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# **NEGOTIATED AGREEMENT**

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between the

**BATH LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**BATH EDUCATION ASSOCIATION**

**July 1, 2021– June 30, 2024**

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## ARTICLE I

### **1.1    TERMS OF AGREEMENT**

- 1.11    The Board of Education of the Bath Local School District and the Bath Education Association hereby agree that the items in this document be adopted upon ratification by the Association and adoption by the Board to be in effect from July 1, 2021 and continuing in effect through June 30, 2024.
- 1.12    The Board of Education and the Bath Education Association agree that this document shall be the base from which future negotiations shall proceed.
- 1.13    As soon as practicable, but not later than sixty (60) days after ratification, this Agreement will be sent to SERB.
- 1.14    In witness thereof, we, the undersigned representatives of the Board of Education and the Bath Education Association, its officers and members, have hereunto set our hands this \_\_\_\_day of \_\_\_\_\_, 2021.

BATH EDUCATION ASSOCIATION

By: \_\_\_\_\_  
BEA President, Negotiator

By: \_\_\_\_\_  
BEA Head Negotiator

By: \_\_\_\_\_  
BEA Secretary

BATH LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Treasurer

## **ARTICLE II**

### **2.1 RECOGNITION**

- 2.11 The Bath Local School District Board of Education recognizes the Bath Education Association, affiliate of the Ohio Education Association, and the National Education Association, as the sole and exclusive representative, for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all licensed and/or certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, tutors, guidance counselors, librarians, media and program specialists, nurses. No substitutes can be used to fill a regular teacher vacancy except on a temporary basis. A vacancy is not created because a teacher is on approved leave, paid or unpaid.
- 2.12 Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic Director, non-certified employees and all non-certificated/non-licensed employment, other substitutes, and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall also include any newly created non-supervisory certificated/licensed position having a community of interest in wages, hours, and terms and conditions of employment with teachers in the unit as described above.

### **2.2 DEFINITIONS**

- 2.21 The following definitions apply to this Agreement unless expressly provided otherwise:
- 2.211 The “Association” means the Bath Education Association and members acting on behalf of the Association.
- 2.212 The “Board” means the Bath Local School District Board of Education and its administrators and others authorized to act on its behalf.
- 2.213 “Days” means work days.
- 2.214 “District” means Bath Local School District.
- 2.215 “Teacher” means an employee of the Board in the bargaining unit described in paragraph 2.11 above.
- 2.216 “Full Time” teacher means a member of the bargaining unit who is employed to work a day as defined in Article XVIII 18.21 for a minimum of one hundred twenty (120) days or more in one (1) school year.
- 2.217 “Part Time” teacher means a member of the bargaining unit who works less than a full day as defined in Article XVIII 18.21 and/or for less than one hundred twenty (120) days in one (1) school year.



- 2.218 “Home Instruction Tutor” means an hourly employee excluded from bargaining unit who works less than one (1) full day as defined in Article XVIII 18.21 and/or for less than one hundred twenty (120) days in one (1) school year.
- 2.219 “Athletic Director” means a teacher or administrator who has been assigned the responsibility for daily supervision of Bath’s athletic and co-curricular activities.
- 2.220 “Comparable Evaluations” means certificated/licensed personnel receiving the same summative rating on the OTES evaluation.

## **ARTICLE III**

### **3.1    ENTIRE AGREEMENT**

- 3.11    The specific provisions of the Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit.
  
- 3.12    The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior Agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

## **ARTICLE IV**

### **4.1 WAIVER OF NEGOTIATIONS**

- 4.11 The Association acknowledges that during the negotiations leading to the execution of this agreement, it had the full opportunity to submit all items appropriate to collective bargaining and that it expressly waives the right, except as spoken to in this agreement, to submit any additional item for negotiation during the term of this agreement, whether or not the item was discussed during the course of negotiations leading to the execution of this agreement.
- 4.12 The specific provisions of this agreement are the sole source of any rights that the Association or any member of the bargaining unit may allege the Board has violated in filing a grievance.

## **ARTICLE V**

### **5.1     SEVERABILITY**

5.11     Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary.

5.111     If any specific provision(s) of this Agreement is (are) invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

5.112     If any specific provision(s) of this Agreement is (are) found unlawful after court Appeals have been exhausted or withdrawn, all other provisions of this Agreement shall remain in full force and effect.

## **ARTICLE VI**

### **6.1 NON-DISCRIMINATION PROVISION**

- 6.11 Teachers shall be employed by the Bath Local Schools without regard to race, color, creed, national origin, age, sex, religion, ancestry, marital status, sexual orientation, citizenship status, military status, or handicap.

## **ARTICLE VII**

### **7.1 BOARD POLICIES**

- 7.11 The Board shall make copies of school district Policies available on the District website.
- 7.12 Willful violation of school policy may subject a teacher to the due process/discipline procedures in Article XII.

## **ARTICLE VIII**

### **8.1     MANAGEMENT RIGHTS**

- 8.11     Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including but not limited to management's right to:
- 8.111       determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure.
  - 8.112       hire, assign, direct, schedule, supervise, and evaluate teachers.
    - 8.1121       Per Article 33.5, evaluation guidelines concerning student growth measures will be located in Appendix C during the contract period. The Board of Education will comply with O.R.C. 3319.111, 3319.112, and Board of Education Policy in evaluating bargaining unit members.
    - 8.1122       The June 1 deadline for a notice of non-renewal contained in ORC 3319.11 shall remain in effect.
    - 8.1123       Any grievance pertaining to a bargaining unit member's evaluation shall be limited to procedural issues. No grievance may be filed relative to the substantive issues contained within the evaluation.
  - 8.113       maintain and improve the efficiency and effectiveness of school operations.
  - 8.114       determine the methods, processes, means, and personnel by which school operations are to be conducted.
  - 8.115       suspend, discipline, demote, or terminate teachers for just cause.
  - 8.116       lay off, transfer, promote, or retain teachers.
  - 8.117       determine the adequacy of the work force.
  - 8.118       determine the overall mission of the school district as an educational unit; effectively manage the work force.
  - 8.119       take actions to carry out the mission of the school district.
  - 8.120       determine the work hours of teachers and the instructional hours for pupils.
  - 8.121       direct, assign and schedule pupils.

- 8.122      establish a competency based education program for all subjects to include, but limited to pupil performance objectives, Bath testing instruments and use of associated record keeping systems.
  - 8.1221      The competency based education program in grades K-12 shall be reading, writing/language arts, mathematics, science and social studies as prescribed by the State of Ohio.
- 8.123      establish a Mentor Program utilizing department heads and/or grade level chairperson and/or county supervisors.
  - 8.1231      Any state funds for support of this Mentor Program shall be used to supplement salaries of department heads and grade level chairperson when established.



## ARTICLE IX

### 9.1 **ASSOCIATION RIGHTS**

#### 9.11 Use of Facilities

- 9.111 The Association shall have the right to post notices, except items related to a potential strike, of activities and matters of Association concern on Association bulletin boards.
  - 9.1111 The Board shall provide at least one (1) bulletin board in each school building in areas frequented by teachers.
  - 9.1112 The Association may use the District mail service and teacher mailboxes for all communications except items related to a real or potential Bath strike, without interference, censorship or examination of such communication by the Board.
  - 9.1113 The Association shall have the right to use school facilities and equipment at no charge provided such does not relate to a real or potential Bath strike.
- 9.12 Authorized representatives of the Association shall be permitted to transact Association business on school property.
- 9.13 The Association shall be the exclusive representative of teachers in the bargaining unit.
- 9.14 The Association shall have the right to receive a list of names, assignments, seniority list, work locations, and telephone numbers and home addresses of teachers (except for those who request the withholding of telephone numbers and addresses), contract status, and placement on the salary schedule for all members of the bargaining units.
  - 9.141 This list shall be provided to the Association President at no cost by November 1<sup>st</sup> of each year.
- 9.15 The Superintendent shall make available to the Association President, on the second day before each Board of Education meeting, a copy of the agenda for that meeting.
  - 9.151 The minutes up for Board action shall be made available to the Association with the agenda for that meeting.
- 9.16 Provided the Association's designated representative shall be given sufficient time on the agenda at faculty meetings and workshops to present reports and announcements.
- 9.17 The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.

- 9.18 The Board and Association shall, upon written request, furnish the other available non-confidential information in its existing form which is relevant to proper subjects of bargaining or which is directly related to and necessary for administration of the terms of this Agreement. Such information shall be furnished within ten (10) calendar days of receipt of request.
- 9.19 The right of payroll deduction shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. The Board shall make payroll deduction of Association dues, Bath Education Association Scholarship Fund, Political Action Contribution, and/or annuity on the following basis:
- 9.191 Payroll deduction of Association dues shall be made upon the written authorization of the teacher. Teachers who select Continuing Payroll Deduction shall remain continuous from school year to school year until revoked in writing by the teacher. The association representative shall provide a copy of the authorization and/or revocation to the Association treasurer as well as to the Treasurer of the Board.
- 9.192 The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount of dues to be deducted may be increased or decreased from school year to school year upon receipt by the Treasurer of written notice of such change on or before the first Friday after instruction begins. Dues shall be deducted in approximately twenty (20) equal installments from teacher paychecks, beginning in late September. The dues of a teacher who does not work a full work year shall be prorated by the amount determined by the Association treasurer and any balance of dues owed shall be deducted from the teacher's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.
- 9.193 With respect to all sums deducted by the Board pursuant to authorization of the teacher for membership dues, the Board agrees promptly to remit such monies to the Bath Education Association Treasurer along with an alphabetical list of teachers for whom such deductions have been made and any changes that may have occurred since the previous list.
- 9.20 The rights granted herein to the Association shall not be granted or extended to any competing organization with respect to teachers.
- 9.21 Any certificated/licensed employee of the Bath Local School District, who resides outside the Bath Local School District, may bring his/her child/children to Bath Local Schools without paying tuition. Transportation of this child is the responsibility of the employee. The Superintendent must be given written notice to activate this enrollment.

## ARTICLE X

### 10.1 NEGOTIATION PROCEDURE

#### 10.11 Directing Requests

- 10.111 Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiation meetings shall be submitted between fifty (50) and one hundred (100) days prior to the expiration of the contract term.

#### 10.12 Negotiation Meetings

- 10.121 The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties.
- 10.122 Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. As used in this Article, the terms "Board" and "Association" shall be construed to include their respective representatives. Times and dates as used in this Article may be changed by mutual agreement.

#### 10.13 Representation

- 10.131 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board and of the Association shall meet at mutually agreed times to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 10.132 There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association. The Board shall make copies of the final agreement available in each building office and/or library within thirty (30) days after the agreement is signed.
- 10.133 The Board shall make copies of adopted school district policies available in each building office and/or library within the district. Any policy changes and/or additions shall be made available in the same locations within thirty (30) days of adoption.

#### 10.14 Information

- 10.141 The Association and Board agree to furnish each other upon written request and in reasonable time all factual information pertinent to the items being negotiated. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

#### 10.15 While Negotiations are in Progress

- 10.151 “Caucus” – The Chairman of either group may recess his group for independent caucus of reasonable duration at any time.
- 10.152 “Protocol” – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
- 10.153 “Item Agreement” – As negotiation items receive tentative agreement they shall be reduced to writing, dated and initialed by each party.
- 10.154 “Schedule of Meetings” – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

#### 10.16 Agreement

- 10.161 When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval.

#### 10.17 Disagreement

- 10.171 When the parties are unable to reach agreement within thirty (30) days of the expiration date of this Agreement, either party may call for mediation. A mediator may be selected by agreement.
- 10.172 If agreement on selection of a mediator is not reached within five (5) calendar days after the call for mediation, a joint letter shall be written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.
- 10.173 Any costs, should they occur for Federal Mediation and Conciliation Service shall be shared equally between the Association and the Board of Education.
- 10.174 The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

10.1741 In the event an agreement cannot be achieved within thirty (30) days of the first mediation session the Association may invoke Article X, Section 10.175.

10.175 In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code which states:

10.1751 “No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.”

#### 10.18 Rights of Individuals

10.181 Nothing in this Document shall prohibit any certificated teaching employee from presenting views, proposals, or grievances in accordance with established procedure, and any cost shall be borne by the individual. Negotiations, however, shall be conducted according to this contract.

#### 10.19 Good Faith Bargaining

10.191 The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement.

10.192 The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession or counter proposal.

10.20 The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed by the parties.

## ARTICLE XI

### 11.1 **GRIEVANCE PROCEDURE**

#### 11.11 Definitions Concerning Grievances

- 11.111 A “grievance” is a claim by the Association or by one (1) or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement, or a violation, misapplication or misinterpretation of Board policy.
- 11.112 “Grievant” shall mean a person(s) in the bargaining unit making the complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance and the complaint shall be considered as one grievance.
  - 11.1121 Such person(s) or the Association may be represented or accompanied by a representative of the Association’s choosing at any formal level of this procedure.
- 11.113 “Bargaining Unit” shall mean as defined in the recognition language of this contract.
- 11.114 The “time limits” contained in this Section shall serve as a maximum.
  - 11.1141 Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance.
  - 11.1142 Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure.
  - 11.1143 If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the district due to vacation, professional leave or emergency business, the appeal period shall be extended to accommodate such absence.
- 11.115 “Day” means school day during the regular school year and Monday-Friday (other than holidays) during summer.
- 11.116 “Immediate Supervisor” shall mean the administrator(s) to whom the member(s) of the bargaining unit report and/or who evaluate his/her performance.

#### 11.12 Purpose of Grievance Procedure

- 11.121 The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to the grievances of all members in the bargaining unit.
- 11.122 Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

#### 11.13 Procedure

##### 11.131 Level One

- 11.1311 A person with a grievance shall first discuss it with his immediate supervisor, within five (5) days of the date of the incident giving rise to the grievance, for the purpose of resolving the matter informally.

#### 11.14 Formal Grievance Procedure

##### 11.141 Level Two

- 11.1411 If the grievant is not satisfied with the outcome of informal procedures, he may present his/her claim within ten (10) days of the date of the incident giving rise to the grievance as a formal grievance in writing to his/her immediate supervisor(s) and to his/her BEA grievance representatives (see form in Appendix D).
- 11.1412 The immediate supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the BEA grievance representatives and to the Superintendent.

##### 11.142 Level Three

- 11.1421 If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the BEA grievance representatives and the Superintendent or his/her authorize representative (hereafter "Superintendent") with a copy to the principal within five (5) days.
- 11.1422 The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, the BEA grievance representatives, and all parties involved, for the purpose of resolving the grievance.

- 11.1423 The Superintendent shall within five (5) days after this hearing, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the BEA grievance representatives and the principal.
- 11.1424 If the grievant is not satisfied with the disposition of the Superintendent on a grievance concerning Board policy, he or she may appeal to the Board by filing a written appeal with the Treasurer within five (5) days of receipt of the Superintendent's disposition.
- 11.14241 If such an appeal is timely filed, the grievant may appeal before the Board in executive session with Association representation to present the grievance, at the next regular Board meeting or at a special meeting called by the Board for that purpose within thirty (30) days of the filing of the appeal.
- 12.14242 The Board shall send the grievant, the Association President and the Superintendent a copy of its disposition of the grievance within ten (10) days of the meeting.
- 11.14243 The Board's disposition of a policy grievance may not be appealed to arbitration.

11.143 Level Four

- 11.1431 If the grievant is not satisfied with the disposition of his/her grievance at Level Three on a grievance alleging a violation, misinterpretation or misapplication of this Agreement, he/she may, within five (5) days, request in writing that the BEA submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.
- 11.1432 The BEA shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.
- 11.14321 If the BEA desires to proceed to arbitration, the BEA shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method.
- 11.14322 Either party shall be entitled to request a second list.
- 11.1433 Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.
- 11.1434 The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.



- 11.1435 The arbitrator shall hold the necessary hearings promptly, issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, and the Association and the grievant(s).
- 11.1436 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language therein arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential reaching the determination.
- 11.1437 The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
- 11.1438 Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne by the loser of the grievance. If the arbitrator does not grant total relief to one party over the other, the expenses shall be borne equally.

#### 11.15 Scope of Grievance Application

- 11.151 This grievance procedure governs all members of the bargaining unit of the school district.

#### 11.16 Professional Rights Provision

- 11.161 No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the BEA grievance representatives, or any participant in the grievance procedure by reason of such participation.

#### 11.17 Miscellaneous Grievance Procedure

- 11.171 So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.

- 11.172 In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 11.173 If the BEA decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time.
- 11.174 Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

11.18 Exclusivity of the Grievance Procedure

- 11.181 The procedures contained in this article constitute the sole and exclusive method of considering the redressing grievances arising during the life of this Contract and any extensions thereof.
- 11.182 It is expressly understood and agreed that neither the Association nor any member of the bargaining unit shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or changes with a state or federal agency in connection with any dispute, which is or could have been a matter presented as a grievance within this grievance procedure.
- 11.183 It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.
- 11.184 It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

## ARTICLE XII

### 12.1 DUE PROCESS/DISCIPLINE PROCEDURES

#### 12.11 Application

- 12.111 This Article does not extend to normal administrative conferences conducted with a member of the bargaining unit for purposes such as seeking information, clarifying Administrative/Board positions or evaluating personnel.
- 12.112 During such conferences, if held during time when the teacher is responsible for a class, supervision shall be provided for the class(es) of the teacher.

