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**AGREEMENT
BETWEEN THE**

**BELPRE EDUCATION
ASSOCIATION**

AND

**BELPRE CITY SCHOOLS
BOARD OF EDUCATION**

AUGUST 1, 2010 – JULY 31, 2012

As of June 27, 2011 - rolled over contract as is

From June 30, 2011 to June 29, 2014

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ARTICLE 1 RECOGNITION AGREEMENT

- 1.01 The Belpre City Board of Education, hereinafter referred to as the "Board", "The Board of Education", or "Administration", recognizes the Belpre Education Association, *affiliated with OEA/NEA, hereinafter referred to as the "Association", or "BEA"*, as the sole and exclusive bargaining agent for the purposes of and as defined in Chapter 4117, for all members of the bargaining unit who shall be defined as, all certificated professional personnel both full and part-time, who are assigned and employed under a regular teaching contract, on leave, per diem, or hourly basis, as classroom teachers in the Belpre School District, performing bargaining unit work including but not limited to by way of illustration only classroom teachers K-12, adult (a), special, guidance counselors, librarians, and/or media specialists, team leaders, department heads, athletic director (b), head teachers, nurses, and visiting teachers. The tutors and administrators shall be excluded. However, substitutes will be included in the bargaining unit after completion of sixty (60) days of substituting in the same position. Upon becoming members of the bargaining unit such substitutes will be offered a long-term substitute contract which will come to an end upon the return to duty of the member replaced by the substitute or the end of the school year, whichever comes first. The Board shall not be required to nonrenew the long-term substitute contract. Benefits will be limited to the 1st step of the salary schedule, insurance, sick leave (no calamity leave) and personal leave.
- 1.02 Except as provided elsewhere in this article, the parties agree that all positions not specifically included in the bargaining unit shall be excluded from the bargaining unit. Such exclusion includes the superintendent, assistant superintendents, director of business affairs, principals, assistant principals, and other administrative personnel, as defined in #4117.01 (k) of the Ohio Revised Code and/or all non-certified, and/or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Act.
- A. Adult education positions shall be considered bargaining unit positions only if general fund revenue is utilized to fund such position(s).
- B. The athletic director's position shall be considered to be in the bargaining unit if the position is filled by an employee otherwise in the bargaining unit.

ARTICLE 2 NEGOTIATIONS PROCEDURE

- 2.01 Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures established by the aforementioned statute.
- 2.02 Either the Association or the Board may initiate negotiations by submitting a written notice to negotiate no earlier than one hundred twenty (120) days or later than sixty (60) days prior to the expiration of the contract. Within fifteen (15) days of receipt of

said letter, the parties shall hold their first negotiating session. At this initial meeting date each party shall submit in writing all issues being proposed for negotiation. All proposals shall be in written format that indicates the proposed contractual changes. No additional issues shall be submitted by either party following this initial meeting unless mutually agreed upon by the teams of each party.

- 2.03 All negotiations shall be conducted in executive session exclusively between representatives of the Board and the Association. With Mutual agreement of the other party, either may call upon professional and lay consultants to supply information. Any costs incurred in the use of such consultants shall be borne by the requesting party.
- 2.04 Negotiation meetings shall be held at a time other than the regular school day unless otherwise mutually agreed. The negotiators for either group may request a caucus for independent discussions at any time. The parties agree that during the period of negotiations and prior to reaching a tentative agreement on all issues, the proceedings of the negotiations shall not be released or discussed with the public and/or the news media unless such an issuance has the prior approval of both parties.
- 2.05 All tentative agreements reached by the parties shall be initialed by both parties. Once tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.
- 2.06 Any time limits established under this article may be modified by mutual agreement of both parties. In applying the provisions of this article, "days" shall mean calendar days unless specified otherwise.
- 2.07 Upon reaching tentative agreement on all issues, the proposed agreement will be reduced to writing and submitted to the Association for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board for approval. Upon approval by the Board, the terms of the agreement shall become the collective bargaining agreement and both parties agree to abide by the terms and conditions thereof. The Association and Board shall split any cost (50/50) of printing the contract. The Board and Association shall distribute copies of the new agreement to the members of their respective groups.
- 2.08 If the parties cannot reach an agreement on all terms being negotiated, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon declaration of impasse by either party, within fifteen (15) days, a joint request signed by the president of the Association or designee, and the local superintendent or designee, shall be submitted to a mutually agreed upon mediator. If the parties cannot mutually agree upon a mediator within ten (10) days, a joint request signed by the president of the Association or designee and the local superintendent or designee shall be submitted to the Federal Mediation and Conciliation Services to appoint a mediator to assist in the resolution of all remaining issues. The cost of employing all mediation services shall be shared equally by the Association and the Board.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, and the administrative control of the school system and its properties and facilities. The exercise of the foregoing rights by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.

ARTICLE 4 ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.01 BUILDING VISITS

The president of the Association or designee shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only after a request is made to the building principal.

4.02 NOTIFICATION OF NEW EMPLOYEES

The Board shall furnish the Association president with the names and home addresses of all new bargaining unit members, except for those bargaining unit members hired in August, at least fifteen (15) calendar days prior to the opening of school each year. The names and addresses of bargaining unit members hired in August shall be provided thereafter as soon as possible. Such information shall be for the use of the Association only.

4.03 BULLETIN BOARDS

The Association shall be provided bulletin board space in each school for posting notices and other materials relating to Association activities. The bulletin board may be identified with the name of the Association. Association representatives shall have the responsibility of maintaining the bulletin board.

4.04 ASSOCIATION BUSINESS

Representatives of the Association shall be permitted to transact Association business on school property so long as it does not interfere with the normal operation of the school. The Association shall be permitted to use a copy machine designated by the Board, with the Association supplying the paper and reimbursing the Board at a cost of 2.5 cents per copy. Such Association use will be permitted providing it does not interfere with the normal operation of the schools.

4.05 TELEPHONES

Telephones may be used in any building by elected or appointed officers to carry out necessary Association business when such use does not interfere with the assigned duties of the bargaining unit member or does not interfere with the normal use of school phones for school business. The Association shall pay for all long distance calls made by Association members conducting Association business.

4.06 BUILDING MAIL BOXES

The Association may use the mail boxes in each building for the distribution of Association bulletins, newsletters, or other Association-related materials.

4.07 OFFICIAL DOCUMENTS

The Association president will be provided with the following forms upon request: budget, training and experience grids, appropriations, and other official documents.

4.08 ASSOCIATION MEETINGS

The first and third Thursday of each month will be meeting dates for the Association. In scheduling building and district meetings, the administration will consider previously scheduled Association meetings in an effort to minimize the number of meeting dates which may represent a conflict.

4.09 BOARD POLICIES

Board Policies will be made to the Association online via Belpre City Schools Website. Upon request, the superintendent will meet with the president of B.E.A. to review policy additions and revisions.

4.10 MONTHLY EXPENSE REPORTS

The Association president shall be provided monthly reports listing expenditures for professional trips and tuition reimbursement.

4.11 OPENING DAY

The Association shall be provided a minimum of fifteen (15) minutes at the opening day general staff meeting. If no general staff meeting is held the Association shall be provided fifteen (15) minutes at the beginning of the day.

4.12 BOARD AGENDA

The Belpre Education Association President shall receive a copy of the complete Board agenda, resolutions, addenda, monthly financial reports and minutes at the same time it is made available to the Board members.

4.13 NEW TEACHER ORIENTATION

When new bargaining unit member orientation is scheduled, the Association president will be informed of the date and location and will be provided fifteen (15) minutes on the agenda for Association business.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 DEFINITIONS:

- A. A GRIEVANCE is an alleged violation, misinterpretation, or misapplication of the written agreement entered into between the Board and the Association.
- B. A GRIEVANT shall mean a person or group alleging a violation, misinterpretation, or misapplication of the provisions of the aforementioned agreement. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting two or more members of said group.
- C. The Association shall have the right to bring a grievance on behalf of the Association for an alleged violation, misinterpretation or misapplication of this written agreement.
- D. An APPROPRIATE ADMINISTRATOR shall mean the lowest level administrator having the authority to resolve the grievance.
- E. DAYS shall be defined as actual teacher work days during the school calendar year and shall be defined as Administrative work days (Monday – Friday, excluding holidays) during the summer when school is not in session.

5.02 GENERAL PROVISIONS:

- A. A grievance should be first discussed with the appropriate administrator prior to initiation of the formal grievance procedure. An appropriate administrator shall be defined as that administrator having the authority to resolve the grievance. If the grievance affects more than one (1) administrator, the Association shall have the right to begin the grievance at Level II.
- B. A grievance shall be reduced to writing at Level I on the grievance form contained in the Appendix, and shall include: (a) a reference to the specific section of the agreement that allegedly forms the basis for the grievance and a statement of the grievance; (b) the relief sought; and (c) the date of initiating the procedure. A grievance will be signed by the teacher filing the grievance or by the Association president/grievance chair if an Association grievance.
- C. The Association shall be available to assist any grievant in preparing the proper and complete information necessary to expedite the procedure.

