

# **COLLECTIVE BARGAINING AGREEMENT**

between

**BOWLING GREEN CITY SCHOOLS  
BOARD OF EDUCATION**

and

**BOWLING GREEN EDUCATION  
ASSOCIATION, INC.**



**Bowling Green Education  
Association**

**Effective**

**July 1, 2022 – June 30, 2024**

**MASTER AGREEMENT 2022-2024**  
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# **COLLECTIVE BARGAINING AGREEMENT**

between

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

**Effective from July 1, 2022 to June 30, 2024**

## **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 first pay in June. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule 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, 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 off 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. The cancellation period is from August 1 to August 31 each year.

## **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.
4. 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).

## **Section 2.5 - General**

- 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 Board will be responsible for the preparation of the final contract document. The cost of 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.
- F. If an employee on pregnancy or adoption-related disability leave is without accumulated sick leave, said employee shall only be responsible for the employee portion of medical benefits.

### **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 a teacher starts employment after the beginning of the school year, he/she will receive a prorated amount of personal leave as follows:

<b>If the first day worked is:</b>	<b>Number of Personal Days*</b>
First day of school – November 15	3
November 16 – February 15	2
February 16 – April 15	1
April 16 or later	0

\*Exceptions may be granted by the Superintendent

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.

- I. 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, non-elective 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.

#### **A. General Procedures**

1. 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.

2. 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.”

3. 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.
  4. The application shall be submitted to the Director of Human Resources on the form provided in Appendix H-2.
- B. Enrollment shall be during the month of September each year. New teachers hired after September 30<sup>th</sup> 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. The one-time contribution of one (1) accumulated sick day will keep members enrolled until he or she withdraws.
  - Enrollment is completed by filling out the form in Appendix H-1 and submitting it to the District Director of Human Resources. It is the Association’s responsibility to remind members of the enrollment period.
  - 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.
- C. Sick Leave Bank Committee shall be composed as follows:
1. The Director of Human Resources.
  2. The Treasurer or his/her designee.
  3. 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 one-year 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. At the end of seven (7) years of employment in the District, providing the staff member achieves an overall rating of Skilled or Accomplished on their evaluation, the professional staff member may be issued a continuing contract.
- B. Teachers eligible for continuing contract shall be those teachers qualified as described in Ohio Revised Code 3319.08 and 3319.11, and who:
  - 1. Within the last five (5) years have taught for at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the District, but the Board, upon recommendation of the Superintendent, may, at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.
  - 2. Believes he or she may be eligible for a continuing contract shall notify the Board via the Director of Human Resources by January 1 of the school year that the Board will consider granting the continuing contract. The employee shall communicate in an email or in writing. It is the employee's responsibility to make this application.
- C. 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 first day of work for the new teacher, and must be in writing and contain documentation concerning prior work experience. Final decision of appeal shall be made by the Superintendent.

- D. All new employees shall be given a current Master Agreement at the time of initial paperwork signing. This shall be completed by the Director of Human Resources.
- E. New teachers shall be notified in writing at contract issuance if they are leave replacements.
- F. 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.
- G. 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.
- H. Bargaining unit members will be provided with a salary notice before August 1st. Grade level assignment as well as specific subject areas at the elementary level and 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 31<sup>st</sup> 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.

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.
- F. **TIMELINE:**

<b>PARAGRAPH</b>	<b>ACTION</b>	<b>DEADLINE</b>
A	Superintendent's Notification	April 30
B	Teacher Request for Conference	2 teacher work days of Superintendent's notice in A
B	Conference with Superintendent/ Designee	5 teacher work days of request for conference in B
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.
  6. 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 - OTES 2.0**

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**

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

Evaluation Factors: A teacher's evaluation shall be based on evidence gathered in a variety of avenues, including professional growth or improvement plans, formal observations, walkthroughs, conferences, evidence of practice, and everyday interactions with the teacher.

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

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

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

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

Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of Ineffective. A teacher with a Final Holistic rating of Ineffective will be placed on an Improvement Plan. The approved form for the Improvement Plan is attached to this agreement as Appendix A.

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

Teacher of Record: A teacher who is:

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

#### **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. To inform employment decisions.

#### **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, or 3319.26, 3319.222 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

B. The district may elect not to conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;
2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

#### **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.

- C. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.
- D. Should an unforeseen emergency arise, a new evaluator shall be assigned by the Director of Curriculum.
- E. Upon request of the teacher, the teacher shall be assigned a new evaluator if the evaluator received an "Ineffective" rating on his/her most recent evaluation.

#### **4.7.5 Evaluation Committee**

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

#### **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 (1) ad hoc non-voting member to assist and/or attend committee meetings. The size of this committee may be adjusted to be larger, but never smaller, with a mutual agreement between the BGEA and the Superintendent.
- 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. The cost, if any, shall be borne by the Board of Education.

#### **C. Compensation**

Any committee work performed outside of the contractual work day will be paid at the Master Agreement prescribed rate.

#### **D. Secretarial Support**

The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notifications, 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 Notification**

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.

#### **4.7.7 Training**

##### **A. Evaluators**

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

#### **4.7.8 Schedule for Evaluation**

- A. The evaluation shall be completed not later than the first (1<sup>st</sup>) 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 (10<sup>th</sup>) 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 (3) formal observations will be completed.

#### **4.7.9 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 Evaluation Factors set forth in 4.7.1.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be recorded by video or audio devices.

#### **4.7.10 Observations**

##### **A. Schedule of Observations**

1. The Board shall perform (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.
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.
3. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.
4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, or any leave of absence of more than three (3) days.
5. All formal observations shall be announced.

##### **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 unless mutually waived by the teacher and evaluator.
2. A post conference shall be held after each formal observation. The post conference shall take place not more than ten (10) working days following the formal observation barring any extenuating or unforeseen circumstance. Teachers shall be given the opportunity to provide evidence, which may be utilized to inform the evaluator's rating in all areas of the observation and shall include discussion of the progress being made on the teacher's professional growth or improvement plan.

#### **4.7.11 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. No fewer than two (2) walkthroughs shall be included in each evaluation cycle.
- D. The teacher shall be provided a copy of the walkthrough form.
- E. Teachers may request a walkthrough at any time.

#### **4.7.12 High-Quality Student Data (HQSD)**

- A. Each evaluation shall contain at least two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.
- B. HQSD Committee – In accordance with the Ohio Department of Education's recommendations, BGCS will create a committee of teachers and administrators to act as the experts in the field of education for local approval of HQSD measures.
  - 1. This committee shall be composed of 2 elementary teachers, 2 secondary teachers, 2 specialists (encore, intervention, etc.), and 3 administrators (1 elementary, 1 secondary, and 1 central administration). The teacher portion of the committee shall be assigned by BGEA. The size of this committee may be adjusted to be larger, but never smaller, with a mutual agreement between BGEA and the Superintendent.
  - 2. The HQSD committee shall identify the HQSD measures in place at BGCS. Additionally, this committee will identify the areas in which HQSD does not exist and shall identify HQSD measures to close these gaps.
  - 3. This committee shall review any additional requests for HQSD.
- C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:



1. Knowledge of the students to whom the teacher provides instruction;
2. The teacher's use of differentiated instruction practices;
3. Assessment of student learning;
4. The use of assessment data;
5. Professional responsibility and growth.

