>,</i> 665	\$78,242	\$81,272	\$86,069
W			\$69,352	\$74,191	\$79,924	\$82 <i>,</i> 694	\$87 <i>,</i> 575
Х			\$70,809	\$75,749	\$81,643	\$84,141	\$89,107
Y			\$72,296	\$77,340	\$83,398	\$85 <i>,</i> 613	\$90,667
Z			\$73,814	\$78,964	\$85,191	\$87,112	\$92,253
Max			\$75,364	\$80,622	\$87,023	\$88,636	\$93,868

2020-2021 with 0.5% base increase

Level	Column A	GF1	Column B	Column C	Column D	GF2	GF3
Entry	\$40,200		\$43,215	\$46,230	\$49,245		
А	\$40,904		\$44,123	\$47,201	\$50,304		
В	\$41,619		\$45,049	\$48,192	\$51,385		
С	\$42,348	\$43,215	\$45,995	\$49,204	\$52 <i>,</i> 490	\$58,742	\$62,210
D	\$43,089	\$44,079	\$46,961	\$50,237	\$53,619	\$59,770	\$63 <i>,</i> 298
E	\$43,843	\$44,961	\$47,947	\$51,292	\$54,771	\$60,816	\$64,406
F	\$44,610	\$45 <i>,</i> 860	\$48,954	\$52 <i>,</i> 369	\$55 <i>,</i> 949	\$61,881	\$65 <i>,</i> 533
G	\$45,391	\$46,777	\$49,982	\$53 <i>,</i> 469	\$57,152	\$62,963	\$66,680
Н	\$46,185	\$47,713	\$51,032	\$54,592	\$58,381	\$64,065	\$67,847
I	\$46,993	\$48,667	\$52,103	\$55,739	\$59 <i>,</i> 636	\$65,186	\$69,034
J	\$47,816	\$49,640	\$53,198	\$56,909	\$60,918	\$66,327	\$70,242
К	\$48,652	\$50 <i>,</i> 633	\$54,315	\$58,104	\$62,228	\$67,488	\$71,471
L	\$49,504	\$51,646	\$55,455	\$59,324	\$63 <i>,</i> 566	\$68,669	\$72,722
М	\$50,370	\$52 <i>,</i> 679	\$56,620	\$60,570	\$64,932	\$69,871	\$73 <i>,</i> 995
Ν	\$51,252	\$53 <i>,</i> 732	\$57 <i>,</i> 809	\$61,842	\$66 <i>,</i> 328	\$71,093	\$75 <i>,</i> 290
0	\$52,149	\$54 <i>,</i> 807	\$59,023	\$63,141	\$67,754	\$72,338	\$76,607
Р	\$53,061	\$55 <i>,</i> 903	\$60,262	\$64,467	\$69,211	\$73,603	\$77 <i>,</i> 948
Q	\$53,990	\$57,021	\$61,528	\$65 <i>,</i> 821	\$70,699	\$74,891	\$79,312
R	\$54,935	\$58 <i>,</i> 162	\$62,820	\$67,203	\$72,219	\$76,202	\$80,700
S	\$55,896	\$59 <i>,</i> 325	\$64,139	\$68,614	\$73,772	\$77,536	\$82,112
Т		\$60,511	\$65,486	\$70,055	\$75 <i>,</i> 358	\$78,892	\$83 <i>,</i> 549
U		\$61,722	\$66,861	\$71,526	\$76 <i>,</i> 978	\$80,273	\$85,011
V		\$62 <i>,</i> 956	\$68,265	\$73,028	\$78 <i>,</i> 633	\$81,678	\$86,499
W			\$69,699	\$74,562	\$80,324	\$83,107	\$88,013
Х			\$71,163	\$76,128	\$82,051	\$84,562	\$89,553
Y			\$72,657	\$77,726	\$83 <i>,</i> 815	\$86,041	\$91,120
Z			\$74,183	\$79 <i>,</i> 358	\$85,617	\$87,547	\$92,715
Max			\$75,741	\$81,025	\$87,458	\$89 <i>,</i> 079	\$94,337