- D. Counsel of choice may be used by any party involved in the formal grievance procedure at all levels. Counsel for bargaining unit members shall only be official representatives of the Association.
- E. The time limits shall be considered maximum, unless otherwise extended to a certain time by mutual written agreement of the parties involved.
- F. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- G. Failure of the administration to respond in the time limit stated shall mean that the grievance shall be advanced to the next level immediately upon notification in writing by the grievant that the allotted time limit has passed without a response.
- H. A grievance may be initiated at Level II when it has been determined in writing by the building principal that the subject is not within his/her realm of responsibility or control.
- I. Resolution of a grievance at any level shall apply only to the stated grievance.
- J. Nothing contained in this procedure shall be construed as limiting the individual rights of any bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- K. This grievance procedure shall limit the right of any bargaining unit member from using other professional or legal rights in resolving a complaint or problem which is subject to a grievance on the same issue.
- L. No reprisal shall be made against any party involved in the use of this grievance procedure.
- M. A grievance may be withdrawn by the aggrieved at any level without prejudice or record.
- N. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participant involved in the procedure herein described.
- O. If a grievant elects to represent himself/herself without Association representation, the Association president shall be notified of the hearing time and date and an Association representative may be present at the adjustment. The Association president will be provided with a copy of the administrative decision within three (3) days of the decision being given to the grievant.
- P. All records, documents, or communications concerning a grievance, except two (2) copies, shall be destroyed upon resolution of the stated grievance. One (1) copy

will be retained by the superintendent's office and the other copy will be retained by the Association.

- Q. Grievants shall be given forty-eight (48) hours advance notice prior to the actual hearing being conducted.

5.03 LEVEL I - ADMINISTRATION:

- A. A copy of the written grievance shall be submitted to the appropriate administrator within thirty (30) days of the grievant becoming aware of the grievance.
- B. A meeting date shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance.
- C. Within ten (10) days of the hearing, the administrator shall provide the aggrieved and Association with a written response stating his/her position and his/her suggested resolution of the grievance.

5.04 LEVEL II - SUPERINTENDENT:

- A. If the aggrieved is not satisfied with the suggested resolution or no decision has been received in Level I, he/she may, within ten (10) days after the time limit for the administrator's written response, submit his/her grievance to the superintendent and request a hearing of the grievance.
- B. The hearing shall be within ten (10) days of the request.
- C. Within ten (10) days of the hearing, the superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

5.05 LEVEL III - BOARD OF EDUCATION

- A. If the aggrieved is not satisfied with the suggested resolution received or no decision has been received in Level II, he/she may, within ten (10) days after the time limit for the superintendent's response, submit his/her grievance to the Board of Education and request a hearing to discuss the grievance in executive session.
- B. If the Board accepts the grievance for review, a hearing shall be within ten (10) days of the request. If the Board does not accept the grievance for review the grievant will be notified in writing by the superintendent or designee.
- C. If the Board accepts the grievance for review, Board will, within ten (10) days following the close of the hearing provide the aggrieved with a written response stating its decision as to the resolution of the grievance.

5.06 LEVEL IV - ARBITRATION

- A. If the aggrieved is not satisfied with the suggestion for resolution or no resolution is received within ten (10) days of the Level III hearing, or if the Board does not accept the grievance, he/she may, within ten (10) days following notice of the Board's denial of the review, request that the issue be submitted to arbitration. The Association Executive Committee must approve the advancement of any grievance to arbitration and the Association President will provide the Superintendent with written confirmation of such approval within the time provided for the advancement of the grievance to arbitration.
- B. The Association shall petition that the American Arbitration Association provide a panel of arbitrators to both parties in accordance with the American Arbitration Association voluntary rules and regulations. Selection of the arbitrator shall be according to the voluntary rules and regulations of AAA. Either party may request the American Arbitration Association to provide a second list of arbitrators.
- C. Upon selection, the arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA. The arbitrator shall hold the necessary hearing promptly and issue the written decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on the parties.
- D. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from or modify the language therein in arriving at the decision concerning any issue 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 decide any other issue(s) not so submitted to the arbitrator.
- E. The expense and compensation of the arbitrator shall be borne equally by the Board of Education and the Association.

5.07 RELEASE TIME

Grievance hearings shall be conducted at a time and location designated by the American Arbitration Association which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during nonteaching time of personnel involved. When such hearings are held during regular working hours, not more than three (3) members of the association will be given a full day release time with pay for attendance at the grievance hearing.

ARTICLE 6 EMPLOYMENT STATUS

6.01 REGULAR EMPLOYMENT CONTRACTS

All bargaining unit members employed by the board shall receive written contracts. The contracts shall include:

- A. Name of the bargaining unit member
- B. Name of the school district
- C. Type of contract
- D. Duration of contract
- E. Annual salary and basis for determining the amount. Such information shall be given only for the initial year of a multi-year contract and said information will be provided in the annual salary notification thereafter during the term of the contract.
- F. Provision for the appropriate signatures and date.

6.02 SUPPLEMENTAL EMPLOYMENT CONTRACTS

Bargaining unit members assigned additional responsibilities by Board action, for which additional compensation is granted shall be given a separate written contract in addition to the regular teaching contract. The supplemental contract shall be for one year. It shall indicate the following:

- A. Specific supplemental assignment
- B. Effective dates of assignment
- C. Salary and dates of payment
- D. Signature of both parties to the contract and the date of signing.

6.03 ISSUING AND VOIDING CONTRACTS

The issuance of renewed limited contracts, and new continuing contracts, shall be completed by June 1. Signed contracts shall be returned by the bargaining unit member no later than June 15. If a contract is not signed and returned to the Board by June 15, it may be deemed to be null and void. Salary and supplemental salary notices shall be issued each bargaining unit member not later than July 15. Supplemental contracts for the following year shall be posted by May 1st.

6.04 SEQUENCE OF CONTRACTS

Bargaining unit member contracts will be issued in the following sequence: one year, two years, three years and five years. A bargaining unit member that is eligible for a contract of increased duration under the contract sequence shall be considered for such a new contract only if the bargaining unit member was available to be evaluated according to the evaluation procedures in Article 7 for at least one of the last two years of the preceding contract. If the bargaining unit member was not so available for evaluation, then the Board shall have the option of offering a limited contract equal to

the length of the expiring contract or the Board may elect to extend the member's limited contract by one year in order to complete the evaluation procedure. On the basis of an evaluation of "needs improvement" the contract sequence may be interrupted by issuance of a contract with a duration of one (1) year. If at any time it is necessary to issue such a contract, the bargaining unit member will be notified, in writing, of the need for improvement, and shall be provided with recommendations for improvement and assistance. The need for improvement must have been reflected in the evaluations given during the duration of the limited contract. Failure of the Board to give a bargaining unit member written notice of a nonrenewal or the issuance of a one (1) year "period for improvement" contract shall result in the bargaining unit member being issued the length contract in accordance with this Article.

6.05 TEACHING EXPERIENCE

The Belpre Schools will recognize "years of teaching experience" as follows:

- A. All years of teaching experience in the Belpre Schools with each year consisting of at least one hundred twenty (120) days under a bargaining unit member's contract.
- B. Bargaining unit members newly employed in the district, with verified experience from public or chartered nonpublic schools of at least one hundred twenty (120) days under a teacher's contract, shall be placed on the salary schedule and receive service credit for a maximum of seven (7) years of actual teaching or military experience.
- C. One year of teaching experience will be recognized for each two years of one-half (1/2) day assignments of at least one hundred twenty (120) days under a teacher's contract.
- D. Bargaining unit members who began employment beginning the second semester shall receive their increments at midyear.
- E. Notwithstanding any provision of this Agreement to the contrary, teachers who are retired from teaching service and receiving retirement benefits from the State Teacher's Retirement System of Ohio or from a similar retirement system of another state ("Retired Teachers") may be employed under the following conditions: (1) the retired teacher shall not be eligible for a continuing contract, (2) initial year salary placement shall be consistent with the training level of the retired teacher, with an initial salary step of "0" years experience and "0" years seniority. Step increases and years of seniority shall accumulate consistent with the practice of non-retired members. Contracts issued to retired teachers shall not exceed one year in length. Not more than three (3) retired teachers will be employed by the Board under this section.
 - 1. Any current bargaining unit member who is contemplating retirement from Belpre City Schools shall have the opportunity to discuss his/her reemployment with the Superintendent prior to making a retirement

decision, if the bargaining unit member so requests. At that meeting, the superintendent shall inform the bargaining unit member of his/her intention to recommend the bargaining unit member for re-employment.

2. If the superintendent makes such a commitment, the Association president shall be notified of the intent to recommend the bargaining unit member for reemployment. The bargaining unit member's position shall not be considered vacant and Section 8.03 shall not apply to the position specified above.
3. If the Board does not accept the superintendent's recommendation or if the retired bargaining unit member elects not to accept reemployment, the position shall be considered a vacancy and will be posted and filled in accordance with Section 8.03.
4. If the Board does not accept the superintendent's recommendation or if the retired bargaining unit member elects not to accept reemployment, the position shall be considered a vacancy and will be posted and filled in accordance with Section 8.03.