D. No Evaluation Factor shall be impacted solely upon assessment data.

#### **4.7.13 Final Holistic Summative Evaluation**

##### **A. Written Report**

1. Before the evaluation cycle is final, and not later than May 10, a copy of the Final Holistic Summative 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 Final Holistic Summative Evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Evidence gathered during the walkthroughs, observations and direct interactions between the evaluator and teacher that are conducted for the current school year may be used.
2. A teacher may provide evidence to the evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational process, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented will be considered in the evaluator's assessment of the teacher.
3. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
4. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
5. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures may be used.

6. The evaluation report shall be completed, signed by both parties, and filed with the Director of Human Resources no later than May 10.
7. Any teacher who received an evaluation rating of "Skilled" may not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
8. Any teacher who received an evaluation rating of "Accomplished" may not be subject to another evaluation cycle until the third school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.
9. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.
10. In any year that a teacher is not formally evaluated, an evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher.
11. Teachers rated "Accomplished" or "Skilled" may voluntarily choose to be evaluated before the excused window expires.

#### C. Response to Final Holistic Summative Evaluation

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 within ten (10) days of receipt of the evaluation. A copy shall be provided to the teacher.

#### **4.7.14 Evaluation Cycle**

- A. For Teachers who have been assigned the rating of "Accomplished" or "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 (1) formal observation;
  - One (1) conference.

#### **4.7.15 Professional Development**

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

1. Teachers with a Final Holistic Summative Evaluation rating of "Accomplished" will develop a self-directed professional growth plan each year.

2. Teachers with a Final Holistic Summative Evaluation rating of “Skilled” will collaboratively develop a professional growth plan with their evaluator.
  3. Teachers with a Final Holistic Summative Evaluation rating of “Developing” will develop a professional growth plan that is guided by their evaluator.
  4. Teachers with a Final Holistic Summative Evaluation rating of “Ineffective” will be placed on an improvement plan by their assigned evaluator.
  5. Teachers who are new to the profession or the District will develop a professional growth plan collaboratively with their evaluator.
  6. The District will provide teachers with District and/or building goals and/or initiatives for purposes of aligning goals.
- B. Professional growth plans and improvement plans for a school year shall be developed no later than October 1 and shall describe specific performance expectations, resources and assistance to be provided.
- C. The Board shall provide 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.
- D. The improvement plan shall include:
1. Specific, measurable instructional practices to be observed;
  2. Specific, evidence-based resources, and assistance to be provided;
  3. Clearly articulated timelines for the completion of the plan; and
  4. Monetary, time-material, and human resources sufficient to realize the expectations set forth in the plan; and
  5. Shall utilize the form found in Appendix A of this agreement.
  6. The District may assign a mentor teacher/coach to assist the teacher in the professional improvement plan.
- E. No professional growth plan will have more than one (1) goal per Evaluation Cycle.

#### **4.7.16 Due Process**

- A. A teacher shall be notified of the right to Association 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.

## **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 C.
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 C) 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 to 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

1. 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.
2. 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

1. 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

1. 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.

1. Elementary Class Size (K-5)

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

## 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.

- I. 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 library media specialists and up to seven (7) days of extended service time for the secondary school counselors 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 - Administration-Association Labor Management Committee**

- A. The Administration and the Association (its designated representatives) may meet to discuss matters of mutual interest. This committee is a professional labor-management committee created to establish better communication between the parties. The discussion of formal grievances is not a function of this committee, except as set forth in paragraph (E) below, nor shall it be used to circumvent the negotiations process set forth in this Master Agreement.
- B. A meeting shall be held each year in September, November, January, February, March, April and May. Additional meetings may be held by mutual agreement. Meetings will be limited to one (1) per month, unless mutually agreed upon to have additional meetings. Meetings may be mutually suspended by the Association President and the Superintendent.
- C. All meetings shall be held in a school district building and shall be held at a mutually agreeable time. The meetings shall not exceed two (2) hours, unless the parties mutually agree to extend the meeting time beyond the two (2) hours.
- D. The Administration representatives shall include the Superintendent as well as any other necessary administrative personnel, as requested by the Association or Superintendent. The Association's representatives shall include the President of the Association, the Vice Presidents of the Association, and one teacher from any building not represented by the previous three individuals. Additional administrators or teachers may be requested to participate.
- E. Agenda - Some purposes for Labor Management meetings may include:
  - 1. Discuss the administration of this Agreement;
  - 2. Notify the BGEA of meaningful and/or district-wide changes made by the Administration which may affect bargaining unit members;
  - 3. Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by the parties;
  - 4. Disseminate general information of interest to the parties;
  - 5. Give the BGEA representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
  - 6. Discuss ways to improve efficiency and work performance; or consider and discuss health, safety, and training matters.
- F. General questions or issues to be discussed during 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.
1. 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.
  2. 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 day on the opening day of school for an entire certificated/licensed staff convocation and building staff meetings.
    - b. One (1) work day – the day following the opening professional day for work in buildings.
    - c. One (1) professional day – as designated by the Superintendent.
    - d. Two (2) professional days – One day after the first (1<sup>st</sup>) and one day after the third (3<sup>rd</sup>) quarter. These days will serve as completion of records, professional development, or other educational opportunities as directed by the Superintendent or his designee. Required meetings will not exceed more than 3.5 hours during these days
    - e. One (1) work 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) work 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:
    - 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, 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. Times may be adjusted under extenuating circumstances, as mutually agreed upon by teachers and the building administrator.
- 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 (HQPDP) 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 Twenty dollars (\$20) per hour.
- 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 five teachers and three or four members representing administration. 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 electronically to each 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 licensure when appropriate.

## Professional Development Design

- The LPDC will consult with the Curriculum Department to guide and assist in the planning, implementation, and valuation of professional development for the District. LPDC will in this capacity serve as the Professional Development Committee. All final decisions will rest with the Curriculum Director with input from the LPDC committee.

## 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. Selection of Mentors

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. Reassigning of Mentors

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 unless the complaint implicates Title IX, child abuse, or criminal law violations:

- 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**

- 1. 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

1. 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 the 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 Director of Human Resources 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 in this Section of the Master Agreement 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:

	2022-2023	2023-2024
Family Rate	16.75%	20% not to exceed \$575/month
Single Rate	16.75%	20% not to exceed \$285/month

- 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:

Retail (30-Day Supply):

\$10 generic

\$20 formulary

\$30 dispense as written (non-formulary)

Mail Order (90-Day Supply):

\$20 generic

\$40 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.
- G. 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. There is no Board contribution to an employee's HSA under this option.
- 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-four (24) pays per calendar year. (25 in 2022-23)
- 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.

2. Pay dates will be on the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of the month. If a pay date falls on a weekend or a bank holiday, the pay date will be the preceding banking day.

### **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**

- A. Any certificated/licensed staff member who waives the right to health insurance for a benefit year (January 1 through December 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.
- B. 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.
- C. Should a certificated/licensed staff member elect to participate in the program, the certificated staff member must complete a written notification of waiver and verification of alternative coverage to the Treasurer during open enrollment or at the time of hiring. Such waiver shall remain in effect from year to year unless changed by the member.

### **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, 2022 through June 30, 2024, 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 shall be eligible for a one-time \$40,000 severance bonus. The bargaining unit member must submit a letter of resignation to the Superintendent for the purpose of retirement by December 1, 2022 for an effective retirement date with STRS on or before July 1, 2023 or by December 1, 2023 for an effective retirement date with STRS on or before July 1, 2024 to be eligible for this payment. Failure of a bargaining unit member to retire with STRS on or before July 1, 2023 or on or before July 1, 2024 will result in the total forfeiture of all rights to the one-time \$40,000 severance bonus. Payment shall be made within sixty (60) calendar days of receipt of final certification of retirement from active service by STRS to the Board. This retirement incentive automatically expires June 30, 2024.

