
BARGAINING AGREEMENT

BETWEEN THE

**BUCYRUS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

BUCYRUS EDUCATION ASSOCIATION

Effective July 1, 2008, through June 30, 2011

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SECTION I: PROFESSIONAL NEGOTIATIONS

A. Recognition

The Bucyrus City Board of Education (hereinafter, the Board) recognizes the Bucyrus Education Association, (hereinafter, the Association) affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining representative for full and part-time teachers, as defined by ORC Chapter 4117, under a teaching contract in the district including those teachers on approved leave of absence or on a layoff status except for the following as defined by ORC Chapter 4117 and as specified below:

1. Management level employees
2. Supervisors
3. Seasonal and casual employees employed in temporary assignments that will be less than sixty (60) days in duration
4. Psychologists
5. Athletic Director

The Board agrees not to meet with, recognize, or negotiate with any teachers' organization other than the Association for the duration of this recognition.

Any questions or disagreements with regard to the inclusions or exclusions of individuals in the bargaining unit shall be submitted to State Employment Relations Board for determination. Such submission to SERB would normally be preceded by an effort on the part of the Association and Board to clearly identify and resolve the problem in accordance with the provisions of ORC Chapter 4117.

B. Procedures for Conducting Negotiations

1. Scope of Bargaining

Negotiable matters shall include all items pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement or as otherwise specified by ORC Chapter 4117.

2. Opening of Negotiations

Demand to open negotiations for a successor contract shall be submitted in writing by the Association to the Board, through its designated representative, or by the Board through its designated representative, to the president of the Association, or his/her designated representative, on or before January 15 of the year that negotiations are to occur. At the time of the demand, a mutually agreed upon date for the first bargaining session shall be set by the Association and the Board.

3. Agenda

At the first bargaining session, the Board, or its designated representative, and the designated representatives of the Association shall develop an agenda listing those issues which shall be negotiated. The agenda shall be composed of those items submitted by the Association and by the Board. After the agenda has been established, no issue can be added to the agenda for negotiations without the mutual consent of both parties.

4. Representatives

Members of the Board, or their designated representatives, shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to not more than five (5) representatives for the Board and five (5) representatives for the Association. Each party may exercise the option of having up to two (2) non-participating observers at each bargaining session. Neither party shall have any authority in determining the representatives for the other party. The parties shall 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. The expense of representatives shall be borne by the party requesting their services.

5. Negotiation Meetings

- a. The date of the first bargaining session shall be set not later than February 15 following the demand for negotiations, unless the parties agree to a later date.
- b. Meetings shall be held on a date and in a place mutually agreeable to both parties.
- c. Meetings shall be in executive session unless otherwise agreed to by both parties.

- d. All negotiations are to be completed within sixty (60) school calendar days from the first session unless the time limit is extended by mutual consent. Items not yet agreed to within the sixty (60) day period or extension(s) thereof, shall be processed by the provisions of disagreement stated in this document or may be dropped for this negotiation period.
- e. At the first negotiation meeting, each party shall submit all proposals in writing in accordance with its agenda items unless other mutually agreeable provisions are set forth.

6. Dissemination of Information

a. Exchange of Data

The Board agrees to make available to the negotiations team of the recognized teacher organization, both prior to and during negotiations, all public information concerning financial resources of the district and such other public data for the purposes of collective bargaining.

b. News Releases

Any information given to any news media during the negotiations period shall be released in writing by person or persons of mutual agreement, only after it has prior approval by both parties. If impasse is declared, the provisions of the contract regarding news releases will be followed.

c. Progress Reports

At any time during negotiations, either team may make periodic oral or written progress reports to members of the party it represents.

d. Caucuses

Upon request, the chairperson of either group may caucus his/her group for independent discussion at any time for a period not to exceed thirty (30) minutes.

C. Agreement

- 1. Tentative agreement of each negotiation item shall be reduced to writing and initialed by the spokesperson for each party. Such initialing shall be construed as tentative agreement only.

2. Final agreement reached through negotiations (all items) shall be reduced to writing, signed by the spokesperson of each party as a tentative total agreement, and submitted by the Association to its membership for ratification.
3. Upon ratification by the Association, the agreement shall be submitted to the Board for approval or rejection. The Board must make said approval or rejection within ten (10) calendar days of the date of teacher ratification.
4. If the agreement is ratified by the Association and approved by the Board, it shall become part of the Agreement between the Board and the Association and shall become a part of the official minutes of the Board. The amended Agreement between the Board and the Association shall be signed by the president of the Board and the president of the Association within twenty (20) days of ratification.

D. Disagreement

1. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are provided by this document to reach agreement.

2. Impasse Procedure

Impasse cannot be declared until all issues have been discussed. In the event that collective bargaining talks fail to produce a satisfactory agreement, or if agreement is not reached after forty-five (45) days from the date of the first formal bargaining session following the filing of the appropriate Notice to Negotiate, either party may declare impasse and shall have the right to request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request and signed by a representative of both parties. However, no item that has been tentatively agreed to shall be the subject of impasse. The forty-five (45) day collective bargaining period requirement may be waived with mutual consent of the parties. The mediation process shall last for a maximum of fifteen (15) workdays from the date of the first mediation session.

E. Provisions Contrary to Law

If any provisions of this document or any application of the document to any certificated/licensed person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by

law, but all other provisions hereof shall continue in full force and effect. Any such provisions found to be contrary to law by a court of competent jurisdiction shall be renegotiated according to the provisions of this document within ten (10) days following a request by either party.

F. Amending Procedure

The wages, hours, and other terms and conditions of employment provided for in this contract shall remain in effect for the term of the contract unless altered by mutual consent of the parties. It is recognized, however, that matters previously unforeseen or not negotiated may arise which are the proper subjects of bargaining. It shall, therefore, be possible to amend this contract through written agreement properly signed and ratified by each party. The party desiring to initiate bargaining of an amendment to the contract may do so by written request to the other party. The first meeting for such purpose shall be held within ten (10) days of the request, and additional meeting(s) will be scheduled as needed by the parties. All such amendments shall be in accordance with the provisions of this contract and ORC Chapter 4117.

G. Duplication and Distribution of Contract Manual

Within thirty (30) calendar days after this contract has been signed, copies will be printed by the Board for the Board, Administration, and each member of the bargaining unit, and an additional twenty-five (25) copies for the Association. The expense related to such duplication shall be shared equally by the Board and the Association. Each member hired thereafter will also receive a copy at the time of employment. Any subsequent revision(s) or amendment(s) shall be printed (as described above) within thirty (30) days and distributed to all members. The Association will distribute copies of the contract and/or revisions to its members.

SECTION II: GRIEVANCE PROCEDURE

A. Definitions

Grievance – A complaint involving the alleged violation, misinterpretation or misapplication of the bargaining agreement entered into between the Board and the Association Administrative Rules and Regulations may be grieved with the limited provisions of this procedure as described in Item D.

Certificated/Licensed Employee – Any member of the bargaining unit.

Grievant – The person, persons or the Association initiating the grievance claim. If, in the judgment of the Association, a grievance claim affects a group or class of

employees in more than one building, Step One of the procedure may be bypassed and the grievance claim may be initiated at Step Two.

Party in Interest – The grievant(s) and any person(s) against whom action might be taken in order to resolve the grievance.

Superintendent – The Superintendent of Schools or his designee.

Immediate Supervisor – The person to whom the certificated employee is responsible and who is not in the bargaining unit covered by the agreement.

B. General Provisions

1. The number of days stipulated at each level should be considered as a maximum, and every reasonable effort should be made to process the grievance in a timely fashion. The time limits may be extended by mutual agreement.
2. The parties agree to make a good faith effort, within their powers and abilities to do so, to reduce the time limits set forth herein so that the grievance may be resolved prior to the end of the school year, or as soon thereafter as possible.
3. The filing of a grievance under this bargaining agreement shall, in no way, limit or restrict the right of the Board and/or the superintendent to proceed according to the law regarding the governance and operation of the schools.
4. All grievance processing shall be done after the regular working day, except by mutual agreement.
5. All grievance proceedings shall be treated as confidential, and no news releases may be developed except by the mutual consent of the parties. However, the final disposition of the grievance may be publicized.
6. All written and printed matter dealing with the grievance, if retained, shall be filed separately from the personnel records of any participants.
7. The Board agrees to make available to the grievant and/or his/her representative all pertinent information within the limits of the law in its position or control, and which is relevant to the issues raised in the grievance.
8. A grievance may be withdrawn by the grievant at any level without prejudice or record.

9. A grievant may appear on his/her own behalf or, at his/her discretion, may be represented at any step of the procedure by a representative of his/her choice, except that no teachers' organization other than the Association shall represent the grievant.
10. At all steps the Association president shall receive notification of the date, time and place of all grievance proceedings. The Association shall have the right to have a representative present at all grievance proceedings and adjustments.
11. The adjustment of a grievance shall be consistent with the terms of this bargaining agreement.
12. If the decision on a grievance is not appealed within the time limits specified, or extended by mutual agreement, the grievance shall be deemed to be withdrawn. No further appeal may be instituted.
13. Failure to hold required hearings or to communicate the decision on a grievance within the specified time limits shall entitle the grievant to proceed to the next higher level in the procedure.
14. All notices of hearings, dispositions of grievances, written grievances and appeal shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver. The Association shall receive a copy of all notices, forms, and dispositions at the time such would be distributed to the involved individuals.
15. Any action relating to the filing, processing and disposition of a grievance shall be kept in a file in the offices of the superintendent/Board of Education. This file shall be separate from the employee's personnel file.

C. Submission of Grievances

1. Step One

Before submission of a written grievance, the employee shall first discuss the grievance with the immediate supervisor. If the grievance is not submitted within twenty-five (25) working days following the act or condition which is the basis of the grievance, the right to initiate the grievance is deemed to be waived.

2. Step Two

- a. If the informal discussion does not resolve the grievance, the grievant shall have the right to lodge a written grievance with the immediate supervisor. If this grievance is not submitted within ten (10) working days following the completion of Step One, the right to proceed to Step Two shall be waived.
- b. The written grievance shall be on a standard form (contained in the appendices of this agreement) and shall contain a concise statement of the facts upon which the grievance is based, including reference to the specific provision of the bargaining agreement, the individual employment contract or the Administrative Rule and Regulation in question. A copy of such grievance shall be filed with the superintendent and with the Association.
- c. The grievant shall have the right to request a hearing before the immediate supervisor. Such hearing shall be conducted within five (5) working days after receipt of such request. The grievant shall be advised in writing of the time, place and date of such hearing.
- d. The immediate supervisor shall rule on the written grievance, within five (5) working days of receipt of said grievance, or if a hearing is held, within five (5) working days after the hearing is held. The disposition shall be in writing and copies shall be sent to the grievant, the Association president and the superintendent.

3. Step Three

- a. If the action taken by the immediate supervisor does not resolve the grievance, or if no response is received within five (5) working days after submission, the grievant may appeal to the superintendent or his designee. Failure to file such appeal within five (5) working days of the response date shall be deemed a waiver of the right to appeal.
- b. The superintendent shall take action on the appeal within ten (10) working days after receipt, or if a hearing is requested, within ten (10) working days after the hearing. The disposition shall be in writing and copies distributed to the grievant, the immediate supervisor and the Association president.

4. Step Four

- a. If the action taken by the superintendent does not resolve the grievance, the grievant and/or Association may take the grievance to arbitration. Such appeal shall be filed within fifteen (15) working days of receipt of the Step Three disposition. Failure to file within fifteen (15) working days shall be deemed a waiver of the right of appeal.
- b. Arbitration proceedings shall be conducted by the American Arbitration Association in accordance with their Voluntary Labor Arbitration Rules. The written findings of the arbitrator shall be binding on both parties, except that the arbitrator shall have no power to amend, add to, subtract from or change any of the terms or provisions of this bargaining agreement. Costs of arbitration shall be shared equally by both parties.

D. Individual Employee Contracts and Administrative Rules and Regulations

Individual employee contracts and Administrative Rules and Regulations, not representing negotiated signed agreements, shall be grieved only from Step One through Step Three of the procedure and shall not be subject to binding arbitration. If the action taken in Step Three does not resolve the grievance in these specific situations, the grievant shall have the right to appeal to the Board of Education within ten (10) working days of receipt of the Step Three disposition. The Board of Education shall take action on such grievance at their next regularly scheduled meeting, with written disposition distributed to the grievant, the Association president, the immediate supervisor and the superintendent.

SECTION III: SCHOOL YEAR AND SCHOOL DAY

A. School Year

The school calendar shall be developed with the active participation of the Association on the basis of the following criteria:

1. One hundred seventy-eight (178) days with pupils in attendance.
2. The day prior to the students' first day will be used for district-wide in-service and/or building meetings.
3. The day following the students' last day of school will be devoted to teacher checkout.

4. The minimum equivalent of one day shall be devoted to teacher in-service, but in no event shall the school year exceed one hundred eighty-four (184) days.
5. Three (3) days shall be included in the calendar to complete records, and/or to conduct parent/teacher conferences.
6. All new teachers to the school system shall be required to attend an orientation program prior to the general faculty meeting, unless excused by the superintendent for reasonable causes.
7. At the end of the first three (3) grading periods, one (1) day will be scheduled to serve as a records day and/or parent teacher conference day.

B. Teachers' Workday

1. The teacher's workday shall not exceed seven and one-half (7 ½) hours, including agreed-upon duty free lunch period.
2. All teachers shall report to their assigned building no later than fifteen (15) minutes prior to the beginning of the student school day and shall remain at least fifteen (15) minutes after the end of the student school day, or as excused by the immediate supervisor.
3. When a teacher's services are required at more than one building during a school day, their workday shall not exceed the length of the workday for other teachers at their assigned home school, and they shall be entitled to equal lunch time. In addition, travel time shall not be subtracted from a required conference and/or instructional planning period. Travel time will include a reasonable amount of time for take-down and set-up.

C. Duty-Free Lunch Period

All employees of the bargaining unit shall have a minimum of thirty (30) minutes duty-free lunch period between 10:15 a.m. and 1:30 p.m. each day and may leave school premises provided they inform their supervisor or sign out in the school office on a form provided for that purpose. At the elementary (K-5) level, one teacher may be required to remain on the school premises during this period.

D. Parent-Teacher Conferences

1. There shall be up to three (3) parent/teacher conference days, without students in attendance, two of which will be scheduled after grade cards are distributed for the first grading period.