#### 12.21 Discipline

- 12.211 The Superintendent or his/her designated representative shall inform the teacher of any corrective action taken and shall place in the teacher's personnel file copies of any written action or memoranda of non-written action taken. A copy shall be made available to the teacher.

#### 12.31 Procedures: Teacher Discipline Conference

- 12.311 Before imposing a written reprimand or suspension without pay, the Superintendent or his/her designated representative shall hold a conference with the teacher to give the teacher an opportunity to learn the reasons for the intended action or otherwise to explain his behavior.
- 12.312 The teacher has the right to be accompanied at the conference by one association representative along with one advisor of his/her own choosing.
- 12.313 The conference will be scheduled as promptly as possible by the Superintendent or his/her designated representative, taking into consideration availability of selected representation.
- 12.314 The Superintendent or his/her designated representative may tape record the conference, as may the teacher or his/her representative.

#### 12.41 Progressive Discipline

- 12.411 Ordinarily, the first instance of misconduct by a teacher shall result in an oral reprimand from his/her immediate supervisor, or the Superintendent or his/her designated representative.
  - 12.4111 Further misconduct shall result in a written reprimand by the immediate supervisor or Superintendent of his/her designated representative.
  - 12.4112 Further misconduct may result in suspension without pay.

- 12.4113 The Superintendent may suspend an employee without pay for up to three (3) work days for insubordination, neglect of duty, violation of reasonable rules and regulations of the Board of Education, for violation of reasonable administrative policies or directives adopted by the Board, or for other just cause.
- 12.4114 Before any such suspension is imposed, the employee will be furnished with written notification of the suspension, including the dates and reasons therefore.
- 12.41141 If requested in writing within three (3) working days of the receipt of notification, the employee will be granted a hearing before the Superintendent or his designee. At such hearing, the employee will have the opportunity to present evidence or explain the basis for the suspension.
- 12.41142 The employee may be represented by any person of his choosing at the hearing.
- 12.41143 Such hearing will be scheduled within ten (10) working days from the receipt of request from the employee.
- 12.4115 Within five (5) working days following the hearing, the Superintendent will provide the employee with a written review of the hearing and the determination and judgment thereon. If the suspension is upheld, the reason will be provided.
- 12.4116 If any grievance is filed because of action taken under this section, the grievance will go directly to arbitration and the decision of the arbitrator shall be binding on all parties.
- 12.4117 Fringe benefits shall stay in effect during the time of any suspension.
- 12.4118 No provision of this Article substitutes any right or procedure provided by O.R.C. 3319.16 and 3319.161 of the Ohio Revised Code, with respect to termination.
- 12.4119 This Article does not apply to non-renewal of a limited teaching contract or the failure to rehire an employee for a supplemental duty.

## 12.51 Immediate Removal

- 12.511 Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:
- 12.5111 theft or damage to property of the district;
- 12.5112 theft of or damage to the property of a fellow employee;

- 12.5113 insubordination, or the uttering of threatening or abusive language toward management personnel, other teachers or the public;
- 12.5114 intoxication, working under the influence of a controlled substance, or the sale, possession or use of any controlled substances;
- 12.5115 falsification of any district records or employment records; and
- 12.5116 fighting.

12.61 Dismissal: Criminal Records Check

- 12.611 The parties acknowledge that R.C. 3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position represented by the BEA, the following procedures shall be followed:
  - 12.6111 upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the teacher from employment pursuant to R.C. 3319.39.
  - 12.6112 the Superintendent shall hold a conference promptly with the teacher who is subject to an adverse criminal records check and provide the individual with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.
  - 12.6113 the Superintendent then shall determine whether the statute requires release of the teacher and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.
- 12.612 This section is the exclusive procedure for release of a teacher from employment because of an adverse criminal records check in accordance with R.C. 3319.39. The teacher's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of teachers.

12.71 Sole and Exclusive Remedy

- 12.711 The grievance procedure shall be the sole and exclusive remedy for a teacher wishing to contest the imposing or severity of a discipline action. The arbitrator may reduce the severity of the punishment if the circumstances so warrant.

## ARTICLE XIII

### 13.1 REGULAR TEACHERS' CONTRACTS

13.11 There are two (2) types of contracts for regular teaching duties:

13.111 Limited Contracts: not to exceed two (2) school years in duration; and

13.112 Continuing Contracts: which shall remain in effect until teacher retires, resigns, is laid off, or is terminated.

13.1121 Teachers eligible for continuing service status shall be those teachers qualified as to certification, who within the last five (5) years have taught for at least three (3) years in Bath Local School District, and those teachers who, have attained continuing contract elsewhere, upon recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period, declare any of the later teachers eligible.

13.1122 Continuing contracts shall be granted only to a teacher with the following certification or licensure status:

13.11221 Any teacher holding a professional, permanent, or life teacher's certificate;

13.11222 Any teacher holding a professional educator license who has completed the applicable one of the following:

13.112221 If the teacher did not hold a master's degree at the time of initially receiving a teacher's certification under the former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in the area related to the teaching field since the initial issuance of such certificate or license, as specified in the rules which the State Board of Education shall adopt;

13.112222 If the teacher holds a master's degree at the time initially receiving a teacher's certificate under the former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate of license, as specified in the rules which the State Board of Education shall adopt.

13.11223 Any unit member who is eligible and wishes to be considered for a continuing contract shall notify his/her building administrator in writing no later than October 1 of the school year for which they are eligible or believe that he/she would be eligible.

- 13.12 Limited contracts shall expire at the end of the last work day in the term of the contract. However, a limited contract shall automatically be deemed renewed for one school year unless the Board, on or before June 1:
- 13.121 Adopts a resolution in public session of its intention not to renew the employment of that teacher; and
  - 13.122 Mails a written note of the non-renewal by certified mail, return receipt requested, to the teacher at the address appearing for him or her on the treasurer's records. Each teacher is responsible for keeping a current address on file with the treasurer and making any necessary changes therein.
  - 13.123 During the life of this contract all Bath teachers are expected to renew existing certification/licenses (other than administrative) when his/her certification/license is to expire. This requirement is only for certificate/license subject and grade level of current assignment. All teachers must file all of their existing certificate/licenses and renewed certificate/licenses with the Superintendent. During the lifetime of this contract a teacher who does not renew the certificate/license for area of current assignment is not entitled to reassignment or transfer to another field. The Board of Education shall grant the teacher a one (1) year unpaid leave to renew the certification/license in the teaching field to which the teacher was assigned or allow them to renew their certification/license by the next July 1<sup>st</sup> and get their old job back. A teacher may ONLY apply for a job opening outside of their current assignment if they hold a valid certification/license for the posted position.

## **ARTICLE XIV**

### **14.1 SUPPLEMENTAL TEACHERS' CONTRACTS**

14.11 Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on "Supplemental Contracts".

14.111 A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

14.12 The Board need not fill any or all positions listed on the schedule in any particular school year.

14.13 The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy.

14.14 The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association.

14.15 Supplemental coaching positions held by non-bargaining unit individuals shall be posted on a yearly basis.

14.16 The teacher's performance of contracted supplemental duties shall be evaluated separately from the teacher's normally contracted duties.



## ARTICLE XV

### 15.1 REDUCTION IN FORCE

15.11 When it is necessary to reduce the certified staff because of decreased enrollment of pupils, suspension of schools, territorial changes or financial problems affecting the district, the following procedures shall apply:

15.12 The BEA President shall be notified in writing as to the reason(s) for implementation of the reduction in force (RIF) provisions of the agreement. Such notification shall be given at least fifteen (15) days prior to such implementation.

#### 15.13 Attrition

15.131 Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed.

#### 15.14 Reduction Other than by Attrition

15.141 To the extent the reduction is not achieved through attrition, the Board may suspend contracts of teachers to achieve the needed reduction. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. The Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

#### 15.142 Contract Suspension

15.1421 The board may suspend contracts in accordance with O.R.C. 3319.17. A teacher whose contract term has not expired shall be suspended and placed on the RIF list.

15.1422 Suspension of a limited contract teacher shall not operate to extend the length of the limited contract beyond the date on which it otherwise would expire.

15.14221 A teacher whose limited contract is suspended shall remain on the RIF list for up to two (2) years.

15.1423 Teachers who are on continuing contract at the time of suspension shall have recall rights for four (4) years.

### 15.15 Seniority

15.151 Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification. If two or more teachers on any seniority list have the same length of continuous service, seniority shall be determined by:

15.1511 the date of the Board meeting at which the teacher was hired; and then by

15.1512 the earliest date and time the teacher's first signed contract was returned to the Treasurer's office for his/her most recent continuous service as a teacher.

15.1513 total teaching experience.

15.152 Length of continuous service shall not be interrupted by authorized leaves of absence.

15.153 Seniority is lost when a teacher resigns or retires. It is also lost when a teacher is non-renewed or terminated by the Board of Education.

### 15.16 RIF Lists

15.161 Teachers selected for suspension or non-renewal under this Article shall immediately be placed on a RIF List. Such list shall be given to the BEA President by September 1<sup>st</sup> each year.

15.1611 No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening, unless the administration can show that valid program needs or the education goals of the system make it demonstrably necessary for the Board to fill the position with a new teacher.

## 15.2 RECALL

15.21 A teacher whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he/she is certified. Teachers shall be returned to active employment in the order of seniority to fill vacancies for which they are certified unless it is demonstrably necessary to deviate from seniority to meet program needs or the education goals of the system.

15.22 If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

15.23 Written notice by registered or certified mail addressed to the teacher's last known address shall constitute the offer. If the offer is not accepted in writing by registered or certified letter and received by the Board within twelve (12) calendar days from

the date the offer was mailed, it will be deemed rejected and the name removed from the RIF List.

15.24 A teacher who is recalled shall be credited with sick leave accumulation and years of service for salary placement he/she had prior to reduction in force (RIF).

15.25 It shall be the responsibility of each teacher to notify the Board of any address change.

### **15.3 STATE AND FEDERAL LAW**

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

### **15.4 GRIEVANCE PROCEDURE**

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

### **15.5 COMPLIANCE WITH LAW**

15.51 Nothing contained herein shall abridge the Board's right to non-renew the limited contract of a teacher for reasons other than RIF in accordance with Ohio Revised Code Section 3319.11 or to utilize the procedures provided for in Ohio Revised Code Section 3319.17.

## ARTICLE XVI

### 16.1 **PAYROLL PRACTICES**

16.11 Teachers' regular salaries shall be paid in twenty-six (26) bi-weekly installments starting with the third Friday after the beginning of the regular student instructional year. All teachers shall have their paychecks electronically deposited in a checking or savings account of their choice. If a payday occurs on a bank holiday, payroll will post on the day immediately preceding the regular payday.

16.12 The Board shall pay for supplemental duties as follows:

16.121 For positions requiring duties throughout the year, the supplemental salary shall be divided equally and distributed with the teacher's regular salary throughout the entire year.

16.122 Positions which are seasonal shall be paid after completion with the payroll covering the pay period when the Superintendent's approval is received by the Treasurer's office.

16.13 The Board shall provide annually, teachers with individual salary notices on or before September 30<sup>th</sup>. A newly hired teacher shall be given written notice of his/her initial placement on the salary schedule. Teachers shall review these notices for any inaccuracies, and notify the Treasurer of such within thirty (30) days of receiving the notices.

16.14 Upon individual written or electronic authorization, teachers may participate in voluntary payroll deduction for a variety of products, including insurance, annuities, union dues, credit union, etc. The list of current deductions is available in the Treasurer's office. To initiate a new deduction/company a minimum of five (5) employees must want to participate and provide the necessary paperwork. Any new tax-sheltered annuity companies must be compatible with [planwithease.com](http://planwithease.com). Enrollment or changes for such deductions must be provided to the Treasurer by Friday before the regular payroll date the deduction or change is to effect.

## ARTICLE XVII

### 17.1 **SALARY SCHEDULE PLACEMENT**

- 17.11 In order to qualify for placement in an advanced educational column on the salary schedule, a teacher must file evidence of additional educational credits with the Superintendent. If approved, salary changes will be effective with the start of the current school year for those filed by September 15<sup>th</sup> and the second semester for those filed by January 15<sup>th</sup>.
- 17.111 Graduate or undergraduate credits may count towards placement on the “BA +15” and “BA +30” columns. Only credits earned subsequent to date Bachelor Degree in Education was awarded are applicable.
- 17.112 Graduate credits only may count towards placement on the “MA” and “MA +15” columns. Unless required by a university’s licensing program, only credits earned subsequent to the initial license date are applicable. An exception may be made if the course work earned prior to the initial license date is determined by the superintendent to be directly related to the employee’s teaching field of study. Only graduate credits earned subsequent to the date a teacher receives his/her Master’s Degree qualifying him/her for the MA salary schedule count towards placement on the MA+15 salary schedule column.
- 17.113 All teachers presently employed shall retain their training status on the salary schedule until they qualify for advancement according to the rules adopted in the Agreement.
- 17.12 A teacher may also advance on the current salary schedule by accruing years of continuous service in the district under a full-time teaching contract. A teacher shall receive credit for a “school year” if he or she has actually worked as a full-time regular teacher for the Board for at least one hundred twenty (120) school days in that school year.
- 17.121 If a newly hired teacher previously has worked as a full-time regular teacher for one or more school years for the Board or for any other school for which the Ohio Department of Education recognizes service credit, the Superintendent shall credit those years’ service for placement on the salary in this district; provided, however, that the teacher has supplied the Superintendent with a certificate as to service from the treasurer or Superintendent of each school district in which he or she claims service.
- 17.122 Any teacher who enters employment with ten (10) years or more, will be placed on the salary schedule at the ten-year experience level.
- 17.123 All other teachers shall be placed on the first step of the appropriate column when they are employed by the Board as full-time regular teachers.

- 17.13 Part-time teachers shall receive a prorated annual salary based upon the proportion of the number of hours for which they are scheduled to work yearly to the number of hours a full-time regular teacher is scheduled to work performing similar duties.

**17.2 RETIRED - RE-HIRED CERTIFIED EMPLOYEES**

- 17.21 The Board agrees that Re-Hired Retired Certified Employees will be paid \$42,000 dollars annually.

17.211 “Full Time/Part Time” teacher means a member of the bargaining unit who is employed to work a day as defined in Article XVIII, Section 18.21 for a minimum of one hundred twenty (120) days or more in one (1) school year.

17.212 Supplemental positions held by non-bargaining unit individuals shall be posted on a yearly basis. A retired/rehired teacher is considered as part of the bargaining unit for supplemental positions.

**17.31 Insurance**

17.311 The employee may purchase school insurance(s) at full cost. If an employee is eligible for insurance benefits under current contract language, the employee may purchase medical and dental insurance. Life insurance will be as per negotiated agreement.

**17.41 Sick Leave/Personal Leave**

17.411 The Board agrees that the employee shall receive both sick leave and personal leave as per the contract, but will not accumulate sick leave, personal leave (beyond current school year) or severance pay. The employee shall be automatically non-renewed yearly without notice, but will be eligible to be re-hired in the next school year.

## ARTICLE XVIII

### 18.1 **WORK YEAR**

#### 18.11 Duty Days

18.111 The number of regular days required for teachers shall be one hundred eighty-two (182) days. The Superintendent will determine whether and how teachers will make up contract days due to school closings per the following:

18.1111 The Superintendent may close the schools, dismiss students early or delay the opening of schools in the event of hazardous weather, other emergencies which threaten the safety of health of students or staff members or law enforcement emergencies. It is understood that the Superintendent takes such action only after consultation with transportation and weather authorities. The Board will allow up to five calamity days without requiring make-up days for staff or students.

18.1112 Prior to September 1 of each year, the Board adopts a resolution specifying a contingency plan under which the students and/or staff make up days the schools were closed because of calamity days. These make-up days are beyond the five calamity days provided for in 18.1111 of this contract.

18.1113 The contingency plan cannot in any way conflict with the collective bargaining agreement.

18.1114 In the event that the Superintendent /designee shortens the school day due to hazardous weather, either at the beginning or the end of the given school day, that day will not be designated a calamity day.

#### 18.112 Calamity Days, Delay Days, Staff Records

Through June 2024 of the one hundred eighty-two (182) required workdays, the administration will schedule professional development hours/days throughout the year. The first nine (9) weeks professional day will come on the last day of the first quarter. There will be two (2) hours of professional development followed by staff data entry on that day. The second professional development day will come on the last day of the second quarter. There will be two (2) hours for data entry and the remaining hours of professional development developed collaboratively between BEA and administration. Finally, a professional development day on the last day of the third quarter using the same format as the second quarter date.

#### 18.1112 Cancellation Days

In each year of the contract, we will recognize five (5) cancellation days for inclement weather and other purposes. Once these five (5) days are used, all days missed due to weather and other purposes will result in remote learning days with students and bargaining unit members working off campus. However, it is understood, that bargaining unit members may need to report to their respective building if directed by their principal due to a deficiency in online instruction. The member must be notified of any deficiency(ies) and be given the chance to correct them before being asked to report. If meeting our minimum hours requirement for the school year becomes an issue for non-compliance, the Board of Education will determine how days will be made up utilizing the make-up dates already established on the calendar.