## **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. If the grievance is not appealed to the Superintendent within ten (10) working days, the grievance shall no longer exist. 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) working 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. If the grievance is not advanced to mediation within five (5) working days, the grievance shall no longer exist.

#### 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. If the grievance is not submitted to arbitration within fourteen (14) working days, the grievance shall no longer exist.

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. 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.
- e. 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. Level Increment Movement: 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 re-hired for the following year.
- j. 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.
- k. For purposes of the Agreement, the Entry Level Salaries for this schedule are indicated below by column and level:

<b>Educational Columns (Vertical)</b>	<b>Increments Level (Horizontal)</b>
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

#### 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 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. This should be for both regular and special Board meetings.

### **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, 2022, and will continue in full force and effect until midnight, June 30, 2024, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

For the Bowling Green Education Association

For the BGCS Board of Education

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# Appendix A

## OTES Evaluation Documents

**Self-Assessment Summary Tool**

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard.

Then, look across all of the standards holistically and identify two priorities for the upcoming year.

Note these two priorities with check marks in the far-right column.

**Name:**

**Date:**

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content-specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio's Learning Standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio's Learning Standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance of an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			



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Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"><li>• Understanding of and adherence to professional ethics, policies and legal codes</li><li>• Engagement in continuous, purposeful professional development</li><li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li></ul>			
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## Bowling Green City Schools Professional Growth Plan A-2

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

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

Teacher Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_  
☐ Self-Directed (Accomplished)      ☐ Jointly Developed (Skilled)      ☐ Evaluator Guided (Developing)

Choose the <b>Domain(s)</b> aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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





## Improvement Plan A-3

Teacher Name: \_\_\_\_\_

Grade Level/Subject: \_\_\_\_\_

School Year: \_\_\_\_\_

Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

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

**Section 2: Desired Level of Performance**—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

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



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

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

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

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

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Comments:

Date for Improvement Plan to be evaluated: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



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### Improvement Plan: Evaluation of Plan

Teacher  
Name:

Grade Level/  
Subject:

School year:

Building:

Date of Evaluation:

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

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

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

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

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Teacher Performance Evaluation Rubric A-4

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>FOCUS FOR LEARNING</b> (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)  <i>Possible Sources of Evidence:</i> pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments	<b>Use of High-Quality Student Data</b>  Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).  The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	<b>Evidence</b>				
	<b>Connections to prior and future learning</b>  Element 1.2 Element 2.1 Element 2.2		The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content,





**Bowling Green City Schools**

	Element 2.4 Element 2.5			communicate the connections to students.	other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<b>Evidence</b>				
	<b>Connections to state standards and district priorities</b>  Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.  The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	<b>Evidence</b>				
<b>KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</b>	<b>Planning instruction for the whole child</b>  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.



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



**Bowling Green City Schools**

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





					learning needs of individual students.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
<b>CLASSROOM ENVIRONMENT</b> <b>(Standard 1: Students, Standard 5: Learning Environment)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	<b>Classroom routines and procedures</b>  Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence				
	<b>Classroom climate and cultural competency</b>  Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.

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# **Bowling Green City Schools**

			The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	<b>Evidence</b>				
	<b>Evidence of student learning</b> Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	<b>Evidence</b>				

<b>ORGANIZATIONAL AREA: PROFESSIONALISM</b>					
<b>Domains</b>	<b>Components</b>				
		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	<b>Communication and collaboration with families</b>  Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.





## Bowling Green City Schools

Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review	<b>Evidence</b>				
	<b>Communication and collaboration with colleagues</b>  Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	<b>Evidence</b>				
	<b>District policies and professional responsibilities</b>  Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.  The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	<b>Evidence</b>				
	<b>Professional learning</b>  Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action



**Bowling Green City Schools**

				takes appropriate action to meet the goals.	to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence				



## High-Quality Student Data Verification Form A-5 (Optional)

Teacher Name:

Evaluator Name:

Content Area(s):

Grade Level(s):

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

**The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:**

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

**AND**

**The teacher must use the data generated from the high-quality student data instrument by:**

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments:

Teacher Signature:

Date:

HQSD Approval Signature:

Date:



Bowling Green City Schools

## Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0 A-6

### Walkthrough: General Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

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

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

--



**Bowling Green City Schools**

**Evaluator Summary Comments:**

--

Evaluator Signature: \_\_\_\_\_

☐ Photocopy to Teacher





Bowling Green City Schools

## Post Conference Summary - Formal Holistic Observation A-7

Teacher Name:

Evaluator:

School:

Observation Date:

Grade/Class:

<b>Observation Notes</b>	
<b>Area of Reinforcement</b>	
<b>Focus Area</b>	
<b>Professional Growth Plan Review</b>	



Bowling Green City Schools

## Final Holistic Summative Evaluation A-8

Teacher Name:

Evaluator:

School:

Observation Date:

Grade/Class:

	Observation Dates & Times	Post Observation Conference Date
Holistic Observation		
Focused Observation 1		
Focused Observation 2 (as needed)		

Professional Growth Plan	Progress Made Yes      No	Comments:
--------------------------	------------------------------	-----------

Sources of High-Quality Student Data (Must use at least 2):	
Reinforcement(s)	
Focus Area(s)	
Observation Notes	



**Bowling Green City Schools**  
**Final Performance Rating**

**Ineffective:** A rating "ineffective" indicated that the teacher consistently fails to demonstrate competency. The teacher is not effectively meeting the needs of his or her students. The teacher requires immediate assistance through ongoing intensive support.

**Developing:** This rating indicates the teacher is working to utilize his or her growing knowledge and skills. A rating of "developing" indicates that the teacher demonstrates competency in some of the teaching standards but may struggle with others. The teacher attempts to meet the needs of the whole group. The "developing" teacher is in the process of refining his or her skills and abilities. The teacher strives to improve his or her instructional and professional practice. The teacher may be making progress, but performance requires ongoing professional support for necessary growth to occur.

**Skilled:** This rating is the rigorous, expected performance level. A rating of "skilled" indicates that the teacher consistently meets expectations for performance and fully demonstrates competency in most of the teaching standards. The teacher addresses the needs of groups of students. The "skilled" teacher integrates knowledge, skills, and abilities needed for effective classroom instruction. The teacher consistently strives to improve his or her instructional and professional practice. The "skilled" professional demonstrates purposefulness, flexibility, and consistency.

**Accomplished:** This rating is the highest level of achievement. A rating of "accomplished" indicates that the teacher consistently meets expectations for performance and fully demonstrates competency in most or all of the teaching standards. The teacher addresses the needs of individual students. The "accomplished" teacher uses a strong foundation of knowledge, skills, and abilities to innovate and enhance their classroom, building, and potentially the profession. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school, building or district through the development and mentoring of colleagues. The "accomplished" teacher is a leader who empowers and influences others.