6.06 NON-RENEWAL OF LIMITED CONTRACTS

- A. The nonrenewal of a bargaining unit member's limited contract shall be for just cause. Reasons for the nonrenewal shall be given to the bargaining unit member five (5) working days following Board action to nonrenew. The provisions of this paragraph shall apply to bargaining unit members who have completed three (3) years of employment with the Belpre Board or who had been regularly employed by the Board in a bargaining unit position prior to November 1, 1993. The Parties intend this Section to supersede and take the place of Revised Code Sections 3319.11 and 3319.111. This exclusive method for the challenge of the nonrenewal of a "just cause" limited contract is through the grievance procedure in this Agreement.
- B. All employees initially employed by the Board in bargaining unit positions on or after October 1, 1993 and who have not completed three (3) years of employment service in a bargaining unit position with the Board shall be non-renewed in accordance with 3319.11 of the Ohio Revised Code. However, the issue on appeal shall be whether the Board has complied with Article 7 - Evaluation Procedures but not Section 3319.111 of the Ohio Revised Code.

6.07 CONTINUING CONTRACTS

When a teacher becomes eligible for a continuing contract in the midst of a multi-year limited contract, the teacher will be eligible for a continuing contract the following April providing the teacher provides written notice no later than September 1 of the intention to meet the requirements for said continuing contract. All transcript evidence showing the eligibility for the continuing contract must be received by the

board no later than April 1. All options regarding the issuance of the contract will be governed by Ohio law.

ARTICLE 7 EVALUATION

7.01 PHILOSOPHY

- A. The evaluation process is a cooperative effort between teacher and administrator designed to maintain, enhance, and improve instruction and teaching performance; therefore, the evaluation process should be continuous and encourage the development and retention of quality teachers. The teacher is essential to a quality education program.
- B. The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement. The content of the evaluation is not grievable; however, a bargaining unit member may grieve a violation of the evaluation procedure.

7.02 EVALUATION PROCESS

A. Definition of personnel

1. Evaluator

- a. evaluator is the principal or assistant principal on teacher's campus. An evaluator must be working under a current administrative certificate.
- b. evaluator for teacher assigned to more than one building will be the evaluator in the building to which the teacher is predominantly assigned. If the teacher is assigned in equal time increments then the Superintendent shall designate the evaluator.

2. Continuing teachers

- a. certificated and licensed teachers with a *limited* contract who qualify for just cause.
- b. certificated and licensed teachers with a continuing contract who qualify for just cause.
- c. certificated and licensed teachers with limited contracts who do not qualify for just cause.

3. Probationary teachers

- a. pre-licensed teachers new to the profession and district

- b. certificated and licensed teachers new to the district.

B. Evaluation Documents: (see Appendices)

1. Teacher Evaluation Record
2. Pre-observation Conference Form
3. Walk-through Observation Form
4. Classroom Observation Form
5. Post Observation Form
6. Intervention Form
7. Appeals Form

C. Procedure

1. Pre-observation conference

- a. Pre-observation conference is mandatory for classroom observations and should be held not more than five (5) working days before the classroom observation. Walk through observations do not require pre-observation conferences.
- b. Pre-observation conference consists of discussion between teacher and evaluator to address issues of instruction and teacher development.

2. Walk-through Observation

- a. Evaluator must include Walk-through Observation Form for observations of twenty (20) minutes or less occurring in the teacher's classroom.
- b. Documented walk-throughs must occur at least twice a year.
- c. Walk-throughs may occur at any time during the contract day. At least one (1) walk-through must be prior to scheduled classroom observation.
- d. If the administrator has observed a problem or concern, this must be documented in writing on the walk through observation form not more than five (5) working days after the walk-through.

3. Classroom Observation

- a. Classroom observation must be at least forty (40) consecutive minutes for both probationary and continuing teachers.
- b. Two shorter observations of at least twenty (20) minute duration may be conducted if agreed upon by the teacher and the evaluator in the pre-observation conference.
- c. Probationary teachers will be evaluated three times per year.

- d. Other teachers will be evaluated two (2) times a year in the year of contract renewal. One evaluation shall be conducted and completed not later than the fifteenth day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-fifth day of January. One evaluation shall be conducted and completed between the tenth day of February and the first day of April and the teacher being evaluated shall receive a written report of the results of the evaluation not later than the tenth day of April.
 - e. All other continuing teachers will be evaluated at least once every other year. By October 1, continuing teachers must be notified if it is an evaluation year.
 - f. All teachers will be granted an additional observation by the same or a different evaluator upon request.
4. *Post-observation conference*
- a. The teacher will receive the completed Classroom Observation Form, Post Observation Form and Teacher Evaluation Form within eight (8) working days of the classroom observation.
 - b. The teacher must be allowed at least one working day to review the forms listed in sub-section "4.a" before post-observation conference.
 - c. The post-observation conference must be held within ten (10) working days of the classroom observation.
 - d. The teacher must receive the completed evaluation form twenty-four (24) hours before this post-conference.
 - e. Information in the evaluation must be based on the direct observation and documentation of an administrator.
5. During the 2010-11 school year, a committee will be formed mutually by the Superintendent and the BEA president (with at least 50% plus 1 being member of the BEA) to revise the evaluation process (including any and all forms associated with the process). The proposed changes will be piloted in the 2011-2012 school year. The BEA president will select a pilot group of bargaining unit members who currently hold continuing contracts to be evaluated under the proposed evaluation process. Any changes must be ratified by the Association and the Board. Until changes are ratified, with the exception of the pilot group, current contract will be in force. Any extension to the above timelines must be mutually agreed upon.

7.03 INTERVENTION

- A. If teacher is marked as 'needs intervention,' the evaluator must state in writing specifically what needs to be improved. The teacher and evaluator will work together to develop an intervention plan. The teacher will be informed that he/she has the right to have a BEA representative present.
- B. Copy of plan will go to the BEA President and the Superintendent prior to implementation.
- C. Plan:
 - 1. Goals: Define results needed to successfully complete the intervention.
 - 2. Meetings: Set up a mutually-agreed schedule of meetings to verify implementation of goals.
 - 3. Resources provided by evaluator: Specific recommendations for improvement. Assistance to be provided by the evaluator will be listed (materials needed, release time made available, conferences, etc.).
 - 4. Timelines will be mutually agreed upon.
 - 5. Written feedback will be provided throughout the intervention process. Frequency of written feedback will be mutually agreed upon.
- D. Documentation must be kept by all.
- E. Teacher will be in intervention phase until the next classroom observation.
- F. Further intervention continues provided there is supporting documentation to justify continued intervention.
- G. Intervention Plan Document (See Appendix).

7.04 APPEALS OF EVALUATION PROCEDURE

- A. Appeals statement
 - 1. Exact description of issues being appealed with justification and/or documentation.
 - 2. Copy to evaluator
 - 3. Appeals Document. (See Appendix)
- B. Conference to discuss the appeal statement.

- C. Written outcome could include evaluation revision, second observation, and/or a written rebuttal.

7.05 GENERAL PROVISIONS

- A. Bargaining unit member evaluation is intended to improve instruction and for making final recommendations of continued employment or termination.
- B. Bargaining unit members who have transferred to a different grade level or subject area shall not be evaluated in this area until at least the fourth week of instruction.
- C. The last post-observation conference shall be completed for all bargaining unit members not later than ten working days prior to the last day of school.
- D. If the normal school calendar is interrupted due to closure or if the evaluatee is absent and the above time limits are affected by such closure or absence, the time limit shall then be extended by an equal number of days.
- E. If it is found that the evaluation process has not been followed and the paragraph above does not apply, the bargaining unit member shall be granted no less than one (1) year limited contract.
- F. If the Board acts contrary to the evaluator's and/or superintendent's recommendation for renewal of a bargaining unit member's contract, it shall give the affected bargaining unit member notice of such action on or before April 30 and allow the bargaining unit member to come before the Board with representation at an acceptable time within ten working days after April 30. If that hearing does not cause the Board to reverse the non-renewal, it shall give the bargaining unit member written reason(s) why the Board has chosen to non-renew the bargaining unit member's contract.
- G. The parties intend the provision of the Article (evaluations) to supersede and take the place of all provisions of Revised Code Sections 3319.11 and 3319.111.
- H. This evaluation process does not apply to supplemental contracts or extended service contracts.

ARTICLE 8 VACANCIES, TRANSFERS AND ASSIGNMENTS

8.01 ASSIGNMENTS

The superintendent of schools shall be responsible for the assignment of all bargaining unit personnel. (R.C. 3319.01) The assignment of teaching schedules and the duties within individual buildings will be made by the principal of the building subject to the approval of the superintendent. Bargaining unit members shall be assigned in their major fields of preparation whenever possible or in fields, where they have a college minor, provided they are certified in the field.

8.02 DEFINITIONS

- A. A transfer shall be any change in a bargaining unit member's position as to regularly-assigned responsibilities in regard to grade level or subject within a school or between schools and further any change as to the building(s) to which the bargaining unit member may be assigned.
- B. All vacancies shall be determined by the Board and may include a position previously held by an employee which is now open or a newly created position.