### **18.2 WORK DAY**

#### 18.21 Definition of Work Day

- 18.211 The work day, exclusive of meetings and other school scheduled events where specifically requested by the Administration, shall be defined as the time during which members of the bargaining unit are to be on duty in their respective classrooms, fully prepared and ready to receive and teach students in accordance with the specific time schedule in each building.
- 18.2111 The work day shall be seven and one-half (7-1/2) continuous hours and fall between 7:00 a.m. and 3:30 p.m. including at least a thirty (30) minute lunch period.
- 18.2112 When the school calendar is adopted by the Board, it shall contain those days which will be used to make up school when needed to meet State of Ohio required school days. Good Friday shall not be utilized for one of these days.
- 18.2113 Teachers will be expected to observe regular working hours on days when school is delayed. However, it is understood that good judgment and discretion must be exercised by individual staff members to ensure a later safe arrival as conditions dictate. Members of the bargaining unit will not be expected to report for duty on days when Bath Local is closed due to inclement weather.

#### 18.22 Dismissal Times

- 18.221 The Administration in its discretion shall coordinate the disparity in schedules between the buildings' dismissal time. It is recognized that such coordination may mean that teachers in one or more buildings may have to remain in or return to the school to participate in such meetings.



### 18.23 Delays

18.231 The Superintendent shall have the right to call up to a three (3) hour delay.

## 18.3 **WORK LOAD**

### 18.31 Planning Period

18.311 The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six (6) hours or longer exclusive of lunch period, shall include at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.

18.312 In addition, during the months of October, November, January, and February, the Board may schedule a two (2) hour block of time in each of these months using delayed start and/or early release of school for various planning and teacher activities as determined by the Administration.

18.313 Intervention specialists shall be allotted one (1) professional day per ten (10) IEP/504 plans (up to a maximum of two (2) professional days) per school year. Professional days may be used as whole days or split and shall be beyond Article 18.112.

### 18.32 Additional Activities

18.321 Each teacher will assume his/her respective share of additional activities which are related to the instructional program. These activities shall normally be confined to the work day as outlined in Article XVIII, Section 18.21. However, some of these activities must extend beyond the normal work day, i.e., open house, parent-teacher conference, school programs, and staff meetings.

18.3211 For the aforementioned reasons, the district may schedule up to one (1) hour per month of each teacher's time in addition to the regular work week described above.

18.3212 Further, the district may schedule up to four (4) additional hours to be used for professional growth/inservice training activities.

18.322 No teacher shall be compelled to attend any school sponsored night meetings past 9:30 p.m. or on weekends. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.

18.323 Teachers shall not be required to remain with their classes while instruction in art, music, physical education or library science is being conducted by a specialist hired for such purposes. Monitors shall continue to cover lunch and recess times in the elementary and middle schools.

## ARTICLE XIX

### 19.1 COMPENSATION

#### 19.11 Base Salary

19.111 Teachers shall be paid in accordance with their training and experience as set forth in the salary schedules. For 2021-2022, the base salary shall be increased by 2.5% effective July 1, 2021. For 2022-2023, the base salary shall be increased by 2.7% effective July 1, 2022. For 2023-2024, the base salary shall be increased by 2.9% effective July 1, 2023.

19.112 Tutors shall be paid Twenty Dollars (\$20.00) per hour.

#### 19.12 Supplemental Contracts

19.121 The supplemental salary schedule in Appendix B shall be in effect for the duration of this contract.

19.1211 The Board of Education may add positions to the supplemental salary schedule as the need arises without further negotiations except that the Board of Education is obligated to bargain regarding salary.

19.12111 The Board of Education shall inform the Association President prior to final Board action to add positions.

19.12112 Any positions added during this contract shall be included on the supplemental schedule.

19.1212 If a team and/or schedule are eliminated, the coaches' salaries for these teams will be prorated.

#### 19.13 Longevity Pay

19.131 It is agreed the following pay schedule for employees accepting supplemental contracts for the same activity for the specified number of consecutive years shall be as follows: Payment will be made the last payroll of each June for those employees completing service during the previous school year.

19.1311 Five (5) years = Two Hundred Fifty Dollars (\$250)  
Ten (10) years = Five Hundred Dollars (\$500)  
Fifteen (15) years = Seven Hundred Fifty Dollars (\$750)  
Twenty (20) years = One Thousand Dollars (\$1,000)  
Twenty-five (25) years = One Thousand Two Hundred Fifty Dollars (\$1,250)  
Thirty (30) years = One Thousand Five Hundred Dollars (\$1,500)

#### 19.14 AP Instructors

- 19.141 AP Instructors will have an additional planning period, if eighteen (18) students sign up for a given class. If the class enrollment drops to fifteen (15) students or below, the additional planning period will be rescheduled for an additional non-AP student class.
- 19.142 If at least seven (7) students enrolled in an individual AP class score three (3) or above on the AP test, the AP teacher will receive an additional Three Hundred Dollar (\$300.00) stipend by September 30th the following school year.

#### 19.15 Mentoring Teachers

- 19.151 Teachers who successfully complete the required mentor training and mentor new teachers or employees on an improvement plan as per OTES 2.0 for an entire school year shall receive a stipend.

Teachers who mentor one (1) first-year teacher or one teacher on an improvement plan or one resident educator shall receive a stipend of five hundred and twenty-five dollars (\$525.00) per year by June 30.

Teachers who mentor two (2) first-year teachers, teachers on an improvement plan or resident educators shall receive a stipend of six hundred and seventy-five dollars (\$675.00) per year by June 30.

Teachers who mentor three (3) first-year teachers, teachers on an improvement plan or resident educators shall receive a stipend of eight hundred and Twenty-five dollars (\$825.00) per year by June 30.

Teachers who mentor one (1) second/third-year teacher or resident educator shall receive a stipend of four hundred and fifty dollars (\$450.00) per year by June 30.

Teachers who mentor two (2) second/third -year teachers or resident educators shall receive a stipend of five hundred and eighty-five dollars (\$585.00) per year by June 30.

Teachers who mentor three (3) second/third -year teachers or resident educators shall receive a stipend of seven hundred and twenty dollars (\$720.00) per year by June 30.

Teachers who mentor four (4) second/third -year teachers or resident educators shall receive a stipend of eight hundred and fifty-five dollars (\$855.00) per year by June 30.

- 19.152 The Board reserves the right to seek out qualified external personnel to fill roles as mentors when the number of mentees in a given school year exceeds the number of qualified willing Association teachers.

## **ARTICLE XX**

### **20.1 INSURANCES/DEATH BENEFITS**

- 20.11 The teacher may choose to participate in an insurance plan(s) offered through the Allen County Schools Health Plan and/or Bath Board of Education.
- 20.12 A teacher who is eligible for hospitalization/major medical/dental insurance coverage, but voluntarily chooses to forfeit any insurance coverage shall receive an annual payment of Two Thousand Five Hundred Dollars (\$2,500) in lieu of the insurance.
- 20.121 Such payment shall be made annually with the first pay of December.
- 20.122 A teacher may choose to retain dental insurance provided they authorize payroll deduction of the total premium. If a teacher chooses to pay his/her full dental premium, he/she shall be eligible for payment under Article XX, Section 20.12.
- 20.123 To be eligible a teacher must notify the Treasurer in writing on or before the end of the open enrollment period as determined by the insurance consortium of his/her desire to exercise this insurance option. The payment shall be made on the basis of coverage in effect at the time of the November notification. This payment will be made on the first December pay of the following year.
- 20.124 This insurance option shall not apply to employees whose spouses are eligible for insurance coverage through the Allen County Schools Health Benefit plan if the plan adopts policies, rules and regulations requiring premium splitting between the two or more districts for which the spouses are working.
- 20.125 Teachers exercising the cash-in-lieu payment option will complete the Conditional Opt-Out Certification Form during open enrollment.
- 20.13 Part-time teachers selecting to participate shall have Board paid insurance premiums based on the pro-rated percentage of the employee's contracted work day. Those participating part-time teachers must pay their portion of the premium to the Treasurer's Office by the 25<sup>th</sup> of each month for the ensuing month's coverage.
- 20.14 A teacher shall be permitted to transfer the type of coverage (family/single) outside the enrollment period if their family status changes or their insurance coverage from a spouse is no longer available.
- 20.141 Such transfer of coverage shall be effective the date of the qualifying event. Employee has 30 calendar days to elect coverage.

20.15 Each covered teacher shall receive a copy of the benefit schedules and coverages upon written request to the Treasurer.

20.151 Each covered teacher shall be notified in writing when the insurance carrier changes any benefit schedules and/or coverages.

## **20.2 LIFE INSURANCE**

20.21 Full-time employees shall receive life insurance in the amount of Forty-Five Thousand Dollars (\$45,000) (double indemnity) to age seventy (70), one hundred percent (100%) paid by the Board of Education. At age seventy (70) and above the benefits are as follows: Age seventy (70) – Fourteen Thousand Seven Hundred Dollars (\$14,700); Age seventy-five (75) – Nine Thousand Eight Hundred Dollars (\$9,800); Age eighty (80) – Six Thousand Six Hundred Fifty Dollars (\$6,650); Age eighty-five (85) – Four Thousand Five Hundred Fifty Dollars (\$4,550). Employees may purchase on their own additional life insurance up to Five Hundred Thousand Dollars (\$500,000) at the group rate. Part-time employees shall receive a Twenty Thousand Dollar (\$20,000) life insurance policy.

## **20.3 HOSPITALIZATION/ MAJOR MEDICAL/ DENTAL**

20.31 A teacher who wishes to change or select insurance must do so by the end of the enrollment period as determined by the insurance consortium.

### **20.32 Dental Insurance**

20.321 The Bath Board of Education will pay \$77.74 of the dental premium effective July 1, 2021, with any future dental premium increases being shared 50-50 between Board and Employee.

### **20.33 Health Insurance**

20.331 The plans offered by the Allen County Schools Health Plan Consortium are the only plan options. Effective July 1, 2021, the Bath Board of Education will pay the following for health premiums:

MDHP - Single \$619.70; Family \$1,536.04  
HDHP - Single \$561.42; Family \$1,390.76

Any future health premium increases will be shared 70% Board and 30% Employee. If a new plan option is added by the Consortium, the premium sharing will be negotiated. Effective January 1, 2012, the Board shall contribute \$625.00 (Single) / \$1,250.00 (Family) annually to an employee's Health Saving Account (HSA) if he/she is enrolled in the HDHP plan. The employee must enroll during the open enrollment period, and is responsible for establishing his/her HSA by February 15, or employee forfeits the Board HSA contribution. The HSA deposit will be processed with the first pay in March to Top Mark Federal Credit Union.

## **20.4 FLEX SPENDING ACCOUNT**

- 20.41 Staff members represented by BEA who do not choose to participate in the Allen County Schools Health Benefit plan or accept payment under Article XX, Section 20.12 shall be eligible to place in a flex spending account an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500).
- 20.42 Staff members represented by the BEA enrolled in the health insurance plan may participate in the flex spending plan using their own funds through payroll deduction.
- 20.421 The employee may add funds, allowed by IRS rules, to the account, by payroll deduction. Those funds will be considered an IRS shelter. Funds must be used by December 31<sup>st</sup> annually with the unexpended funds being returned to the general fund.
- 20.422 Staff members represented by the BEA may use these funds towards dependent care and unreimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars.
- 20.423 The minimum annual contribution to the medical spending account shall be One Hundred Twenty Dollars (\$120).
- 20.424 The maximum annual contribution to the medical spending account shall be per the IRS guidelines.
- 20.425 Staff represented by the BEA may put additional funds up to IRS limits into the dependent care account and health care premium plans.
- 20.43 The program will be administered by the Allen County Health Benefit Plan Supervisor. The yearly enrollment fee and the monthly processing charge will be paid by the Board.

## **20.5 EMPLOYEE DEATH BENEFIT**

- 20.51 If a teacher of the Bath Local School District, Allen County, Ohio dies while under contract, the teacher's beneficiary or estate will receive from the Bath Local School District an amount of money at the employee's current per diem rate not to exceed twenty-five percent (25%) of unused accumulated sick leave days. No amount shall be paid under this benefit if death is caused directly or indirectly by:
- 20.511 suicide or intentionally self-inflicted injury, while sane or insane;
- 20.512 the teacher's commission of, or attempt to commit, an assault or any criminal offense;
- 20.513 intentional or unintentional use of drugs for non-medical purposes.

## **20.6 DURATION OF COVERAGE**

- 20.61 Group insurance coverage shall become effective on the teacher's first day on the active payroll and shall continue, if the teacher has applied for and is eligible for coverage, to the end of the month in which the teacher's separation from employment is effective; provided, however, that teachers whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll.
- 20.62 Insurance coverage shall continue in effect while a teacher is on paid leave. When a teacher is on an unpaid leave, the teacher may participate in group insurance coverage by paying the monthly premium to the Treasurer by the 25<sup>th</sup> of each month for the following month's coverage.
- 20.621 The Board shall pay up to three (3) month's premium for teachers approved for Family Leave. Such payment(s) shall not exceed three (3) months if accumulated sick leave is used as part of the Family Leave.
- 20.63 A teacher who is separated from employment and entitled to unemployment benefits may participate in the Allen County Schools Health Benefit Plan by paying, in full, the monthly premiums. Such payment must be made by the 25<sup>th</sup> of each month for the succeeding month. The maximum period for participation in the Allen County Health Benefit Plan shall be limited to the guidelines of the Ohio Revised Code under the "COBRA" status.
- 20.64 A teacher who chooses to exercise his/her option under Article XX, Section 20.12 or Section shall not be eligible for any insurance coverage until the next annual open enrollment period except as provided under Article XX, Section 20.41.
- 20.641 If a teacher exercises Article XX, Section 20.41 after the end of the open enrollment period as determined by the insurance consortium, payments under Article XX, Section 20.12 shall be forfeited.
- 20.642 In addition, any board funds expended under Article XX, Section 20.4 shall be reimbursed to the Board through a payroll deduction.

## **ARTICLE XXI**

### **21.1 SEVERANCE PAY**

21.11 The Board of Education of the Bath Local School District shall pay severance pay to any retiring teacher who retires from active public service under the provisions of the appropriate public employees' retirement system.

21.111 "Retirement" herein shall be defined as actual retirement from public service with appropriate eligibility for retirement benefits under either the State Teachers Retirement System or the School Employees Retirement System.

21.12 The actual amount of severance pay payable to a retiring teacher shall be an amount equivalent to a per diem rate times one-fourth (1/4) of his/her accrued and unused sick leave days up to two hundred twenty-four (224) days. The maximum payment shall be fifty-six (56) days if the Board of Education accepts a resignation after its regular February Board meeting. The maximum payment shall be sixty-one (61) days if the Board of Education accepts the teacher's resignation at or prior to the regular February Board of Education meeting effective the end of the regular school year.

21.121 In addition, any teacher who retires and is eligible for at least one day of regular severance pay, and who has at least twenty (20) years service to Bath Schools or twenty-five (25) years total active service to education shall receive a severance pay bonus of Five Hundred Dollars (\$500).

21.122 "Per diem rate" shall be defined as the daily rate paid a teacher exclusive of any extended service, extra-curricular pay, overtime, or other pay in excess of the actual salary amount payable to the employee.

21.13 Severance Pay shall be paid within 75 days after the effective date of retirement. The teacher will become eligible for these payments only after proper certification has been received from STRS by the Treasurer of the Board of Education indicating that retirement has been successfully instituted by the teacher.

21.14 Payment for a converted accumulated sick leave on this basis shall be considered a forfeiture of all sick leave accumulated by the teacher, and such payment shall only be made once to a teacher as a severance benefit.

21.15 Employees who have formally declared their intent to retire and die while still under contract shall be deemed as if retired.



## ARTICLE XXII

### **22.1 STATE TEACHERS RETIREMENT SYSTEM (STRS) PICK-UP**

22.11 Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36 effective for earnings after July 1, 1984, the Board shall pick-up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pick-up nor is the Board's total contribution to STRS increased thereby.

22.12 The dollar amount to be designated as "pick-up" by the Board:

22.121 shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;

22.122 shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

22.123 shall be included in computing final average salary;

22.124 shall not be reported by the Board as subject to current federal and state income taxes;

22.125 shall be reported by the Board as subject to city income taxes;

22.126 shall not be included in calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher authorized credit information to financial institutions.

22.13 Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulating with respect to the "pick-up" in combination with other tax deferred compensation plans.

## ARTICLE XXIII

### 23.1 LEAVE OF ABSENCE

#### 23.11 Sick Leave (PAID)

##### 23.111 Advance of Sick Leave

- 23.1111 A maximum of five (5) days of sick leave which has not yet actually been earned shall be advanced to all teachers. The Treasurer shall automatically advance days as required for the absence of an employee which qualifies as sick leave.

##### 24.112 Accumulation of Sick Leave

- 23.1121 Teachers will earn sick leave at the rate of one and one quarter (1-1/4) days sick leave per month which is fifteen (15) days annually. Such days shall be accumulative to a maximum of two hundred eighty (280) days.

##### 23.113 Use of Sick Leave – Personal

- 23.1131 Teachers may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, (mother may take at least six (6) calendar weeks after the birth of a child) or exposure to a contagious disease which could be communicated to other employees or to students.