	Ineffective	Developing	Skilled	Accomplished
Final Holistic Summative Rating				

\_\_\_\_\_  
 Evaluator's Signature

\_\_\_\_\_  
 Teacher's Signature\*

\_\_\_\_\_  
 Conference Date

\_\_\_\_\_  
 Conference Date

Teacher: \_\_\_\_\_ I do not wish to attach a response to this form

Response: \_\_\_\_\_ I do wish to attach a response to this evaluation with five (5) workdays of the Summary Evaluation

\*Signature indicates that staff member has reviewed the form. Signature does not necessarily indicate agreement with the content of the report.



Bowling Green City Schools

## Post Conference Summary - Formal Focused Observation A-9

Teacher Name:

Evaluator:

School:

Observation Date:

Grade/Class:

<b>Observation Notes</b>	
<b>Progress Related to Specific Focus Area</b>	
<b>Professional Growth Plan Review</b>	



Bowling Green City Schools

## Post Conference Summary - Off Year Single Observation A-10

Teacher Name:

Evaluator:

School:

Observation Date:

Grade/Class:

Observation Notes	
Area of Reinforcement	
Focus Area	
Professional Growth Plan Review	

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Conference Date

\_\_\_\_\_  
Teacher's Signature\*

\_\_\_\_\_  
Conference Date

Teacher ☐ I do not wish to attach a response to this form

Response: ☐ I do wish to attach a response to this evaluation with five (5) workdays of the Summary Evaluation

\*Signature indicates that staff member has reviewed the form. Signature does not necessarily indicate agreement with the content of the report.

## **Appendix B**

### **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.

## Appendix B 2

### Bowling Green City Schools FORMATIVE OBSERVATION SHEET

Teacher	School	Period	Grade and/or Subject	Observer	Date
<b>NA - Not Applicable</b>	<b>NS - Not Satisfactory</b>	<b>NI - Needs Improvement</b>	<b>S - Satisfactory</b>		

**Performance Area 1 (Domain A) Organizing Content Knowledge for Student Learning**      NA    NS    NI    S

- |  |       |       |       |       |
|--|-------|-------|-------|-------|
| 1. Is familiar with relevant aspects of student background and experiences   | _____ | _____ | _____ | _____ |
| 2. Sets goals that reflect performance outcomes  | _____ | _____ | _____ | _____ |
| 3. Articulates clear learning goals  | _____ | _____ | _____ | _____ |
| 4. Includes performance outcomes for district course of study in lesson plans  | _____ | _____ | _____ | _____ |
| 5. Demonstrates an understanding between content previously learned, current content, and content to be learned in the future    | _____ | _____ | _____ | _____ |
| 6. Creates or selects methods, activities, and materials that are appropriate for the students and aligned with the lesson goals | _____ | _____ | _____ | _____ |
| 7. Creates or selects appropriate learning strategies to meet the diverse needs of students                                      | _____ | _____ | _____ | _____ |
| Comments:  |       |       |       |       |

**Performance Area 2 (Domain B) Creating an Environment for Student Learning**

- |   |       |       |       |       |
|---|-------|-------|-------|-------|
| 1. Creates a climate that promotes fairness                             | _____ | _____ | _____ | _____ |
| 2. Establishes and maintains rapport with students                      | _____ | _____ | _____ | _____ |
| 3. Communicates challenging learning expectations to each student       | _____ | _____ | _____ | _____ |
| 4. Establishes and maintains consistent standards of classroom behavior | _____ | _____ | _____ | _____ |
| 5. Makes the physical environment safe and conducive to learning        | _____ | _____ | _____ | _____ |
| Comments:   |       |       |       |       |

**Performance Area 3 (Domain C) Teaching for Student Learning**

- |  |       |       |       |       |
|--|-------|-------|-------|-------|
| 1. Makes learning goals and instructional procedures clear to students   | _____ | _____ | _____ | _____ |
| 2. Makes content comprehensible to students  | _____ | _____ | _____ | _____ |
| 3. Encourages students to extend their thinking  | _____ | _____ | _____ | _____ |
| 4. Monitors student understanding of content by a variety of means, provides feedback to students to assist learning, and adjusts learning activities as the situation demands | _____ | _____ | _____ | _____ |
| 5. Uses instructional time wisely  | _____ | _____ | _____ | _____ |
| Comments:  |       |       |       |       |

**Performance Area 4 (Domain D) Teacher Professionalism**

- |  |       |       |       |       |
|--|-------|-------|-------|-------|
| 1. Reflects on the extent to which the learning goals were met   | _____ | _____ | _____ | _____ |
| 2. Demonstrates a sense of efficacy  | _____ | _____ | _____ | _____ |
| 3. Uses self-evaluation, peer input, and supervisory feedback to continuously grow professionally                                  | _____ | _____ | _____ | _____ |
| 4. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students | _____ | _____ | _____ | _____ |
| 5. Communicates with parents or guardians about student learning   | _____ | _____ | _____ | _____ |
| 6. Assumes personal and professional responsibility  | _____ | _____ | _____ | _____ |
| Comments:  |       |       |       |       |

Additional Comments By Teacher: \_\_\_\_\_ No Comments      \_\_\_\_\_ Comments Attached on Separate Sheet

Date	Signed (indicating knowledge of report)	Administrator
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**Appendix B 3**  
Bowling Green City Schools  
**SUMMATIVE EVALUATION OF CERTIFICATED STAFF**

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
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 \_\_\_\_\_

## Appendix B 4

### BOWLING GREEN CITY SCHOOLS

# ★★★ Professional Goal ★★★

I. Name \_\_\_\_\_ II. Building \_\_\_\_\_ III. School Year \_\_\_\_\_

IV. Position \_\_\_\_\_ V. Date initially discussed with principal/supervisor \_\_\_\_/\_\_\_\_/\_\_\_\_

VI. The specific objective to be targeted (related to my formative observation and evaluation documents, when relevant) is to:

This objective relates to which goal area? (Circle) 1. organize content knowledge for student learning 2. create an environment for student learning 3. teach for student learning 4. demonstrate professionalism

VII. Steps to be taken to achieve the objective:

VIII. Date by which the step will be measured:

IX. Way(s) by which level of success in meeting the step will be measured:

A. _____	A. _____	A. _____
B. _____	B. _____	B. _____
C. _____	C. _____	C. _____
D. _____	D. _____	D. _____
E. _____	E. _____	E. _____