8.03 PROCEDURES

- A. The superintendent shall post all vacancies within the bargaining unit throughout the school year in each building for a period of five (5) work days. Vacancies occurring in the months of June and July will be included in each payroll check issued that month, and shall be declared closed seven (7) administrative work days following the postmark of the pay check. Vacancies which occur in August shall be sent by mail to eight (8) designees of the Association president, within twenty-four (24) hours of the date of knowledge of such vacancy, and shall be declared closed seven administrative work days following the postmark of the letter.
- B. Bargaining unit members desiring consideration for transfers shall request a conference within the posting period as defined in paragraph 8.03 A above. Conferences will be granted to bargaining unit members who express such interest. It is agreed that bargaining unit members will be given first consideration for all vacancies. Consideration will include criteria such as qualifications, certification, experience, and seniority. Upon request, the superintendent will explain reasons for filling the vacancy if the bargaining unit member is not chosen for the position. Vacancies which occur after the last payroll check is issued in July and prior to the last administrative work day in July, shall be listed in the superintendent's office. Bargaining unit members who desire consideration for said position shall indicate same in writing to the Superintendent on or before the last administrative work day in July.

8.04 ASSIGNMENT SURVEY

In addition to the posting of vacancies, all bargaining unit members will be issued a survey each spring to indicate their preferences for assignment for the next school year. Bargaining unit members indicating on this survey the desire for a transfer or change in assignment will be granted a conference to review their request prior to the closing of school.

8.05 ASSIGNMENT NOTIFICATION

The Board shall make reasonable efforts to notify bargaining unit members of their building or subject assignment no later than with the last payroll check issued in June. All building or subject assignments shall be issued by August 01. If a building or

subject assignment is issued after August 01, then a bargaining unit member so affected shall be granted extended service of two (2) to five (5) days to prepare for the new assignment. However, such extended service shall not be granted where a change is made after August 01 due to an emergency. An emergency is defined as anything beyond the control of the Board or administration.

8.06 INVOLUNTARY TRANSFER

Any bargaining unit member who is involuntarily transferred shall be entitled to a meeting with the superintendent to discuss the transfer. A decision to involuntarily transfer any member of the bargaining unit by the superintendent or his/her designee shall not be arbitrary or capricious. When all criteria is equal, seniority will be used to make the involuntary transfer.

ARTICLE 9 - REDUCTION IN STAFF

9.01 DEFINITION

A "Reduction in Force" (RIF) shall be defined as a reduction in the total number of fulltime equivalent bargaining unit positions within a specific area of certification.

9.02 PURPOSE

When the Board of Education determines it is necessary to reduce the number of certified staff positions the Board may make reasonable reductions based on the following criteria: decline in enrollment, financial reasons, return to duty of regular bargaining unit members after leaves of absence, or the suspension of schools or territorial changes affecting the District. The Association shall be notified in writing of a possible reduction in staff forty (40) days prior to Board action. The Association President shall be given the opportunity to discuss the matter with the Board of Education in executive session, within such period.

9.03 REDUCTION-IN-FORCE PROCEDURES

- A. To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for bargaining unit members who retire or resign. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
- B. Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended shall be chosen as follows and in accordance with R.C. 3319.17. Bargaining unit members on continuing contracts shall be granted preference over bargaining unit members on limited contracts within each area affected by the reduction in force.

1. All bargaining unit members shall be placed on seniority lists in each teaching field for which they are certified. Bargaining unit members on continuing contracts shall be placed on one list by area(s) of certification and seniority and bargaining unit members on limited contracts shall be placed on a list by seniority and area(s) of certification. Seniority shall be defined as the length of continuing service in the Belpre City Schools. Seniority shall not be interrupted by authorized leaves of absence. (Bargaining unit members who work less than full time shall be credited with seniority on a prorated basis equal to the amount of days and hours worked per day.)
2. Reductions in any area of certification shall be made from the bottom of the seniority list for that area of certification. A bargaining unit member affected may elect to displace a less senior bargaining unit member in another area of certification.
3. If two or more bargaining unit members have the same length of continuous service, seniority shall be determined by:
 - a. The date of the Board meeting at which the bargaining unit member was hired; and then by
 - b. The date the bargaining unit member signed his/her initial limited contract in the Belpre City Schools;
 - c. The date on which the bargaining unit members submitted the first completed job application within the two (2) year period preceding the effective date of the bargaining unit member's first teaching contract with the Belpre Board of Education, if the date is available.
 - d. If any ties remain after (a), (b), and (c), they will be broken by lot.
4. Any bargaining unit member who is to be laid off will be so notified in writing at least thirty (30) calendar days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

9.04 RECALL RIGHTS

The names of bargaining unit members whose contracts are suspended in a reduction in force will be placed on a recall list for up to thirty-six (36) months from the date of reduction. Bargaining unit members on the recall list shall have the following rights:

- A. No new bargaining unit members shall be employed by the Board while there are bargaining unit members on the recall list who are certified or become certified for the vacancy.
- B. Bargaining unit members on the recall list shall be recalled in order of seniority for vacancies in areas for which they are certified or become certified.

- C. If a vacancy occurs, the Board shall send a certified announcement to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. All bargaining unit members are required to respond in writing to the superintendent's office within ten (10) calendar days of receipt. The most senior of those responding shall be given the vacant position. Any bargaining unit member who fails to respond within ten (10) calendar days, or who declines to accept two offers for recall to a full-time position shall forfeit all recall rights.
- D. A bargaining unit member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said bargaining unit member enjoyed at the time of layoff. Where group insurance policies permit, a bargaining unit member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to bargaining unit members in active employment provided the bargaining unit member pays the group rates for such benefits.
- E. Bargaining unit members who accept an offer of employment which is less than the position from which they were laid off (e.g. were full-time, are offered 2/5, 3/5 position, substitute, etc.) shall maintain their recall rights as provided for in 10.4 above.

9.05 SENIORITY LISTS

On or before December 1, the Association president shall be given the district's seniority lists for each area of certification and date of hire and by continuing or limited contract status.

9.06 NOTIFICATION

No later than thirty (30) calendar days prior to the effective date of the reduction in force, the Association president will be given a list(s) of those bargaining unit members whose contracts are to be suspended.

9.07 AFFECTED BARGAINING UNIT MEMBERS

The administration will provide letters of recommendation for bargaining unit members affected by a reduction in force and will attempt to provide other forms of assistance, where possible, upon the request of the bargaining unit member. In addition, the Board shall place all bargaining unit members affected by a reduction in force on the substitute list, if so requested by the bargaining unit member.

ARTICLE 10 WORKING CONDITIONS

10.01 LENGTH OF SCHOOL DAY

- A. The length of a normal school day for bargaining unit members shall not exceed the following limitations:
1. Grades K-12: 7 hours 35 minutes (2011-2014 school year)
 2. K-4 student contact time shall not exceed the student contact time for grades 5-12. Each of the above limitations will include a duty-free lunch period of at least thirty (30) minutes consecutive in nature.
- B. Each bargaining unit member in grades K-12 shall be granted a planning period of at least 45 consecutive minutes per school day each week. Bargaining unit members who have a planning period outside of the student instructional day will have the option of scheduling their planning period before or after school on a consistent basis. Bargaining unit members who travel between two buildings will have the option of splitting the plan period. Bargaining unit members shall use this period for class preparation or planning or to meet with parents or students, as appropriate. The Administration may, with forty-eight (48) hours advance notice, schedule conferences/meetings with the bargaining unit members during this period. The Administration shall not schedule more than two such administrative conferences/meetings during a bargaining unit member's planning period in any one month unless the meeting has been scheduled to allow a parent to meet with the bargaining unit member.
- C. The Board agrees to cap the amount of committee/staff meetings called by the administration and not required by the contract and occurring outside of the contract day to three (3) per month. Bargaining unit members shall be provided with a 48 hour advance notice of all meetings except those that are called as a result of an emergency condition. If additional meetings are necessary the Board reserves the right to conduct such meetings through release time.
1. Meetings that do not apply to this provision include those associated with North Central Association of Colleges and Schools, State Department proceedings, or those involving special need or potential special need students. Meeting limitation will not apply if a bonafide emergency situation exists, as determined by the superintendent.
 2. Attendance shall not be required at special events or meetings sponsored, organized, or administered by organizations other than the Belpre City Schools, the State Department of Education or the North Central Association of Colleges and Schools.

10.02 LENGTH OF SCHOOL YEAR

A school calendar consisting of 184 days will be adopted annually by the Board of Education. The calendar shall include 178 days for student instruction, two (2) in-service days, two (2) records/work days (1 day before school starts, ½ days at the end of each semester and ½ day at the end of the school year) and two (2) parent teacher conference days. Bargaining unit members will be consulted regarding the scheduling of Parent-Teacher Conference Days. The superintendent annually will appoint a calendar committee which will include members of the bargaining units. The committee will prepare a recommended calendar for submission to the Board at the March meeting. The recommended calendar will include ten (10) make-up days to be used if necessary. In the event that the total number of school days to be made up exceeds the scheduled make-up days, the Board and Association will meet to establish the dates of the additional days. In the event that the parties are unable to agree, the additional make-up days will be served at the end of the school year.