2. Teachers shall actively encourage and promote parent/teacher conferences and shall make every effort to accommodate parent requests for conferences. No parent shall be refused the opportunity for a conference, if so requested.
3. Within six (6) months after the ratification by both parties of this Agreement, Progress Book shall be used by all teachers in the District. During the six (6) months lead-in period, the Board will provide training and technical assistance for teachers regarding Progress Book. The application and expectation for Progress Book will be developed at the building level by the Faculty Advisor Committee. At a minimum, the application of Progress Book shall include progress reporting, attendance, and comments and shall be in effect at all buildings no later than six (6) months after ratification. Progress Book shall be current within fourteen (14) calendar days, with the exception of the documented end of the grading period timelines. Elementary teachers will have access to Progress Book Grade Card throughout the grading period.

E. Teacher In-service

1. Continuous Improvement Planning (CIP) teams will schedule sixteen (16) hours of in-service each school year. Eight (8) hours of time shall be scheduled outside the teacher workday. The Committee will make every effort to minimize disruption to the student day when scheduling in-service.
2. When teachers attend in-service programs away from the District, proof of complete attendance is required.
3. When a teacher attends an in-service program during the summer months and/or non-contractual time, a stipend of Twenty-Seven Dollars (\$27.00) per hour will be paid to compensate for his/her time.

SECTION IV: WORKING CONDITIONS

A. Class Enrollment

1. Classroom enrollments will be as follows for the different levels:

Goal	Will have an aide assigned to the classroom	Maximums/shall not exceed
K-5 23	25	29
6-12 25		30

Every effort will be made to maintain the goal in grades K-12. The number of work stations will determine the class size in certain academic classes. A five (5) day balancing period shall exist which allows time for the administration to balance classes after the class enrollment maximums have been exceeded.

2. If, after the beginning of each academic quarter in grades K-5, classroom enrollment exceeds twenty-four (24), a teacher aide(s) will be employed and available for four (4) hours per day for that quarter to assist the affected teacher(s) in their classroom(s). The intent of the parties is to provide an aide for each affected classroom for the entire four (4) hours. In the evaluation of those aides, the administration will solicit and consider the input of the teacher(s) to whom the aide is responsible.
3. New students entering grades K-3 will be assigned to classrooms in such a way as to provide balanced class enrollments across the district. Siblings from one family enrolled in regular classroom assignments shall not be required to attend more than one school, grades K-3 to achieve such balances. To achieve that purpose classroom enrollments at buildings not housing special education units shall, at the beginning of each school year, be held at a level of up to three students above those buildings that do house such units. This provision will remain in full force and effect and will sunset when all elementary buildings are consolidated.
4. If enrollment exceeds twenty-four (24) students in grades K-5, the teacher shall have the option of having an aide assigned to the classroom or of receiving additional compensation to be paid at a per diem annualized rate (per hour) of Five Hundred Dollars (\$500.00) per additional pupil up to the classroom enrollment maximum.
5. When the administration asks a K-12 staff member to enroll a student which will place him/her over the classroom enrollment maximum, the teacher has the right to refuse the request. If a K-12 teacher agrees to accept a student above the classroom enrollment maximum, the teacher will be paid at a per diem annualized rate per hour of Six Hundred Dollars (\$600.00) per additional pupil above the classroom enrollment maximum.
6. The pupil teaching load for academic area teachers at the middle school and at the high school, elementary (K-5) music, art and physical education teachers shall not exceed one hundred eighty (180) students daily in instructional settings. Academic area teachers at the middle school and high school are defined as all except those assigned to the areas of physical education, band or choir. Co-educational physical education classes, where two classes are combined, shall be staffed by two instructors.

B. Special Needs Students

The Board recognizes the rights of regular and special area teachers to preserve the educational balance in their classrooms. The following shall apply to teachers who have or will have one or more special needs students included into their classes.

1. Each teacher at each grade level shall have the opportunity to participate in the development of the IEP and be present for decisions affecting special needs students before and after assignment to the teacher's classroom.
2. The receiving teacher(s) at the appropriate level has the right to be present at any placement committee meeting. This includes the annual IEP Review.
3. The receiving teacher, or any teacher, can request a placement committee meeting at any time to review the placement of a student. This meeting will take place within ten (10) working days from the date of the request.
4. Special education students with IEPs will count as one (1) student on the regular classroom roster. In a classroom where a special education teacher and a regular education teacher are "team teaching", the classroom enrollment will not exceed the classroom maximums and no aide will be employed.

C. Miscellaneous Provisions

Education Service Personnel

1. Education Service Personnel will be provided at the elementary level (K-5). At least two (2) music, two (2) physical education and one (1) art teacher will be used to teach their subject or activity directly to the students. Kindergarten students will receive physical education instruction by the appropriate Education Service Personnel at least once weekly.
2. Each teacher shall have available at all times daily lesson plans, daily schedules, attendance records and/or seating charts and/or the student register for that particular class.
3. No member of the bargaining unit shall permit his/her contract day time to be occupied by agents or salespersons except as directed by the principal, the superintendent or his/her designee.
4. Teachers shall keep their classes in session each day during the student day and shall not dismiss students at any time except with the consent of the supervisor or in case of emergency.

5. Teachers shall provide every reasonable assistance to students in their studies when the student has fallen behind due to absence caused by illness or other extenuating circumstances. The teacher is expected to give such individual help as may be required to assist.
6. Each middle school and high school teacher's schedule shall include at least one period daily for conferences with students and/or instructional planning. Such conference/planning time shall not be less than two hundred fifteen (215) minutes per week.
7. Each elementary teacher (to include education service personnel and special education teachers) shall have at least two hundred fifteen (215) minutes per week, forty-three (43) minutes per day for planning/preparation time. Such time shall be within the student school day, shall be provided in blocks of time that are no less than twenty (20) minutes and shall be for use by each teacher as the teacher may determine. Such time will be without students in attendance and no other responsibilities will be assigned by the administration during this scheduled planning/preparation time.

D. Classroom Equipment

1. Each student shall have a desk or comparable table space.
2. Each classroom shall be equipped with chalkboards, chalk, erasers, teacher's desk, file cabinet, bulletin board, waste receptacle, pencil sharpener, and electrical outlets, unless the instructor feels that any of the above are not necessary due to the nature of the class or program.
3. The Board of Education agrees to make every effort to provide and maintain, in each classroom housing students in a learning situation, the equipment, furnishing, and supplies necessary to fulfill the aims and objectives of the class.
4. The Board agrees to do all within its power to maintain libraries that are stocked with books, magazines, newspapers, and other reading materials that will supplement the various educational programs within each building.

E. Environmental Conditions

1. Every effort will be made to maintain the environmental conditions of each classroom conducive to learning.
2. Classroom lighting shall be maintained so that each fixture in the room shall be functional.

3. Hallways and restrooms shall be maintained for the safety and comfort of all personnel.

F. Health and Safety

1. Maintenance of Health and Safety

The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm of employees.

2. Health Supplies

- a. The Board shall ensure in the main offices and in every lab there shall be an adequate first aid kit, which shall be maintained.
- b. The Board shall provide on every floor of every building an adequate supply of disposable rubber gloves and CPR masks.

3. No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against any employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, or for any other participation in the health and safety program.

4. Safety Committee

- a. A district-wide Health and Safety Committee shall be formed with representation from both associations (BEA and the support staff organization) and from the administration. The purpose of this Committee is to develop policies and procedures which will keep the Bucyrus City School District in compliance with all rules and regulations of the Occupational Safety and Health Act.
- b. Any rules, regulations, or procedures developed by this Committee are subject to the approval of both the Board of Education and the Executive Committees of both employee organizations.

G. Notification of Deficiencies

The classroom teacher shall notify the building principal in writing of any deficiency noted. The building principal in turn shall notify the proper personnel and the deficiency corrected on a priority basis.

H. Transportation of Students

A bargaining unit member shall not be required to (a) use a personal vehicle to transport students; (b) drive a school district vehicle to transport students; (c) use transportation provided by parents or other individuals (private vehicles) for an activity that the member is in charge of and responsible for. In the event that a member agrees to transport students in a manner described above, and provided that transportation is with regard to (a) an approved school activity that has been approved by the appropriate administrator, or (b) an emergency situation resulting from illness, injury, or other humanitarian reasons, the Board shall indemnify and defend the member, provided the member deposits a copy of his/her personal automobile insurance certificate of coverage with the treasurer of the District.

SECTION V: PERSONNEL PROVISIONS

A. Complaints Against Personnel

1. All parental/public complaints will first be conducted through administrative channels with attempts of resolution at the lowest possible level. When a complaint is made by a party concerning a teacher's conduct or other activities relating to the teacher's employment duties, the administration shall discuss the matter with the employee. The discussion shall include details of the complaint and identification of the complainant. If the matter is not resolved at this level, the administration may commence an investigation as to the authenticity of any information related to the complaint. No complaint will be placed in the personnel file of a bargaining unit member unless:
 - a. A conference was held including the complainant, the staff member, the principal or immediate supervisor of the staff member, and the employee's representative. The staff member shall be given at least three (3) days advance notice of the date, time and place of the conference.
 - b. In the event the administration desires to place a record of the conference held between the complainant, staff member and immediate supervisor in the staff member's personnel file, the staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file.
2. No parental complaint regarding a teacher will be heard by the Board unless the procedure outlined above has been followed. The only exception would be if during a public meeting a complainant would attempt to complain and the Board may indicate that the appropriate place to issue his/her concern

would be at an executive session. After the executive session, an administrator will inform the teacher of the nature of the complaint.

3. An anonymous report or a concern raised by someone wishing to remain anonymous is recognized as nothing more than a concern. The administrator/supervisor receiving an anonymous report may choose to share the anonymous item with the employee but the administrator/supervisor shall not share the information/concern with anyone else.

B. Access to Personnel File

1. A personnel file shall be maintained in the central office by the superintendent for each teacher and said file shall be the only official file for the teacher. The superintendent shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, and completeness. The file shall be confidential with access limited to the involved teacher, superintendent, the immediate principal, the treasurer, and the Board of Education in executive session. A log shall be maintained with each individual's file that will show the name and date of all persons who have viewed the contents. Upon written approval of the involved teacher, his/her attorney or other designated person may have access to the file and receive a copy of any information contained therein.
2. The member shall have access to his/her official personnel file, upon request, during the regular duty hours of the central administration office.
3. The bargaining unit member shall be afforded an opportunity to place his/her signature and the date on any material that relates to job performance prior to its placement in the file. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the file. Said response shall be attached to and shall become part of the document that is to be placed in the file. The response shall be included should dispersal of the original document be made. The member's refusal to sign any material shall not bar or prevent the filing of such material in the file. When material is to be placed in the file which may reasonably be considered unfavorable, the involved teacher shall receive written notice of the inclusion of such document. A copy of the document shall be provided the member. The member shall be given the opportunity to compare his/her copy with the original and shall sign and date such document or attach a signed and dated response or make a notation that he/she does not intend to sign said document. Anonymous letter(s) or material will not be placed in the personnel file.

4. If the member disputes the accuracy, relevance, timeliness, or completeness of information contained in the file, he/she may request the superintendent to investigate the current status of the information.
 - a. Within a reasonable time, the superintendent shall undertake such investigation and shall notify the member of the results of the investigation and the action, if any, the district plans to take with respect to the disputed information.
 - b. The superintendent shall delete any information that he/she cannot verify or that is inaccurate.
 - c. All disciplinary documents placed in the teacher's personnel file shall cease to be in effect for purposes of discipline and documentation after seven (7) years from the date of filing, provided the teacher has not been the subject of another disciplinary action of any type within that time period.

C. Assault

Teachers shall immediately report in writing all cases of physical assault suffered in connection with their employment to their supervisor. A copy of this report shall be forwarded to the superintendent who will advise the teacher of his/her rights to take such legal action as prescribed by law and of the obligations of the teacher with respect to such physical assault.

D. Threats Against Teachers

1. Teachers shall report in writing to the supervisor any threats of criminal or civil action against them arising out of and in the course of their employment. The superintendent shall review the matter, make recommendations and/or take appropriate action.
2. Disciplinary action shall not be taken against a teacher solely on the basis of a written complaint by a parent or student unless an informal hearing is first held and the teacher and his/her representative have had the opportunity to question and/or rebut the assertions of the accuser. If any such complaints are received, written copies of the complaint shall be forwarded to the affected teacher. If the complaint, or any materials associated with the complaint, is deemed serious enough to be placed in a teacher personnel file, a conference including the complainant, the teacher, and an administrator will be held. If a complaint is placed in the teacher's personnel file, the affected teacher shall have the right to attach a statement concerning the complaint.

E. Academic Freedom

1. Teachers shall be free to present instructional materials which are pertinent to the subject and level taught and are within the outlines of appropriate course content as determined by administrative procedure and the Board adopted courses of study.
2. If a teacher intends to inject controversial subject matter into course coverage, the approval of the supervisor must first be secured. All facts relative to controversial issues shall be presented in a scholarly, unbiased and objective manner.
3. Whenever it is alleged by a group or an individual that a teacher has abused his/her academic freedom under this provision, the matter will be referred to the Superintendent for review. The teacher shall be informed of the specific charges and will have the opportunity to confront his/her accuser(s) to define his/her position.

SECTION VI: REQUIRED MEETINGS

- A. Faculty meetings held by the principal shall normally be held during the teacher day. Principals will distribute a tentative list of meetings at the beginning of the school year. Teachers shall not be required to attend more than two faculty meetings per month outside the teacher day. Meetings will normally be held to a sixty (60) minute maximum unless extended by mutual agreement. Failure of teachers to attend extra meetings shall not prohibit the administration from designing curriculum, selecting and purchasing textbooks and related materials, and other activities in the management of the District.
- B. All bargaining unit employees shall be expected to attend open house activities and parent/teacher activities unless excused by their supervisor for reasonable cause. For PTO/PTA business meetings, each building will develop a plan to ensure participation/involvement with a minimum of two (2) teacher representatives in attendance.
- C. All bargaining unit members who have regularly scheduled school and/or extra-curricular activities immediately following school dismissal or who must perform some activity that cannot be reasonably accomplished at any other time, may be excused by their supervisor for reasonable cause. Members excused from attendance shall be responsible for obtaining the proceedings and action taken at such meetings.
- D. The administration reserves the right to call emergency meetings at its discretion, before or after the school day.