F. (Use the back of this sheet for additional steps to be taken.)

X. Principal/Supervisor's end-of-year summary of teacher's success toward meeting the goal:

XI. Teacher's end-of-year summary of success toward meeting the goal:

XII. Signature of teacher \_\_\_\_\_

XIII. Signature of principal /supervisor \_\_\_\_\_

XIV. Date completed plan was reviewed with principal/supervisor:

\_\_\_\_/\_\_\_\_/\_\_\_\_

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

Teacher	School	Period	Grade and/or Subject	Observer	Date
<div> <div> NA - Not Applicable </div> <div> NS - Not Satisfactory </div> <div> NI - Needs Improvement </div> <div> S - Satisfactory </div> </div>					
<div> <div> <b>Performance Area I: Learning and Teaching</b>  CRITERIA </div> <div> 1. Designs, implements and evaluates instructional lessons/programs to meet the various information and learning needs of students and staff  2. Promotes, through the collaboration with classroom teachers, the integration of information skills in the instructional program  3. Responds to the immediate information needs of students  Comments: </div> <div> NA NS NI S </div> </div>					
<div> <div> <b>Performance Area II: Information Access and Delivery</b>  CRITERIA </div> <div> 4. Promotes a variety of information resources (electronic/print/media)  5. Organizes and maintains accurate databases for circulation and on-line collections  6. Instructs students and staff in the use of available information resources  7. Evaluates, selects and acquires instructional materials to support the instructional program and pleasure reading  Comments: </div> <div> NA NS NI S </div> </div>					
<div> <div> <b>Performance Area III: Program Administration</b>  CRITERIA </div> <div> 8. Plans for, directs and supervises library budgets to maintain resources and materials  9. Organizes and supervises library personnel  10. Directs and organizes the physical facilities and resources of the library  Comments: </div> <div> NA NS NI S </div> </div>					
<div> <div> <b>Performance Area IV: Professional Leadership and Collaboration</b>  CRITERIA </div> <div> 11. Collaborates with colleagues, students, administrators and parents to support the library program  12. Collaborates with other libraries and media centers to provide services to the learning community  13. Participates in professional organizations  Comments: </div> <div> NA NS NI S </div> </div>					
<div> <div> <b>Performance Area V: Interpersonal Relations</b>  CRITERIA </div> <div> 14. Effective interpersonal relationships with students are demonstrated  15. Student self-concept is promoted  16. Student self-discipline and responsibility is fostered  17. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated  18. Praise, acceptance, and redirection are used to encourage student participation  Comments: </div> <div> NA NS NI S </div> </div>					
<div> <div> <b>Performance Area VI: Professional Growth and Responsibilities</b>  CRITERIA </div> <div> 19. A willingness to keep curriculum and instruction practices current is demonstrated  20. The district designated curriculum is followed  21. Board of Education policies and district rules and regulations are supported and followed  22. Professional responsibilities related to non-hardness and attendance are carried out  23. Acceptance and recognition of out-of-class responsibilities are demonstrated  24. The highest standards of professionals are maintained  Comments: </div> <div> NA NS NI S </div> </div>					
<div> <div> ADDITIONAL COMMENTS BY TEACHER: </div> <div> No Comments </div> <div> Comments Attached on Separate Sheet </div> </div>					
<div> <div> Date </div> <div> Signed (indicating knowledge of report) </div> </div>					

# Appendix B 6

## FORMATIVE OBSERVATION SHEET FOR CERTIFICATED/SCHOOL NURSE - Appendix F

School Nurse	School	Period	Grade and/or Subject	Observer	Date																																																																																
	NA - Not Applicable	NS - Not Satisfactory	NI - Needs Improvement	S - Satisfactory																																																																																	
<b>Performance Area I: Health Assessment and Referral</b> <b>CRITERIA</b>																																																																																					
1. Monitors the health status of all students through appropriate assessment, observation, and consultation 2. Plans and implements health counseling, referrals, and follow up to address identified health concerns 3. Attends to referrals in a reasonable time with appropriate feedback 4. Collaborates with members of the community in the delivery of health and social services 5. Utilizes knowledge of community health system and resources Comments:	<table border="1"> <tr><td>NA</td><td>NS</td><td>NI</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	NA	NS	NI	S																	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																					<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																					15. Performs skilled nursing procedures as necessary; follows rules of delegation and supervision as permitted by the Ohio Nurse Practice Act 16. Serves as a liaison between the parents and school staff to help meet the students' special health needs Comments:	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																				
NA	NS	NI	S																																																																																		
<b>Performance Area II: Illness and Injury</b> <b>CRITERIA</b>																																																																																					
6. Assists school personnel, parents, and students to understand and comply with communicable disease control requirements and current health practices 7. Participates in the management of illness and injury occurring at school 8. Provides training and guidelines to enable school personnel to appropriately care for ill or injured students in the nurse's absence Comments:	<table border="1"> <tr><td>NA</td><td>NS</td><td>NI</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	NA	NS	NI	S																	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																					<table border="1"> <tr><td>NA</td><td>NS</td><td>NI</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	NA	NS	NI	S																	17. Effective interpersonal relationships with students are demonstrated 18. Student self-concept is promoted 19. Student self-discipline and responsibility is fostered 20. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated 21. Demonstrates active listening, problem solving, and crisis intervention strategies Comments:	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																				
NA	NS	NI	S																																																																																		
NA	NS	NI	S																																																																																		
<b>Performance Area III: Health Education and School Environment</b> <b>CRITERIA</b>																																																																																					
9. Assists in the development of positive health attitudes and practices through formal and informal instruction 10. Promotes a healthy school environment 11. Confers with the appropriate persons where specific health or safety issues are identified 12. Acts as a resource person to school staff regarding health education, curriculum, activities and materials Comments:	<table border="1"> <tr><td>NA</td><td>NS</td><td>NI</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	NA	NS	NI	S																	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																					<table border="1"> <tr><td>NA</td><td>NS</td><td>NI</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	NA	NS	NI	S																	22. Supports and follows Board of Education and district policies 23. Professional responsibilities related to non-hardness and attendance are carried out 24. Acceptance and recognition of out of class responsibilities are demonstrated 25. Assumes tasks and responsibilities appropriate for a certified school nurse 26. Meets the criteria for school nurse certification as defined by the Ohio Revised Code 27. Maintains the highest standards of nursing ethics and practice Comments:	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																				
NA	NS	NI	S																																																																																		
NA	NS	NI	S																																																																																		
<b>Performance Area IV: Special Needs</b> <b>CRITERIA</b>																																																																																					
13. Facilitates the identification and management of pupils suspected of being abused or neglected 14. Provides health information and makes special recommendations related to the health problems of the handicapped or chronically ill student Revised/Approved 7/17/00	<table border="1"> <tr><td>NA</td><td>NS</td><td>NI</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	NA	NS	NI	S																	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																					<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																					15. Performs skilled nursing procedures as necessary; follows rules of delegation and supervision as permitted by the Ohio Nurse Practice Act 16. Serves as a liaison between the parents and school staff to help meet the students' special health needs Comments:	<table border="1"> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																				
NA	NS	NI	S																																																																																		

ADDITIONAL COMMENTS BY SCHOOL NURSE: ☐ No Comments ☐ Comments Attached on Separate Sheet

Date \_\_\_\_\_ Signed (indicating knowledge of report) \_\_\_\_\_

**FORMATIVE OBSERVATION SHEET FOR CERTIFICATED STAFF/PSYCHOLOGIST - Appendix G**

Teacher	School	Period	Grade and/or Subject	Observer	Date
	NA - Not Applicable	NS- Not Satisfactory	NI - Needs Improvement	S - Satisfactory	

**Performance Area I: Productive Techniques**  
CRITERIA

1. Relates with students in a way that elicits their thoughts and concerns in addition to their best effort on assessment tasks.
2. Conducts evaluations of children's needs, strengths, and weaknesses in a thorough and competent manner.
3. Helps plan for appropriate intervention, placement, and educational programming.
4. Writes child-study reports which communicate and interpret assessment results in a comprehensible and concise style.
5. Consults with individuals and building teams to clarify problems, collect information, and develop behavioral interventions.
6. Relates with parents to assist them in understanding children, coping with concerns, and solving problems.
7. Provides leadership and guidance through the conduct of staffings and parent conferences.
8. Establishes effective collaborative relationships.
9. Demonstrates promptness and dependability in meeting appointments.
10. Has a good working relationship with staff and other professionals.
11. Attends to referrals in a reasonable time.
12. Conducts self in an appropriate professional and ethical manner.