10.03 CLASS SIZE AND LOAD

A. The Board will follow the laws of the State of Ohio governing teacher-pupil ratio with the following exception:

1. Based on the employment of three (3) kindergarten teachers, it is agreed that part-time teacher aides (3-1/2 hours – A.M.) will be hired according to the overall number of kindergarten students as follows:

61 kindergarten students – 1 part-time aide

65 kindergarten students – 2 part time aides

69 kindergarten students – 3 part time aides

A kindergarten class that exceeds twenty (20) students will have a part-time (3-1/2 hours) aide, and a kindergarten class that exceeds twenty-four students will have a full-time (7 hours) aide.

It is further agreed that changes in class size after the last day of the third grading period will not result in changes to the number of aides employed, unless an individual class with an aide drops below twenty-one (21) students.

2. Elementary teachers in the areas of Art, General Music, and Physical Education shall not be assigned double classes if it results in more than twenty-five (25) students.

B. Any bargaining unit member who believes his/her class size or load is excessive shall be entitled, upon request, to a conference with the superintendent to discuss the situation. The Association president and superintendent, upon request, will meet not more frequently than twice each school year to review class size and load.

- C. Bargaining unit members who believe their course of study work is excessive shall be entitled, upon request, to a conference with the building principal to discuss the situation. Release time may be considered; however the granting of such time is at the sole discretion of the superintendent/designee.

10.04 SPECIAL NEEDS STUDENTS

- A. Bargaining unit members involved with the educational instruction of a special needs student (those requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student.
- B. Said members will be informed by the Local District Coordinator or other administrator at least five (5) work days prior to the student's IEP/504 plan conference and may submit written suggestions for goals to meet the educational needs of the student. These written suggestions for goals will be present for consideration at the IEP/504 Plan conference. The five (5) day notification may be waived by the affected bargaining unit member(s).
- C. In the event a bargaining unit member's suggestions for goals are not included in the IEP/504 Plan, a verbal explanation will be offered to the teacher by the building principal. All educationally involved members will have access to a copy of each student's IEP/504 Plan and revisions.
- D. Except in cases when it is not feasible for the parent to attend, IEP/504 Plan conferences shall be conducted during the bargaining unit member's workday. In order to facilitate and expedite IEP, IAT, and PST meetings, those meetings shall be coordinated and scheduled to enable the Board to employ a floating sub to provide release time for classroom teachers to attend the meetings.

10.05 PUBLIC COMPLAINTS

- A. The parties to this agreement agree that the most beneficial method to resolve public complaints is through face to face conferences at the building level. Conventional contacts between bargaining unit members, pupils, parents, principal and other persons involved will be utilized in resolving complaints.
- B. A public complaint shall be defined as a complaint received in writing on a form provided by the Board. All public complaints shall be the responsibility of the building administrator. Complaints may be investigated by the appropriate building administrator, at his/her discretion, however all complaints, whether investigated or not, will be presented to the bargaining unit member involved with a written description of the alleged problem and the administrator's proposed resolution, as appropriate, on the form provided, including the name of the person(s) making a complaint. Complaints and resolution thereof will be discussed with the involved bargaining unit member within five (5) school days of receipt of the complaint by the principal or other administrator. A bargaining unit member at his/her discretion may have another bargaining unit member present at the discussion.

- C. The building administrator and bargaining unit member will make an investigation of the alleged problem and arrange, if necessary, a conference with the bargaining unit member, principal and complainant(s) to resolve the issue.
- D. If the issue is not resolved to the satisfaction of the parties involved, the alleged problem will be referred to the superintendent for further investigation and a conference with said parties will be held within five (5) school days.
- E. In like manner, the issue, if not resolved, will be referred to the Board of Education and the complaint will be heard in executive session. The Board at its next regular meeting, or not later than thirty (30) days from the submission of the complaint, will conduct a conference with said parties.
- F. No bargaining unit member shall be issued a written reprimand nor other personnel action be taken as a result of a public complaint until the exhaustion of the complaint procedure set forth above.

10.06 REPRIMAND OF STAFF

- A. A reprimand shall be defined as a verbal or a written statement intended to be disciplinary in nature directed to a bargaining unit member that is not part of the formal classroom evaluation.
- B. A bargaining unit member may have an association representative of his/her choice in an interview with the supervisor, if the bargaining unit member reasonably believes the interview will result in a formal reprimand or other formal disciplinary action. If the bargaining unit member is unable to secure representation of his/her choice, such meeting shall not take place or shall not continue until the bargaining unit member is given sufficient time to secure representation. No less than twenty-four hours prior to this meeting the bargaining unit member will be informed as to the cause/reason for the reprimand.
- C. The Board agrees that no bargaining unit member shall be reprimanded in the presence of any other bargaining unit member (other than the bargaining unit member's representative), students or parents of students, or any non-certified employee.
- D. No disciplinary action will be taken against any teacher except for just cause.

10.07 MAINTENANCE OF PERSONNEL FILES

- A. An official file which includes, but is not limited to the following items, shall be maintained in the office of the Superintendent of schools for each bargaining unit member:
 - 1. application for employment;
 - 2. Ohio teaching certificate;

3. college transcripts and other in-service credit;
 4. written reprimands together with any written replies thereto;
 5. written observations and evaluations required by the district's evaluation procedure or attachments, if attachments are continuations of bargaining unit member's or principal's comments; and
 6. letters of commendation and certificates of award.
- B. At any time bargaining unit members have disagreement with materials filed in their personnel file, they may submit a written statement to be entered into their file to be attached to the item in question. Except for evaluations, bargaining unit members shall have the right to discuss items in the personnel file with the superintendent/designee.
- C. The official file is confidential and may be examined only by the bargaining unit member, school officials, and any person permitted access to such files under the Ohio Revised Code and Ohio Public Records Law. The aforementioned records may be utilized by the Board and/or bargaining unit member(s) in hearing(s) regarding non-renewal(s) or termination(s).
- D. No anonymous complaint critical of a bargaining unit member shall be included in the file.
- E. A bargaining unit member may request and shall receive at his/her expense a reproduction of any item in his/her file exclusive of confidential letters of recommendation or reference.
- F. Written reprimands shall be removed from the official file either (3) years from the date of placement, or upon expiration of the individual's limited contract, whichever is longer, if a second reprimand for the same or similar offense is not given. Reprimands based on conduct hostile to the welfare of pupils may, at the discretion of the Superintendent, be retained in the members' personnel file for a longer period. Any reprimand may be subject to challenge as provided in the Ohio Revised Code.
- G. At any time that anything is placed in a bargaining unit member's official personnel file, he/she will be given a copy within three (3) days of placement.
- H. Bargaining unit members will be notified of any release of documents from their files.

10.08 ACADEMIC FREEDOM

The Board agrees that current policy governing the selection of instructional materials will be maintained for the duration of this contract. This statement will not limit the study and adoption of new policies related to selecting instructional materials, but does assure the continued existence of current policy. A bargaining unit member will be afforded freedom to express ideas and opinions within the classroom, provided the exercise of this freedom is within the confines of Board adopted curriculum, and does

not involve any attempt by the bargaining unit member to impose his or her personal beliefs or opinions on the students.

10.09 LESSON PLANS

- A. All bargaining unit members shall develop weekly lesson plans which shall reflect the current basic program for that instructional class or unit. Said lesson plans shall be submitted to the building principal at the start of the day on the first day of the week in which the lesson plan is to be used. If upon review of the lesson plans, planning has been determined to need improvement, the bargaining unit member may be required to turn in lesson plans one week in advance until planning is satisfactory. All lesson plan requirements in the district shall be similar in format. Where graded courses of study or academic content standards exist, the format shall consist of numerical references to that document followed by a short description of what is to be covered and evidence of student assessment.
- B. A committee consisting of three (3) bargaining unit members and one (1) principal from each building shall review the lesson plan form whenever either group determines a need for said meeting. The committee will mutually agree to any revisions of the lesson plan forms.

10.10 TEACHING ENVIRONMENT

- A. All members of the bargaining unit shall turn in a checklist to their building principal at the end of the year indicating items that need to be purchased, replaced, repaired, or in any way need attention. This checklist is for the purpose of making the administration aware of such items in order to promote the maintenance and improvement of equipment and facilities.
- B. The building principal will inform all teachers in that building of the amount of money each has available for requisitioning supplies prior to May 1st. On or before May 15 preceding the end of each school year, bargaining unit members may submit requisitions for supplies, materials and/or equipment to the building principal coordinator. The principal will date, and review the requisitions. If the principal needs additional information or does not approve the requisition, he/she will notify the teacher prior to the last teacher work day. All approved requisitions will be submitted to the Superintendent for consideration. A copy of approved purchase orders will be provided to the building principal and teacher.

10.11 VISITATION

All visitors not employed by the Belpre City School District, except for representatives from North Central Association or the State Department of Education, who wish to observe a bargaining unit member in his/her classroom may be given permission to do so by the administration, provided the bargaining unit member was notified the prior work day, unless the bargaining unit member agrees to waive the notification period.