- E. The administration reserves the right to re-schedule any meetings related to curriculum matters and/or textbook adoptions.
- F. In addition to the above, teachers shall attend a reasonable number of other meetings during the school year related to their teaching duties when such meetings are necessary to address the educational needs of students and/or the District educational programs. Teachers shall be paid at the rate of Twenty-Six Dollars and Sixty-Seven Cents (\$26.67) per hour for attendance.

SECTION VII: NON-TEACHING DUTIES

A. General Provisions

- 1. All non-teaching duties shall be divided among the staff members of each school on an equitable basis.
- 2. All members of the bargaining unit shall be responsible for providing assistance in the maintenance of student discipline throughout the school buildings and on school grounds.
- 3. Elementary (K-5) teachers shall not be required to perform cafeteria control duty, restroom duty or kindergarten bus duty during the lunch period. Teachers will be required to supervise individual classrooms and hallways during indoor recess and provide playground supervision during recess and lunch on a rotating basis.

B. Student Teachers

- 1. Assignment of student teachers is the responsibility of the superintendent or his/her designee.
- 2. Before the end of each school year, teachers will be asked to indicate their request to have a student teacher during the course of the following academic school year.
- 3. The cooperating teacher is responsible for the learning and behavior of pupils in his/her classroom. In accepting a student teacher, the cooperating teacher is also responsible to provide the student teacher with guidelines and supervision of his student teaching experience. However, the cooperating teacher will be held responsible for actions of a student which are beyond the reasonable means of deterring and rectifying incorrect information and/or behavior.

SECTION VIII: REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided for in ORC §3319.17, or for financial reasons, the Board of Education shall proceed with such reduction in the following manner.

- A. If the Board determines a RIF may occur, it will notify the Association president in writing thirty (30) days prior to the date the RIF may be implemented.
- B. The Board will develop and provide to the Association president a RIF list of potentially affected teachers which shall be based on seniority and contract status within the areas of certification, license, or entry level requirement.
- C. Representatives of the Board will be available to meet with representatives of the Association to review the proposed RIF.
 - 1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
 - 2. Seniority will be defined as the length of continuous service in the Bucyrus City School District.
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
 - b. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - (1) the date of the Board meeting at which the teacher was hired; and then by
 - (2) the date the teacher signed his/her initial employment contract in the district; and then by
 - (3) any remaining ties will be broken by lot.
 - 3. Recommendation for reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace the teacher who holds a lower position on a seniority list for another area of certification/licensure, provided he/she is

properly certified/licensed. Any such election must be made at the time the teacher is notified he/she will be affected.

- D. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for twenty-eight (28) months from the date of the reduction.
- E. Teachers on the recall list will have the following rights:
 - 1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancies.
 - 2. Teacher on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.
 - 3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who declines to accept the position will forfeit all recall rights. If a teacher receives notification and fails to respond within seven (7) calendar days of receipt, he/she will forfeit all recall rights. If the Board makes reasonable attempts to notify a teacher of a vacancy, but notice is not received so that the individual is unable to respond within seven (7) calendar days, he/she will forfeit recall rights to the position but will remain on the recall list.
 - 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as he/she enjoyed at the time of the layoff; however, if a returning teacher is legally entitled to a step increase, it shall be granted.
- F. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancies, nor shall it interfere with any other lawful professional procedures in the district.

SECTION IX: LEAVE PROVISIONS

- A. General
 - 1. Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational

or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by ORC §3319.13.

2. Without request, the Board may grant a leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with the provision of the law (ORC §3319.16).
3. The Board may not grant a leave of absence for the purpose of professional growth and improvement, unless there is available a satisfactory substitute nor grant leaves to more than five (5) percent of the professional staff at any one time nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary nor grant a leave longer than one school year nor grant a leave to any teacher more often than once for each five (5) years of service nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave (ORC §3319.131).
4. If the request for a leave of absence is approved, the teacher shall be notified in writing, within ten (10) working days, of such action. In addition, the teacher shall be notified about the following matters regarding the leave of absence: a) the period of absence; b) without or with pay or fraction thereof; c) granting a sick leave during absence; d) granting of service credit for salary schedule during period of absence; and e) the retention of rights of tenure, retirement, and insurance.
5. The Association and its members agree to take leaves of absence, including sick leave, only for legitimate reasons.
6. Upon the return of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave, unless otherwise stated under the heading of a specific leave of absence. Every effort shall be made by the superintendent to reinstate staff members upon return from a leave of absence to their original position held prior to such leave. However, if the original position is not available said teacher shall be assigned to a comparable position for which he/she holds proper certifications/licenses.
7. Any teacher employed to replace a teacher on leave shall be informed of the temporary nature of his assignment.
8. Any teacher who is granted leave of absence under false pretenses or who uses said leave for unauthorized purposes may be subject to appropriate disciplinary action by the superintendent of schools.

B. Sick Leave

1. Members of the bargaining unit shall be granted sick leave on the following basis: one and one-quarter (1 1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.
2. New members and present staff who have exhausted their accumulated sick leave shall be credited, as needed, with up to ten (10) days annually. Such credited leave will be deducted from the final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance.
3. A member shall accrue a maximum of two hundred sixty-three (263) days of sick leave.
4. Members may use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and students, and due to illness, injury or death in the employee's immediate family. A member will be paid his/her regular salary until all accumulated sick leave, subject to the provisions of ORC §3319.141, is exhausted or until he/she returns to work, whichever is first.
 - a. If a regular teacher is absent because of a death of a member of the immediate family, sick leave shall be granted for a period of five (5) days. Upon the request of a teacher, the superintendent of schools may extend this time, if the circumstances so dictate and additional time is required.
 - b. If a regular teacher is absent because of illness of a member of the immediate family and such illness extends for more than five (5) days or is diagnosed as a permanent disability, sick leave will be paid for five (5) days, since it is presumed that the teacher can arrange for professional care of the relative within a five (5) day period. Upon the request of a teacher, the superintendent of schools may extend this time for additional days, if the circumstances so dictate and additional time is required. Employees giving birth may use up to six (6) weeks of sick leave during the postpartum recovery period.

Up to five (5) days of paternity leave shall be allowed upon the return home of both mother and child. Additional unpaid leave days will be granted under the Family and Medical Leave Act (FMLA).

- c. Immediate family shall include wife or husband, father, mother, children, brothers, sisters, grandparents, grandchildren, father-in-law,

mother-in-law, sister-in-law, brother-in-law, or other relatives living in the same household with the teacher. For death or illness of relatives outside the immediate family, absence may be approved up to, but not exceeding, two (2) school days.

- d. Absence due to the aforementioned reasons must be charged to sick leave and cannot be charged to other established leave policy.
- e. Sick leave shall not be charged for days schools are not in session.
- f. The Board requires that employees furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave days earned and accumulated and days advanced in accordance with number 2 above. Sick leave will accrue while employee is on paid sick leave.
- g. During sick leave, the employee cannot be otherwise gainfully employed. A "return to work statement" furnished by a licensed physician listing any and all limitations may be required from the employee by the Superintendent for absences in excess of five (5) consecutive days or more.
- h. Any sick leave earned and unused in prior employment in any public school system or governmental agency in the state of Ohio may be transferred to the employee's account in the Bucyrus Schools at the time of employment, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.
- i. A teacher resigning within the school calendar year as of August 31, is entitled to accumulate sick leave so long as he/she is on payroll status, but if the full payment of salary is made to the teacher at the close of the school year in June, the teacher is not entitled to accumulated sick leave. A teacher employed but not on payroll status until September will not accumulate sick leave during July and August until the first day of employment as specified by his/her contract of employment.
- j. The term "pregnancy" among those reasons for which an employee may be granted sick leave allows absences for any disability occurring due to pregnancy and such disability naturally includes a period of time before and one afterward for recuperation, the exact length of which is a matter for medical rather than administrative determination.

k. Rehabilitation

- (1) Sick leave may be used by members of the bargaining unit for the treatment of alcoholism or other drug addiction under a supervised plan.
- (2) Alcoholism shall be recognized as a disease as shall addiction to drugs, prescription or non-prescription.
- (3) No member of the bargaining unit shall be terminated or otherwise discharged for undergoing medically supervised treatment for alcoholism or drug addiction.
- (4) Upon completion of treatment and the presentation of the doctor's certification of the member's ability to resume duties, such member shall be returned to duty.
- (5) A leave of absence without pay shall be granted in lieu of using sick leave to undergo supervised treatment, if the member of the bargaining unit has exhausted accumulated sick leave or wishes to preserve it.
- (6) When, through the evaluation procedure, a member of the bargaining unit fails to demonstrate acceptable performance, and when such unacceptable performance is caused by alcoholism or drug addiction, the Board may demand that the member of the bargaining unit enter into an involuntary supervised treatment plan.

5. Sick leave applications shall be on the agreed form, in writing and signed.
6. Sick leave shall be granted only for those sick days earned, accumulated and advanced in accordance with this section, except the sick leave shall accrue while the employee is on paid sick leave.
7. Any teacher whose personal illness extends beyond the period compensated under the sick leave policy shall continue to be covered under the Board insurance program for the remainder of the school year (August 31) if he/she submits to the Board the monthly premium on the first day of each month. In no event is this provision intended to circumscribe rights prescribed by law.
8. Sick Leave Bank
 - a. When a bargaining unit member has exhausted all of his/her accumulated sick leave, including the ten (10) advanced days, and

additional days are still needed, then he/she may request that additional days be transferred from other bargaining unit members with accumulated sick leave.

- b. Upon receiving such a request, the Board shall distribute a notice (Appendix M) to all bargaining unit members notifying them of the request. Any employee wishing to donate accumulated sick leave to the bargaining unit member, shall submit the lower half of form Appendix M to the treasurer. Upon receipt of the signed form authorizing the donation of days, the treasurer shall transfer the days.
 - (1) Donations will be computed on a day for day basis. Any advance days will first be deducted from the sick leave bank days donated.
 - (2) Employee can request donations for a sick leave bank one time per incident.
 - (3) The recipient shall receive a maximum of one hundred ten (110) days of sick leave, per incident.
 - (4) All donations of sick leave will be voluntary.
 - (5) All donations will be considered confidential.
 - (6) Any employee donating sick leave days may give up to a maximum of five (5) days, provided he/she does not deplete his/her own sick leave balance to less than thirty (30) days.

C. Unpaid Leave

In addition to the provisions of sick leave provided in Section B, a member who is pregnant or adopts a child of preschool age, shall, upon request, be granted a leave of absence without pay for maternity/paternity/adoption reasons. Such leave shall begin at any time after the onset of pregnancy or if adoption, receipt of custody, and shall be for the balance of the current school year plus one additional year which shall be taken at the teacher's option. If a teacher exercises the option to take the additional year's leave, he/she shall notify the Board in writing of his/her intentions by no later than June 1 preceding the option year.

1. Time Period for Filing Application

Application for maternity/paternity/adoption leave should be made ten (10) days, if possible, prior to the requested beginning of

maternity/paternity/adoption leave. The application time period will be waived for adoption.

2. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity/adoption leave. Member on maternity/paternity/adoption leave may continue to participate in employee Board-paid group benefits provided they furnish the treasurer with the necessary premium payments in advance of when they are due. Since maternity/paternity/adoption leave is without pay, the Board-paid group benefits stated herein do not apply to the State Teachers Retirement System.

3. Reinstatement

Upon return from approved maternity/paternity/adoption leave, at the time specified in the application, every reasonable effort should be made by the superintendent to reinstate staff members desiring to return from leave to the original or comparable position. If the said position has been abolished, the returning member shall be appointed to an equivalent certificated/licensed position for which he/she is certified/licensed to teach.

D. Personal Leave

All full-time certificated/licensed personnel shall be granted up to a maximum of three (3) days of personal leave per school year, subject to the terms and provisions listed below.

1. Those teachers beginning service in the Bucyrus City School District between September 1 and November 30 may be granted up to three (3) days of personal leave; teachers beginning service between December 1 and the last day in February may be granted up to two (2) days; and those teachers beginning service on or after March 1 of any school year may be granted one (1) day of personal leave.
2. Certificated/licensed personnel seeking approval for personal leave with pay shall complete the required form stating the date(s) of the requested absence, and the total number of days involved. The employee shall submit the completed form to the superintendent not less than three (3) working days in advance of the effective date of the request.
3. In the case of an emergency the superintendent or his designee may waive the three (3) day prior approval, and the request may be granted by telephone or in person. The required paperwork will still need to be completed by the employee.

4. In all cases it shall be the responsibility of the employee to inform his/her immediate supervisor that his/her personal leave request has been granted and the date(s) thereof.
5. Personal leave may not be used to extend school holiday periods or recesses in the school year calendar, to provide vacations, for shopping trips, or for leaves covered by any other provisions of this bargaining agreement unless it is an emergency and approved by the superintendent or his designee.
6. If an employee has unused personal leave at the end of the school year, the employee will be reimbursed for the unused personal days at the rate of One Hundred Dollars (\$100.00) per day by the Board of Education. Reimbursement will be made in the month of July.
7. No more than five percent (5%) of the teaching staff in a building are absent for personal leave at one time unless it is an emergency and approved by the Superintendent or his designee.

E. Judicial Leave

The Board shall pay the employee his full salary for each subpoenaed day of absence for witness or jury service providing the employee will endorse his court check to the Board of Education.

F. Military Leave

1. Any teacher who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence.
2. Requests for military leave shall be submitted to the superintendent of schools in writing accompanied by official orders for induction.
3. Upon release from active service with a discharge other than dishonorable, a teacher shall be reinstated in a comparable position to the one held at the time of induction if application for reinstatement is made within ninety (90) days of discharge.
4. Upon such application the teacher shall be re-employed at the first of the next school semester if the application is made not less than thirty (30) days prior to the beginning of the school semester.
5. All years of active military service in the Armed Forces of the United States, as defined in ORC §3307.02, to a maximum of five (5) years, shall be counted as teaching service credit. For purposes of this calculation, a partial year of active military service of eight (8) months or more in the Armed

Forces shall be counted as one (1) full year and need not be within a calendar year.

6. The rights under this policy will terminate upon any voluntary extension of such military service.
7. The Board of Education of the district in which such teacher was employed and is re-employed under provisions of ORC §3319.14, may suspend the contract of the teacher whose service in the Armed Forces or auxiliaries thereof, in accordance with ORC §3319.17.
8. All certificated/licensed employees of the Bucyrus City School System who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the employee's full salary and compensation received for military duty.