Comments:

**Performance Area II: Interpersonal Relations**  
CRITERIA

13. Effective interpersonal relationships with students are demonstrated
14. Student self-concept is promoted
15. Student self-discipline and responsibility is fostered
16. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated
17. Praise, acceptance, and redirection are used to encourage student participation

Comments:

**Performance Area III: Professional Growth and Responsibilities**  
CRITERIA

18. Board of Education policies and district rules and regulations are supported and followed
19. Professional responsibilities related to non-teacherness and attendance are carried out
20. Acceptance and recognition of out-of-class responsibilities are demonstrated
21. The highest standards of professionals are maintained

Comments:

ADDITIONAL COMMENTS BY TEACHER: \_\_\_\_\_ No Comments

Comments Attached  
\_\_\_\_\_ ☐ Separate Sheet

Date	Signed (indicating knowledge of report)
------	---

Revised/Approved 1/1/00

## 106

Approved 7/17/00

# Appendix C

## School Counselor Evaluation Documents



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

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





C-2

## 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.*

**Step Five: Monitoring**

Over the course of the school year, monitor progress made on each metric of student outcomes.

*Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.*

**Step Six: Analyze Results and Report Results**

At the end of the evaluation process, determine the impact for each student outcome.

*Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.*



C-3

## Assessment of School Counselor Performance

### Ohio School Counselor Evaluation System

#### School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
Ineffective	Developing	Skilled	Accomplished	
The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.	
The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.	
The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.	
Evidence				

**Standard Two: Direct Services for Academic, Career and Social/Emotional Development** – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

**Standard Three: Indirect Services: Partnerships and Referrals** – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
<b>Evidence</b>				

**Standard Four: Evaluation and Data** – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
<b>Evidence</b>				

**Standard Five: Leadership and Advocacy** – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
<b>Evidence</b>				



**Standard Six: Professional Responsibility, Knowledge and Growth** – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
<b>Evidence</b>				

**Metric(s) of Student Outcomes** – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
<b>Evidence</b>				



C-4

## Ohio School Counselor Evaluation System

## Planning for the Post-Observation Conference

### Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

- 1.
- 2.
- 3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

- 1.
- 2.
- 3.

### Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
  - Review conference process
  - General impression question: "How do you think the activity went?"
2. Reinforcing the School Counselor:
  - Identify an area of reinforcement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
3. Refining the School Counselor's Skill:
  - Identify an area of refinement (ONLY one area)
  - Ask self-analysis question
  - Provide evidence from notes
  - Give a recommendation for future practice
  - Present evidence and rating connected to the rubric





# Ohio School Counselor Evaluation System

## Professional Growth Plan

### Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_ ☐ Self-Directed ☐ Collaborative

Goal Statement	Choose the <b>Standard(s)</b> aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.			
	<input type="checkbox"/> Comprehensive School Counseling Program Plan		<input type="checkbox"/> Evaluation and Data	
	<input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development		<input type="checkbox"/> Leadership and Advocacy	
	<input type="checkbox"/> Indirect Services		<input type="checkbox"/> Professional Responsibility, Knowledge & Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Statement	Choose the <b>domain(s)</b> aligned to the <b>Metric of Student Outcomes</b> goal.			
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes		Action Steps & Resources to Achieve Goal	Evidence Indicators
				Dates Discussed

Comments:
-----------

School Counselor: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_



C-6

Ohio School Counselor Evaluation System

Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name:

Activity Observed:

Date:

Evaluator Name:

Time Informal Observation Begins:

Time Informal Observation Ends:

*Directions: 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

☐ Photocopy to School Counselor

\_\_\_\_\_



C-7

## Ohio School Counselor Evaluation System

### Final Summative Rating

#### Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:	Area of refinement:			
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_



C-8

## Ohio School Counselor Evaluation System

### Improvement Plan

#### Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:  
School Year:

Date of Improvement Plan Conference:  
Building:

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

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

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date



C-8

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date : \_\_\_\_\_



C-8

## Ohio School Counselor Evaluation System

### Improvement Plan

#### Improvement Plan: Evaluation of Plan

School Counselor Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

School Year: \_\_\_\_\_

Building: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- ☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
- ☐ Continue with the Improvement Plan for a specified amount of time.      Date: \_\_\_\_\_
- ☐ Recommend dismissal.

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.*

School Counselor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* The level of performance varies depending on school counselor's years of experience

**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



## Appendix E-1

2022-2023

Level	Column A	GFI	Column B	Column C	Column D	GF2	GF3
Entry	\$43,026		\$47,431	\$49,961	\$53,491		
A	\$43,733		\$48,343	\$50,937	\$54,555		
B	\$44,452		\$49,274	\$51,933	\$55,642		
C	\$45,309		\$50,225	\$52,950	\$56,753		
D	\$46,429		\$51,446	\$54,239	\$57,887		
E	\$47,812		\$52,974	\$55,549	\$59,045		
F	\$48,833		\$54,699	\$57,131	\$60,229		
G	\$50,118		\$56,282	\$58,737	\$62,188		
H	\$51,566		\$57,662	\$60,865	\$63,423	\$69,136	
I	\$52,728		\$59,114	\$62,517	\$65,684	\$71,012	
J	\$53,805		\$61,139	\$64,319	\$67,723	\$72,159	
K	\$54,226		\$62,211	\$66,270	\$69,639	\$73,325	\$76,429
L	\$55,251		\$63,483	\$67,746	\$70,633	\$74,512	\$77,686
M	\$56,247		\$64,528	\$69,123	\$72,757	\$75,720	\$78,965
N	\$57,258		\$66,348	\$70,776	\$74,410	\$76,949	\$80,266
O	\$58,659		\$67,443	\$72,081	\$76,343	\$78,324	\$81,590
P	\$59,076		\$68,564	\$73,539	\$78,057	\$79,846	\$82,938
Q	\$59,543		\$69,711	\$74,900	\$79,803	\$81,266	\$84,458
R	\$60,692	\$60,953	\$70,884	\$76,039	\$81,580	\$82,583	\$85,978
S	\$61,175	\$62,122	\$71,960	\$77,332	\$83,446	\$83,923	\$87,648
T	\$61,175	\$63,314	\$72,939	\$78,405	\$84,243	\$85,287	\$88,967
U	\$61,175	\$64,530	\$73,821	\$79,634	\$85,232	\$86,674	\$90,161
V	\$61,175	\$65,771	\$75,107	\$80,643	\$86,063	\$87,586	\$91,181
W	\$61,175	\$65,771	\$76,173	\$81,685	\$87,850	\$89,148	\$91,953
X	\$61,175	\$65,771	\$77,393	\$83,008	\$88,961	\$90,109	\$93,001
Y	\$61,175	\$65,771	\$78,645	\$84,115	\$90,617	\$91,372	\$94,201
Z	\$61,175	\$65,771	\$80,054	\$85,630	\$91,523	\$92,485	\$95,178
Max	\$61,175	\$65,771	\$81,619	\$87,180	\$92,448	\$93,763	\$96,809