10.12 SUBSTITUTE TEACHERS

- A. The Board of Education agrees to make every effort to secure substitute teachers in the case of absence of regularly assigned bargaining unit members including specialists in Music, Art, Library Science and Physical Education. If a substitute cannot be obtained, a bargaining unit member may be assigned to cover individual class periods. Any bargaining unit member assigned to cover another teacher's entire class will be reimbursed at the rate of \$15.00 per period.
- B. Bargaining unit members performing such added duties shall complete a form requesting such payment. Payment for substituting will be made on the paycheck following the submission of the form.
- C. Definition: One class period equals forty (40) minutes in Grades K-8.

10.13 INDIVIDUAL RIGHTS

- A. Each bargaining unit member shall be permitted to leave his/her school during their duty-free lunch period. Each bargaining unit member may be permitted upon prior request to the building principal/designee to leave his/her school during planning periods, provided the bargaining unit member has no other assigned duties during such period and prior approval has been obtained from the building principal/designee.
- B. If a conference is likely to lead to disciplinary action the bargaining unit member is entitled to representation of his/her choice.

ARTICLE 11 COMPENSATION AND BENEFITS

11.01 SALARY

- A. The base salary will be as follows: (See Appendix - Bargaining Unit Member's Salary Schedules)

2011-2012	\$30,522 (1.0%)
2012-2013	\$30,522 (0%)
2013-2014	\$30,522 (0%)

B. All bargaining unit members employed in the Belpre City Schools will be paid the amount of their annual contract in twenty-six (26) pay periods to be issued on every other Friday. In case of holidays, pay dates will fall on the last administrative working day prior to the normal date. Every six (6) to seven (7) years, in order to avoid twenty seven (27) pay periods, the treasurer will notify the Association members no later than the first teacher workday that a payroll adjustment is necessary. This notification will identify one of the months that school year during which three pay dates are normally scheduled and will schedule two pays for that month.

C. Salary Reduction Plan

The Board of Education agrees to use a Salary Reduction Plan as a method to pick-up the bargaining unit member's percentage share of the retirement contribution to the State Teachers Retirement System on behalf of the bargaining unit members under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each bargaining unit member shall be equal to the percentage of the salary that the employee is required to pay for his/her retirement contribution. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal Tax.
2. The pick-up percentage shall apply uniformly to all bargaining unit members.
3. The pick-up shall apply to all compensation including supplemental earnings.
4. Payment for sick leave, personal leave, severance, etc., including unemployment and worker's compensation, shall be based on the bargaining unit member's gross or daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in a bargaining unit member's contract).
5. The parties agree that should the rules and regulation of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employer/bargaining unit member contributions.

11.02 PAYROLL DEDUCTIONS

- A. The Board will offer the following payroll deductions to all bargaining unit members:
1. Insurance (Board of Education Provided)
 2. Annuities/IRA (Minimum of five (5) new enrollees)
 3. Professional Dues
 4. United Fund Campaign
 5. Credit Union
 6. U.S. Savings Bonds

7. Fund for Children and Public Education (FCPE)
8. Flexible Spending Accounts

- B. The Board will provide payroll deduction for the purchase of STRS retirement credit for the following types of service: military service, restoration of canceled service credit, other teaching or other public service. Such payroll deduction shall be done on a pretax basis and taxes shall be deferred in accordance with the rules and regulations of the STRS.
- C. All payroll deductions will be mailed to the appropriate agency no later than the third working day following pay date, provided receipt of billing request has been received from the agency.

11.03 AGENCY FEE

- A. All bargaining unit members who are not members of the Association shall pay an agency fee equivalent to the dues uniformly required of such members, as certified by the Association to the treasurer before each school year by September 15 of each year. Such payment shall be subject to a rebate procedure provided by the association meeting all requirements of applicable State and Federal law.
- B. Agency fee shall be automatically deductible in equal installments beginning with the first paycheck on or after January 15 of each school year. The balance of any annual deductions shall be deducted from the final paycheck of a non-member teacher resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
- C. The board will provide the Association with a single printout showing the non-member teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.
- D. The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09 (C) and all other applicable laws of like subject matter.

11.04 SUPPLEMENTAL SALARIES

The percent increase for supplemental contracts shall be equal to the percent increase on the base salary of a beginning teacher for each year of this contract. (See Appendix for Additional Duty Salary Schedule)

11.05 INSURANCE PROGRAM

The Board shall provide for bargaining unit members the following insurance.

A. Hospitalization, Medical and Surgical

Single 90%
Family 90%
Employee and spouse employed by district 95%

B. Policy in force at execution of this agreement or an equal policy except as follows:

1. Prescription Drugs: \$10 generic/\$20 formulary brand/\$30 non-formulary brand.
2. Direct Mail (60 day supply) \$10 generic/\$20 formulary/ \$30 non-formulary
3. Office Visit Co-Pay in Network: \$25.
4. Deductible (see appendix)

C. Dental Insurance

Full Board payment on Dental Insurance (Oasis Trust Plan 17er&c or an equal policy.)

D. Term Life Insurance

Full payment by the Board; \$25,000 coverage w/AD&D

E. Vision Insurance

1. The Board shall purchase through a carrier licensed by the State of Ohio, vision care coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of this program and any increases thereof, shall be paid by the Board.

2. Specifications:

<u>Covered Expenses:</u>	<u>Benefit Period:</u>
Examinations.....	One in any 24 month period
Lenses.....	One in any 24 month period
Frames.....	One in any 24 month period
Maximum Benefit.....	According to schedule
Deductible.....	As per contract \$7.50 Exam
 \$12.50 Materials
 Total Normal Max. \$20.00

F. Insurance Committee

1. An insurance committee will meet to review insurance. The committee will issue any recommendation by the April Board meeting each year. All decisions of the committee will be made by consensus and shall be advisory only to all affected parties.

2. The Board, Administration, OAPSE and BEA may appoint members. The first meeting shall be held no later than January 30, 2004.

G. Belpre City Schools will comply with Best Practices as required by state law.

11.06 TUITION REIMBURSEMENT

- A. The Board agrees to reimburse any member of the bargaining unit for taking additional college hours which have been submitted prior to the taking of said hours. In order to be eligible for reimbursement, a bargaining unit member must have completed at least one year in the district prior to submitting a request for approval and must meet the conditions specified in 11.06 C below.
- B. Reimbursement shall be up to a maximum of twenty-four (24) quarter hours/sixteen (16) semester hours per bargaining unit member per school year. The school year shall begin with the quarter/semester designated as fall/first and end with the last quarter/semester designated as summer.
- C. Bargaining unit members will be reimbursed on a pro rata basis using the following formula:
 1. Individual reimbursement shall equal:
$$\frac{\text{Bargaining Unit Member's Tuition Cost}}{\text{Total Bargaining Unit Tuition Incurred}} \times \text{Budgetary Cap}$$
 2. Reimbursement shall not exceed actual tuition costs.
 3. Payment will be made upon successful completion and submission of an official transcript or grade slip and a copy of the tuition receipt, on or before October 15 of the successive school year. Payment will be made by October 30.
 4. Tuition reimbursement will not be made for courses which are audited, failed or not completed.
- D. This line item in the budget shall be for: 2011 – 2014 \$25,000 per year

11.07 MILEAGE REIMBURSEMENT

Bargaining unit members who have regular assignments in more than one building, or by nature of their assignments are required to travel during the regular day, shall be reimbursed at the current IRS rate per mile.

11.08 SEVERANCE PAY

The following formula will be used in determining severance pay:

- A. The Board of Education Treasurer must have received notice from the State Retirement System indicating that the bargaining unit member has retired.
- B. To facilitate budgeting, notice of intent to retire should be given one year in advance of the retirement date. An exception would be forced medical retirement.
- C. If retirement occurs after the start of the new school year, the rate of pay for calculating severance pay will be at the rate of pay received the previous school year, unless the bargaining unit member has taught a minimum of 120 days during that year and has informed the Board of his/her intent to retire at the beginning of the school year. This condition may be waived in an emergency by the Board, at its sole discretion.
- D. The formula for the calculation of severance pay shall be $\frac{1}{4}$ or .25 times the accumulated sick leave at time of retirement to determine eligible severance days. Eligible days times the daily rate of pay equals the severance pay.
- E. At the member's request the severance benefits shall be paid upon retirement as provided in this Section. The maximum number of days payable for severance pay shall be: 57 days

11.09 RETIREMENT INCENTIVE

- A. Any member who becomes eligible for retirement through STRS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% of his/her accumulated sick leave to a maximum of 114 days, provided the employee meets the eligibility requirements stipulated and retires either on May 31 or June 30. Eligibility categories are as follows.
 - 1. 30 years of eligible service credit at any age.
 - 2. 25 year of eligible service and at least 55 years of age.
 - 3. 5 years or more of eligible service credit and 60 or more years of age.
- B. Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- C. In order to implement this provision, an eligible member must resign for retirement purposes effective May 31 or June 30 in the year they first become eligible to retire based upon the criteria above.
- D. If the retirement date of May 31 is selected by the eligible member, the teacher must account for any contract days missed in June. Personal leave may be used to make up for the calamity day. The teacher may take days as payroll deduction

with prior administrative approval. The teacher may request to work additional days prior to May 31 to complete extra work or assignments as directed by the administration.

- E. A member must take advantage of this plan whenever he/she first meets any of the criteria for retirement eligibility set forth above or he/she will forfeit the right to this retirement program forever.