##### 23.114 Use of Sick Leave – Immediate Family

- 23.1141 Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child or grandchild with a limit of three (3) days for the birth of a grandchild. Sick leave may also be used for any other relative living under the employee's roof.
- 23.1142 This leave shall count towards the twelve (12) work weeks of leave required under Federal Family and Medical Leave Act of 1993.
- 23.1143 Teachers who work all of their regularly scheduled work days during a full semester and do not use any sick leave or personal leave shall receive a Two Hundred Dollar (\$200) incentive payment for that semester to be paid in the second pay period of January for first semester, or the second pay period of June for second semester. Professional Leave is excluded.

23.115     Use of Sick Leave -- Adoption

- 23.1151     Sick leave may be used for adoption of a child under six (6) months of age if as a condition of adoption a parent must be at home. The maximum benefit shall not exceed thirty (30) days. This leave shall count towards the twelve (12) work weeks of leave required under the Federal Family and Medical Leave Act of 1993.

23.116     Use of Sick Leave – Death in the Immediate Family

- 23.1161     Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Article XXIII, Section 23.114, plus grandmother, grandfather, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts, uncles, and foster children.

23.117     Limitations

- 23.1171     Teachers shall limit use of leave under Article XXIII, Sections 23.114 through 23.116 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement, with a maximum of three (3) days on all except child, spouse, or parents.
- 23.1172     All absence which qualifies for sick leave will be deducted from sick leave.
- 23.1173     All sick leave requests may be reviewed by the Superintendent to determine their eligibility.

23.118     Requests

- 23.1181     Professional staff shall notify his/her immediate supervisor or designee of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
- 23.1182     On the first day following the absence the teacher is required by Section 3319.141 O.R.C. to submit a leave request through the employee kiosk justifying the use of sick leave including the name and address of the attending physician if medical attention was required.
- 23.1183     The teacher bears full responsibility for submitting the leave request through the employee kiosk to his/her immediate supervisor on the first day they are on duty.
- 23.1184     Falsification of this leave request is grounds for suspension or termination of employment as provided in Section 3319.081 and 3319.16 O.R.C.

- 23.1185 Failure to submit this leave request within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the leave request is properly submitted.

23.21 Sick Leave Bank

- 23.211 The Bath Board of Education shall establish a sick leave bank based on donated “sick leave days” for a teacher who has exhausted all accumulated paid leave, vacation, and personal days as a result of catastrophic illness or injury.

- 23.2111 The term “catastrophic illness or injury” shall include only those illness or injuries which are calamitous in nature, constituting a great misfortune. The “catastrophic illness or injury” must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.

23.212 Applications

- 23.2121 Applications for sick leave under Article XXIII, Section 23.21 must be submitted to the Superintendent of Schools. Applications will include, but not be limited to the following information:

23.21211 the nature of the claimed catastrophic illness or injury;

23.21212 physician(s) diagnosis and prognosis of the catastrophic illness or injury;

23.21213 projected date of return to duty;

23.21214 explanation of previous leave usage;

23.21215 any other pertinent information the teacher may wish to submit to the Superintendent;

23.21216 all information and reports relating to applications submitted under this Regulation will remain confidential.

23.21217 the Superintendent’s decision is final and non-grievable.

- 23.2122 Maximum of twenty (20) days of catastrophic illness or injury leave may be granted to a teacher upon his/her initial written request. The teacher may reapply for any catastrophic illness or injury leave beyond twenty (20) days. In no event will any teacher be granted a total of more than forty (40) days of catastrophic illness or injury leave.

- 23.2123 If an application is approved by the Superintendent, the affected teacher or his/her representative will assume the responsibility for solicitation of donations of unused sick leave. Donated sick leave will be deducted from a donating teacher’s (donor’s) accrued, unused account. Donations

from a teacher must be in units of one (1) with a maximum of five (5) from one donor to one individual in one school year. The Treasurer will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Superintendent for processing.

23.213 Sick Bank Limitations

23.2131 Sick Leave Bank cannot be used if the teacher has applied for and been granted disability retirement, except that up to ten (10) days of transferred sick leave can be used between the teacher's acceptance by STRS and the effective date of the disability retirement.

23.2132 No more days can be given than needed by the teacher to serve out one regular work year.

23.2134 The teacher who is using the donated Sick Leave Bank will not earn additional sick leave while receiving the donated leave days.

23.214 When a teacher utilizes six (6) consecutive sick leave days, upon return to work, the superintendent may request a physician's excuse for the absences within ten (10) business days. If the superintendent requests a physician's exam, the teacher shall provide the written excuse within five (5) business days. Such information shall be provided in confidentiality.

23.31 Unpaid Leave (Deduct Days)

23.311 No unpaid leave days shall be taken in conjunction with personal days.

23.312 No unpaid leave days will be granted to an employee for personal vacation or to accompany a spouse on a business trip unless approved by the Superintendent. Any days approved will be deducted at 1/182<sup>nd</sup> of the requesting teacher's base salary. The Superintendent's decision is final.

23.313 Unpaid leave shall be granted for the birth, adoption, or care of a child once family leave benefits are exhausted, if requested in writing.

23.3131 Such leave shall be for the remainder of the first semester or the school year.

23.3132 Such requests must be made at least thirty (30) days prior to the beginning of the semester in which it is to be taken. Exception to the thirty (30) days advance notice shall be made in the case of an adoption of a child adopted within thirty (30) days prior to the start of the semester.

23.314 Unpaid leave may be granted to a teacher in the case of a bona fide emergency or scheduled event not connected with a holiday or vacation.

## 23.41 Family Leave

23.411 Unpaid family leave, requested in writing, shall be granted for the balance of any twelve (12) work weeks during a twelve (12) month period once accumulated paid sick leave has been exhausted. Such leave shall be granted for one or more of the following reasons:

23.4111 because of the birth of a son or daughter;

23.4112 because of the placement of a son or daughter with the employee for adoption or foster care;

23.4113 to care for a spouse, son, daughter, or biological parent if the spouse, son, daughter, or parent has a serious health condition such as illness, injury, impairment, or physical or mental condition that involves in-patient care in a medical facility or continuing treatment by a health care provider; and

23.41131 step-parents shall be included if the employee lived with them prior to eighteenth (18) birthday.

23.4114 because of a serious health condition that makes the employee unable to perform the functions of his/her job.

23.412 Teachers requesting family leave for a serious medical condition that requires an intermittently or reduced schedule may be transferred temporarily to a comparable alternative position for which the employee qualifies that better accommodates the requested leave.

23.413 Teachers requesting family leave relating to the birth or adoption of a child shall be granted such leave after a mutually agreeable schedule is determined.

23.414 Teachers requesting family leave for a serious health condition for himself/herself or an eligible family member may take such leave intermittently or on a reduced schedule after a mutually agreeable schedule is determined.

23.415 The Board shall pay to maintain health insurance coverages provided under Article XX for the balance of the first twelve (12) weeks of family leave once accumulated sick leave has been exhausted.

## 23.51 Professional Leave

### 23.511 Requests for Leave

23.5111 Upon approval through the employee kiosk system by the administration, a teacher may attend professional meetings, conferences, or visitations which provide the opportunity to advance

professionally. Teachers who attend such approved meetings or conferences shall be considered on duty without loss of salary or benefits. The approved leave shall not be deducted from sick leave or personal leave which has accrued to the teacher.

- 23.5112 Requests for professional leave shall be submitted through the employee kiosk which shall be made available to all teachers online. The teacher must submit a written request to the appropriate building principal at least ten (10) work days prior to the requested leave.
- 23.5113 After consideration, the immediate supervisor will forward the kiosk request to the Superintendent. However, when the absence of the immediate supervisor could cause untimely action on the leave request, the form may be submitted to the Superintendent.
- 23.5114 Exceptions to the ten (10) day advance notice requirement may be made if the teacher can show that he did not receive adequate advance notice of the opportunity.
- 23.5115 Kiosk professional leave requests must be filled out in complete detail. Incomplete requests will be returned to the teacher and will not be considered until they are completed and resubmitted.

23.512     Reimbursement Requests

- 23.5121 The Board shall reimburse the teacher for the reasonable, necessary, and actual expenses of attending professional meetings, conferences, and visitations, subject to the following conditions:
  - 23.5122 A school-owned vehicle must be used unless it is not available. Where a school owned vehicle is not available, the teacher will be reimbursed at the Board-adopted mileage reimbursement rate for travel in the teacher's own automobile, not to exceed a total of five hundred (500) miles of travel.
  - 23.5123 The Board shall reimburse the cost of commercial carrier fare where such travel is appropriate and more economical than use of an automobile.
  - 23.5124 The Board shall reimburse the cost of lodging and meals; meal reimbursement not to exceed Fifty Dollars (\$50.00) per day provided at least two (2) meals are required. Lodging reimbursement shall not exceed One Hundred Dollars (\$100.00) per night, unless approved by the Superintendent.
    - 23.51241 The Superintendent may modify the above reimbursement schedule if presented evidence, in writing, that such a reimbursement for lodging will exceed One Hundred Dollars (\$100.00).

- 23.5125 Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave and must be accompanied by a typed report giving an evaluation of the meeting, conference, or visitation.
- 23.5126 If the Superintendent disapproves the leave solely for cost reasons, the teacher requesting the leave may take the requested leave, if approved otherwise, without loss of pay or benefits. In such circumstances, the Board of Education shall pay the approved and permit the teachers to pay the remainder.

#### 23.61 Personal Leave

- 23.611 A teacher shall be granted three (3) days of leave per year, in order to take care of personal business which cannot be taken care of in off-duty hours without obtaining advance permission and without having to state any reasons other than personal business for the taking of such leave.
- 23.6111 Not more than a total of ten percent (10%) of the certified staff in any building may use personal leave on the same date. Approval of the application is on a first-come, first-served basis.
- 23.6112 Not More than a total of five percent (5%) of the certified staff in any building may use personal leave to extend a holiday or vacation period on the same date. Approval of the application is on a first-come, first-serve basis.
- 23.6113 No personal days may be taken during the first ten (10) work days of school or the last ten (10) days of school, without prior approval by the Superintendent of Schools. The first ten (10) days of school are defined as the first teacher work day and the first nine (9) instructional days. The last ten (10) days of school are defined as the last nine (9) days of instruction plus one (1) teacher work day. School year ending dates are flexible due to weather conditions. Personal days may not be used for school year make-up days. Staff members shall be required to reveal the facts surrounding said circumstances when seeking the Superintendent's approval. The Superintendent's decision is final.
- 23.61131 End of the year *Response to Intervention* (RTI) meetings will be held during the last ten (10) days of the school year when feasible.
- 23.6114 A teacher will be paid at the rate of one-half (1/2) his daily rate, for any of the unused three days issued yearly. These three (3) days are issued yearly, paid if unused, and do not accumulate. This payment for unused days will be made in the second check in June.
- 23.6115 A teacher who uses a sick leave or personal leave day will forfeit the Two Hundred Dollar (\$200) attendance incentive pay offered in that semester (Article XXIII Section 23.1143)



### 23.71 Assault Leave

- 23.711 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police.
- 23.712 Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police, and courts.
- 23.713 The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.
- 23.714 The Superintendent shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- 23.715 Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- 23.716 The teacher must file charges against the assailant and not drop such charges on his/her own to qualify for assault leave.

### 23.81 Sabbatical Leave

- 23.811 A teacher who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement.
- 23.812 Teachers requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the teacher, and the District generally.
- 23.813 The application and plan must be submitted by March 1 for the next school year.
- 23.814 The Board shall act on the application and notify the teacher of its action by April 30 or as soon thereafter as possible.
- 23.815 The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one (1) school year only.
- 23.816 A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The

Board shall pay a partial salary to a teacher on an approved sabbatical leave equal to but not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.

23.817 The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.

23.818 Within sixty (60) days after the expiration of the leave, the teacher must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the teacher must also present to the Superintendent a copy of the college or university transcript. The teacher must teach in the District for at least one (1) year following expiration of the leave, unless the teacher has completed twenty-five (25) years of teaching service in Ohio prior to the beginning of the leave.

23.819 A teacher on an approved sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service and the teacher upon return shall resume the sick leave, personal leave, and service credit which the teacher had accumulated immediately prior to beginning the leave.

#### 23.91 Religious Leave

23.911 Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be granted paid leave to honor such observance.

#### 23.101 Jury Duty Leave

23.1011 The Board of Education shall pay teachers their regular compensation and the remuneration received for serving as a juror will be relinquished to the district.

#### 23.111 Association Leave

23.1111 An aggregate total of ten (10) days may be used by the BEA bargaining unit for BEA, OEA, and/or NEA business.

23.1112 When available, the NEA/OEA shall fully reimburse the Board for the cost of classroom substitutes for any member serving as a state or national officer.

23.1113 At least fourteen (14) days advance notice to the Superintendent shall be given prior to use of Association Leave unless the exception is approved by the Superintendent.

## **ARTICLE XXIV**

### **24.1 SHARED TEACHING**

24.11 The Board of Education may establish Shared Teaching positions.

24.12 The Board shall bear pro-rated insurance costs for teachers participating in a Shared Teaching assignment.

## **ARTICLE XXV**

### **25.1 PERSONNEL FILES**

- 25.11 A personal file for each teacher shall consist of a folder to be maintained in the Central Administration Office. This folder shall be considered the only official file of recorded information on the teacher. All final summative evaluations for teachers as well as all head coaching evaluations will be placed in this personnel file.
- 25.111 Building administrators are not restricted or prevented from having files on teachers. If the building administrator thinks a matter should become a matter of official record, he may transfer any documentation to the official file.
- 25.12 A teacher shall have the right, upon request, to review his/her personnel file and, upon payment of a reasonable charge for copying, may have a copy of any document in the personnel file. A teacher may examine his personnel file only in the presence of the Superintendent or his designee, and may not remove the file from the immediate office area.
- 25.13 Each document placed in the personnel file shall be dated and signed by the teacher and the person who created the document or who caused it to be placed in the file. The employee shall have the right to decline to sign the document with the Administrator noting such on the document with the Administrator's signature and date. A copy of the derogatory material, any letter of reprimand, or any document deemed a public record shall be given to the teacher before it is placed in his or her personnel file. The fact that the material in the file bears the teacher's signature does not indicate his or her disagreement or agreement with the contents of the material. Rather, it indicates that the teacher is aware of the document.
- 25.14 Teachers shall have the right to submit a written commentary or rebuttal to any material placed in the personnel file and such comment or rebuttal shall be attached to the item in the file.
- 25.15 The contents of a teacher's file shall only be revealed in accordance with Ohio law.
- 25.16 Written material will be removed from the personnel file if the teacher establishes that its content is false or has no basis in fact.
- 25.17 No anonymous materials shall be placed in a teacher's personnel file.

## **ARTICLE XXVI**

### **26.1 PERSONAL FREEDOM**

26.11 The personal life of a teacher shall not be part of the evaluation of a teacher's performance unless such activities create a negative teaching atmosphere. If such atmosphere is perceived by the administration, the Superintendent shall discuss the situation with the teacher before formal evaluation and the teacher shall be given an opportunity to correct the situation.

## ARTICLE XXVII

### 27.1 VACANCIES AND TRANSFERS

#### 27.11 Vacancies and Requested Transfers

- 28.111 This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.
- 27.112 The Board shall post all teaching, co-curricular and administrative vacancies throughout the school year in each building for a period of five (5) work days. Notice of vacancies occurring in the months of June, July, and August shall be sent to all employees by school e-mail.
- 27.1121 Teachers interested in transferring to another position for which they are certified either in the same building or another building should submit such interest in writing to the Superintendent no later than June 1 each year. All such transfer request shall be considered for any openings that occur during the months of June, July and August. Such transfer requests need to be submitted on an annual basis and will be considered active until May 30 of the subsequent school year.
- 27.113 The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, and qualifications. Where two (2) or more applicants are deemed equally well qualified (as adjudged by the administration), the most senior shall be granted the position.
- 27.114 An applicant not placed in the position may request a conference with the Superintendent to discuss the decision to fill the vacancy.

#### 27.12 Involuntary Transfers

- 27.121 A teacher will be notified in writing of any involuntary transfer or change in assignment for the next school year by August 1. The administration may transfer or change the assignment of a teacher after August 1 as circumstances warrant. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment.
- 27.122 No teacher shall be arbitrarily or capriciously transferred.

## ARTICLE XXVIII

### 28.1 **DRUG TESTING**

#### 28.11 General

28.111 All teachers shall be subject to an annual drug or alcohol test if such a testing program is instituted for all teachers.

28.1111 Testing shall be conducted prior to school or during the teacher conference period.

28.112 If a teacher is suspected to have a drug or alcohol problem, the Superintendent may require a urine or blood test to confirm or deny such a problem.

28.113 All costs for such drug or alcohol testing shall be borne by the Board.

28.114 The second copy of drug test results shall be mailed directly to the staff member.

28.115 If a teacher tests positive, he/she shall be notified that he/she may take a second test from a different lab at Board's expense.

28.1151 Any testing shall be done at the testing lab or at a school site.

#### 28.12 Rehabilitation

28.121 Any teacher represented by the BEA who tests positive for drugs shall participate in a drug abuse assistance or rehabilitation program approved by the Board of Education.

28.122 If any teacher fails to participate in such program, he/she shall be subject to suspension without pay until he/she participates in a rehabilitation program. Repeated refusal to participate in a rehabilitation program shall subject the teacher to O.R.C. 3319.16 and 3319.161.