G. Professional Leave

1. Any certificated/licensed employee requesting to attend a job related conference, convention, workshop, or to observe other teachers within or outside the school district, may be absent for such purpose, without loss of pay.
2. Professional meetings must be within the employee's area or subject of school assignment.
3. Certificated/licensed employees seeking approval for professional leaves shall complete the required form and submit it to the building principal. The building principal shall submit the completed professional leave request to the superintendent of schools not less than ten (10) school days in advance of the effective date of such request. In case of extenuating circumstances the number of days can be waived.
4. There will be an equitable distribution of professional leave for those requesting it. Professional leave will be encouraged.
5. A copy of the professional leave request, marked approved or rejected, shall be given to the teacher, as soon as possible after application has been made, but in no case later than the close of the second working day preceding the date of the requested leave. If rejected, the reasons shall be briefly stated.

6. The Board shall pay, in addition to the teachers' salaries, the expenses (including registration fees, meals, lodging, and transportation) incurred by teachers who attend professional meetings or improvement sessions at the request and/or with the advance approval of the superintendent for particular purposes of professional improvement to the school system and/or the individual participating. This reimbursement shall be paid by the Board to the amount of Two Hundred Dollars (\$200.00) per school year, per employee. Additional amounts would be paid at the discretion of the superintendent. Original bills must be submitted along with the absence form within five (5) workdays after their return.
7. Upon request, teachers shall submit a written report to their immediate supervisor, who will distribute it to interested parties.

H. Association Leave

Five (5) days of leave will be granted annually to permit attendance of Association members at conventions or other meetings sponsored by the OEA or to permit the Association officers to attend to Association business without loss in pay but at their own expense. The Association president shall submit written notice to the superintendent of the names of the teachers who will take such leave under this provision at least one (1) week in advance of the intended absence.

I. Assault Leave

1. A school employee may be absent from duty under the provision of sick leave, special leave, and other types of leave provided by statute and other administrative procedures.
2. In addition to the above, a school employee may also be absent from duty for a maximum of ninety (90) days due to an assault which occurs in the course of employment.
3. In order to qualify for assault leave, which shall not be charged against sick leave or against other leave granted under ORC §3319.08, the following guidelines should be observed:
 - a. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board of Education.

- b. The Board of Education will require, for the verification of the use of the assault leave, the employee to furnish a signed statement on forms prescribed by the Board. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.
- c. If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of time the employee will be maintained on a full pay status, during the period of such absence, shall be until the employee is able to perform his/her previously assigned duties, subject to the following limiting factors:
 - (1) Payment shall be made only to an individual who is under contract to the Bucyrus City School District.
 - (2) The effective date of the resignation of the employee would terminate assault leave.
 - (3) The effective date of the service or disability retirement of the employee would terminate assault leave.
 - (4) The termination of the contract between the employee and the Board of Education, according to procedures outlined in the document and in accordance with Ohio Revised Code, will terminate assault leave.
- d. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under ORC §3319.16.
- e. All earnings paid to an employee under an authorized assault leave shall be in lieu of lost time benefits payable under Workers' Compensation insurance.

J. Family and Medical Leave

- 1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

2. Leave Provisions

- a. Each employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for a serious health condition of the employee or for a new child or a sick child, parent, or spouse. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
- b. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of the Agreement for all or part of the unpaid leave granted under this article.
- d. The employee shall give the Board thirty days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave, using Appendix N.
- e. When medically necessary, leave may be taken intermittently.

3. Protection of Employment

- a. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.
- b. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced. These benefits include sick leave, personal leave, professional leave, and vacation.

4. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

5. Year

For purposes of family leave benefits, year shall be defined as July 1 through June 30.

SECTION X: ASSIGNMENT AND TRANSFER OF TEACHERS

A. Definitions

1. Assignment shall be defined as the placement of a teacher in a school building, teaching in a specified subject area, department or elementary grade level.
2. Voluntary transfer shall be defined as a request by an employee to fill a vacancy.
3. Reassignment shall be defined as a change in a teacher's assignment initiated by the administration.
4. "Involuntary transfer" shall be defined as movement from one school to another.

Each member of the bargaining unit shall be assigned to a specific position by, or under, the direction of the superintendent and may be transferred to any other position in accordance with the provisions of this master agreement.

B. Voluntary Transfer

1. Voluntary requests for transfer shall be made in writing to the superintendent indicating in order of preference: (1) school or schools desired; (2) grade level; and (3) subject area (within certification/licensure limitation).
2. Requests for voluntary transfer shall be acknowledged in writing within five (5) working days of their receipt by the superintendent.
3. All vacancies occurring shall be made available for transfer requests.
4. Criteria to be used in consideration for transfer shall be as follows:
 - a. Length of continuous service in the school district.
 - b. Appropriate certification/licensure.
 - c. When a vacancy occurs and there are applicants from either inside and/or outside the school system, the most qualified applicant shall be awarded the position, notwithstanding the above criteria.

C. Involuntary Transfer

1. The Board will not transfer for arbitrary, capricious, or discriminatory reasons or in retaliation for exercising protected rights.
2. Any teacher involuntarily transferred shall be given written reasons at least five (5) days in advance of the involuntary transfer.
3. When there are three (3) or more internal applicants to a vacancy an involuntary transfer will not be imposed.
4. If there are two or fewer applicants, an involuntary transfer may be implemented.
5. All persons applying for a transfer/vacancy will be interviewed for the open position and be given all due consideration for the position requested.
6. The Board agrees that it will not involuntarily transfer any teacher to a position for which they are not highly qualified under the law

D. Reassignment

1. Any teacher reassigned shall be given written reasons at the earliest possible time.
2. The employees will have an opportunity to discuss the reassignment with the superintendent, if desired, prior to the implementation of the reassignment. Whenever possible, reassignment will be processed prior to June 1.

E. Vacancy Postings

1. All position openings for certificated/licensed staff shall be posted on at least one bulletin board in every building and on the District website.
2. All vacancy postings shall indicate the certification/licensure required and any minimum requirements.
3. The Association president shall receive a copy of all vacancy postings at the time of the posting.
4. All vacancy postings shall be dated.
5. A vacancy shall be defined as any newly created certificated/licensed position or any certificated/licensed position being vacated through retirement,

resignation, non-renewal, termination, transfer/reassignment, death or leave of absence.

6. A certificated/licensed position vacated by an employee on an extended leave of absence shall be considered a vacancy but in no way shall prevent said employee from returning to work after his/her leave of absence has ended, according to the provisions of this master agreement.
7. No position shall be filled prior to ten (10) working days from the date of the posting. In the event a vacancy occurs within ten (10) working days prior to the beginning of the student school year the posting period shall be reduced to five (5) days.
8. Candidates who are certified/licensed for any vacant position shall be granted an interview upon request.

SECTION XI: PROFESSIONAL STAFF EVALUATION

A. Purpose

The performance of all instructional personnel shall be evaluated in accordance with an organized program. Its purpose shall be 1) to help teachers achieve greater effectiveness in the performance of their duties; 2) to assist teachers in the growth and development of professional abilities; 3) to identify areas of strength and weakness; and 4) to provide a basis for future contract consideration.

B. Method of Evaluation

1. New professional staff will have an orientation meeting with their building principal concerning evaluation during the first three (3) weeks of school. They will be advised as to the evaluation procedures, and will be given a copy of the form for evaluation purposes used during the current year. All other teachers will be informed of this meeting and will be invited to attend in order to review the evaluation procedure.
2. Observations and evaluations shall be objective and shall be conducted openly with the full knowledge of the teacher.
3. The building principal or assistant principal will be the primary evaluator of teacher competency and shall be responsible for the recommendation of the teacher to the superintendent. However, observations and evaluations may also be conducted by the assistant superintendent, the superintendent, other qualified administrators, or any other mutually agreed to evaluator.

4. Unless mutually agreed to, no observation nor formal written evaluation of any teacher's performance in the classroom will be made during the first three (3) weeks of school, or on the first day of the teacher's return from leave.
5. The formal program of professional staff evaluation will be accomplished through personal classroom observation, followed by a written evaluation. A written evaluation will consist of two (2) classroom observations.
6. A minimum of thirty (30) consecutive minutes will be allotted for each classroom observation except in those instances where the planned presentation of the teacher is for a period less than thirty (30) minutes or where, by mutual agreement of the teacher and the observer, a period of less than thirty (30) minutes is agreed upon.
7. The first formal observation of a new teacher will be mutually agreed upon by the evaluator and the teacher at least two (2) working days in advance of the observation, unless a shorter period is agreed upon. All other observations need not be announced.
8. The evaluator must list in writing the areas in which the teacher is deficient and give written recommendations for improvement and the means by which the teacher may obtain assistance in making such improvements.
9. In each successive evaluation, the evaluator shall indicate in writing those deficiencies that have been corrected and those deficiencies that could lead to non-renewal or termination.
10. The teacher may request an evaluation by another supervisor or by the superintendent.
11. Non-renewal of limited teaching contracts shall be considered only on the basis of evaluations made under this procedure. In addition, non-renewal of limited teaching contracts also may be made for other good or just cause.

C. Frequency of Evaluation

1. Any teacher up for contract shall have at least one evaluation consisting of two (2) classroom observations prior to January 15 and another evaluation consisting of two (2) classroom observations after February 10 and prior to April 1. All other teachers will be evaluated at least once each year. No action leading to non-renewal of contract or to dismissal will be taken against a teacher unless at least three (3) evaluations are conducted within the current school year (during the contract period for supplemental responsibilities).

2. The two (2) observations, which make up one written evaluation, will occur within a fifteen (15) working day period.
3. When grounds for non-renewal are based upon professional competency, the involved teacher shall have five (5) working days after the written evaluation is forwarded to the teacher before another one of the three (3) required evaluations is given.
4. Management has the right to visit any classroom at any time and their observations may be part of the teacher's record. A copy of any document to be placed in the record will be forwarded to the teacher at the time it will be placed in the record. However, this visitation shall not be interpreted to replace any of the required evaluations.

D. Report of Evaluation

1. Within ten (10) days after the evaluation, a conference with the teacher will be held at which time the written evaluation will be reviewed. A copy of the written evaluation report shall be given to the teacher at this time. The teacher shall sign and date the evaluation and return it to the evaluator within ten (10) working days. Such signature by the teacher will not necessarily indicate agreement with the content of such material. The teacher shall have the opportunity to make a written response which shall be attached to and be considered part of the evaluation form.
2. The principal's evaluation of all teachers who must be considered for non-renewal of contracts must be completed by April 10.

E. Teacher Evaluation Form

Teacher evaluations will be recorded on the form in Appendix B.

- F. The parties agree that this procedure shall supersede ORC §3319.111.

SECTION XII: TEACHER CONTRACTS

Certificated/licensed employee contracts in the Bucyrus City School District shall be of four (4) types:

A. Limited Contracts

1. Limited regular teaching contracts shall not apply to supplemental responsibilities and may be approved by the Board on the recommendation of the superintendent as follows:

- a. One (1) year contracts will be granted for the initial year of employment and, if the teacher is re-employed, for the second and third year of employment in the District.
- b. Two (2) year contracts will be granted after three (3) years of uninterrupted service in the District if the teacher is re-employed.
- c. Three (3) year contracts will be granted after completion five (5) years of uninterrupted service in the District if the teacher is re-employed.
- d. One and only one time, at the end of a contract cycle contained in a, b, or c above, the administration may return an employee to a one (1) year contract, with reasons given. If the employee is then renewed at the conclusion of the one (1) year, it will be at the place in the contract cycle where the employee was before the one (1) year contract.

B. Continuing Contracts

Certificated/licensed staff members who become eligible through certification/licensure and service requirements established by Ohio statute and who inform the administration in writing on or before September 15 that he/she will be eligible for a continuing contract during the school year shall be eligible for continuing contract consideration in April of that school year. Failure to provide such written notification, on or before September 15, shall defer continuing contract consideration until April of the following school year. If a member becomes eligible for a continuing contract during the term of a multiple-year limited contract, and the superintendent recommends and the Board approves a continuing contract, the member agrees to waive the limited contract at the end of the academic year, then a continuing contract shall be issued for the beginning of the next succeeding academic school year.

C. Supplemental Contracts

1. Supplemental limited contracts for a term not to exceed one (1) year shall be issued to all certificated/licensed staff members performing assigned supplemental duties in addition to regular teaching duties.
2. Such contracts shall set forth the duties to be performed, the compensation to be paid and shall be signed by the employee and the appropriate Board officers.

3. The performance of any supplemental contract holder shall be evaluated in accordance with the following provisions:
 - a. The appropriate school administrator and/or the athletic director shall be responsible for initiation of the evaluation procedure.
 - b. Evaluators may be any administrator or other individual(s) mutually acceptable to the administrator and the contract holder. Members of the bargaining unit shall not be involved in the evaluation procedure. However, head coaches shall, upon request, provide the athletic director with substantive input with regard to the performance of the assistant coaches in their particular assignment.
 - c. The first observation of a member performing supplemental contract duties will be mutually agreed upon by the evaluator and the member at least two (2) working days in advance, unless a shorter period is mutually agreed upon. All other observations need not be announced.
 - d. Written evaluation shall be made after each observation, and the evaluator shall review the evaluation with the member within five (5) working days following the observation. The evaluation shall be signed and dated by both the evaluator and the member. Space shall be provided on the evaluation form for the member to indicate agreement and/or disagreement with the evaluation. Supplemental statements may be attached by either party at a later time. The member shall be given a copy of the written evaluation. A copy of the evaluation form can be found in the Appendices of this bargaining agreement.

D. Miscellaneous Contract Provisions

1. All contracts for regular teaching duties shall set forth the basic salary to be paid for the next contract year.
2. Teachers holding continuing contracts shall be notified not later than July 1 of the base salary to be paid during the next contract year, certification/licensure on file, type of contract and year granted, academic training on file as of May 1, experience in years as of the end of the current school year and the number of tax exemptions currently in effect.
3. Deduction for unauthorized and approved absences without pay shall be computed at the rate of $1/n$ (n =annual assigned duty days) of the annual salary for each day deducted.

E. Teacher Licensure

1. The Board and the BEA expressly agree that if any teaching employee does not possess a valid teaching certificate/license at the commencement of the school year, such event will be just cause grounds for termination pursuant to O.R.C. §3319.16.