## Appendix E-2

**2023-2024**

Level	Column A	GF1	Column B	Column C	Column D	GF2	GF3
Entry	\$45,651		\$51,431	\$53,461	\$57,491		
A	\$46,358		\$52,343	\$54,437	\$58,555		
B	\$47,077		\$53,274	\$55,433	\$59,642		
C	\$48,059		\$54,225	\$56,450	\$60,753		
D	\$49,554		\$55,696	\$57,989	\$61,887		
E	\$51,562		\$57,760	\$59,549	\$63,045		
F	\$52,833		\$60,199	\$61,631	\$64,229		
G	\$54,618		\$62,332	\$63,737	\$66,938		
H	\$56,716		\$64,037	\$66,865	\$68,173		
I	\$58,228		\$65,864	\$69,017	\$71,434	\$76,512	
J	\$59,555		\$68,814	\$71,444	\$74,223	\$77,659	
K	\$59,555		\$69,836	\$74,145	\$76,739	\$78,825	
L	\$60,751		\$71,233	\$75,871	\$77,383	\$80,012	\$82,286
M	\$61,872		\$72,153	\$77,373	\$80,257	\$81,220	\$83,565
N	\$63,008		\$74,598	\$79,401	\$82,160	\$82,449	\$84,866
O	\$63,850		\$75,568	\$80,706	\$83,949	\$84,593	\$86,190
P	\$64,826		\$76,564	\$82,289	\$85,721	\$86,557	\$87,538
Q	\$64,826		\$77,586	\$83,650	\$87,266	\$88,553	\$89,208
R	\$66,175		\$78,634	\$84,539	\$88,583	\$90,580	\$90,853
S	\$66,175	\$67,030	\$79,460	\$85,707	\$89,923	\$92,750	\$92,773
T	\$66,175	\$67,030	\$80,064	\$86,405	\$91,287	\$92,750	\$93,967
U	\$66,175	\$67,030	\$80,446	\$87,384	\$92,674	\$93,100	\$94,886
V	\$66,175	\$68,271	\$81,607	\$87,893	\$93,086	\$93,100	\$95,431
W	\$66,175	\$68,271	\$82,298	\$88,435	\$94,773	\$94,975	\$95,453
X	\$66,175	\$68,271	\$83,268	\$89,508	\$95,234	\$95,461	\$96,001
Y	\$66,175	\$68,271	\$84,270	\$90,115	\$96,272	\$97,000	\$97,178
Z	\$66,175	\$68,271	\$85,554	\$91,505	\$96,985	\$97,000	\$97,178
Max	\$66,175	\$68,271	\$87,119	\$92,930	\$97,000	\$98,000	\$98,809

## Appendix F

### Bowling Green City Schools SUPPLEMENTAL SALARY SCHEDULE 2022-2024

BLDG		Position	Salary
HS	Football	Head Coach	8,150
HS	Football	Assistant Coach	5,168
HS	Football	9 <sup>th</sup> Grade Coach	4,174
HS	Football	Equipment Manager	3,280
HS	Basketball	Head Coach-Boys	8,150
HS	Basketball	Assistant Coach- Boys	5,168
HS	Basketball	9 <sup>th</sup> Grade Coach- Boys	4,174
HS	Basketball	Head Coach-Girls	8,150
HS	Basketball	Assistant Coach- Girls	5,168
HS	Basketball	9 <sup>th</sup> Grade Coach- Girls	4,174
HS	Baseball	Head Coach	6,560
HS	Baseball	Assistant Coach	4,572
HS	Baseball	9 <sup>th</sup> Grade Coach	4,174
HS	Softball	Head Coach	6,560
HS	Softball	Assistant Coach	4,572
HS	Soccer	Head Coach- Boys	6,560
HS	Soccer	Assistant Coach- Boys	4,572
HS	Soccer	Head Coach- Girls	6,560
HS	Soccer	Assistant Coach- Girls	4,572
HS	Volleyball	Head Coach	6,560
HS	Volleyball	Assistant Coach	4,572
HS	Volleyball	9 <sup>th</sup> Grade Coach	4,174
HS	Wrestling	Head Coach	6,560
HS	Wrestling	Assistant Coach	4,572
HS	Wrestling	9 <sup>th</sup> Grade Coach	4,174
HS	Hockey	Head Coach	6,560
HS	Hockey	Assistant Coach	4,572
HS	Track	Head Coach	6,560
HS	Track	Assistant Coach	4,572
HS	Cross Country	Head Coach	5,168
HS	Cross Country	Assistant	4,174
HS	Golf	Head Coach- Boys	4,572
HS	Golf	Head Coach- Girls	4,572
HS	Tennis	Head Coach- Boys	4,572
HS	Tennis	Head Coach- Girls	4,572
HS	Bowling	Head Coach- Boys	1,689
HS	Bowling	Head Coach- Girls	1,689
HS	Swimming	Head Coach	6,560
HS	Swimming	Assistant Coach	4,572
HS	Lacrosse	Head Coach	6,560
HS	Lacrosse	Assistant Coach	4,572
HS	Cheerleading	Head Coach-Fall	1,723
HS	Cheerleading	Head Coach-Winter	1,723
HS	Cheerleading	Head Coach-Competition	1,723
HS	Cheerleading	9 <sup>th</sup> Grade Coach - Fall	2,087

HS	Cheerleading	9 <sup>th</sup> Grade Coach - Winter	2,087
HS	Weight Room Supervisor	Fall (Aug., Sept., Oct.)	1,689
HS	Weight Room Supervisor	Winter (Nov., Dec., Jan.)	1,689
HS	Weight Room Supervisor	Spring (Feb., Mar., Apr.)	1,689
HS	Weight Room Supervisor	Summer (May, June, July)	1,689
HS	Athletic Supervisor	Fall (Aug., Sept., Oct., Nov.)	1,600
HS	Athletic Supervisor	Winter (Dec., Jan., Feb., Mar.)	1,600
HS	Athletic Supervisor	Spring (Apr., May, Jun. Jul.)	1,600
HS	Orchestra	Director	3,280
HS	Marching Band	Director	7,951
HS	Marching Band	Assistant Director	4,969
HS	Instrumental Music	Director	3,280
HS	Drama	Director	3,876
HS	Musical	Director	2,187
HS	Musical	Producer	2,187
HS	Musical	Director of Choreography	2,187
HS	Musical	Vocal Director	2,187
HS	Musical	Director of Orchestral Music	2,187
HS	Choral Music	Director	3,280
HS	Yearbook	Advisor	1,490
HS	Quiz Bowl	Advisor	1,490
HS	SAB	Advisor	2,500
HS	Key Club	Advisor	1,490
HS	Model United Nations	Advisor	3,280
HS	Prom	Advisor	1,035
HS	National Honor Society	Advisor	894
MS	All Sports	Athletic Director	7,951
MS	Football	8 <sup>th</sup> Grade Coach	3,479
MS	Football	7 <sup>th</sup> Grade Coach	3,479
MS	Volleyball	8 <sup>th</sup> Grade Coach	3,479
MS	Volleyball	7 <sup>th</sup> Grade Coach	3,479
MS	Cross Country	Coach	3,479
MS	Cross Country	Coach	3,479
MS	Wrestling	Coach	3,479
MS	Wrestling	Coach	3,479
MS	Basketball	8 <sup>th</sup> Grade Coach- Boys	3,479
MS	Basketball	7 <sup>th</sup> Grade Coach- Boys	3,479
MS	Basketball	8 <sup>th</sup> Grade Coach- Girls	3,479
MS	Basketball	7 <sup>th</sup> Grade Coach- Girls	3,479
MS	Track	Coach	3,479
MS	Track	Coach	3,479
MS	Track	Coach	3,479
MS	Track	Coach	3,479
MS	Cheerleading	Coach- Fall	1,739
MS	Cheerleading	Coach-Winter	1,739
MS	Yearbook	Advisor	1,192
MS	Quiz Bowl	Advisor	1,292
MS	Instrumental Music	Advisor	2,684