## **ARTICLE XXIX**

### **29.1 OCCUPATIONAL SAFETY AND HEALTH**

- 29.11 The Board and Association shall develop a mutually agreed internal safety and health “complaint procedure” which must be exhausted by the employee or the Association before filing a complaint with the state agency monitoring the Ohio Occupational Safety and Health regulations.
- 29.12 A teacher may exercise his/her right to refuse an imminent danger work assignment only after discussing the facts first with his/her immediate supervisor, and then exhausting the internal complaint procedure before going to the state agency monitoring the Ohio Occupational Safety and Health regulations.
- 29.121 Once a teacher files a complaint with this agency the administrator shall have the authority to involuntarily transfer the teacher to some other work assignment until the issue is resolved.
- 29.13 The grievance procedure shall be used to settle any claim by a teacher that he/she is being disciplined or discharged for exercising his/her rights under the Ohio Occupational Safety and Health Insurance regulations. Such decision shall be binding on all parties.



## **ARTICLE XXX**

### **30.1 TUITION REIMBURSEMENT/EXCHANGE OF SERVICES AGREEMENT**

- 30.11 Bargaining Unit Members who teach full-time shall be eligible for tuition reimbursement on a first-come, first-served basis in the amount of One Hundred Dollars (\$100.00) per quarter hour or One Hundred Fifty Dollars (\$150.00) per semester hour, with an annual reimbursement per teacher of Five Hundred Dollars (\$500.00) per fiscal year. The maximum annual appropriation for this purpose will be Seven Thousand Five Hundred Dollars (\$7,500.00) per fiscal year. The fiscal year in which the reimbursement is appropriated will be determined by course end date.
- 30.12 The Certified staff member must receive a passing grade of "B" or better to receive reimbursement. Online or correspondence courses will qualify for reimbursement under this Article if the courses are accredited through the Ohio Department of Higher Education and approved by the Superintendent for reimbursement.
- 30.13 Graduate courses may be taken through any university program accredited through the Ohio Department of Higher Education and approved by the Superintendent for reimbursement. The teacher must submit coursework information to the Superintendent prior to registering for the class.
- 30.14 Only those teachers who have taught in the school system for one (1) full year shall be eligible to participate.
- 30.15 Teachers may submit an application to the Superintendent at any time. For purposes of reimbursement, the fiscal year will be June 1 through May 31. Reimbursement will be paid within thirty (30) days upon receipt of official transcript and proper documentation regarding tuition paid. A teacher leaving Bath School District shall forfeit any reimbursement payment.

## ARTICLE XXXI

### 31.1 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

31.11 It is mutually agreed between the Bath Education Association and the Bath Local School Board of Education that the following shall constitute the provisions for the establishment of the Local Professional Development Committee (LPDC):

31.111 Structure

There shall be one (1) LPDC Consortium for the Spencerville, Perry and Bath Local School Districts, hereafter known as "SPEBA".

31.112 Committee

This committee shall consist of one (1) representative selected by the Teacher Education Association of each member district; and no less than two (2) administrators selected by the Superintendents of the member districts.

31.113 Terms of Office

31.1131 A Chairperson shall be elected by a majority vote of the members of the LPDC. This Chairperson shall serve a two (2) year term from September to September.

31.1132 A Secretary/Recorder shall be appointed or hired. This Secretary/Recorder shall serve a one (1) year term from September to September as an ex-officio member.

31.1133 Remaining members shall serve either two (2) or three (3) year terms from September to September initially, and two (2) year terms thereafter.

31.1134 All members may succeed themselves in new terms.

31.114 Vacancies

31.1141 If an Association vacancy exists, it shall be filled by the Association of that District.

31.1142 If an Administrative vacancy exists, it shall be filled by the Superintendents.

31.115 Removal

31.1151 The Association members on the LPDC shall be removed from the committee in accordance with procedures found within the Association's Constitution.

- 31.1152 The Administrative members on the LPDC shall be removed according to procedures established by the Superintendents.

32.116 Meetings and Remuneration

- 31.1161 The LPDC will schedule the meetings during the regular workday, which shall include a training session for LPDC members in early September each year. These meeting days are on a release time with no compensation to the member other than his/her regular daily pay. Members are allowed five (5) released days per year if needed.
- 31.1162 Meetings required in excess of those five (5) release days in order for the LPDC to complete its required business shall occur outside the regular work day, and members shall be compensated at a rate of Sixteen Dollars (\$16.00) per hour with a maximum of ten (10) hours for actual meeting time.

31.117 Training

- 31.1171 Each new LPDC member shall participate in professional development designed to prepare for his or her role within the LPDC.
- 31.1172 The LPDC member as a part of his/her Individual Professional Development Plan may legitimately use this professional development.

31.118 Collaboration

- 31.1181 The school district's LPDC will have the opportunity to work collaboratively with other districts to develop procedures, forms, and policies to create efficient and effective opportunities for professional development for educators within the districts.

31.119 LPDC Operational Guide

- 31.1191 Additional mechanics and procedures for the operation of the LPDC within the district will be created by the committee as necessary and communicated to all district educators.
- 31.1192 It is recognized that the district LPDC will operate according to law and that the committee does not have authority to alter any law affecting the certification or licensure of educators.

31.1110 Duration

- 31.11101 This Memorandum of Understanding and any related policies and procedures may be altered by mutual agreement within forty-five (45) days of its anniversary date each year.

## **ARTICLE XXXII**

### **32.1 BCII/FBI FEES (CRIMINAL BACKGROUND CHECKS)**

32.11 One background check (both BCII and FBI) will be paid for by the Board during the term of this Agreement, not to exceed Seventy-Five Dollars (\$75.00) per employee.

## ARTICLE XXXIII

### 33.1 **TEACHER EVALUATION PROCEDURE**

Bath Local Schools will follow all Ohio Revised Code and Ohio Department of Education regulations regarding OTES including forms provided by the Ohio Department of Education. Areas that the Ohio Department permits local decisions, the BEA and the Board of Education will negotiate the permissive language.

33.2 **Definitions:** Definitions of terms used are provided in Appendix C.

33.3 **Purpose:** The purpose of the teacher evaluation is to use fair, objective, reasonable practices to:

33.31 Advance the professional learning and practice of teachers individually and collectively in the school district.

33.32 Inform instruction.

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

33.4 **Application:**

33.41 A teacher evaluation procedure contained in this agreement applies to the following employees of the district:

33.411 Teachers working under a license issued under the Ohio Revised Code 3319.22, 3319.222, 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

33.412 Teachers working under a professional or permanent certificate issued under section Ohio Revised Code 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

33.42 The District shall not conduct an evaluation for any teacher who:

33.421 Was on leave for fifty percent (50%) or more of the school year.

33.422 Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire.

33.423 Is a substitute teacher.

### 33.5 Standing Joint Committee for Teacher Evaluation

#### 33.51 Committee Composition

- 33.511 The Association and the Board agree that if an agreement on the validity of HQSD cannot be reached between a teacher and administration, a committee will be established.
- 33.512 Committee members will be representative of all departments and specialty areas in each of the elementary, middle and high schools when possible.
- 33.513 All determinations regard HQSD shall be subject to the final approval of a district administrator.

### 33.6 Evaluators

#### 33.61 Qualifications and Assignment

- 33.611 Each evaluator shall be an employee of the Bath Local School District, employed under a full time contract pursuant to sections 3319.01 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walk through, observation, or evaluation.
- 33.612 For all teachers, their evaluator shall be the teacher's immediate administrators.
- 33.613 In the event that a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.
- 33.614 Should an unforeseen emergency or circumstance arise, a new evaluator may be chosen in consultation with the teacher.

### 33.7 Orientation and Professional Development

#### 33.71 Professional Development

- 33.711 The Board of Education shall meet the requirements of Ohio Revised Code 3319.112(A)(8)(9) to provide professional development to support the professional learning required by this agreement.
- 33.712 The Board of Education shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards of Ohio Educators, rubrics, tools, processes, methodology, and the use of Highly Qualified Student Data (HQSD).
- 33.713 Before beginning the evaluation process for any teacher, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessments.

- 33.714 Each teacher shall be given instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

### 33.8 Evaluation Structure and Procedures

#### 33.81 Schedule of Evaluation

- 33.811 No teacher shall be subject to more than one (1) evaluation cycle per school year.
- 33.812 The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, no later than May 10.

#### 33.82 Criteria for Performance Assessment

- 33.821 A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix C of this contract.
- 33.822 A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection on the Evaluation Factors being evaluated. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.
- 33.823 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 33.824 All results and conclusions of performance assessments shall be documented and supported by evidence collect by the evaluator.
- 33.825 No teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated unless the state mandates a shut-down and provides no OTES 2.0 relief.
- 33.826 The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.
- 33.827 No teacher shall be required to complete a self-assessment.

### 33.9 Observations

#### 33.91 Schedule of Observations

- 33.911 The Board of Education shall perform two (2) announced, formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes.

33.912 The Board of Education shall perform a minimum of three (3) announced, formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Revised Code 3319.11.

33.913 One announced, informal observation shall occur in a year in which a teacher is not on an evaluation cycle. Written documentation of the informal observation will be provided to the teacher. Upon request, a pre-observation conference and/or a post-observation conference regarding the informal observation may occur between the evaluator and the teacher.

33.914 For teachers not on an evaluation cycle, their evaluator may schedule a conference during the fourth quarter of the school year, but before May 1, to discuss Personal Growth Plans (PGP) and Highly Qualified Student Data (HQSD).

33.915 Teachers shall not receive a formal or informal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive work days, or any leave of absence of more than three (3) days.

33.916 A teacher may request a formal observation at any time in addition to those required by this procedure.

33.917 All formal and informal observations shall be announced.

### 33.92 Observation Conferences

33.921 Upon request, a pre-observation may occur between the evaluator and the teacher. At the pre-observation conference, the teacher may provide evidence for the work situation to be observed.

33.922 A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than five (5) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth (PGP) or improvement plan (PIP).

33.923 The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walk throughs.



### 33.93 Walk Throughs

33.931 A walk through as a component of a full evaluation cycle is a formative assessment process that focuses on one of the following components which results in brief written notes or a summary:

- 33.9311 Evidence of planning
- 33.9312 Lesson delivery
- 33.9313 Differentiation
- 33.9314 Resources
- 33.9315 Classroom environment
- 33.9316 Student engagement
- 33.9317 Assessment
- 33.9318 Any other component of the Standards of Ohio Educators and rubrics approved for teacher evaluation

33.932 A walk through shall last no more than thirty (30) consecutive minutes in duration.

33.933 The teacher shall be provided a copy of the walk through form, including all scripted and anecdotal documents relative to the walk through, no later than five (5) work days following the walk through. A conference to discuss the walk through may be requested.

33.934 Teachers may request walk throughs at any time.

### 33.94 High Quality Student Data

33.941 Each evaluation shall contain no more than two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated. HQSD shall include the value-added progress dimension as one (1) source of HQSD.

33.942 No Evaluation Factor shall be impacted by student performance on a test or tests.

33.943 HQSD shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade content area or other group.

### 33.95 Professional Growth and Improvement Plans

33.951 Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

33.952 Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

33.953 Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator.

33.954 Teachers whose evaluation rating is Ineffective shall develop a personal improvement plan with their assigned evaluator.

33.955 The district shall provide teachers on a personal improvement plan with a mentor teacher who is not the credentialed evaluator. All interactions between the mentor and the teacher shall be regarded as confidential.

33.956 No professional growth plan will have more than one (1) achievable goal per evaluation cycle.

### 33.96 Mentor Teacher for Teachers on an Improvement Plan

33.961 The District shall provide teachers on an improvement plan with a mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

33.962 Role of the teacher: The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher.

### 33.963 Protections:

33.9631 Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

33.9632 A mentor teacher shall not be request requested or directed to make any recommendations regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

33.9633 No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

33.9634 No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

33.9635 If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

### 33.97 Finalization of Evaluation

33.971 Written report – before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

- 33.972 The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- 33.973 The summative evaluation rating will be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered for the current school year may be used.
- 33.974 The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a PIN) may be used.
- 33.975 Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following that rating so long as the evaluator determines that the teacher is making progress on his/her Professional Growth Plan.
- 33.976 Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating so long as the evaluator determines that the teacher is making progress on his/her Professional Growth Plan.

### 33.98 Due Process

- 33.981 Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating may address those concerns with their evaluator or another administrator.
- 33.982 A teacher shall be entitled to Association representation at any conference held during this procedure.
- 33.983 The Board of Education shall amend its evaluation policy to confirm to the terms of this agreement.

### 33.99 GUIDANCE COUNSELORS AND SCHOOL NURSE

- 33.991 Guidance counselors will be evaluated in accordance with any requirement in effect pursuant to statute or the state department of education.
- 33.992 The evaluation process and timelines will be the same for guidance counselors and the school nurse as all other certificated/licensed employees evaluated under the Ohio Teacher Evaluation System.

**ARTICLE XXXIV**  
**(This Article is effective July 1, 2018)**

**34.1    INDEMNICATION OF EMPLOYER**

The Union on behalf of itself and the OEA and NEA agrees to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 1)    The employer 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 Union shall reserve the right to designate co-counsel to represent and defend the employer;
- 3)    The employer agrees to
  - a)    give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding,
  - b)    permit the Union or its affiliates to intervene as a party if it so desires, and/or
  - c)    to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
- 4)    The employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## **ARTICLE XXXV**

### **35.1 COLLEGE CREDIT PLUS**

Any bargaining unit member who teaches a class that qualifies for College Credit Plus shall be afforded one (1) professional leave day per College Credit Plus affiliated college, per school year to attend college-required workshops or training and one (1) day to attend college-required workshops or training taking place during the summer. The teacher shall be paid his/her per diem rate of pay for the professional day or summer day, plus any other necessary and actual expenses as allowed under the Master Agreement.

Teachers who teach College Credit Plus (CCP) shall receive additional compensation of one hundred fifty dollars (\$150.00) per semester, per instructional period up to a maximum of six hundred dollars (\$600) per semester. In order to be eligible for the payment, a teacher may not be absent from a CCP class more than six (6) times per semester, excluding professional development and personal days. The payment shall be paid in the last pay of the respective semester.

## **ARTICLE XXXVI**

### **36.1 ACADEMIC DISTRESS**

The parties agree to incorporate the provisions of ORC 3301.10 as if rewritten herein.

**BATH LOCAL SCHOOL DISTRICT  
CERTIFIED SALARY SCHEDULE  
2021-2022  
2.50%**

<b>Years</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>
0	\$38,959	\$39,738	\$40,712	\$42,855	\$43,634
	1.0000	1.0200	1.0450	1.1000	1.1200
1	\$40,615	\$41,394	\$42,563	\$44,900	\$45,874
	1.0425	1.0625	1.0925	1.1525	1.1775
2	\$42,271	\$43,050	\$44,413	\$46,946	\$48,114
	1.0850	1.1050	1.1400	1.2050	1.2350
3	\$43,926	\$44,705	\$46,264	\$48,991	\$50,355
	1.1275	1.1475	1.1875	1.2575	1.2925
4	\$45,582	\$46,361	\$48,114	\$51,036	\$52,595
	1.1700	1.1900	1.2350	1.3100	1.3500
5	\$47,238	\$48,017	\$49,965	\$53,082	\$54,835
	1.2125	1.2325	1.2825	1.3625	1.4075
6	\$48,894	\$49,673	\$51,815	\$55,127	\$57,075
	1.2550	1.2750	1.3300	1.4150	1.4650
7	\$50,549	\$51,328	\$53,666	\$57,172	\$59,315
	1.2975	1.3175	1.3775	1.4675	1.5225
8	\$52,205	\$52,984	\$55,517	\$59,218	\$61,555
	1.3400	1.3600	1.4250	1.5200	1.5800
9	\$53,861	\$54,640	\$57,367	\$61,263	\$63,795
	1.3825	1.4025	1.4725	1.5725	1.6375
10	\$55,517	\$56,296	\$59,218	\$63,308	\$66,036
	1.4250	1.4450	1.5200	1.6250	1.6950
11	\$57,172	\$57,952	\$61,068	\$65,354	\$68,276
	1.4675	1.4875	1.5675	1.6775	1.7525
12	\$58,828	\$59,607	\$62,919	\$67,399	\$70,516
	1.5100	1.5300	1.6150	1.7300	1.8100
13	\$60,484	\$61,263	\$64,769	\$69,444	\$72,756
	1.5525	1.5725	1.6625	1.7825	1.8675
17	\$62,140	\$62,919	\$66,620	\$71,490	\$74,996
	1.5950	1.6150	1.7100	1.8350	1.9250
22	\$63,795	\$64,575	\$68,470	\$73,535	\$77,236
	1.6375	1.6575	1.7575	1.8875	1.9825
27	\$64,337	\$65,116	\$69,012	\$74,077	\$77,778
	1.6514	1.6714	1.7714	1.9014	1.9964