2. Highly Qualified Status

Teachers currently employed by the District who are not in "highly qualified" status shall become highly qualified on or before March 31, 2009, or such failure to obtain "highly qualified" status shall be just cause grounds for termination.

SECTION XIII: DISCIPLINE, NONRENEWAL AND TERMINATION

A. Suspension

The Board may suspend the contract of a teacher, upon the recommendation of the superintendent, only after the teacher has been notified by the Board of its intent to proceed to terminate the teacher's contract and the teacher has been provided with the specifications required by law for such termination. The teacher will be retained in a pay status until the charges against the teacher have been fully proven. Insurance benefits will be continued until the contract termination is final or as may otherwise be required by law.

B. Nonrenewal of Limited Teaching Contracts

1. Nonrenewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less and who were employed by the Board after July 1, 2002
 - a. On or before April 30, limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board after July 1, 2002, shall be notified by the superintendent that they will not be recommended to the Board for rehiring for the next school year, if it is the desire of the Board not to reemploy the teacher for the following school year.
 - b. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of ORC §§3319.11 and 3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC §3319.11 or ORC §3319.111, or through the negotiated grievance procedure in this Agreement.

2. Nonrenewal of limited teaching contracts for employees who have been employed for more than three (3) years or who were employed on or before July 1, 2002
 - a. Any member of the bargaining unit employed under a limited contract for more than three (3) years or who were employed on or before July 1, 2002, and whose regular teaching contract the Board intends not to renew shall be notified in writing on or before April 30 of the Board's intention not to re-employ the teacher. Prior to Board action on a teacher's contract, the superintendent shall make a recommendation to the Board with respect to the renewal or nonrenewal of the teacher's contract.
 - b. If evaluation procedures have not been complied with pursuant to Section XI of this Agreement, or the Board does not give the teacher written notice on or before April 30, the teacher is deemed re-employed pursuant to the provision of ORC §3319.11.
 - c. Extended limited contracts in lieu of regular limited contracts may be granted by the Board in accordance with ORC §3319.11.
 - d. Teachers with more than seven (7) years experience may be nonrenewed only for good and just cause.

C. Termination of Contract

Termination of a teacher's contract by the Board shall be in accordance with ORC §§3319.16 and 3319.161.

SECTION XIV: SALARY PROVISIONS

A. Regular Salary

1. Effective July 1, 2008, the base salary shall be Twenty-Eight Thousand Two Hundred Seventy Four Dollars (\$28,274.00), with the step increments established by the index as shown in the following salary schedule.
2. Effective July 1, 2009, the base salary shall be Twenty-Eight Thousand Eight Hundred Thirty Nine Dollars (\$28,839.00), with step increments predicated on the index.

3. Effective July 1, 2010, the base salary shall be Twenty-Nine Thousand Four Hundred Sixteen Dollars (\$29,416.00), with step increases predicated on the index.
4. Direct deposit of pay shall be mandatory for all bargaining unit members.

**BUCYRUS CITY SCHOOL DISTRICT
2008-09 SALARY SCHEDULE**

EXP.	NO-DEG	BA	B/135 HRS	B/150 HRS	MA	MA+15	MA+30
0	\$24,457 0.865	\$28,274 1.000	\$29,122 1.030	\$29,970 1.060	\$30,819 1.090	\$31,667 1.120	\$32,515 1.150
1	\$25,447 0.900	\$29,546 1.045	\$30,395 1.075	\$31,243 1.105	\$32,317 1.143	\$33,165 1.173	\$34,014 1.203
2	\$26,436 0.935	\$30,677 1.085	\$31,526 1.115	\$32,374 1.145	\$33,674 1.191	\$34,523 1.221	\$35,371 1.251
3	\$27,426 0.970	\$31,808 1.125	\$32,656 1.155	\$33,505 1.185	\$35,031 1.239	\$35,880 1.269	\$36,728 1.299
4	\$28,415 1.005	\$32,939 1.165	\$33,787 1.195	\$34,636 1.225	\$36,389 1.287	\$37,237 1.317	\$38,085 1.347
5	\$29,405 1.040	\$34,070 1.205	\$34,947 1.236	\$35,767 1.265	\$37,746 1.335	\$38,594 1.365	\$39,442 1.395
6	\$30,395 1.075	\$35,201 1.245	\$36,049 1.275	\$36,898 1.305	\$39,103 1.383	\$39,951 1.413	\$40,799 1.443
7	\$31,384 1.110	\$36,332 1.285	\$37,180 1.315	\$38,029 1.345	\$40,460 1.431	\$41,308 1.461	\$42,157 1.491
8	\$32,374 1.145	\$37,463 1.325	\$38,311 1.355	\$39,159 1.385	\$41,817 1.479	\$42,665 1.509	\$43,514 1.539
9	\$33,363 1.180	\$38,594 1.365	\$39,442 1.395	\$40,290 1.425	\$43,174 1.527	\$44,023 1.557	\$44,871 1.587
10	\$34,353 1.215	\$39,725 1.405	\$40,573 1.435	\$41,421 1.465	\$44,532 1.575	\$45,380 1.605	\$46,228 1.635
11	\$35,343 1.250	\$40,856 1.445	\$41,704 1.475	\$42,835 1.515	\$45,889 1.623	\$46,737 1.653	\$47,585 1.683
12	\$35,343 1.250	\$41,987 1.485	\$42,835 1.515	\$43,683 1.545	\$47,246 1.671	\$48,094 1.701	\$48,942 1.731
13		\$43,118 1.525	\$43,966 1.555	\$44,814 1.585	\$48,603 1.719	\$49,451 1.749	\$50,299 1.779
14		\$44,249 1.565	\$45,097 1.595	\$45,945 1.625	\$49,960 1.767	\$50,808 1.797	\$51,657 1.827
15		\$45,380 1.605	\$46,228 1.635	\$47,076 1.665	\$51,317 1.815	\$52,166 1.845	\$53,014 1.875
16		\$47,076 1.665	\$47,924 1.695	\$48,773 1.725	\$53,296 1.885	\$54,145 1.915	\$54,993 1.945
19		\$48,292 1.708	\$49,140 1.738	\$49,988 1.768	\$54,710 1.935	\$55,558 1.965	\$56,407 1.995
24		\$49,508 1.751	\$50,356 1.781	\$51,204 1.811	\$56,124 1.985	\$56,972 2.015	\$57,820 2.045

**BUCYRUS CITY SCHOOL DISTRICT
2009-10 SALARY SCHEDULE**

EXP.	NO-DEG	BA	B/135 HRS	B/150 HRS	MA	MA+15	MA+30
0	\$24,946 0.865	\$28,839 1.000	\$29,704 1.030	\$30,569 1.060	\$31,435 1.090	\$32,300 1.120	\$33,165 1.150
1	\$25,955 0.900	\$30,137 1.045	\$31,002 1.075	\$31,867 1.105	\$32,963 1.143	\$33,828 1.173	\$34,693 1.203
2	\$26,964 0.935	\$31,290 1.085	\$32,155 1.115	\$33,021 1.145	\$34,347 1.191	\$35,212 1.221	\$36,078 1.251
3	\$27,974 0.970	\$32,444 1.125	\$33,309 1.155	\$34,174 1.185	\$35,732 1.239	\$36,597 1.269	\$37,462 1.299
4	\$28,983 1.005	\$33,597 1.165	\$34,463 1.195	\$35,328 1.225	\$37,116 1.287	\$37,981 1.317	\$38,846 1.347
5	\$29,993 1.040	\$34,751 1.205	\$35,645 1.236	\$36,481 1.265	\$38,500 1.335	\$39,365 1.365	\$40,230 1.395
6	\$31,002 1.075	\$35,905 1.245	\$36,770 1.275	\$37,635 1.305	\$39,884 1.383	\$40,750 1.413	\$41,615 1.443
7	\$32,011 1.110	\$37,058 1.285	\$37,923 1.315	\$38,788 1.345	\$41,269 1.431	\$42,134 1.461	\$42,999 1.491
8	\$33,021 1.145	\$38,212 1.325	\$39,077 1.355	\$39,942 1.385	\$42,653 1.479	\$43,518 1.509	\$44,383 1.539
9	\$34,030 1.180	\$39,365 1.365	\$40,230 1.395	\$41,096 1.425	\$44,037 1.527	\$44,902 1.557	\$45,767 1.587
10	\$35,039 1.215	\$40,519 1.405	\$41,384 1.435	\$42,249 1.465	\$45,421 1.575	\$46,287 1.605	\$47,152 1.635
11	\$36,049 1.250	\$41,672 1.445	\$42,538 1.475	\$43,691 1.515	\$46,806 1.623	\$47,671 1.653	\$48,536 1.683
12	\$36,049 1.250	\$42,826 1.485	\$43,691 1.515	\$44,556 1.545	\$48,190 1.671	\$49,055 1.701	\$49,920 1.731
13		\$43,979 1.525	\$44,845 1.555	\$45,710 1.585	\$49,574 1.719	\$50,439 1.749	\$51,305 1.779
14		\$45,133 1.565	\$45,998 1.595	\$46,863 1.625	\$50,959 1.767	\$51,824 1.797	\$52,689 1.827
15		\$46,287 1.605	\$47,152 1.635	\$48,017 1.665	\$52,343 1.815	\$53,208 1.845	\$54,073 1.875
16		\$48,017 1.665	\$48,882 1.695	\$49,747 1.725	\$54,362 1.885	\$55,227 1.915	\$56,092 1.945
19		\$49,257 1.708	\$50,122 1.738	\$50,987 1.768	\$55,803 1.935	\$56,669 1.965	\$57,534 1.995
24		\$50,497 1.751	\$51,362 1.781	\$52,227 1.811	\$57,245 1.985	\$58,111 2.015	\$58,976 2.045

**BUCYRUS CITY SCHOOL DISTRICT
2010-11 SALARY SCHEDULE**

EXP.	NO-DEG	BA	B/135 HRS	B/150 HRS	MA	MA+15	MA+30
0	\$25,445 0.865	\$29,416 1.000	\$30,298 1.030	\$31,181 1.060	\$32,063 1.090	\$32,946 1.120	\$33,828 1.150
1	\$26,474 0.900	\$30,740 1.045	\$31,622 1.075	\$32,505 1.105	\$33,622 1.143	\$34,505 1.173	\$35,387 1.203
2	\$27,504 0.935	\$31,916 1.085	\$32,799 1.115	\$33,681 1.145	\$35,034 1.191	\$35,917 1.221	\$36,799 1.251
3	\$28,534 0.970	\$33,093 1.125	\$33,975 1.155	\$34,858 1.185	\$36,446 1.239	\$37,329 1.269	\$38,211 1.299
4	\$29,563 1.005	\$34,270 1.165	\$35,152 1.195	\$36,035 1.225	\$37,858 1.287	\$38,741 1.317	\$39,623 1.347
5	\$30,593 1.040	\$35,446 1.205	\$36,358 1.236	\$37,211 1.265	\$39,270 1.335	\$40,153 1.365	\$41,035 1.395
6	\$31,622 1.075	\$36,623 1.245	\$37,505 1.275	\$38,388 1.305	\$40,682 1.383	\$41,565 1.413	\$42,447 1.443
7	\$32,652 1.110	\$37,800 1.285	\$38,682 1.315	\$39,565 1.345	\$42,094 1.431	\$42,977 1.461	\$43,859 1.491
8	\$33,681 1.145	\$38,976 1.325	\$39,859 1.355	\$40,741 1.385	\$43,506 1.479	\$44,389 1.509	\$45,271 1.539
9	\$34,711 1.180	\$40,153 1.365	\$41,035 1.395	\$41,918 1.425	\$44,918 1.527	\$45,801 1.557	\$46,683 1.587
10	\$35,740 1.215	\$41,329 1.405	\$42,212 1.435	\$43,094 1.465	\$46,330 1.575	\$47,213 1.605	\$48,095 1.635
11	\$36,770 1.250	\$42,506 1.445	\$43,389 1.475	\$44,565 1.515	\$47,742 1.623	\$48,625 1.653	\$49,507 1.683
12	\$36,770 1.250	\$43,683 1.485	\$44,565 1.515	\$45,448 1.545	\$49,154 1.671	\$50,037 1.701	\$50,919 1.731
13		\$44,859 1.525	\$45,742 1.555	\$46,624 1.585	\$50,566 1.719	\$51,449 1.749	\$52,331 1.779
14		\$46,036 1.565	\$46,919 1.595	\$47,801 1.625	\$51,978 1.767	\$52,861 1.797	\$53,743 1.827
15		\$47,213 1.605	\$48,095 1.635	\$48,978 1.665	\$53,390 1.815	\$54,273 1.845	\$55,155 1.875
16		\$48,978 1.665	\$49,860 1.695	\$50,743 1.725	\$55,449 1.885	\$56,332 1.915	\$57,214 1.945
19		\$50,243 1.708	\$51,125 1.738	\$52,007 1.768	\$56,920 1.935	\$57,802 1.965	\$58,685 1.995
24		\$51,507 1.751	\$52,390 1.781	\$53,272 1.811	\$58,391 1.985	\$59,273 2.015	\$60,156 2.045

B. Salary Schedule Advancement

1. Salary schedule advancement will occur upon receipt of official transcript of grades from college or university of attendance, with clear indication noted on the transcript of courses taken for the advancement. Transcript will be date stamped, or in the case of machine failure, hand written with the date received. Salary schedule advancement shall be effective on a quarterly basis.
2. The superintendent will be permitted to grant up to thirty (30) years experience on the salary schedule (including a maximum of five years military service experience) when employing a teacher from another chartered school system.
3. Credits shall be granted, as stated above, for experience in any accredited non-public school.
4. Academic credit for advancement on the salary schedule beyond the B.A. degree column shall be accepted from an accredited college or university under any of the following conditions:
 - a. Credit received is graduate level and/or part of a program that leads to a Master's degree related to the education field.
 - b. Credit received is from a program of professional growth and development related to the teacher's present teaching position. Undergraduate credit shall be acceptable for advancement to the B.A. and 135, B.A. and 150 semester hours columns.
 - c. Credit meets the requirements of the Ohio Revised Code for placement in the 150 hours column.