MS	Orchestra	Advisor	2,684
MS	Choral Music	Advisor	2,684
ELEM	Camp	Counselor	1,093
ELEM	Safety Patrol	Advisor	1,490
DIST	Technology	Representative - HS	5,366
DIST	Technology	Representative - MS	5,366
DIST	Technology	Representative - Conn	5,366
DIST	Technology	Representative - Crim	5,366
DIST	Technology	Representative - KW	5,366
DIST	LPDC	Chair	2,000
DIST	Mentor	Advisor	1,590

## Appendix G

### CERTIFICATED / LICENSED STAFF COURSE APPROVAL FOR SALARY ADVANCEMENT (Please complete this form before enrolling in course)

Employee Name \_\_\_\_\_ School \_\_\_\_\_

Employee # \_\_\_\_\_ SS# \_\_\_\_\_ Subject/Grade Level \_\_\_\_\_

Today's Date \_\_\_\_\_

Summer Fall or Spring	Date Course Begins	Course Number	Course Title	Hours of Academic 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.)**

**Appendix H-1**

**Sick Leave Bank Participation**



**Name** \_\_\_\_\_

***In order to participate in the Bowling Green City Schools/BGEA Sick Leave Bank (SLB), I understand that one (1) day of sick leave will be deducted from my accumulated sick leave balance and that I may be assessed at a later date for additional days.***

***I understand that I am eligible to benefit from the SLB if and when there is a need.***

***Each member applying for benefits from the SLB shall 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 a decision and to indemnify and hold harmless the SLB committee, the Bowling Green Education Association, and the Bowling Green City Schools." When an employee donates days to the SLB, he/she agrees to the state rules for administration of the SLB.***

***This form must be returned to the Director of Human Resources prior to September 30.***

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Office Use:**

\_\_\_\_\_ ***One sick day deducted from the balance.***

\_\_\_\_\_  
**Initial**

\_\_\_\_\_  
**Date**

**Appendix H-2**



**EMPLOYEE APPLICATION FOR SICK LEAVE BANK WITHDRAWAL**

**Name** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Current Sick Leave Balance** \_\_\_\_\_ **Sick Days Used this School Year** \_\_\_\_\_

**Sick Days used for Current Illness** \_\_\_\_\_  
**Total Days Previously Withdrawn from SLB** \_\_\_\_\_

**Reason for request (be specific):**

**Estimate of additional days needed** \_\_\_\_\_

**Name of attending physician** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**Address** \_\_\_\_\_

***"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 a decision and to indemnify and hold harmless the SLB committee, the Bowling Green Education Association, and the Bowling Green City Schools."***

\_\_\_\_\_  
**Signature of applicant** **Date**

**Please submit request to Director of Human Resources**

**Sick Leave Bank Committee Use**  
\_\_\_\_\_ **Request approved for** \_\_\_\_\_ **days to be withdrawn from Sick Leave Bank.**  
\_\_\_\_\_ **Request denied**

\_\_\_\_\_  
**Signature of SLBC Chairman** **Date**

**Treasurer's Office Use**  
**Date days added to Sick Leave Balance** \_\_\_\_\_



## Appendix I

### **Important Dates** **Contract Year: July 1-June 30**

**See the contract section listed for each date for complete contract language and/or exceptions.**

<b>Date</b>	<b>Item/Party Responsible DL=Deadline Contract Section</b>
<b>July 1</b>	<b><i>DL for receipts and grade slips for course reimbursement to the Director of Human Resources. Reimbursement will occur no later than July 31. Section 5.1</i></b>
<b>July 15</b>	<b><i>DL for notification of tentative teaching assignments. Section 4.12</i></b>
<b>July 31</b>	<b><i>DL for notification of a change of position. Exceptions listed in Section 4.2</i></b>
<b>August 1</b>	<b><i>DL for BGEA members to be provided with a salary notice from the office of the Treasurer. Section 4.2</i></b>
<b>September 1-30</b>	<b><i>Enrollment period for Sick Leave Bank. BGEA will notify members of the enrollment period and process. Section 3.7</i></b>
<b>October 30</b>	<b><i>DL for staff members to submit a written notification of waiver of health insurance and verification of alternative coverage to the Treasurer. Section 5.10</i></b>
<b>September 30</b>	<b><i>DL in which each teacher shall be notified in writing of the name and position of his/her evaluator. Section 4.7.7</i></b>
<b>October 30</b>	<b><i>DL to submit official transcripts to the Director of Human Resources for Salary Advancement. Section 8.3</i></b>
<b>November 1</b>	<b><i>DL for a seniority list to be posted to BGEA President. 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. 4.6</i></b>
<b>January 1</b>	<b><i>DL to contact Director of Human Resources for consideration by the board for a continuing contract. Section 4.2</i></b>
<b>February 1</b>	<b><i>DL for purchasing supplemental and support materials following an involuntary transfer. Purchases require approval of the Executive Director of Teaching and Learning and/or the Executive of Pupil Services. Section 4.4</i></b>
<b>March 1</b>	<b><i>If a certified/licensed employee informs the Superintendent in writing of the intent to retire at the end of the school year prior to March 1 of said year, that teacher will be entitled to an additional \$1,500 in severance pay. Section 6.1</i></b>

<b><i>April 30</i></b>	<b><i>DL for Superintendent to notify in writing any teacher employed under a limited contract of intention not to recommend re-employment. Section 4.5</i></b>
<b><i>May 1</i></b>	<b><i>Teacher evaluations shall be completed not later than May 1, and the teacher being evaluated shall receive a written report of the results of this evaluation no later than May 10. Section 4.7.9</i></b>

## **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.

### Section 9.6 - Subcontracting

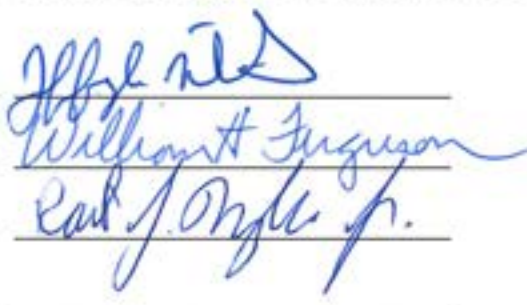
The employer agrees that no reduction in force shall occur within the bargaining unit as a result of subcontracting of work presently performed by members of the bargaining unit during the term of this contract.

### Section 9.7 - Implementation and Duration

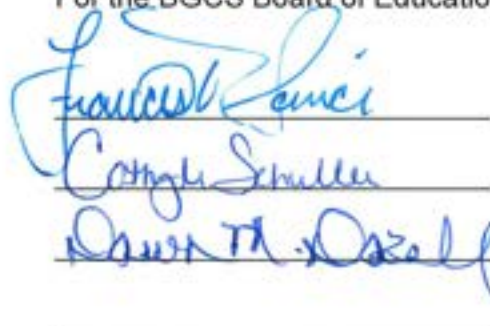
- A. This Collective Bargaining Agreement will be effective from 12:01 a.m., July 1, 2022, and will continue in full force and effect until midnight, June 30, 2024, and from year to year thereafter unless either the Board or the Association serves written notice on the other of its intention to amend 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

For the Bowling Green Education Association

  
William H. Ferguson  
Paul J. O'Neil, Jr.

For the BGCS Board of Education

  
Francis J. Schuler  
Dawn M. Oszalec