**BATH LOCAL SCHOOL DISTRICT  
CERTIFIED SALARY SCHEDULE  
2022-2023  
2.70%**

<b>Years</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>
0	\$40,011	\$40,811	\$41,811	\$44,012	\$44,812
	1.0000	1.0200	1.0450	1.1000	1.1200
1	\$41,711	\$42,512	\$43,712	\$46,113	\$47,113
	1.0425	1.0625	1.0925	1.1525	1.1775
2	\$43,412	\$44,212	\$45,613	\$48,213	\$49,414
	1.0850	1.1050	1.1400	1.2050	1.2350
3	\$45,112	\$45,913	\$47,513	\$50,314	\$51,714
	1.1275	1.1475	1.1875	1.2575	1.2925
4	\$46,813	\$47,613	\$49,414	\$52,414	\$54,015
	1.1700	1.1900	1.2350	1.3100	1.3500
5	\$48,513	\$49,314	\$51,314	\$54,515	\$56,315
	1.2125	1.2325	1.2825	1.3625	1.4075
6	\$50,214	\$51,014	\$53,215	\$56,616	\$58,616
	1.2550	1.2750	1.3300	1.4150	1.4650
7	\$51,914	\$52,714	\$55,115	\$58,716	\$60,917
	1.2975	1.3175	1.3775	1.4675	1.5225
8	\$53,615	\$54,415	\$57,016	\$60,817	\$63,217
	1.3400	1.3600	1.4250	1.5200	1.5800
9	\$55,315	\$56,115	\$58,916	\$62,917	\$65,518
	1.3825	1.4025	1.4725	1.5725	1.6375
10	\$57,016	\$57,816	\$60,817	\$65,018	\$67,819
	1.4250	1.4450	1.5200	1.6250	1.6950
11	\$58,716	\$59,516	\$62,717	\$67,118	\$70,119
	1.4675	1.4875	1.5675	1.6775	1.7525
12	\$60,417	\$61,217	\$64,618	\$69,219	\$72,420
	1.5100	1.5300	1.6150	1.7300	1.8100
13	\$62,117	\$62,917	\$66,518	\$71,320	\$74,721
	1.5525	1.5725	1.6625	1.7825	1.8675
17	\$63,818	\$64,618	\$68,419	\$73,420	\$77,021
	1.5950	1.6150	1.7100	1.8350	1.9250
22	\$65,518	\$66,318	\$70,319	\$75,521	\$79,322
	1.6375	1.6575	1.7575	1.8875	1.9825
27	\$66,074	\$66,874	\$70,875	\$76,077	\$79,878
	1.6514	1.6714	1.7714	1.9014	1.9964



**BATH LOCAL SCHOOL DISTRICT  
CERTIFIED SALARY SCHEDULE  
2023-2024  
2.90%**

<b>Years</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>
0	\$41,171	\$41,994	\$43,024	\$45,288	\$46,112
	1.0000	1.0200	1.0450	1.1000	1.1200
1	\$42,921	\$43,744	\$44,979	\$47,450	\$48,479
	1.0425	1.0625	1.0925	1.1525	1.1775
2	\$44,671	\$45,494	\$46,935	\$49,611	\$50,846
	1.0850	1.1050	1.1400	1.2050	1.2350
3	\$46,420	\$47,244	\$48,891	\$51,773	\$53,214
	1.1275	1.1475	1.1875	1.2575	1.2925
4	\$48,170	\$48,993	\$50,846	\$53,934	\$55,581
	1.1700	1.1900	1.2350	1.3100	1.3500
5	\$49,920	\$50,743	\$52,802	\$56,095	\$57,948
	1.2125	1.2325	1.2825	1.3625	1.4075
6	\$51,670	\$52,493	\$54,757	\$58,257	\$60,316
	1.2550	1.2750	1.3300	1.4150	1.4650
7	\$53,419	\$54,243	\$56,713	\$60,418	\$62,683
	1.2975	1.3175	1.3775	1.4675	1.5225
8	\$55,169	\$55,993	\$58,669	\$62,580	\$65,050
	1.3400	1.3600	1.4250	1.5200	1.5800
9	\$56,919	\$57,742	\$60,624	\$64,741	\$67,418
	1.3825	1.4025	1.4725	1.5725	1.6375
10	\$58,669	\$59,492	\$62,580	\$66,903	\$69,785
	1.4250	1.4450	1.5200	1.6250	1.6950
11	\$60,418	\$61,242	\$64,536	\$69,064	\$72,152
	1.4675	1.4875	1.5675	1.6775	1.7525
12	\$62,168	\$62,992	\$66,491	\$71,226	\$74,520
	1.5100	1.5300	1.6150	1.7300	1.8100
13	\$63,918	\$64,741	\$68,447	\$73,387	\$76,887
	1.5525	1.5725	1.6625	1.7825	1.8675
17	\$65,668	\$66,491	\$70,402	\$75,549	\$79,254
	1.5950	1.6150	1.7100	1.8350	1.9250
22	\$67,418	\$68,241	\$72,358	\$77,710	\$81,622
	1.6375	1.6575	1.7575	1.8875	1.9825
27	\$67,990	\$68,813	\$72,930	\$78,283	\$82,194
	1.6514	1.6714	1.7714	1.9014	1.9964

**BATH Local School District  
Supplemental Salary Schedule  
2021-2022**

**\$38,959**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
ACADEMIC QUIZ BOWL TEAM - 7TH/8TH	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
ACADEMIC QUIZ BOWL TEAM - 6TH	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
ACADEMIC QUIZ BOWL TEAM - 5TH	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
CONTINUOUS PROGRESS TEACHER	0.80%	\$312	1.00%	\$390	1.10%	\$429
DRUG AND ALCOHOL AWARENESS	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
EIGHTH GRADE D.C. TRIP COORDINATOR	1.50%	\$584	2.00%	\$779	2.50%	\$974
ENVIROTHON ADVISOR	1.00%	\$390	1.50%	\$584	2.00%	\$779
MATHCOUNTS ADVISOR - M.S.	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
NATIONAL HONOR SOCIETY	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
INTERACT CLUB ADVISOR	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
SATURDAY SCHOOL MONITOR	9.50%	\$3,701	10.00%	\$3,896	11.50%	\$4,480
MUSICAL ASSISTANT	3.00%	\$1,169	4.00%	\$1,558	4.50%	\$1,753
MUSICAL ACCOMPANIST	3.00%	\$1,169	4.00%	\$1,558	4.50%	\$1,753
SCIENCE EVENING ADVISOR - ELEM.	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
SCIENCE FAIR - M.S.	1.00%	\$390	2.00%	\$779	3.00%	\$1,169
SCIENCE OLYMPIAD	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
STUDENT COUNCIL - H.S.	3.00%	\$1,169	4.00%	\$1,558	5.00%	\$1,948
STUDENT COUNCIL - M.S.	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
 SUB-TOTAL 4110'S ALL YEAR	 46.80%	 \$18,233	 58.50%	 \$22,791	 70.10%	 \$27,310
 YEARBOOK ADVISOR - H.S.	 11.00%	 \$4,285	 13.00%	 \$5,065	 15.00%	 \$5,844
NEWSPAPER ADVISOR - H.S.	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
 SUB_TOTAL 4600'S ALL YEAR	 15.00%	 \$5,844	 18.00%	 \$7,013	 21.00%	 \$8,181
 JAZZ/STAGE BAND - H.S.	 2.00%	 \$779	 2.50%	 \$974	 3.00%	 \$1,169
SHOW CHOIR - H.S.	3.00%	\$1,169	4.00%	\$1,558	5.00%	\$1,948
VOCAL MUSIC/WITH MUSICAL - H.S.	9.00%	\$3,506	10.00%	\$3,896	11.00%	\$4,285
VOCAL MUSIC/WITHOUT MUSICAL - H.S.	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
 SUB-TOTAL 4130 ALL YEAR	 20.00%	 \$7,792	 23.50%	 \$9,155	 27.00%	 \$10,519

**BATH Local School District  
Supplemental Salary Schedule  
2021-2022**

**\$38,959**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
MARCHING BAND - HEAD	16.00%	\$6,233	18.00%	\$7,013	20.00%	\$7,792
MARCHING BAND - ASST	11.00%	\$4,285	12.00%	\$4,675	13.00%	\$5,065
MARCHING BAND - ASST (SUMMER)	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
FLAG CORPS	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
 SUB-TOTAL 4130 FALL PAYM.	 35.00%	 \$13,636	 39.50%	 \$15,389	 44.00%	 \$17,142
 PIT BAND - H.S.	 1.00%	 \$390	 1.50%	 \$584	 2.00%	 \$779
 SUB-TOTAL 4130'S SPRING PAYM.	 1.00%	 \$390	 1.50%	 \$584	 2.00%	 \$779
PEP BAND - H.S.	2.00%	\$779	3.00%	\$1,169	4.00%	\$1,558
 SUB-TOTAL 4130'S WINTER PAYM.	 2.00%	 \$779	 3.00%	 \$1,169	 4.00%	 \$1,558
 ATHLETIC DIRECTOR	 21.00%	 \$8,181	 23.00%	 \$8,961	 25.00%	 \$9,740
ATHLETIC TRAINER - HEAD	21.00%	\$8,181	23.00%	\$8,961	25.00%	\$9,740
ATHLETIC TRAINER - ASST	11.00%	\$4,285	13.00%	\$5,065	15.00%	\$5,844
 SUB-TOTAL 4500'S ALL YEAR	 53.00%	 \$20,648	 59.00%	 \$22,986	 65.00%	 \$25,323
 STRENGTH AND CONDITIONING COACH--SUMMER	 3.00%	 \$1,169	 3.50%	 \$1,364	 4.00%	 \$1,558
 SUB-TOTAL 4500'S SEPT PAYMENT	 3.00%	 \$1,169	 3.50%	 \$1,364	 4.00%	 \$1,558
 FOOTBALL - HEAD	 16.00%	 \$6,233	 18.00%	 \$7,013	 20.00%	 \$7,792
FOOTBALL - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - 9TH	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - 9TH	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
FOOTBALL - ASST - 8TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
FOOTBALL - ASST - 8TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
FOOTBALL - ASST - 7TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
FOOTBALL - ASST - 7TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
VOLLEYBALL - HEAD	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
VOLLEYBALL - ASST - VARSITY	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
VOLLEYBALL - ASST - 9TH	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
VOLLEYBALL - ASST - 8TH	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338

**BATH Local School District  
Supplemental Salary Schedule  
2021-2022 School Year**

**\$38,959**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
VOLLEYBALL - ASST - 7TH	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
CHEERLEADER - HEAD - FOOTBALL	5.00%	\$1,948	6.00%	\$2,338	7.00%	\$2,727
CHEERLEADER - JV (FALL)	1.75%	\$682	2.00%	\$779	2.25%	\$877
CHEERLEADER - M.S. (FALL)	1.75%	\$682	2.00%	\$779	2.25%	\$877
CROSS COUNTRY - HEAD	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
CROSS COUNTRY - M.S.	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
TENNIS - GIRLS - HEAD	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
SOCCER - BOYS - HEAD	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
SOCCER - BOYS - JV	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
SOCCER - GIRLS - HEAD	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
SOCCER - GIRLS - JV	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
GOLF - BOYS - HEAD	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
GOLF - GIRLS - HEAD	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
STRENGTH AND CONDITIONING COACH- FALL	3.00%	\$1,169	3.50%	\$1,364	4.00%	\$1,558
FACULTY MANAGER - FOOTBALL	3.00%	\$1,169	4.00%	\$1,558	5.00%	\$1,948
<b>SUB-TOTAL 4500'S FALL PAYM.</b>	<b>232.50%</b>	<b>\$90,580</b>	<b>272.50%</b>	<b>\$106,163</b>	<b>312.50%</b>	<b>\$121,747</b>
BASKETBALL - BOYS - HEAD	16.00%	\$6,233	18.00%	\$7,013	20.00%	\$7,792
BASKETBALL - BOYS - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
BASKETBALL - BOYS - ASST - JV	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
BASKETBALL - BOYS - ASST - 9TH	9.00%	\$3,506	10.00%	\$3,896	11.00%	\$4,285
BASKETBALL - BOYS - ASST - 8TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
BASKETBALL - BOYS - ASST - 7TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
BASKETBALL - GIRLS - HEAD	16.00%	\$6,233	18.00%	\$7,013	20.00%	\$7,792
BASKETBALL - GIRLS - ASST - VARSITY	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
BASKETBALL - GIRLS - ASST - JV	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
BASKETBALL - GIRLS - ASST - 9TH	9.00%	\$3,506	10.00%	\$3,896	11.00%	\$4,285
BASKETBALL - GIRLS - ASST - 8TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
BASKETBALL - GIRLS - ASST - 7TH	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
BOWLING CO-ED VARSITY	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
CHEERLEADER - HEAD - BASKETBALL	5.00%	\$1,948	6.00%	\$2,338	7.00%	\$2,727
CHEERLEADER - JV (WINTER)	1.75%	\$682	2.00%	\$779	2.25%	\$877
CHEERLEADER - M.S. (WINTER)	1.75%	\$682	2.00%	\$779	2.25%	\$877
SWIMMING - HEAD	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
SWIMMING - ASST - VARSITY	3.00%	\$1,169	3.50%	\$1,364	4.00%	\$1,558

**BATH Local School District  
Supplemental Salary Schedule  
2021-2022 School Year**

**\$38,959**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
WRESTLING - HEAD	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
WRESTLING - ASST	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
WRESTLING - ASST	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
WRESTLING - ASST - M.S.	5.00%	\$1,948	6.00%	\$2,338	7.00%	\$2,727
WRESTLING - ASST - M.S.	5.00%	\$1,948	6.00%	\$2,338	7.00%	\$2,727
STRENGTH & CONDITIONING COACH - WINTER	3.00%	\$1,169	3.50%	\$1,364	4.00%	\$1,558
FACULTY MANAGER - BASKETBALL	3.00%	\$1,169	4.00%	\$1,558	5.00%	\$1,948
 SUB-TOT. 4500'S WINTER PAYM.	 187.50%	 \$73,048	 217.00%	 \$84,541	 246.50%	 \$96,034
 BASEBALL - HEAD	 10.00%	 \$3,896	 12.00%	 \$4,675	 14.00%	 \$5,454
BASEBALL - ASST - VARSITY	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
BASEBALL - ASST - JV	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
BASEBALL - ASST - 9TH	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
BASEBALL - ASST - 8TH	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
BASEBALL - ASST - 7TH	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
TRACK - HEAD	12.00%	\$4,675	14.00%	\$5,454	16.00%	\$6,233
TRACK - ASST	7.00%	\$2,727	8.00%	\$3,117	9.00%	\$3,506
TRACK - ASST	7.00%	\$2,727	8.00%	\$3,117	9.00%	\$3,506
TRACK - ASST	7.00%	\$2,727	8.00%	\$3,117	9.00%	\$3,506
TRACK - ASST - M.S.	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
TRACK - ASST - M.S.	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
TRACK - ASST - M.S.	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
SOFTBALL - HEAD	10.00%	\$3,896	12.00%	\$4,675	14.00%	\$5,454
SOFTBALL - ASST - VARSITY	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
SOFTBALL - ASST - JV	6.00%	\$2,338	7.00%	\$2,727	8.00%	\$3,117
SOFTBALL - ASST - 8TH	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
SOFTBALL - ASST - 7TH	4.00%	\$1,558	5.00%	\$1,948	6.00%	\$2,338
TENNIS - BOYS - HEAD	8.00%	\$3,117	9.00%	\$3,506	10.00%	\$3,896
STRENGTH & CONDITIONING COACH- SPRING	3.00%	\$1,169	3.50%	\$1,364	4.00%	\$1,558
SAFETY/CPR COORDINATOR	2.00%	\$779	2.50%	\$974	3.00%	\$1,169
 SUB-TOTAL 4500'S SPRING PAYM.	 124.00%	 \$48,309	 147.00%	 \$57,270	 170.00%	 \$66,230
 ACADEMIC	 61.80%	 \$24,077	 76.50%	 \$29,804	 91.10%	 \$35,492
MUSIC	20.00%	\$7,792	23.50%	\$9,155	27.00%	\$10,519
BAND	38.00%	\$14,804	44.00%	\$17,142	50.00%	\$19,480
SPORTS	600.00%	\$233,754	699.00%	\$272,323	798.00%	\$310,893
 GRAND TOTAL	 719.80%	 \$280,427	 843.00%	 \$328,424	 966.10%	 \$376,383