C. Supplemental Salary Schedule

1. Any bargaining unit member performing duties listed in the supplemental pay schedule shall receive the compensation for that additional duty contained in this schedule. Contract(s) shall be approved prior to the close of the school year preceding the effective date of the Contract.
2. For extra-curricular supplementals, except for performance which would otherwise lead to nonrenewal or termination of a teacher contract, teacher performance within a supplemental contract shall not adversely affect a bargaining unit member's continued employment in the district.
3. For explanation purposes, co-curricular carries with it the opportunity to earn credit; extra-curricular does not.

4. Between negotiation times additional activities and their supplemental salary may be added to this schedule by mutual consent of the Association and the Board.
5. Members shall not be required to accept a supplemental responsibility(ies) without his/her agreement and the execution of an appropriate contract.
6. Period of assignment of additional duty shall appear on the supplemental contract as well as the compensation and payment plan.
7. At the end of the supplemental duty period, the principal and the coach/advisor shall have a conference to review the seasonal assignment.
8. Experience shall be awarded for experience in the same or similar area of responsibility (i.e., baseball, softball, etc.) both within and outside the district. Persons moving to a head coaching position will receive credit on the head coaches schedule for years assisting in the same or similar sport.
9. Extra Duty Pay Schedule – The index numbers specified in the following schedule are to be applied as follows:
 - a. Zero (0) years experience – applied to the B.A. Step #1 of teachers’ salary schedule.
 - b. One (1) to three (3) years experience – applied to the B.A. Step #2 of teachers’ salary schedule.
 - c. Four (4) to six (6) years experience – applied to the B.A. Step #4 of teachers’ salary schedule.
 - d. Seven (7) years or more experience – applied to the B.A. Step #6 of the teachers’ salary schedule.

EXTRA DUTY PAY SCHEDULE

The extra duty salary schedule for the Bucyrus City Schools provided compensation for special members of the faculty for supplemental services. There has been an effort to reflect in the amount of monies provided for each assignment such factors as time involved, number of student participants, community expectations, financial responsibility, and contribution to general school esprit de corps.

The assigned percentages are as follows:

Head Football	20
Head Boys Basketball	20
Head Girls Basketball	20

Head Track (one coach both Boys and Girls)	20
Head Cross Country (Boys and Girls).....	16
Head Wrestling	14
Head Track (Boys only)	12
Head Track (Girls only)	12
Head Baseball	12
Head Softball	12
Head Golf.....	12
Head Boys Tennis	12
Head Girls Tennis	12
Head Volleyball	12
Head Swimming.....	12
Varsity Assistants in All Sports	11
Freshman Assistants in All Sports	10
Middle School Assistants in All Sports	9
Assistant Athletic Manager (Middle School).....	9.5
Bowling.....	4
Middle School/High School Choir.....	6
Elementary Choir	4
High School Cheerleading Advisor	10
High School Assistant Cheerleading Advisor.....	7
Middle School Cheerleading Advisor.....	5
High School Concert, Marching and Pep Band	17
Middle School Marching and Pep Band	16
Majorettes and Flag Corps Advisor	4
High School Pep Club.....	4
Percussion Advisor	4
Curriculum Committee Chairperson.....	4.5
Yearbook Advisor	9
Newspaper Advisor.....	6.5
Bucyrus Players.....	5
Drama Advisor.....	10
Assistant Drama Advisor	5
High School Quiz Team.....	4
Girls' Boosters	7
Science Club	4
High School Student Council.....	7
Middle School Student Council	7
Senior Class Advisor.....	4
Junior Class Advisor	5
Prom Advisor	5
Sophomore Class Advisor.....	2
Freshman Class Advisor	1
National Honor Society Advisor.....	3
Secondary Department Head.....	5.5

Elementary Grade Level Chairs	5.5
Art Club Advisor.....	4
Ski Club Advisor	3
IVDL (Distance Learning)	12
Building Technology Leader.....	12
Teacher Leader.....	4

D. Curriculum Committee

The Curriculum Committee chairperson shall receive the following compensation:

1. A major curriculum guide revision shall cover a period of one (1) year.
2. On November 1, February 1, and April 1 of each year, a progress report will be given to the superintendent or his designee on each of the above.
3. Department heads should have goals and a purpose of that various areas of the curriculum will be placed in approximately five (5) groups.

E. Pay for Covering Classes

1. In the event that a specialized substitute or a regular substitute cannot be obtained for a class, then the regular classroom teacher, when asked by the building administrator to relinquish any preparation time, will cover the class and be paid at the rate of Twenty-Six Dollars and Sixty-Seven Cents (\$26.67) per hour.
2. By mutual agreement of a teacher and the teacher’s assigned principal/supervisor, the teacher may waive all of his/her planning period in order to teach an additional class. Such teacher who has waived all of his/her planning time shall be paid the prorated portion of his/her per diem wages in exchange for teaching the additional class.

F. Hiring Retired Teachers

1. Definition of Retiree – A retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio, and who retired from service from the District.
2. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the superintendent. This may only occur after proper posting and bidding by the bargaining unit.

3. A retiree shall be paid in accordance with the negotiated salary schedule and shall be placed on the schedule as if they were a new employee in the District.
4. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the superintendent. The requirements of this Agreement regarding limited contract teachers shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to ORC §§3319.11 and 3319.111.
5. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.
6. A retiree shall accumulate and may use sick leave in accordance with Section IX (B) of the Negotiated Agreement, but shall not be entitled to severance pay under Section XV (F) of the Negotiated Agreement or under law upon conclusion of employment as a retiree.
7. A retiree shall not be entitled to participate in insurances provided to the bargaining unit members under Section XV of the Negotiated Agreement. If STRS rules and/or state statute deny STRS-sponsored insurance coverage to a retiree, then the retiree shall be eligible to participate in the District's insurance programs and shall pay one hundred percent (100%) of the cost unless the Superintendent, at his/her discretion, agrees that said retiree is eligible for insurance under the terms and conditions of Article XV of this Agreement.
8. A retiree shall not accumulate seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to Section VIII of the Negotiated Agreement.
9. A retiree is eligible for a supplemental contract only at the discretion of the superintendent. This subsection supersedes ORC §3313.53.
10. A retiree shall not be eligible for purchase of service credit.
11. Retired teachers who were rehired by the Board prior to ratification of this Agreement shall be eligible for the District's insurance at the same rate as the remainder of the Association members.

SECTION XV: FRINGE BENEFITS

A. Hospital/Surgical Insurance

1. The Board shall agree to make available hospital/surgical coverage comparable to the current plan of benefits in effect at the start of this Agreement. Major changes in benefits will be reviewed with the benefits committee prior to implementation. Full time for insurance purposes only shall be defined as employees who work the full length of the teacher day. The Board shall pay ninety-nine percent (99%) of the monthly premium cost for such insurance, and the employee shall pay the remaining ten percent (10%) through payroll deductions for employees. Part-time teachers shall receive coverage on a pro-rata basis, based upon the percentage of full time they work. When two spouses are employed by the Board, only one family plan may be selected.
2. Any employee whose salary increase is less than the increased cost of the employee premium increase shall receive an additional salary increase so that the employee experiences no reduction in pay due to this change.

B. General

1. The Board shall institute an Insurance Committee whose purpose shall be to review the district's medical insurance plan and advise the Board on matters related to the plan. The Committee shall consist of the superintendent or his/her designee, the treasurer or his/her designee, up to two (2) bargaining unit members appointed by the Association, up to two (2) bargaining unit members appointed by the Organization and such consultants as deemed appropriate by the representatives of the Committee.
2. The Insurance Committee shall meet at mutually convenient times as requested by either the Board or the two (2) respective Associations.
3. The Board will provide the Association with at least twenty (20) days notice before making any change in insurance carrier(s) or insurance administrator(s).
4. Nothing within this section, hospital/surgical insurance, shall be construed to limit the Board's right to determine and select the carrier/administrator of its choice.
5. See Appendix O for insurance specifications.
6. A pre-admission review and continued stay review program will be instituted to insure that each hospital admission is appropriate and consistent with the diagnosis and treatment plan. When a physician recommends hospitalization, the covered employee/dependent will need to contact the toll free number of the carrier's review department prior to the scheduled admission. In case of an emergency hospital admission, the employee or family member will need to contact the carrier's review department by the next business day.

7. A “Second Surgical Opinion Program” will be instituted to insure that the insured is receiving consideration for all possible medical alternatives. The program is voluntary and is offered as a convenience. However, certain procedures may require a second opinion prior to surgery.
8. Premiums shall be paid for all certificated/licensed employees whose resignations become effective at the end of the current school year as long as the employee is on the Board payroll but, in no case, after the month of August.
9. The last monthly premium paid by the Board for an employee who resigns during the current school year shall be for the month in which the resignation becomes effective.
10. Comprehensive Major Medical Coverage shall meet specifications as prescribed in Anthem Blue Cross/Blue Shield Access PPO-VO2 Plan or its equivalent (Appendix O of this Agreement).
11. Insurance Committee

The parties agree that the District Insurance Committee will study the District’s insurance program on an ongoing basis with a goal of implementing a more efficient and less costly medical insurance plan.

C. Hospital/Surgical Insurance – Refusal Option

1. Full time bargaining unit members who are insured under a health insurance plan and who are eligible to receive Board paid contributions to health insurance plan benefits provided in this Agreement, and who do not subscribe to those insurance benefits, and for whom the Board makes no insurance premium contributions, are eligible to participate in the refusal option. For employees hired on or after September 1, 2005, this provision does not apply when both spouses are employed by the Board. For such employees hired on or after September 1, 2005, each family is entitled to only one (1) family plan.
2. The refusal option must be exercised by the member at the beginning of the plan year. The member will notify the treasurer’s office in writing of his/her decision to exercise the refusal option.
3. Full time bargaining unit members who exercise the refusal option will be paid an amount equal to twenty-five (25) percent of the amount which the Board would have been required to contribute to that member’s health insurance premium payment, had the member been eligible for, and subscribed to, that coverage. This payment shall be paid within thirty (30) days after the end of the plan year.

4. Bargaining unit members who exercise the refusal option and who, involuntarily, lose other health insurance coverage through the layoff of a spouse, death of a spouse, or divorce from a spouse, will be permitted to enroll in the Board provided health insurance plan. Notice of intent to enroll will be provided in writing to the treasurer's office not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month. Members who enroll under this provision shall forfeit any payment they may have become eligible for by remaining under the refusal option for the entire plan year.

D. Dental Coverage

The Board shall provide dental coverage, if available, which contains such specifications as are acceptable to the Association, provided that the Board's monthly premium cost shall not exceed Forty-Five Dollars (\$45.00) per employee. If the plan acceptable to the Association entails a higher monthly premium, the excess over Forty-Five Dollars (\$45.00) per month per individual covered shall be charged to the member and paid through payroll deduction.

E. Life Insurance

The Board will provide individual term life insurance for all the full-time teachers to a limit of Thirty Thousand Dollars (\$30,000.00). The coverage also provides an accidental death and dismemberment provision in the amount of Thirty Thousand Dollars (\$30,000.00).

F. Miscellaneous Benefits

1. Liability – The Board will continue coverage for all employees.

2. Severance Pay

- a. Any member of the bargaining unit with ten (10) or more years of service with the Bucyrus City School District may elect, at the time of retirement from active service (STRS) with Bucyrus City School District, to be paid in cash for his/her accrued but unused sick leave credit, as stipulated herein. Payment of severance eliminates all sick leave credit for the employee.
- b. The severance payment shall be an amount determined by the following table:

<u>Sick Leave Balance at Date of Severance</u>	<u>No. of Days Severance Pay</u>
At least 235	65
At least 175	55
At least 100	50
Less than 100	30% of S.L. Balance

- c. Payment shall be made within sixty (60) days after verification of the first payment from the State Teachers Retirement System (STRS).
- d. The employee will be given the opportunity to attend a board/administrative informational workshop to go over the particulars of retirement from the Bucyrus system. The employee will receive a handout on retirement detailing the five (5) day buffer system in the year of retirement. Employees that are going to retire are encouraged to notify as early as possible to assist the Board in the severance process. In the last year before retirement, employees may accumulate two hundred sixty-five (265) days and use down to two hundred thirty-five (235) days and still receive sixty-five (65) days of severance pay before dropping to the next category.

3. Mileage Reimbursement

- a. The mileage rate for eligible employees shall be that rate currently in effect and allowable under the rules of the Internal Revenue Service. Changes in the mileage rate, as a consequence of changes made by the IRS, shall be implemented effective the first day of the calendar month following official notification of the employer by the Internal Revenue Service.
- b. Eligible employees are defined as those members of the bargaining unit designated to travel on business and/or in their official capacity as employee of the district. Mileage will be paid for 1) travel between buildings as part of the employee’s daily assignment, 2) travel to and from prior approved professional meetings and/or conferences, and 3) other travel assigned and approved by the superintendent or his designee.

4. Tuition Reimbursement

The Board will pay to the Association an amount for the purpose of educationally related tuition reimbursement for college/university course work taken by members of the bargaining unit. The annual amount will be paid in two equal installments, one in July and one in January following an internal review conducted by the Treasurer of the Association. The annual amount shall be as follows:

2008-2009	\$42,500.00
2009-2010	\$45,000.00
2010-2011	\$47,500.00

5. STRS Pick-up

- a. The Board of Education agrees to designate each employee’s mandatory contributions to the STRS as “picked up” by the Board. The amount

designated as “picked up” by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

- b. This policy applies without exception to all employees represented by the Bucyrus Education Association. The pick-up shall be applied to all earnings paid after that date.
- c. The amount to be tax sheltered on behalf of each employee shall be the employee’s share of STRS contributions as prescribed by Ohio law.
- d. Each employee shall be responsible for his/her own total tax shelter for reporting services to the IRS.

6. Retirement Incentive

- a. The Board agrees to offer a one time retirement incentive of Twelve Thousand Dollars (\$12,000.00) to any bargaining unit member who elects to retire in the first year of STRS retirement eligibility (i.e., 30 years of service, age 55 and 25 years of service, age 60 and five years of service). When such employees notify the Board of their election to retire under this plan on or before March 1, the retirement incentive amount will be Fifteen Thousand Dollars (\$15,000.00). This will be paid upon receipt of proof of retirement (i.e., copy of first retirement check).
- b. If the employee does not retire in the first year of eligibility, no retirement incentive will be available for that employee from that point on.

G. National Board Certification

A teacher who receives National Board Certification and provides evidence thereof shall receive a reimbursement of up to Five Hundred Dollars (\$500.00) for any costs incurred plus an additional one-time One Thousand Dollars (\$1,000.00).