11.10 STRS PICKUP

The Board shall pay the employer's share of State Teachers Retirement System (STRS) contributions as required by law. In addition, the Board will "pick up" (pay directly) one and one-half percent (01.5%) of the employees' share of the retirement contribution to the STRS on behalf of each bargaining unit member, plus all retirement contributions on the "picked-up" amount. During the term of this contract, this "pick up" shall be a condition of employment and shall not be at any bargaining unit members' option. It is the intention of the parties that the "picked-up" amount be included in each bargaining unit member's total compensation for the purpose of calculating retirement benefits. The STRS "pick up" will be continued for the term of this Agreement, so long as it is allowed by the Internal Revenue Code, the STRS and the State Attorney General. Should the one and one-half percent (01.5%) "pick up" no longer be legally permitted, and this plan therefore is terminated for that reason, one and one-half percent (01.5%) shall be added to the salary schedule then in effect upon plan termination.

ARTICLE 12 LEAVE PROVISIONS

12.01 SICK LEAVE

- A. Sick leave for all bargaining unit members shall be accumulative at the rate of 1 1/4 days per month, or 15 days per year. A beginning bargaining unit member who has not accumulated prior sick leave credit shall be granted up to five (5) days of paid sick leave, providing normal sick leave qualifications are met.
- B. Sick leave will be granted for personal illness, injury, pregnancy, exposure to contagious disease which may be communicated to others and for absence due to illness or injury in the bargaining unit member's immediate family. Immediate family is defined as: mother, father, step-mother, step-father, brother, sister, mother-in-law, father-in-law, grandparents, spouse, child, step-child, grandchild, foster child living in the same household, or relative or life partner living in the same household.
- C. Sick leave will be granted for death in the aforementioned immediate family, and also for the death of a daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in place of a parent (loco parentis). In the event a bargaining unit member has no sick leave available, the member may

take leave under the provisions of 12.05 Calamity Leave Assistance Program. The bargaining unit member's compensation will be paid upon meeting the provisions of 12.05. Leave under this provision will not be affected by 12.05 (D-7).

D. Sick leave shall be cumulative to a maximum: 238 days

12.011 SICK LEAVE INCENTIVE

Certificated employees who are not absent by virtue of sick leave for an entire school year shall receive an end of the year incentive cash payment to be paid at the rate of four hundred dollars (\$400).

Payment will be included in the first pay in July.

12.02 PERSONAL LEAVE

- A. Each bargaining unit member shall be granted three (3) days of personal leave each year. *Bargaining unit members who work under a regular contract for less than a year will receive a prorated amount of personal leave as follows: members employed after December 1st will be granted two (2) personal leave days for the year, members employed after March 1st will be granted one (1) personal leave day for the year. Requests for such leaves shall be made to the immediate supervisor at least five (5) days in advance except in cases of emergencies (including weather).*
- B. No more than five (5) bargaining unit members shall be on approved personal leave at one time.
- C. The superintendent has discretionary authority to refuse personal leave requests that may place the welfare of the students in jeopardy.
- D. *The Board and association further agree that personal leave may not be used for participation or assistance in strike activities or for participating in gainful employment.*
- E. Days used before or after a holiday may be granted provided the request is submitted ten (10) days in advance.
- F. In the event that a member does not use all three (3) personal leave days in a school year the member may elect one of the following options:
 - 1. A member may elect to receive a stipend for unused personal days as follows: in the event that three (3) personal leave days are unused, the member will be paid \$225; in the event that only two (2) personal leave days are unused in the school year, the member will be paid \$150, and in the event that only (1) personal leave day is unused, the member will be paid \$75. Payment will be included in the first pay in July.

2. A member may elect to roll-over up to two (2) unused personal leave days into the following year. No member may use more than five (5) personal leave days during any school year.

12.03 PROFESSIONAL LEAVE

- A. Bargaining unit members will be permitted to attend upon application one (1) continuous professional growth activity per year unless they are teaching in two (2) or more instructional areas or are teaching in an elementary or special education position which requires teaching two or more subjects to their students, in which case two (2) will be the maximum they will be allowed. This principle also applies to extra curricular assignments. The bargaining unit member's Individual Professional Development Plan must be submitted to the Local Professional Development Committee prior to receiving approval for any professional leave activities.
- B. Bargaining unit members will be permitted to attend such professional meetings shall be reimbursed at the following rates:

Automobile.....	IRS rate (maximum \$225 per trip)
Commercial Carrier.....	Actual Cost
Registration Fee.....	Actual Cost
Hotel/Motel.....	\$100 /Day Double
.....	\$130 /Day-Single
Meals.....	\$40 /Day
Conference Banquet.....	Actual Cost
- C. Receipts for reimbursement must be submitted within 10 administrative work days from the end of the conference or workshop to be eligible for reimbursement. Bargaining unit members will be reimbursed for expenses permitted by this article within ten (10) working days of submission of receipts.
- D. Any professional growth activity that exceeds \$600 per member shall require the prior approval of the superintendent.
- E. Tickets to sporting events in conjunction with professional leave will only be reimbursed by the Board if the sporting event serves as the professional development activity.
- F. In addition to the continuous professional growth activity defined in 28.8, bargaining unit members may request to attend a workshop that does not exceed one-half (1/2) school day, an evening or a weekend whereby a substitute teacher is not necessary. The Board agrees to pay the registration cost of said workshops. Workshops attended using Professional Development Funds shall only qualify for tuition reimbursement if the bargaining unit member is required to perform and complete additional, optional work. Workshops that are offered only for college credit may be applied for and reimbursed as either Professional Development or as Tuition Reimbursement but not as both.

G. The cap shall be: 2011-2014 \$30,000.00 per year

12.04 ASSOCIATION LEAVE

The Association shall be granted up to twenty (20) days of leave per year to attend OEA meetings, NEA meetings, or public events which advocate for public education issues. The cost of the substitute to be assumed by the appropriate association. In lieu of a substitute, the bargaining unit member's class may be covered by other association members with administrative approval. A bargaining unit member elected/appointed to a full-time OEA office shall be granted an unpaid leave of absence for the duration of the office. Such leave must begin and end at the start of a semester.

12.05 CALAMITY LEAVE ASSISTANCE PROGRAM

- A. The Belpre City School District Board of Education shall establish a Calamity Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.
- B. To qualify for the Calamity Leave Assistance Program, an employee, or a member of the employee's immediate family in Section 12.01, must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave and personal leave. The Calamity Leave Assistance Program cannot be used beyond the current school year.
- C. Calamity Leave may not be used to defer application for or receipt of disability retirement benefits.
- D. Request for use of Calamity Leave Assistance Program will be considered on a case by case basis. A committee composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.
 - 1. The employee, or a member of the employee's immediate family as defined in Section 12.01, must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave. Normal pregnancy is not a catastrophic illness.
 - 2. The total use of the Calamity Leave Assistance Program shall not exceed the current school year.
 - 3. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.

4. All donations of sick leave by staff members will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form. (See form in Appendix)
5. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix) and submit one copy to the Superintendent and one copy to the Association President.
6. Activation of the program shall require a majority vote of the committee and the chair shall vote only in the event of a tie vote of the committee.
7. Only one calamity leave request may be submitted by a bargaining unit member in any five (5) year period. Under extraordinary conditions this limitation may be waived by agreement of the Board and Association.

12.06 ASSAULT LEAVE

- A. A bargaining unit member who is absent due to disability resulting from an attack upon said bargaining unit member, where the assault occurs during the performance of his/her assigned duties, shall be granted up to forty (40) working days of assault leave. During such assault leave, said bargaining unit member shall be maintained on full-pay basis less the amount of workmen's compensation received.
- B. Assault leave shall be granted when the bargaining unit member in question: 1) provides a signed written statement verifying the assault, said statement being upon Board provided forms; and 2) provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O.R.C.

12.07 SABBATICAL LEAVE

- A. A bargaining unit member who has completed five years of service in the Belpre City Schools system may, with permission of the Board be entitled to take a leave of absence with part pay, equal to the difference between the substitute's pay and the bargaining unit member's expected salary, for one or two semesters subject to the following restrictions:
 1. The application shall be submitted by June 1 of school year prior to beginning of leave.
 2. A plan of study in education is approved by the superintendent.
 3. The bargaining unit member shall provide evidence at the conclusion of the leave that the plan was followed and credit received.

4. The bargaining unit member shall agree to work for Belpre City Schools for one year following completion. Any bargaining unit member who does not return to work for Belpre City Schools for one (1) year shall reimburse the Board of Education for all compensation paid to the bargaining unit member while on sabbatical leave.
 5. Upon return from sabbatical, a bargaining unit member shall be returned to the same or similar assignment held prior to such leave. Similar assignments means elementary bargaining unit members to grades K-8 and high school bargaining unit members to grades 9-12. Supplemental contracts or extended service do not apply.
- B. No more than 2 bargaining unit members may be on leave at one time.
- C. This section is subject to all other provisions of Section 3319.31 of the O.R.C.