**BATH Local School District  
Supplemental Salary Schedule  
2022-2023**

**\$40,011**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
ACADEMIC QUIZ BOWL TEAM - 7TH/8TH	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
ACADEMIC QUIZ BOWL TEAM - 6TH	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
ACADEMIC QUIZ BOWL TEAM - 5TH	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
CONTINUOUS PROGRESS TEACHER	0.80%	\$320	1.00%	\$400	1.10%	\$440
DRUG AND ALCOHOL AWARENESS	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
EIGHTH GRADE D.C. TRIP COORDINATOR	1.50%	\$600	2.00%	\$800	2.50%	\$1,000
ENVIROTHON ADVISOR	1.00%	\$400	1.50%	\$600	2.00%	\$800
MATHCOUNTS ADVISOR - M.S.	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
NATIONAL HONOR SOCIETY	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
INTERACT CLUB ADVISOR	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
SATURDAY SCHOOL MONITOR	9.50%	\$3,801	10.00%	\$4,001	11.50%	\$4,601
MUSICAL ASSISTANT	3.00%	\$1,200	4.00%	\$1,600	4.50%	\$1,800
MUSICAL ACCOMPANIST	3.00%	\$1,200	4.00%	\$1,600	4.50%	\$1,800
SCIENCE EVENING ADVISOR - ELEM.	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
SCIENCE FAIR - M.S.	1.00%	\$400	2.00%	\$800	3.00%	\$1,200
SCIENCE OLYMPIAD	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
STUDENT COUNCIL - H.S.	3.00%	\$1,200	4.00%	\$1,600	5.00%	\$2,001
STUDENT COUNCIL - M.S.	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
 SUB-TOTAL 4110'S ALL YEAR	 46.80%	 \$18,725	 58.50%	 \$23,406	 70.10%	 \$28,048
 YEARBOOK ADVISOR - H.S.	 11.00%	 \$4,401	 13.00%	 \$5,201	 15.00%	 \$6,002
NEWSPAPER ADVISOR - H.S.	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
 SUB_TOTAL 4600'S ALL YEAR	 15.00%	 \$6,002	 18.00%	 \$7,202	 21.00%	 \$8,402
 JAZZ/STAGE BAND - H.S.	 2.00%	 \$800	 2.50%	 \$1,000	 3.00%	 \$1,200
SHOW CHOIR - H.S.	3.00%	\$1,200	4.00%	\$1,600	5.00%	\$2,001
VOCAL MUSIC/WITH MUSICAL - H.S.	9.00%	\$3,601	10.00%	\$4,001	11.00%	\$4,401
VOCAL MUSIC/WITHOUT MUSICAL - H.S.	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
 SUB-TOTAL 4130 ALL YEAR	 20.00%	 \$8,002	 23.50%	 \$9,403	 27.00%	 \$10,803

**BATH Local School District  
Supplemental Salary Schedule  
2022-2023**

**\$40,011**

MARCHING BAND - HEAD	16.00%	\$6,402	18.00%	\$7,202	20.00%	\$8,002
MARCHING BAND - ASST	11.00%	\$4,401	12.00%	\$4,801	13.00%	\$5,201
MARCHING BAND - ASST (SUMMER)	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
FLAG CORPS	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
 SUB-TOTAL 4130 FALL PAYM.	 35.00%	 \$14,004	 39.50%	 \$15,804	 44.00%	 \$17,605
 PIT BAND - H.S.	 1.00%	 \$400	 1.50%	 \$600	 2.00%	 \$800
 SUB-TOTAL 4130'S SPRING PAYM.	 1.00%	 \$400	 1.50%	 \$600	 2.00%	 \$800
 PEP BAND - H.S.	 2.00%	 \$800	 3.00%	 \$1,200	 4.00%	 \$1,600
 SUB-TOTAL 4130'S WINTER PAYM.	 2.00%	 \$800	 3.00%	 \$1,200	 4.00%	 \$1,600
 ATHLETIC DIRECTOR	 21.00%	 \$8,402	 23.00%	 \$9,203	 25.00%	 \$10,003
ATHLETIC TRAINER - HEAD	21.00%	\$8,402	23.00%	\$9,203	25.00%	\$10,003
ATHLETIC TRAINER - ASST	11.00%	\$4,401	13.00%	\$5,201	15.00%	\$6,002
 SUB-TOTAL 4500'S ALL YEAR	 53.00%	 \$21,206	 59.00%	 \$23,606	 65.00%	 \$26,007
 STRENGTH AND CONDITIONING COACH--SUMMER	 3.00%	 \$1,200	 3.50%	 \$1,400	 4.00%	 \$1,600
 SUB-TOTAL 4500'S SEPT PAYMENT	 3.00%	 \$1,200	 3.50%	 \$1,400	 4.00%	 \$1,600
 FOOTBALL - HEAD	 16.00%	 \$6,402	 18.00%	 \$7,202	 20.00%	 \$8,002
FOOTBALL - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - 9TH	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - 9TH	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
FOOTBALL - ASST - 8TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
FOOTBALL - ASST - 8TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
FOOTBALL - ASST - 7TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
FOOTBALL - ASST - 7TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
VOLLEYBALL - HEAD	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
VOLLEYBALL - ASST - VARSITY	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
VOLLEYBALL - ASST - 9TH	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
VOLLEYBALL - ASST - 8TH	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401

**BATH Local School District  
Supplemental Salary Schedule  
2022-2023**

**\$40,011**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
VOLLEYBALL - ASST - 7TH	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
CHEERLEADER - HEAD - FOOTBALL	5.00%	\$2,001	6.00%	\$2,401	7.00%	\$2,801
CHEERLEADER - JV (FALL)	1.75%	\$700	2.00%	\$800	2.25%	\$900
CHEERLEADER - M.S. (FALL)	1.75%	\$700	2.00%	\$800	2.25%	\$900
CROSS COUNTRY - HEAD	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
CROSS COUNTRY - M.S.	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
TENNIS - GIRLS - HEAD	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
SOCCER - BOYS - HEAD	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
SOCCER - BOYS - JV	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
SOCCER - GIRLS - HEAD	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
SOCCER - GIRLS - JV	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
GOLF - BOYS - HEAD	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
GOLF - GIRLS - HEAD	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
STRENGTH AND CONDITIONING COACH- FALL	3.00%	\$1,200	3.50%	\$1,400	4.00%	\$1,600
FACULTY MANAGER - FOOTBALL	3.00%	\$1,200	4.00%	\$1,600	5.00%	\$2,001
<b>SUB-TOTAL 4500'S FALL PAYM.</b>	<b>232.50%</b>	<b>\$93,026</b>	<b>272.50%</b>	<b>\$109,030</b>	<b>312.50%</b>	<b>\$125,034</b>
BASKETBALL - BOYS - HEAD	16.00%	\$6,402	18.00%	\$7,202	20.00%	\$8,002
BASKETBALL - BOYS - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
BASKETBALL - BOYS - ASST - JV	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
BASKETBALL - BOYS - ASST - 9TH	9.00%	\$3,601	10.00%	\$4,001	11.00%	\$4,401
BASKETBALL - BOYS - ASST - 8TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
BASKETBALL - BOYS - ASST - 7TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
BASKETBALL - GIRLS - HEAD	16.00%	\$6,402	18.00%	\$7,202	20.00%	\$8,002
BASKETBALL - GIRLS - ASST - VARSITY	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
BASKETBALL - GIRLS - ASST - JV	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
BASKETBALL - GIRLS - ASST - 9TH	9.00%	\$3,601	10.00%	\$4,001	11.00%	\$4,401
BASKETBALL - GIRLS - ASST - 8TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
BASKETBALL - GIRLS - ASST - 7TH	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
BOWLING CO-ED VARSITY	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
CHEERLEADER - HEAD - BASKETBALL	5.00%	\$2,001	6.00%	\$2,401	7.00%	\$2,801
CHEERLEADER - JV (WINTER)	1.75%	\$700	2.00%	\$800	2.25%	\$900
CHEERLEADER - M.S. (WINTER)	1.75%	\$700	2.00%	\$800	2.25%	\$900
SWIMMING - HEAD	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
SWIMMING - ASST - VARSITY	3.00%	\$1,200	3.50%	\$1,400	4.00%	\$1,600



**BATH Local School District  
Supplemental Salary Schedule  
2022-2023 School Year**

**\$40,011**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
WRESTLING - HEAD	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
WRESTLING - ASST	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
WRESTLING - ASST	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
WRESTLING - ASST - M.S.	5.00%	\$2,001	6.00%	\$2,401	7.00%	\$2,801
WRESTLING - ASST - M.S.	5.00%	\$2,001	6.00%	\$2,401	7.00%	\$2,801
STRENGTH & CONDITIONING COACH - WINTER	3.00%	\$1,200	3.50%	\$1,400	4.00%	\$1,600
FACULTY MANAGER - BASKETBALL	3.00%	\$1,200	4.00%	\$1,600	5.00%	\$2,001
 SUB-TOT. 4500'S WINTER PAYM.	 187.50%	 \$75,021	 217.00%	 \$86,824	 246.50%	 \$98,627
 BASEBALL - HEAD	 10.00%	 \$4,001	 12.00%	 \$4,801	 14.00%	 \$5,602
BASEBALL - ASST - VARSITY	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
BASEBALL - ASST - JV	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
BASEBALL - ASST - 9TH	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
BASEBALL - ASST - 8TH	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
BASEBALL - ASST - 7TH	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
TRACK - HEAD	12.00%	\$4,801	14.00%	\$5,602	16.00%	\$6,402
TRACK - ASST	7.00%	\$2,801	8.00%	\$3,201	9.00%	\$3,601
TRACK - ASST	7.00%	\$2,801	8.00%	\$3,201	9.00%	\$3,601
TRACK - ASST	7.00%	\$2,801	8.00%	\$3,201	9.00%	\$3,601
TRACK - ASST - M.S.	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
TRACK - ASST - M.S.	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
TRACK - ASST - M.S.	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
SOFTBALL - HEAD	10.00%	\$4,001	12.00%	\$4,801	14.00%	\$5,602
SOFTBALL - ASST - VARSITY	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
SOFTBALL - ASST - JV	6.00%	\$2,401	7.00%	\$2,801	8.00%	\$3,201
SOFTBALL - ASST - 8TH	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
SOFTBALL - ASST - 7TH	4.00%	\$1,600	5.00%	\$2,001	6.00%	\$2,401
TENNIS - BOYS - HEAD	8.00%	\$3,201	9.00%	\$3,601	10.00%	\$4,001
STRENGTH & CONDITIONING COACH- SPRING	3.00%	\$1,200	3.50%	\$1,400	4.00%	\$1,600
SAFETY/CPR COORDINATOR	2.00%	\$800	2.50%	\$1,000	3.00%	\$1,200
 SUB-TOTAL 4500'S SPRING PAYM.	 124.00%	 \$49,614	 147.00%	 \$58,816	 170.00%	 \$68,019
 ACADEMIC	 61.80%	 \$24,727	 76.50%	 \$30,608	 91.10%	 \$36,450
MUSIC	20.00%	\$8,002	23.50%	\$9,403	27.00%	\$10,803
BAND	38.00%	\$15,204	44.00%	\$17,605	50.00%	\$20,006
SPORTS	600.00%	\$240,066	699.00%	\$279,677	798.00%	\$319,288
 GRAND TOTAL	 719.80%	 \$287,999	 843.00%	 \$337,293	 966.10%	 \$386,546

**BATH Local School District  
Supplemental Salary Schedule  
2023-2024**

**\$41,171**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
ACADEMIC QUIZ BOWL TEAM - H.S.	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
ACADEMIC QUIZ BOWL TEAM - 7TH/8TH	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
ACADEMIC QUIZ BOWL TEAM - 6TH	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
ACADEMIC QUIZ BOWL TEAM - 5TH	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
CONTINUOUS PROGRESS TEACHER	0.80%	\$329	1.00%	\$412	1.10%	\$453
DRUG AND ALCOHOL AWARENESS	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
EIGHTH GRADE D.C. TRIP COORDINATOR	1.50%	\$618	2.00%	\$823	2.50%	\$1,029
ENVIROTHON ADVISOR	1.00%	\$412	1.50%	\$618	2.00%	\$823
MATHCOUNTS ADVISOR - M.S.	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
NATIONAL HONOR SOCIETY	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
INTERACT CLUB ADVISOR	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
SATURDAY SCHOOL MONITOR	9.50%	\$3,911	10.00%	\$4,117	11.50%	\$4,735
MUSICAL ASSISTANT	3.00%	\$1,235	4.00%	\$1,647	4.50%	\$1,853
MUSICAL ACCOMPANIST	3.00%	\$1,235	4.00%	\$1,647	4.50%	\$1,853
SCIENCE EVENING ADVISOR - ELEM.	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
SCIENCE FAIR - M.S.	1.00%	\$412	2.00%	\$823	3.00%	\$1,235
SCIENCE OLYMPIAD	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
STUDENT COUNCIL - H.S.	3.00%	\$1,235	4.00%	\$1,647	5.00%	\$2,059
STUDENT COUNCIL - M.S.	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
 SUB-TOTAL 4110'S ALL YEAR	 46.80%	 \$19,268	 58.50%	 \$24,085	 70.10%	 \$28,861
 YEARBOOK ADVISOR - H.S.	 11.00%	 \$4,529	 13.00%	 \$5,352	 15.00%	 \$6,176
NEWSPAPER ADVISOR - H.S.	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
 SUB_TOTAL 4600'S ALL YEAR	 15.00%	 \$6,176	 18.00%	 \$7,411	 21.00%	 \$8,646
 JAZZ/STAGE BAND - H.S.	 2.00%	 \$823	 2.50%	 \$1,029	 3.00%	 \$1,235
SHOW CHOIR - H.S.	3.00%	\$1,235	4.00%	\$1,647	5.00%	\$2,059
VOCAL MUSIC/WITH MUSICAL - H.S.	9.00%	\$3,705	10.00%	\$4,117	11.00%	\$4,529
VOCAL MUSIC/WITHOUT MUSICAL - H.S.	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
 SUB-TOTAL 4130 ALL YEAR	 20.00%	 \$8,234	 23.50%	 \$9,675	 27.00%	 \$11,116
 MARCHING BAND - HEAD	 16.00%	 \$6,587	 18.00%	 \$7,411	 20.00%	 \$8,234
MARCHING BAND - ASST	11.00%	\$4,529	12.00%	\$4,941	13.00%	\$5,352
MARCHING BAND - ASST (SUMMER)	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
FLAG CORPS	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
 SUB-TOTAL 4130 FALL PAYM.	 35.00%	 \$14,410	 39.50%	 \$16,263	 44.00%	 \$18,115

**BATH Local School District  
Supplemental Salary Schedule  
2023-2024**

**\$41,171**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
MARCHING BAND - HEAD	16.00%	\$6,587	18.00%	\$7,411	20.00%	\$8,234
MARCHING BAND - ASST	11.00%	\$4,529	12.00%	\$4,941	13.00%	\$5,352
MARCHING BAND - ASST (SUMMER)	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
FLAG CORPS	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
 SUB-TOTAL 4130 FALL PAYM.	 35.00%	 \$14,410	 39.50%	 \$16,263	 44.00%	 \$18,115
 PIT BAND - H.S.	 1.00%	 \$412	 1.50%	 \$618	 2.00%	 \$823
 SUB-TOTAL 4130'S SPRING PAYM.	 1.00%	 \$412	 1.50%	 \$618	 2.00%	 \$823
 PEP BAND - H.S.	 2.00%	 \$823	 3.00%	 \$1,235	 4.00%	 \$1,647
 SUB-TOTAL 4130'S WINTER PAYM.	 2.00%	 \$823	 3.00%	 \$1,235	 4.00%	 \$1,647
 ATHLETIC DIRECTOR	 21.00%	 \$8,646	 23.00%	 \$9,469	 25.00%	 \$10,293
ATHLETIC TRAINER - HEAD	21.00%	\$8,646	23.00%	\$9,469	25.00%	\$10,293
ATHLETIC TRAINER - ASST	11.00%	\$4,529	13.00%	\$5,352	15.00%	\$6,176
 SUB-TOTAL 4500'S ALL YEAR	 53.00%	 \$21,821	 59.00%	 \$24,291	 65.00%	 \$26,761
 STRENGTH AND CONDITIONING COACH--SUMMER	 3.00%	 \$1,235	 3.50%	 \$1,441	 4.00%	 \$1,647
 SUB-TOTAL 4500'S SEPT PAYMENT	 3.00%	 \$1,235	 3.50%	 \$1,441	 4.00%	 \$1,647
 FOOTBALL - HEAD	 16.00%	 \$6,587	 18.00%	 \$7,411	 20.00%	 \$8,234
FOOTBALL - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - 9TH	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - 9TH	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
FOOTBALL - ASST - 8TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
FOOTBALL - ASST - 8TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
FOOTBALL - ASST - 7TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
FOOTBALL - ASST - 7TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
VOLLEYBALL - HEAD	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
VOLLEYBALL - ASST - VARSITY	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
VOLLEYBALL - ASST - 9TH	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
VOLLEYBALL - ASST - 8TH	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470