Appendix E-3

2021-2022 with 0.5% base increase

Level	Column A	GF1	Column B	Column C	Column D	GF2	GF3
Entry	\$40,401		\$43,431	\$46,461	\$49,491		
А	\$41,108		\$44,343	\$47,437	\$50,555		
В	\$41,827		\$45,274	\$48,433	\$51,642		
С	\$42,559	\$43,431	\$46,225	\$49,450	\$52,753	\$59,036	\$62,521
D	\$43,304	\$44,300	\$47,196	\$50,489	\$53 <i>,</i> 887	\$60,069	\$63,615
E	\$44,062	\$45,186	\$48,187	\$51,549	\$55 <i>,</i> 045	\$61,120	\$64,728
F	\$44,833	\$46,089	\$49,199	\$52,631	\$56,229	\$62,190	\$65,861
G	\$45,618	\$47,011	\$50,232	\$53,737	\$57 <i>,</i> 438	\$63,278	\$67,013
Н	\$46,416	\$47,951	\$51,287	\$54,865	\$58,673	\$64,386	\$68,186
Ι	\$47,228	\$48,910	\$52,364	\$56,017	\$59,934	\$65,512	\$69,379
J	\$48,055	\$49,889	\$53,464	\$57,194	\$61,223	\$66,659	\$70,593
К	\$48,896	\$50,886	\$54,586	\$58,395	\$62,539	\$67,825	\$71,829
L	\$49,751	\$51,904	\$55,733	\$59,621	\$63 <i>,</i> 883	\$69,012	\$73,086
М	\$50,622	\$52,942	\$56,903	\$60,873	\$65,257	\$70,220	\$74,365
N	\$51,508	\$54,001	\$58 <i>,</i> 098	\$62,151	\$66,660	\$71,449	\$75,666
0	\$52,409	\$55,081	\$59,318	\$63,456	\$68,093	\$72,699	\$76,990
Р	\$53 <i>,</i> 326	\$56,183	\$60,564	\$64,789	\$69,557	\$73,971	\$78,338
Q	\$54,260	\$57,306	\$61,836	\$66,150	\$71,053	\$75,266	\$79 <i>,</i> 708
R	\$55 <i>,</i> 209	\$58,453	\$63,134	\$67,539	\$72 <i>,</i> 580	\$76,583	\$81,103
S	\$56,175	\$59,622	\$64,460	\$68,957	\$74,141	\$77,923	\$82,523
Т		\$60,814	\$65,814	\$70,405	\$75,735	\$79,287	\$83,967
U		\$62,030	\$67,196	\$71,884	\$77 <i>,</i> 363	\$80,674	\$85,436
V		\$63,271	\$68,607	\$73,393	\$79 <i>,</i> 026	\$82,086	\$86,931
W			\$70,048	\$74,935	\$80,725	\$83,523	\$88,453
Х			\$71,518	\$76,508	\$82,461	\$84,984	\$90,001
Y			\$73,020	\$78,115	\$84,234	\$86,472	\$91,576
Z			\$74,554	\$79,755	\$86,045	\$87,985	\$93,178
Max			\$76,119	\$81,430	\$87 <i>,</i> 895	\$89,525	\$94,809

Appendix F Bowling Green City Schools SUPPLEMENTAL SALARY SCHEDULE 2019-2022

	SUPPLEMENTAL SALARY SCHEDULE 2019-2022						
BLDG		Position	Salary				
HS	Football	Head Coach	7,874				
HS	Football	Assistant Coach	4,993				
HS	Football	9 th Grade Coach	4,033				
HS	Football	Equipment Manager	3,169				
HS	Basketball	Head Coach-Boys	7,874				
HS	Basketball	Assistant Coach- Boys	4,993				
HS	Basketball	9 th Grade Coach- Boys	4,033				
HS	Basketball	Head Coach-Girls	7,874				
HS	Basketball	Assistant Coach- Girls	4,993				
HS	Basketball	9 th Grade Coach- Girls	4,033				
HS	Baseball	Head Coach	6,338				
HS	Baseball	Assistant Coach	4,417				
HS	Baseball	9 th Grade Coach	4,033				
HS	Softball	Head Coach	6,338				
HS	Softball	Assistant Coach	4,417				
HS	Soccer	Head Coach- Boys	6,338				
HS	Soccer	Assistant Coach- Boys	4,417				
HS	Soccer	Head Coach- Girls	6,338				
HS	Soccer	Assistant Coach- Girls	4,417				
HS	Volleyball	Head Coach	6,338				
HS	Volleyball	Assistant Coach	4,417				
HS	Volleyball	9 th Grade Coach	-				
HS	Wrestling	Head Coach	4,033				
HS	Wrestling	Assistant Coach	6,338				
HS	Wrestling		4,417				
HS	Hockey	9 th Grade Coach	4,033				
HS		Head Coach	6,338				
HS	Hockey	Assistant Coach	4,417				
HS	Track	Head Coach	6,338 4,417				
	Track	Assistant Coach	,				
HS	Cross Country	Head Coach	4,993				
HS	Cross Country	Assistant	4,033				
HS	Golf	Head Coach- Boys	4,417				
HS	Golf	Head Coach- Girls	4,417				
HS	Tennis	Head Coach- Boys	4,417				
HS	Tennis	Head Coach- Girls	4,417				
HS	Bowling	Head Coach- Boys	1,632				
HS	Bowling	Head Coach- Girls	1,632				
HS	Swimming	Head Coach	6,338				
HS	Swimming	Assistant Coach	4,417				
HS	Lacrosse	Head Coach	6,338				
HS	Lacrosse	Assistant Coach	4,417				
HS	Cheerleading	Head Coach- All Seasons	4,993				
HS	Cheerleading	9 th Grade Coach – All Seasons	4,033				
HS	Weight Room Supervisor	Fall (Aug., Sept., Oct.)	1,632				
HS	Weight Room Supervisor	Winter (Nov., Dec., Jan.)	1,632				
HS	Weight Room Supervisor	Spring (Feb., Mar., Apr.)	1,632				