H. Signing Bonus for New Teachers

A signing bonus of up to Two Thousand Dollars (\$2,000.00) may be paid to new teachers at the discretion of the Superintendent.

SECTION XVI: ASSOCIATION RIGHTS AND PRIVILEGES

A. Building Use

The Association and its representatives shall have the right to use the school building after normal school hours upon written request and approval from the administrator at all reasonable hours. Representatives of the Association may hold small group meetings without the formality of a building use agreement provided that the principal is notified in advance of the meeting to permit coordination of scheduled uses and further provided that the meeting would be completed prior to the normal closing time of the building.

B. Association Business

Authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that such business in no way interferes with the education program.

C. Notices/Mail

The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards located in member lounges. All mail sent by the Association through the inter-building communication system will relate to the current business of the district. With the approval of the principal, the Association and/or its representatives shall have the right to make brief announcements at faculty meetings.

D. Equipment and Supplies

The Association shall have the right to use Board-owned equipment and audio visual equipment provided that:

1. Such use does not interfere with the normal function of the school as determined by the building principal.
2. The use is strictly to serve the legitimate business of the Association such as the production of records, notices, or correspondence.
3. The purpose is for internal business use of the Association and not for public distribution.
4. Board-owned equipment will be used by teaching personnel only when such equipment is not assigned for classroom use.
5. Cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Association.

E. Board Meetings

1. The president of the Association will be notified of the time and place of all regular meetings and the time, place, and purpose of all special or emergency meetings of the Board. A special meeting will have twenty-four (24) hours prior notification given the president. If an emergency meeting is called, the president will be notified prior to the meeting. The Association president or his/her designee shall be provided release time to attend Board meetings that are scheduled during the school day.
2. The president, or designated representative, may file a request at the beginning of each Board meeting to speak to all on any issues as they might arise at the meeting during the course of the agenda. This is interpreted to be in compliance with the Board policy on public participation.
3. The agenda, financial statement, and previous meeting's minutes for the meetings of the Board will be available from the treasurer to a representative, as designated by the Association on Friday prior to the regular Board meeting.
4. The Board shall provide a policy manual for the Association. Each new policy enacted by the Board shall be provided to the Association for inclusion in the policy manual with fifteen (15) working days following the day acted upon by the Board.

Policy or policy change shall in no way violate the provisions of the contract between the Board and the Association.

The Association president shall be given notice of any change in current policy. If requested, the superintendent shall meet with the Association president to discuss the proposed change before the regularly scheduled meeting of the Board where such change is to be acted upon.

F. Representation

Any member of the bargaining unit shall be entitled upon request to have Association representation at any meeting to be held with the Administration or Board.

G. Payroll Deduction for Membership Dues

The Board agrees to provide payroll deduction of professional dues for the members of the Bucyrus Education Association to the United Education Profession (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association, and the Bucyrus Education Association), in equal amounts commencing with the first pay after BEA provides data to the treasurer and continuing through the last pay in May or as otherwise indicated with the written authorization of the member. Teachers employed after the start of the school year during which deduction is to occur shall be entitled to said payroll deduction. The deduction for such teachers may be as indicated above

or may start at a later date, but deductions must start within sixty (60) days of their employment date, will be of equal amount(s), and will be concluded prior to the end of the teacher's contract year for payroll purposes.

H. Fair Share Fee

1. Implementation

Effective with the implementation date of July 1, 2002, all teachers shall hereafter be either members of the BEA or be required to pay fair share fee to the BEA as a condition of continued employment with the Board in accordance with ORC §4117.09 (C). The Board shall annually deduct from the pay of each teacher who elects not to become or to remain a member of the BEA/OEA/NEA a fair share fee for the BEA representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the BEA/OEA/NEA's work in the realm of collective bargaining.

2. Notification

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the BEA/OEA/NEA, shall be transmitted by the BEA treasurer to the Board on or about October 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board shall promptly transmit all amounts deducted to the BEA.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deductions of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for teachers employed after December 31, until the first paycheck following the sixty (60) day grace period for newly-employed teachers.

b. Upon Termination of Membership During the Membership Year

The Board shall, upon notification from the BEA that a teacher has terminated membership, commence the deduction of the fair share fee with respect to the former BEA members, and the amount of the fair share fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

c. Transmittal of Deductions

The Board shall accompany each fair share fee transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each teacher.

d. Rebate Procedure

The BEA represents to the Board that an internal rebate procedure has been established in accordance with ORC §4117.09 (C) and that a procedure for challenging the amount of the fair share fee has been established and will be given to each teacher who does not join the BEA/OEA/NEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

e. Entitlement to Rebate

Upon timely demand, non-members may apply to the BEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the BEA/OEA/NEA.

f. Indemnification

The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

- (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- (2) The Association shall reserve the right to designate counsel to represent and defend the employer;
- (3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
- (4) The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

SECTION XVII: NON-DISCRIMINATION/NO REPRISALS

Neither the Board of Education nor the Bucyrus Education Association will discriminate or take reprisals against any member of the unit because of Association membership, Association activity, or for any other reasons prohibited by law.

SECTION XVIII: ADMISSION OF EMPLOYEE'S CHILDREN AS STUDENTS ON A TUITION-FREE BASIS

- A. Children of bargaining unit employees may be admitted to the schools of the district free of tuition charge. Nonresident children shall not be admitted to any school that has a list of resident children awaiting admission. The superintendent's authority to assign pupils shall also apply to nonresident children.
- B. Students admitted under this policy shall not be eligible for transportation services or transportation cost reimbursement.

SECTION XIX: LABOR MANAGEMENT COMMITTEE

Up to four (4) representatives of the Association and up to four (4) representatives of the administration shall meet monthly at a time convenient to both parties for the purpose of addressing issues and interests which develop during the course of day-to-day operations and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than one (1) day prior to the meeting, an agenda of the matters it wishes to discuss. The meeting may be postponed or cancelled by mutual agreement.

SECTION XX: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or equivalent activities.

- B. Term of Office

The term of office for members serving on the LPDC shall be two (2) years, except that two (2) initial appointments from the Association and one (1) initial appointment from the Board shall be three (3) year appointments.

C. Committee Composition and Selection

1. The LPDC shall be comprised of five (5) members as follows:
 - a. Three (3) bargaining unit members selected by the Association and two (2) administrators appointed by the superintendent.
 - b. If mutually agreed, the Association and superintendent may each appoint one (1) additional member.
2. In the event of a vacancy, the committee member will be replaced in accordance with C-1 a. above.

D. Chairperson

The chairperson shall alternate annually between the Association and Board representatives.

E. Decision Making

The committee will endeavor to make decisions by consensus in all cases. If efforts to reach consensus are unsuccessful, then decisions shall be made by majority vote of the committee members present and voting, so long as a quorum is present. A quorum shall be defined as a majority of the entire committee including at least one (1) representative from the Association and one (1) representative from the Board.

F. Training

1. Members of the LPDC will have the opportunity to attend training on the purpose, responsibilities, functioning, legal requirements and requisite skills of LPDCs. Training will be coordinated by the LPDC and submitted for approval to the superintendent. LPDC members must receive pre-approval for expenses.
2. LPDC members shall be reimbursed for actual and necessary expenses.

G. Meetings

The LPDC shall meet as often as necessary to complete their work. Not later than September 10 each year the committee shall post the meeting schedule in each building. Additional meetings may be scheduled as necessary.

H. Compensation

Committee members shall be paid at a rate established by the committee and approved by the Board and the Association for committee work or training performed outside the regular workday or work year.

I. Appeals Process

The appeals process shall be in accordance with LPDC Bylaws.

SECTION XXI – ENTRY YEAR/MENTOR TEACHER PROGRAMS

A. Entry Year Program

1. An entry year program for newly-hired teachers (“inductees”), or teachers who did not pass the Praxis III assessment in the first year, shall be implemented. New hires with less than five (5) years experience may choose to participate. The program shall include the use of mentor teachers trained in the Pathwise program.
2. An entry year program shall include the performance-based assessment of the entry year teacher in accordance with the Ohio Administrative Code. An entry year program shall also include a formal program of support, including mentoring to foster professional growth of the individual that is congruent with required performance-based assessment. Performance-based assessment of entry year teachers shall be administered under the authority of the State Board of Education.
3. The program shall be governed by a joint committee, consisting of administrators and teachers.
4. The entry year program shall include the following elements:

B. Mentors

1. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with the collective bargaining agreement.

2. Qualifications

Teachers must be trained in the Pathwise Program. Teachers must have been employed on a regular teaching contract in the district for at least the last three (3) consecutive years to be eligible to serve as a mentor. Mentors should be from the same subject area and grade level as the inductees, who have demonstrated their ability to utilize a variety of instructional methods and to communicate with colleagues constructively. The term of a mentor teacher is one (1) year, which may be renewed.

3. Compensation

Mentors shall be issued a supplemental contract, paid at the rate of two percent (2%) of the BA-0 salary.

4. Training

Training in mentoring, including the methods of assessment to be used by the State Department of Education (i.e., Praxis III and Pathwise), shall be provided to mentors at Board expense if not compensated by some other source.

5. Confidentiality

Mentors shall maintain confidentiality in all interactions, written or verbal, with inductees. No mentor may be compelled to release information regarding the inductee's progress not to make recommendations regarding the inductee's continued employment. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor. The removal of a mentor is not grievable or appealable.

C. Inductees

1. Compensation and Workload

The inductee shall receive one hundred percent (100%) of the salary to which the inductee is entitled under the collective bargaining agreement. In addition, the inductee shall be assured of regularly scheduled time during the workday to meet with the assigned mentor.

2. Training

Training on the methods of assessment to be used by the Ohio Department of Education (i.e., Praxis III and Pathwise) shall be provided to inductees at Board expense.

3. Confidentiality

No inductee may be compelled to release information to the school district regarding the inductee's assessment by the Ohio Department of Education, nor may such information be used in the evaluation of the inductee by school district administrators. The inductee's personnel file may only include information stating that the inductee has participated in an entry year program.

4. Protection

- a. No later than six (6) weeks after the initiation of the entry year program, the inductee may exercise the option to have a new mentor assigned.
- b. No adverse employment action may be taken against an inductee who fails to successfully complete the entry year program but who retains the appropriate teaching credential, unless all applicable provisions in the collective bargaining agreement relating to teacher evaluation and nonrenewal of contracts have been followed.


SECTION XXII: DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2008, and shall continue in full force and effect through June 30, 2011.
- B. It is understood that this successor agreement between the parties shall be composed of the various terms and conditions of employment that were agreed to by the parties during the current negotiations period and includes all other provisions of the previous contract not altered during negotiations.
- C. In witness whereof, the parties have caused this contract to be executed on the day indicated below.

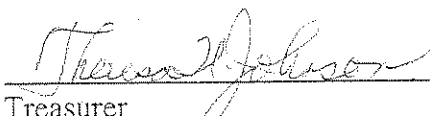
FOR THE BOARD:




President of the Board



Superintendent



Treasurer



Negotiations Committee



Negotiations Committee

FOR THE ASSOCIATION:



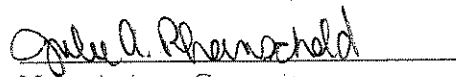
President of the Association



Negotiations Chairperson



Negotiations Committee



Negotiations Committee



Negotiations Committee





Social Security # _____

**BUCYRUS CITY SCHOOL DISTRICT
PAY FOR COVERING CLASSES**

I, _____, request additional pay for substituting for

_____ in _____
(name) (subject)

on _____. Such substituting was requested of me by my principal,
(date)

_____ who indicated that an outside substitute was
not available. My period of substitution was for _____ minutes above and
beyond my assigned duties.

I attest to the above statement as being true and accurate in all respects.

Teacher Making Request

Approved _____ Disapproved _____

Building Principal

Approved _____ Disapproved _____

Superintendent

**BUCYRUS CITY SCHOOL DISTRICT
TEACHER OBSERVATION/EVALUATION FORM**

Classroom Observation Date _____ Time _____

Teacher Presentation

Teaching Aids Used in Lesson

- _____ Lecture Type
- _____ Question-Answer Type
- _____ Student Reports
- _____ Group Work
- _____ Teacher Working with Individuals
- _____ Other

- _____ Text
- _____ Visual Overhead
- _____ Written Board Use
- _____ Educational Technology
- _____ Other

Classroom Observation Date _____ Time _____

Teacher Presentation

Teaching Aids Used in Lesson

- _____ Lecture Type
- _____ Question-Answer Type
- _____ Student Reports
- _____ Group Work
- _____ Teacher Working with Individuals
- _____ Other

- _____ Text
- _____ Visual Overhead
- _____ Written Board Use
- _____ Educational Technology
- _____ Other

The definitions of the letters used in this evaluation are as follows:

- EE Exceeds Expectations - Performance observed exceeds the expectations of the evaluator.
- ME Meets Expectations - Performance observed meets the expectations of the evaluator.
- NI Needs Improvement - This aspect needs to be improved. Suggestions may be given.
- US Unsatisfactory - This aspect needs to be corrected. Suggestions will be given on how to accomplish this.
- NO/NA Not Observable/Applicable - This aspect was not observed or is not applicable in this evaluation.