**BATH Local School District  
Supplemental Salary Schedule  
2023-2024**

**\$41,171**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
VOLLEYBALL - ASST - 7TH	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
CHEERLEADER - HEAD - FOOTBALL	5.00%	\$2,059	6.00%	\$2,470	7.00%	\$2,882
CHEERLEADER - JV (FALL)	1.75%	\$720	2.00%	\$823	2.25%	\$926
CHEERLEADER - M.S. (FALL)	1.75%	\$720	2.00%	\$823	2.25%	\$926
CROSS COUNTRY - HEAD	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
CROSS COUNTRY - M.S.	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
TENNIS - GIRLS - HEAD	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
SOCCER - BOYS - HEAD	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
SOCCER - BOYS - JV	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
SOCCER - GIRLS - HEAD	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
SOCCER - GIRLS - JV	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
GOLF - BOYS - HEAD	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
GOLF - GIRLS - HEAD	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
STRENGTH AND CONDITIONING COACH- FALL	3.00%	\$1,235	3.50%	\$1,441	4.00%	\$1,647
FACULTY MANAGER - FOOTBALL	3.00%	\$1,235	4.00%	\$1,647	5.00%	\$2,059
<b>SUB-TOTAL 4500'S FALL PAYM.</b>	<b>232.50%</b>	<b>\$95,723</b>	<b>272.50%</b>	<b>\$112,191</b>	<b>312.50%</b>	<b>\$128,659</b>
BASKETBALL - BOYS - HEAD	16.00%	\$6,587	18.00%	\$7,411	20.00%	\$8,234
BASKETBALL - BOYS - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
BASKETBALL - BOYS - ASST - JV	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
BASKETBALL - BOYS - ASST - 9TH	9.00%	\$3,705	10.00%	\$4,117	11.00%	\$4,529
BASKETBALL - BOYS - ASST - 8TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
BASKETBALL - BOYS - ASST - 7TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
BASKETBALL - GIRLS - HEAD	16.00%	\$6,587	18.00%	\$7,411	20.00%	\$8,234
BASKETBALL - GIRLS - ASST - VARSITY	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
BASKETBALL - GIRLS - ASST - JV	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
BASKETBALL - GIRLS - ASST - 9TH	9.00%	\$3,705	10.00%	\$4,117	11.00%	\$4,529
BASKETBALL - GIRLS - ASST - 8TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
BASKETBALL - GIRLS - ASST - 7TH	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
BOWLING CO-ED VARSITY	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
CHEERLEADER - HEAD - BASKETBALL	5.00%	\$2,059	6.00%	\$2,470	7.00%	\$2,882
CHEERLEADER - JV (WINTER)	1.75%	\$720	2.00%	\$823	2.25%	\$926
CHEERLEADER - M.S. (WINTER)	1.75%	\$720	2.00%	\$823	2.25%	\$926
SWIMMING - HEAD	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
SWIMMING - ASST - VARSITY	3.00%	\$1,235	3.50%	\$1,441	4.00%	\$1,647

**BATH Local School District  
Supplemental Salary Schedule  
2023-2024**

**\$41,171**

<b>Position</b>	<b>Level 0</b>	<b>Salary</b>	<b>Level 1</b>	<b>Salary</b>	<b>Level 2</b>	<b>Salary</b>
WRESTLING - HEAD	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
WRESTLING - ASST	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
WRESTLING - ASST	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
WRESTLING - ASST - M.S.	5.00%	\$2,059	6.00%	\$2,470	7.00%	\$2,882
WRESTLING - ASST - M.S.	5.00%	\$2,059	6.00%	\$2,470	7.00%	\$2,882
STRENGTH & CONDITIONING COACH - WINTER	3.00%	\$1,235	3.50%	\$1,441	4.00%	\$1,647
FACULTY MANAGER - BASKETBALL	3.00%	\$1,235	4.00%	\$1,647	5.00%	\$2,059
 SUB-TOT. 4500'S WINTER PAYM.	 187.50%	 \$77,196	 217.00%	 \$89,341	 246.50%	 \$101,487
 BASEBALL - HEAD	 10.00%	 \$4,117	 12.00%	 \$4,941	 14.00%	 \$5,764
BASEBALL - ASST - VARSITY	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
BASEBALL - ASST - JV	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
BASEBALL - ASST - 9TH	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
BASEBALL - ASST - 8TH	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
BASEBALL - ASST - 7TH	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
TRACK - HEAD	12.00%	\$4,941	14.00%	\$5,764	16.00%	\$6,587
TRACK - ASST	7.00%	\$2,882	8.00%	\$3,294	9.00%	\$3,705
TRACK - ASST	7.00%	\$2,882	8.00%	\$3,294	9.00%	\$3,705
TRACK - ASST	7.00%	\$2,882	8.00%	\$3,294	9.00%	\$3,705
TRACK - ASST - M.S.	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
TRACK - ASST - M.S.	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
TRACK - ASST - M.S.	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
SOFTBALL - HEAD	10.00%	\$4,117	12.00%	\$4,941	14.00%	\$5,764
SOFTBALL - ASST - VARSITY	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
SOFTBALL - ASST - JV	6.00%	\$2,470	7.00%	\$2,882	8.00%	\$3,294
SOFTBALL - ASST - 8TH	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
SOFTBALL - ASST - 7TH	4.00%	\$1,647	5.00%	\$2,059	6.00%	\$2,470
TENNIS - BOYS - HEAD	8.00%	\$3,294	9.00%	\$3,705	10.00%	\$4,117
STRENGTH & CONDITIONING COACH- SPRING	3.00%	\$1,235	3.50%	\$1,441	4.00%	\$1,647
SAFETY/CPR COORDINATOR	2.00%	\$823	2.50%	\$1,029	3.00%	\$1,235
 SUB-TOTAL 4500'S SPRING PAYM.	 124.00%	 \$51,052	 147.00%	 \$60,521	 170.00%	 \$69,991
 ACADEMIC	 61.80%	 \$25,444	 76.50%	 \$31,496	 91.10%	 \$37,507
MUSIC	20.00%	\$8,234	23.50%	\$9,675	27.00%	\$11,116
BAND	38.00%	\$15,645	44.00%	\$18,115	50.00%	\$20,586
SPORTS	600.00%	\$247,026	699.00%	\$287,785	798.00%	\$328,545
 GRAND TOTAL	 719.80%	 \$296,349	 843.00%	 \$347,072	 966.10%	 \$397,753

## DEFINITIONS

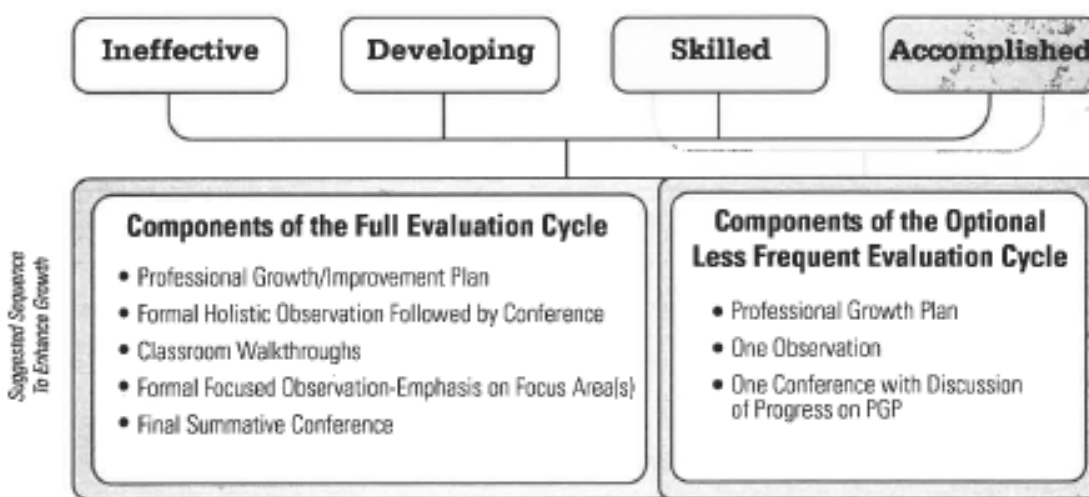
- A. Credentialed Third Party Evaluator (CTFE):** A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Principal, Vocational Director, or Administrative Specialist in educational area issued under ORC 3319.22 and is properly credentialed to be an evaluator.
- B. Evaluation Cycle:** The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or ORC.
- C. Evaluation Factors:** The walk throughs, observations, and other components required by ORC to be used in the teacher evaluation procedure.
- D. Evaluation Framework:** The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with ORC 3319.11(A).
- E. Evaluation Instruments:** The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement.
- F. Evaluation Procedure:** The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by ORC 3319.11 and 3319.112.
- G. Evaluation Rating:** The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.
- H. Evidence:** Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.
- I. High Quality Student Data (HQSD):** Quantitative information, derived from instruments(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
- J. Improvement Plan:** A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of Ineffective. The approved form for the Improvement Plan is attached this agreement.
- K. Ohio Evaluation SystemS (OhioES):** The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).
- L. Ohio Teacher Evaluation Systems (OTES):** The teacher evaluation system required by ORC 3319.11 and 3319.112.
- M. Poorly Performing Teacher:** A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

- N. Professional Growth Plan:** A written plan, self-directed or jointly developed between the teacher and the evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement.
- O. Teacher of Record:** A teacher who is:
- a.** Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
  - b.** Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
  - c.** Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.
- P. Teacher Performance:** The assessment of a teacher during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric attached to this agreement.
- Q. Experts in the Field:** Experts in the field include district administrators, credentialed evaluators, teachers, and teacher teams.
- R. Informal Observation:** An observation lasting at least thirty (30) minutes to be used for teachers not in a full evaluation cycle.

## Ohio Teacher Evaluation System (OTES 2.0) Framework\*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the **Ohio Teacher Evaluation Framework**, which is aligned with the **Ohio Standards for the Teaching Profession** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the **Teacher Performance Evaluation Rubric**.



### Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*;
- One Formal Focused Observation – *with an emphasis on identified focus area(s)*; and
- One Summative Conference.

### Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.



The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan\*\* to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan\*\* for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan\*\* that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

## High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

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

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

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

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

## Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

LEGAL REFS. ORC 3319.111; 3319.112

\* The *Ohio Teacher Evaluation System 2.0 Framework* represents the required basic structure of the teacher evaluation system. For additional guidance, please see the *Ohio Teacher Evaluation System 2.0 Model*, which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.

\*\*Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. However, the notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

**Professional Growth Plan**

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

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

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

Evaluator Name: \_\_\_\_\_

☐ Self-Directed  
(Accomplished)

☐ Jointly Developed  
(Skilled)

☐ Evaluator Guided  
(Developing)

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

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

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

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

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

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

## Improvement Plan

Teacher  
Name:

Grade Level/ Subject:

School year:

Building:

Date of Improvement Plan  
Conference:

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

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

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

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

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

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

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

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

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

--

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

--

Comments:

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

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

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

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

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

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

## Improvement Plan: Evaluation of Plan

Teacher  
Name: \_\_\_\_\_Grade Level/  
Subject: \_\_\_\_\_

School year: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**High-Quality Student Data Verification Form**

**Teacher Name:** Click or tap here to enter text. **Evaluator Name:** Click or tap here to enter text.

**Content Area(s):** Click or tap here to enter text. **Grade Level(s):** Click or tap here to enter text.

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

1. Click or tap here to enter text.

2. Click or tap here to enter text.

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

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

**AND**

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

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

**Comments:** Click or tap here to enter text.

**Teacher Signature:**

**Date:** Click or tap to enter a date.

**HQSD Approval Signature:**

**Date:** Click or tap to enter a date.

FINAL March 27, 2020

**GRIEVANCE REPORT FORM  
BATH LOCAL SCHOOL DISTRICT**

**LEVEL TWO**

Building	Assignment	Name of Grievant(s)	Date Filed
----------	------------	---------------------	------------

A. Date of Incident Giving Rise to the Grievance: \_\_\_\_\_

B. An Informal Grievance was presented to: \_\_\_\_\_  
and was not resolved.

C. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Section of Sections of Master Agreement claimed to be involved: \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

D. Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.



**APPENDIX D (Cont'd)**

**GRIEVANCE REPORT FORM  
BATH LOCAL SCHOOL DISTRICT**

**LEVEL THREE**

Building	Assignment	Name of Grievant(s)	Date Filed
----------	------------	---------------------	------------

A. Date of Incident Giving Rise to the Grievance: \_\_\_\_\_

B. 1. Reason why grievance is now at Level Three: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Restatement of Grievance: \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Superintendent: \_\_\_\_\_  
Signature Date Received

D. Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

**GRIEVANCE REPORT FORM  
BATH LOCAL SCHOOL DISTRICT**

**LEVEL THREE**

**FOR USE IN APPEALING A POLICY GRIEVANCE  
TO THE BOARD OF EDUCATION**

Article IX Section 9.1424

Building	Assignment	Name of Grievant(s)	Date Filed
----------	------------	---------------------	------------

- A. Date of Superintendent's Response: \_\_\_\_\_
- B. Reason Why Grievance is Being Appealed to Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Restatement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Board Policy Claimed to be Involved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Received by Treasurer: \_\_\_\_\_

_____ Signature of Treasurer	_____ Date
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**GRIEVANCE REPORT FORM  
BATH LOCAL SCHOOL DISTRICT**

**LEVEL FOUR**

Building	Assignment	Name of Grievant(s)	Date Filed
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A. Date Submitted to Superintendent: \_\_\_\_\_

B. 1. Reason Why Grievance if Now at Level Four: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Restatement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Received by Chairman of Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Received by Superintendent:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The space limitations indicated above should, wherever needed, be supplemented by additional paper to be attached to this form.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
BATH EDUCATION ASSOCIATION  
AND THE  
BATH LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

This Memorandum of Agreement (MOA) is entered into by and between the Bath Education Association (BEA) and the Bath Local School District Board of Education (Board).

**WHEREAS**, the Board wishes to provide increased opportunities for students to earn college credit while taking courses offered on the Bath campus through the College Credit Plus (CCP) program; and

**WHEREAS**, the Board understands that some Bath teachers will need to take additional, graduate-level courses to become credentialed to teach courses that provide this opportunity; and

**WHEREAS**, the Board wishes to assist teachers in this process to accelerate expansion of course offerings at Bath High School while protecting the investment to ensure funds spent benefit students in the Bath Local School District;

**THEREFORE**, the parties agree to the following terms for a limited Board-funded CCP Credentialing Grant Benefit:

1. During fiscal year 2021-2022, 20022-2023, and 2023-2024, the Board plans to designate, at its discretion and based on current needs and available resources, ten thousand dollars (\$10,000.00) annually to pay for tuition (but not textbooks and supplies) for approved teachers to take courses for CCP credentialing (collectively, "the tuition payment program"), as approved through the plan approval process of the Ohio Department of Higher Education. If the Board chooses not to finance or to suspend the tuition payment program during this time period, the Board will notify the BEA.
2. To be considered for the tuition payment program, teachers must submit an application on the required form, in writing, to the high school principal. The Bath Administration, at its complete discretion, will select the successful applicant(s) ("teacher participants") and the educational institution and program in which such applicant(s) will participate. The Board will pay tuition for the selected teacher participants, up to a maximum of eighteen (18) hours per teacher participant at a maximum rate of five hundred dollars (\$500.00) per credit hour, upon submission of appropriate documentation to the high school principal.
3. If the teacher participant fails to complete and/or pass a course successfully or if the teacher withdraws from the educational program without completing the entire educational program, the teacher must immediately inform the high school principal of this fact and full repayment for Board costs associated with the program will become due immediately. Further, the teacher participant will not be eligible for any further payments under the tuition payment program by the Board. If payment is not made immediately to the Board by the teacher participant, the Board may withhold the amount due under this paragraph from the teacher's paycheck until full repayment is made to the Board. In its discretion, the Board may grant exceptions to this paragraph for circumstances beyond the teacher participant's control, such as changes in CCP credentialing requirements, changes in course offerings, accident or illness.

4. After completion of the educational program, the teacher participant is obligated to remain employed by the Board for a minimum period of five (5) years, or three (3) years if separation from employment is the result of the teacher participant's retirement. For this purpose, "year" is defined as at least one hundred twenty (120) workdays on paid status within a particular school year. If the teacher participant fails to fulfill this commitment, the Board is entitled to recoup twenty percent (20%) of its tuition payments for each year of the five-year commitment not met. For example, if the teacher participant remains employed with the Board for only two (2) years, the Board will recoup sixty percent (60%) of its tuition costs. This repayment provision will be waived, however, if the commitment is unmet because of the teacher participant's death. A teacher participant's pay may be withheld until payment is made in full to the Board.
5. If the teacher participant's employment with the Board is terminated or the teacher is non-renewed by the Board (not including a Reduction in Force), either during his/her participation in the tuition payment program or after completion of the educational program, repayment will be required under the same conditions identified in paragraph 3 and 4 of this Agreement.
6. If the Board chooses to discontinue the tuition payment program during the term of this agreement and a teacher participant then currently enrolled in an educational program pursuant to this Agreement chooses not to continue the educational program based on the Board's discontinuation of the payment program, the teacher participant will not be required to repay the Board for past tuition payments.
7. The Board retains total and complete discretion in selecting the teachers who will participate in the tuition payment program and the teachers who will teach CCP courses.
8. Teachers who teach College Credit Plus (CCP) shall receive additional compensation of one hundred fifty dollars (\$150.00) per semester, per individual CCP class taught, up to a maximum of six hundred dollars (\$600.00) per semester. In order to be eligible for the payment, a teacher may not be absent from a CCP class more than six (6) times per semester, excluding professional development and personal days. The payment shall be paid in the last pay of the respective semester.
9. If the teacher participant is not able to begin teaching CCP courses at Bath immediately upon plan approval due to regulations set forth by the Higher Learning Commission, credentialing must be achieved no later than eighteen (18) months from the first day of classes of the first funded course. Deadlines and processing details will be outlined in a separate document.

This Memorandum of Agreement is a one-time arrangement and shall not constitute a past practice or precedent of any kind on which either party can rely.

**IN WITNESS WHEREOF**, the undersigned representatives have signed this Memorandum of Agreement.

**BATH EDUCATION ASSOCIATION**

**BATH LOCAL SCHOOL DISTRICT BOARD OF  
EDUCATION**

\_\_\_\_\_  
**President**

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

\_\_\_\_\_  
**Superintendent**

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

\_\_\_\_\_  
**Treasurer**

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