HS	Weight Room Supervisor	Summer (May, June, July)	1,632
HS	Orchestra	Director	3,169
HS	Marching Band	Director	7,682
HS	Marching Band	Assistant Director	4,801
HS	Instrumental Music	Director	3,169
HS	Drama	Director	3,745
HS	Musical	Director	2,113
HS	Musical	Producer	2,113
HS	Musical	Director of Choreography	2,113
HS	Musical	Vocal Director	2,113
HS	Musical	Director of Orchestral Music	2,113
HS	Choral Music	Director	3,169
HS	Yearbook	Advisor	1,440
HS	Quiz Bowl	Advisor	1,440
HS	SAB	Advisor	1,440
HS	Key Club	Advisor	1,440
HS	Model United Nations	Advisor	3,169
HS	Prom	Advisor	1,000
HS	National Honor Society	Advisor	864
	National Honor Coolety	7,441001	001
MS	All Sports	Athletic Director	7,682
MS	Football	8 th Grade Coach	3,361
MS	Football	7 th Grade Coach	3,361
MS	Volleyball	8 th Grade Coach	3,361
MS	Volleyball	7 th Grade Coach	3,361
MS	Cross Country	Coach	3,361
MS	Cross Country	Coach	3,361
MS	Wrestling	Coach	3,361
MS	Wrestling	Coach	3,361
MS	Basketball	8 th Grade Coach- Boys	3,361
MS	Basketball	7 th Grade Coach- Boys	3,361
MS	Basketball	8 th Grade Coach- Girls	3,361
MS	Basketball	7 th Grade Coach- Girls	3,361
MS	Track	Coach	3,361
MS	Track	Coach	3,361
MS	Track	Coach	3,361
MS	Track	Coach	3,361
MS	Cheerleading	Coach- All Seasons	3,361
MS	Yearbook	Advisor	1,152
MS	Quiz Bowl	Advisor	1,248
MS	Instrumental Music	Advisor	2,593
MS	Orchestra	Advisor	2,593
MS	Choral Music	Advisor	2,593
_			,
ELEM	Camp	Counselor	1,056
ELEM	Safety Patrol	Advisor	1,440
			, -
DIST	Technology	Representative	5,185
DIST	LPDC	Chair	1,825

Appendix G

CERTIFICATED / LICENSED STAFF COURSE APPROVAL FOR SALARY ADVANCEMENT

(Please complete this form <u>before</u> enrolling in course)

Employee Name				School	
	Employee #		SS#	Subject/Grade Level	
	Today's Date	e			
	Summer	Date	0	Hours of Academic Credit**	

Summer Fall or Spring	Date Course Begins	Course Number	Course Title	Credit** in Semester Hours	Name of Accredited College or University

Describe how these courses are pertinent to your position:

** Only graduate level academic credits, as defined herein, may be used for movement on the salary schedule. Graduate academic credit is defined as course work taken from an accredited university designated as academic credit by said university. The individual does not have to be enrolled in the graduate program. Coursework must be pertinent to the employee's current classroom teaching assignment(s).

Superintendent Signature:	Date:
Office Use Only	
(See Master Agreement for further details.)	
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Letter of Understanding

Re: Professional Standards

In the course of our recent negotiations concerning a new labor agreement, there was discussion concerning Section 4.8, Professionalism, of the agreement. As discussion proceeded, the Board of Education agreed to withdraw its proposal on this Section, subject to the understanding set forth in this letter.

It is understood that the Association will redouble its efforts to encourage its members to observe the professionalism standards set forth in Section 4.8. More particularly, with respect to the issues of dress, manner and conduct, the Association and the Board will jointly commit to high standards and a recognition that teachers serve as important role models for their students. This message will be incorporated into the orientation program for the new teachers and the opening day program for all teachers. Following the opening of school, both the Board and the Association will continue through the Communications Committee and other available forums to emphasize the importance of having teachers observe high standards of dress, manner and conduct and to serve as positive role models for their students.