A. INSTRUCTION

Shows evidence of preparation for classes EE ME NI US NO/NA
lesson plans turned in on time

Exhibits practical and technical knowledge EE ME NI US NO/NA
of subject matter

Appendix B (Cont'd)

Implements instructional objectives relevant to the course of study	EE	ME	NI	US	NO/NA
Uses a variety of appropriate teaching strategies/student assessments	EE	ME	NI	US	NO/NA
Provides instruction which meets individual needs of students	EE	ME	NI	US	NO/NA
Creates an environment conducive to learning	EE	ME	NI	US	NO/NA
States clear learning goals for the lesson	EE	ME	NI	US	NO/NA
Uses effective questioning techniques	EE	ME	NI	US	NO/NA
Uses a variety of instructional resources (computers, AV, center work, group projects)	EE	ME	NI	US	NO/NA
Encourages all students to actively participate and demonstrate good work and study habits	EE	ME	NI	US	NO/NA
Assignments are clear, concise, and relevant	EE	ME	NI	US	NO/NA
Effectively monitors student's progress and provides feedback	EE	ME	NI	US	NO/NA
Provides for student intervention by using appropriate data	EE	ME	NI	US	NO/NA
Demonstrates a connection between the content learned previously, current content and the content that remains to be learned in the future	EE	ME	NI	US	NO/NA

Comments/Recommendations:

B. CLASSROOM MANAGEMENT

Evidence of classroom rules and discipline strategies	EE	ME	NI	US	NO/NA
Appropriate behavior/language is modeled and reinforced	EE	ME	NI	US	NO/NA
Effectively manages class time	EE	ME	NI	US	NO/NA
Appearance of room is conducive to the educational process	EE	ME	NI	US	NO/NA
Communication with students encourages mutual respect	EE	ME	NI	US	NO/NA
Can sequence and vary learning activities to keep students focused	EE	ME	NI	US	NO/NA
Maintains appropriate emotional and intellectual climate for learning	EE	ME	NI	US	NO/NA
Displays responsible disciplining of students	EE	ME	NI	US	NO/NA
Supervision of assigned students is maintained at all times	EE	ME	NI	US	NO/NA
Maintains mobility in the classroom	EE	ME	NI	US	NO/NA
Assists in the general supervision throughout the school	EE	ME	NI	US	NO/NA
Takes necessary steps to maintain the physical condition of the room for health and safety of the students	EE	ME	NI	US	NO/NA
Maintain accurate and complete records in a timely fashion which are a required part of the job	EE	ME	NI	US	NO/NA

Comments/Recommendations:

C. PROFESSIONALISM

Takes part in professional activities	EE	ME	NI	US	NO/NA
Maintains professional and ethical relationships	EE	ME	NI	US	NO/NA
Follows school system's policies and procedures	EE	ME	NI	US	NO/NA
Upholds confidentiality in dealing with matters of student involvement	EE	ME	NI	US	NO/NA
Supports the mission statement of Bucyrus City Schools and also the mission of the building to which assigned	EE	ME	NI	US	NO/NA
Demonstrates flexibility in adapting to changes	EE	ME	NI	US	NO/NA
Works as a team member	EE	ME	NI	US	NO/NA
Remains current by taking additional educational courses/seminars	EE	ME	NI	US	NO/NA
Accepts suggestions in a positive manner	EE	ME	NI	US	NO/NA
Is prompt and punctual	EE	ME	NI	US	NO/NA
Is timely/accurate in performing necessary clerical responsibilities	EE	ME	NI	US	NO/NA
Communicates effectively and in a timely manner with parents	EE	ME	NI	US	NO/NA
Maintains positive, tactful relationships with parents	EE	ME	NI	US	NO/NA
Supports and fosters positive school-community relations	EE	ME	NI	US	NO/NA
Takes an active interest/part in the educational direction of the building	EE	ME	NI	US	NO/NA

Comments/Recommendations

This evaluation was discussed by both the teacher and evaluator. Signature by the teacher does not necessarily indicate agreement with the content of this evaluation. The teacher may comment on this form or attach a written response which will be considered part of this evaluation.

Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

Teacher's Comments:

**BUCYRUS CITY SCHOOL DISTRICT
ABSENCE/SUBSTITUTE REPORT**

Name _____ Date _____

Building _____ Social Security # _____

Date(s) of Absence _____ Total Days Absent _____

Absence Charged To:

I. Sick Leave

____ Pregnancy ____ Illness ____ Surgery ____ Personal Injury

If personal injury - were you injured while working ____ yes ____ no

____ Family Illness ____ Exposure to Contagious Disease

____ Death in Immediate Family

II. ____ Personal Leave*

VI. ____ Vacation

III. ____ Professional Leave*

VII. ____ Jury Duty

IV. ____ Without Pay*

VIII. ____ Association Leave

V. ____ Field Trip

Other _____

Contracted Employee Signature _____

.....

SUBSTITUTE EMPLOYEE TIME SLIP

Name _____ SS# _____

Personal Subbed For _____ School _____

Dates Worked _____

Hours (if not full day) _____ Approved by _____
Principal/Supervisor

Attach **time sheet** for Classified Personnel.

COPIES: White/Yellow (Treasurer) Pink (Principal)

**BUCYRUS CITY SCHOOL DISTRICT
GRIEVANCE REPORT FORM**

(To be filed in triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

STEP 2

(Submitted to Principal/Immediate Supervisor)

(Within ten [10] working days following completion of Step 1)

A. Date cause of grievance occurred _____

B. 1. Statement of grievance:

2. Relief sought:

3. Hearing requested _____
yes/no

C. _____
Signature of Aggrieved Date

D. Disposition by supervisor: Reply required within five (5) working days of the grievance or from the conclusion of the hearing if a hearing is requested.

Signature of Supervisor Date

STEP 3
(Submitted to Superintendent)

Must be filed within five (5) working days after receipt of the Step 2 disposition.

A. Position of Aggrieved or Association:

B. Hearing Requested _____
yes/no

Signature of Aggrieved

Date

C. Disposition by superintendent (or designee): Reply required within ten (10) working days after receipt of the appeal or ten (10) working days after the conclusion of the hearing if a hearing is requested.

Signature of Superintendent or Designee

Date

STEP 4
(Arbitration)

Must be filed with the superintendent within ten (10) working days after receipt of the Step 3 disposition.

A. Position of Association:

Signature of Association President

Date

B. Disposition of the Arbitrator:

Signature of Arbitrator

Date

Social Security # _____

BUCYRUS CITY SCHOOL DISTRICT
REQUEST OF ASSOCIATION BUSINESS DAYS

Name _____ Date _____

Building _____ No. of days requested _____

In accordance with the negotiated agreement, I hereby request Association leave beginning:

_____ A.M.
P.M. _____
Month Day Year

and ending _____ A.M.
P.M. _____
Month Day Year

Name of Business/Meeting _____

Location _____

Signature of Applicant _____

Signature of Association President _____

Date _____

Signature of Principal Date

Signature of Superintendent Date

All requests are to be submitted to the superintendent one week in advance of the intended absence. Copies are to be sent to: applicant, association president, treasurer, superintendent and principal. Absence report must be completed upon return and sent to central office.

**BUCYRUS CITY SCHOOL DISTRICT
EXPENSE VOUCHER**

Name _____ Date _____

Social Security # _____

School or Department _____ Trip To _____

Date(s) of trip _____

Purpose _____

Transportation: _____ Miles @ _____ per mile.....\$ _____

Lodging: (attach paid statement or receipt)\$ _____

Meals: (attach receipt).....\$ _____

Miscellaneous: (attach receipts).....\$ _____

Total \$ _____

Signed _____ Approved _____

Social Security # _____

**BUCYRUS CITY SCHOOL DISTRICT
ASSAULT LEAVE**

Name _____

Date _____

School or Department _____

Assault leave has been taken in accordance with the ORC §3319.143 and Section XI, Part I of the Negotiated Agreement between the Bucyrus City Board of Education and the Bucyrus Education Association.

_____ day(s) of assault leave was/were taken beginning at _____ /
Time

_____ / _____ 20____ and ending at
Day Month

_____ / _____ / _____ 20____
Time Day Month

Medical attention _____ required.
was/was not

If medical attention was required, the following information must be stated:

Name of Physician _____

Office Address _____

Applicant's Signature

Principal

Superintendent

The applicant is advised that such payment will not be made unless the provisions of Section IX (I) are complied with.

Social Security # _____

**BUCYRUS CITY SCHOOL DISTRICT
PROFESSIONAL LEAVE REQUEST FORM**

Name _____ Date _____ Bldg. _____

Date(s) of Professional Leave _____

Total Days _____ Location _____

Name of Workshop _____

Sponsoring Group _____

How will the leave benefit the district? _____

Funds to be charged to:

General _____

Athletic _____

Title I _____

DPPF _____

Food Service _____

Adult Basic _____

Teacher Develop. _____

Activity _____

Other _____

Expenditures:

Registration Fees \$ _____

Meals _____

Lodging _____

Mileage _____

Total \$ _____

Signature of Employee

Signature of Principal

_____ Approved _____ Rejected

.....
_____ Approved - Amount not to exceed _____ _____ Rejected

Reason(s) for rejection _____

Signature of Superintendent

Upon approval or rejection - copies will be returned as follows: 1) original (blue) retained by superintendent; 2) second copy (canary) returned to principal; and 3) third copy (white) returned to the person requesting the leave.

Social Security # _____

BUCYRUS CITY SCHOOL DISTRICT
PERSONAL LEAVE

Name _____ Date _____, _____

Building _____

Date(s) of Personal Leave _____ Total Days _____

(NOTE: Personal leave may not be used to extend school holiday periods or recesses in the school year calendar, to provide vacations, for shopping trips, or for leaves covered by any other provisions of this bargaining agreement unless it is an emergency and approved by the superintendent or his designee.)

Signature of Employee

.....
_____ Approved _____ Rejected _____
Principal/Supervisor

_____ Approved _____ Rejected _____
Superintendent

Reason(s) for Rejection: _____

*Absence report must be completed upon return and sent to central office.

BUCYRUS CITY SCHOOL DISTRICT
APPLICATION FOR LEAVE OF ABSENCE

Date_____

Name_____

Social Security #_____

School or Department_____

I hereby request a leave of absence without pay beginning_____

and ending_____ for the reason checked below:

_____ Illness/Disability*

_____ Professional/Educational Study*

_____ Maternity*

_____ Personal Reasons*

_____ Paternity/Adoption*

_____ Other (please specify)

The applicant is advised to examine and comply with applicable provision(s) of the Negotiated Agreement before submitting such application.

*Without pay (insurance continues by submitting premium to treasurer).

Applicant's Signature

Superintendent
(per Board of Education resolution)

_____ Approved

_____ Disapproved

cc: Payroll Department
Personnel file

BUCYRUS CITY SCHOOL DISTRICT
TEACHER REQUEST FOR TRANSFER FORM

Please complete this form in duplicate and forward both copies to the superintendent for his approval or rejection. Copies will then be returned or retained as follows: 1) Original - retained by superintendent, and 2) duplicate returned to the person requesting transfer.

A. General Information:

Number of years
in school system:

Number of year in
present position:

B. Present Position:

Other positions held in this school system:

1. _____ Dates _____

2. _____ Dates _____

3. _____ Dates _____

C. Transfer Requested:

Name of school: _____ Position _____

Reason(s) for request: _____

Qualifications for position: _____

Signature _____

Applicant

D. Disposition of Request (check one)

Approved _____

Rejected _____

If request is rejected, the reason(s) follow: _____

Superintendent's Signature _____

**BUCYRUS CITY SCHOOL DISTRICT
SICK LEAVE BANK REQUEST**

Date

_____, an employee of _____ years, who works in
Employee Name

_____ is about to exhaust his/her accumulated sick leave and has requested the establishment of a sick leave bank in his/her name, for the transfer of sick leave from any employee willing to donate from one to five days. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave days should complete the form below and return it to the school district treasurer. A donation which would reduce the donor's accumulation of sick leave to below 30 days will not be accepted.

Form must be received in the treasurer's office by _____

.....

BUCYRUS CITY SCHOOL DISTRICT

Sick Leave Donation Authorization

I, _____ authorize the transfer of _____ days of my accumulated
Print Name number

sick leave to _____
Recipient's Name

Employee Signature _____ Date _____

**BUCYRUS CITY SCHOOL DISTRICT
FAMILY AND MEDICAL LEAVE FORM**

_____ hereby requests family and medical leave commencing
Employee's Name
_____, _____. I anticipate return to my regular duties
_____, _____.

Signature

Date

APPENDIX O

BUCYRUS CITY SCHOOLS MEDICAL INSURANCE SPECIFICATION SUMMARY		
Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	24 Dependent, removal End of Calendar Year	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	\$5,000,000	
Benefit Period Deductible – Single/Family ¹	\$500/\$1,000	\$1,000/\$2,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500/\$1,000	\$700/\$1,400
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$25 copay, then 100%	80% after deductible
Urgent Care Office Visit ²	\$25 copay, then 100%	80% after deductible
Surgical Services in Physician's Office	100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing and Treatments	100%	80% after deductible
Preventative Services		
Routine Physical Exams ²	\$25 copay, then 100%	80% after deductible
Well Child Care Services including Exam and Immunizations (to age 9) ²	\$25 copay, then 100%	80% after deductible
Well Child Care Laboratory Tests (to age 9) ²	100%	80% after deductible
Routine Vision Exams (includes Refraction)	100%	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray, Immunizations, and Medical Tests (Age 9 and older)	100%	80% after deductible
Routine Endoscopic Services (Age 9 and older)	100%	80% after deductible
Outpatient Services		
Surgical Services (other than a physician's office)	100%	80% after deductible
Diagnostic Services	100%	80% after deductible

Benefits	Network	Non-Network
Physical Therapy – Professional and Facility (30 visits per benefit period)	Professional - \$15 copay, then 100%; Facility – 100%	80% after deductible
Occupational Therapy – Professional and Facility (30 visits per benefit period)	Professional - \$15 copay, then 100%; Facility – 100%	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	\$15 copay, then 100%	80% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	Professional - \$15 copay, then 100%; Facility – 100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room ^{3,4}	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{3,4,5}	\$100 copay, then 80%	\$100 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Professional Services	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility (Limited to 180 days per benefit period)	100%	80% after deductible
Physical Medicine/Rehab in a Comprehensive Inpatient Rehabilitation Facility (Limited to 60 days per benefit period)	100%	80% after deductible
Additional Services		
Diabetic Education and Training	Professional - \$15 copay, then 100%; Facility – 100%	80% after deductible
Ambulance	100%	100%
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	80%	60% after deductible
Home Healthcare	100%	80% after deductible (30 visits per benefit period)

Benefits	Network	Non-Network
Hospice	100%	100%
Organ Transplants – includes Transportation, Lodging, and Meals (\$1,000,000 lifetime maximum for all except kidney and cornea)	100%	50% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	Not Covered	Not Covered
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to two admissions per lifetime)	100%	80% after deductible (Substance Abuse - \$550 per benefit period)
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	100% Physician's Office - \$15 copay, then 100%	80% after deductible (Mental Health – 10 visits per benefit period; Substance Abuse - \$550 per benefit period)

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

All Other Services in the categories of outpatient services, inpatient services, and additional services would be subject to the deductible except the categories of physician/office services and preventative services.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³The copay applies to the Coinsurance Out-of-Pocket Maximum and stops being taken when the maximum is met.

⁴Copay waived if admitted.

⁵The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.