12.08 MATERNITY/PATERNITY LEAVE

- A. Sick leave may be used for pregnancy and the recovery period following delivery for a period of thirty (30) work days or as determined by the bargaining unit member's attending physician. If the length of time will exceed thirty (30) days, the attending physician shall submit a written statement to the Superintendent. The statement will set forth the anticipated length of recovery a bargaining unit member requires.
- B. At the expiration of sick leave, or if no sick leave days are available, the bargaining unit member may utilize provisions of the Family and Medical Leave Act, as per Section 12.11.
- C. When all other avenues have been exhausted, the Board shall, upon request of the bargaining unit member, grant a leave of absence for the remainder of the school year as per Section 12.09. Additional leave may be granted by the Board upon request of the bargaining unit member.

12.09 CHILD CARE LEAVE

- A. Leave without pay to care for a newly born or newly adopted infant for a period not to exceed one (1) school year will be granted bargaining unit members requesting maternity or paternity leave. The dates established for the beginning and end of such leave shall be filed with the principal at least ninety (90) calendar days prior to the beginning of the requested leave except that this provision may be waived at the sole discretion of the Superintendent. Nonmedical emergency predelivery leave shall not commence prior to the end of a semester except upon mutual agreement of the bargaining unit member and the Superintendent.

- B. Reinstatement from such leave shall be at the beginning of the school year, except where the superintendent and bargaining unit member agree to a different time. Requests for reinstatement should be presented in writing to the superintendent at the earliest possible date, but no later than the April 1 date prior to the desired return date. Failure of the bargaining unit member to notify the superintendent in writing of his/her intention to return to the district may result (at the sole discretion of the Board) in a delayed return date.
- C. A bargaining unit member who returns from a leave of absence will resume the contract status held prior to the leave and to the extent possible be assigned to the same or similar position held prior to such leave.
- D. Individuals on any approved leave may continue their hospitalization or other group benefits for the duration of said leave as permitted by the carrier and providing they reimburse the Board for the total premium costs prior to each monthly due date. Failure to forward premiums at stipulated times will terminate this benefit.
- E. In the event a member elects to purchase retirement credit for the period of time he/she was on leave pursuant to this provision, the teacher making such election shall pay both his/her share of the retirement contribution as well as the Board's portion of the required retirement contribution.

12.10 JURY DUTY/WITNESS

A member of the bargaining unit who is summoned for jury duty or is subpoenaed, but is not a plaintiff in a case against the Board, nor a witness in an administrative hearing against the Board, shall be granted leave with pay and such leave shall not be deducted from another leave provision, provided documentation of attendance is submitted to the Treasurer's office. Compensation provided by the court/agency shall be submitted to the Treasurer. If released from duty in a local court (Washington or Wood County) prior to noon (12:00 p.m.), the member shall return to his/her assignment in the district.

12.11 FAMILY AND MEDICAL LEAVE ACT

The Board and Association, on its own behalf and on behalf of all bargaining unit members each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. Leave provisions set forth in the FMLA which are also available under this Agreement shall not increase or expand the leaves provided in this Agreement.

ARTICLE 13 COMMITTEES AND PROFESSIONAL GROWTH

13.01 IN-SERVICE TRAINING

An In-Service Committee shall be appointed annually consisting of nine (9) staff members. Four (4) of these members shall be bargaining unit members, chosen by the Association together with four (4) administrators chosen by the superintendent, with the committee being chaired by the superintendent. The program(s), time(s), date(s) shall be set by the committee.

13.02 EDUCATIONAL DEVELOPMENT COMMITTEE

The Board and the Association agree that bargaining unit members should participate in reviewing, revising, updating, and amending current curriculum and to make recommendations to the Board of Education through the superintendent. For this purpose, the Board of Education shall create an Educational Development Committee which shall be appointed by the superintendent. The Association shall have the right to recommend one-half (1/2) of the membership of the committee.

13.03 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve individual professional plans for certificate/license renewal that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's) per OAC 3301-27-08.

B. The LPDC shall consist of eight members: five (5) bargaining unit members, each with at least three (3) years of experience, four (4) of whom must be classroom teachers, and three (3) administrators. The Association President shall appoint the teachers; the Superintendent shall appoint the administrators.

1. Terms in office shall run from July 1 to June 30. Initially, four (4) committee members shall each serve two (2) year terms and four (4) members will serve three (3) year teams. After these initial terms, members will serve two (2) year terms.

2. The Appointments shall be made by each party outlined above, notifying the other of those appointed.

3. In the event of a vacancy, the committee members shall be replaced in accordance with B.1 above.

4. The LPDC shall elect a chairperson and a secretary/recorder.

C. This committee shall meet at least monthly. Additional meetings may be scheduled as needed. Meetings shall require a quorum of four (4) members in order to act. Whenever an administrator's coursework plan is being discussed or

voted upon, the LPDC shall, at the request of the administrative member, cause a majority of the committee to consist of administrative members by reducing the number of bargaining unit members voting on the plan.

1. The committee shall meet after regular school hours. The members of the committee will be compensated at seventeen dollars fifty cents (\$17.50) per hour for all time spent in meeting or training.
2. Decisions of the LPDC will be made by a majority vote of the committee members present.
3. LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case the number required for a quorum will be reduced by one.
4. The committee minutes shall be prepared by the recorder and maintained in compliance with the laws governing the operation of committees of public bodies.
5. Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.

D. Training

1. Members of the LPDC shall be provided the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.
2. Training will be provided in accordance with Article 12, Section 12.03 (Professional Leave) of this agreement.
3. LPDC training for committee members shall constitute appropriate "equivalent activities" for the purpose of the committee members' own individual development plans, if the committee so decides.

E. Appeals

Any appeal of an LPDC decision must be made according to the following procedure:

1. If the IPDP is rejected, the educator shall be given a copy of the guidelines/criteria sheet with reasons for rejection clearly stated. Educators whose plans have been rejected may submit a revised plan within ten (10) work days of the initial rejection notification, may secure more detailed supportive materials to substantiate the legitimacy of their original plan, or may contact the LPDC chair to file an appeal. Educators are responsible for maintaining all professional development records and completing all necessary paperwork for license renewal.

2. If the educator disagrees with an LPDC, the educator must contact the chair to request a meeting with the LPDC to discuss the IPDP and gain an understanding of the committee's reasons for rejection. If after this meeting for reconsideration has taken place and the educator remains in disagreement with the LPDC, a third party shall review the LPDC's decision. The third party shall be in the form of a panel consisting of one licensed educator selected by the LPDC, one licensed educator selected by the educator making the appeal for reconsideration, and one licensed educator agreed upon by the LPDC and the educator whose plan is under review. These three individuals then function as a panel to review the LPDC's decision and either uphold or overturn the decision.
3. Guidelines and operating procedures of the LPDC shall be given to each certified educator upon his/her employment with the Board.

13.04 DISTRICT RESOURCE PERSON.

District resource persons are members who are willing to commit time and expertise to enhancing the learning process. Such activities may include, but are not limited to, attendance at priority training (core training in leadership), problem solving training, teamwork training and similar activities. Members desiring to be district resource persons will indicate that willingness as part of the annual personal (individual) professional development plan. While the designation of "District Resource Person" does not entitle the member to additional compensation, persons holding that designation will receive priority consideration for such additional rewards as may become available by way of grants, extra training sessions, extended planning or research time and/or the award of stipends. District resource persons shall be informed of the availability and amount of any remuneration prior to the commencement of any work in that capacity. The aggregate amount of remuneration for all district resource persons service shall not exceed \$6,000 annually for the duration of this agreement.

13.05 TEAM LEADER/DEPARTMENT CHAIR POSITIONS

- A. The purpose of Team Leader/Department Chair is to enhance student achievement through the coordination and facilitation of an integrated sequential curriculum. The performance responsibilities of team leaders/department chairs are described on Appendix H.
- B. The Team Leaders/Department Chair positions shall be posted and filled as a supplemental contract. Team Leaders/Department Chairs must have at least three (3) years' successful teaching experience and have served on a course of study writing team and/or a material selection committee and demonstrated a record of documented professional growth. Team Leaders/Department Chairs will be entitled to remuneration by supplementary salary stipend as provided in the Supplementary Salary Schedule. The evaluation of Team Leaders/Department Chairs' performance shall be separate from and unrelated to the evaluation of their teaching performance.

- C. Team Leaders/Department Chairs will be selected in the areas of language arts, mathematics, science and social studies at the K-3, 4-8 and 9-12 levels.

13.06 ENTRY YEAR PROGRAM

A. Program Purpose

To provide a program of positive formal support including mentoring to foster professional growth and successful assessment of performance for those bargaining unit members new to the profession or who require a license. The Entry year program and assessment examination does not replace the negotiated employment evaluation.

B. Entry Year Committee

The Entry Year Committee shall consist of a majority of practicing classroom teachers appointed by the Association. Members of the committee must receive Pathwise training in order to develop an Entry Year program.

C. Mentor – Entry Year Teacher Assignments

1. The Entry Year Committee and building principal will make the Mentor-Entry Year Teacher assignments as soon as possible after the new teacher is hired. The Mentor must be selected from a list of Pathwise trained mentors.
2. The Entry Year teacher shall be assigned a Mentor who, where possible, is certified/licensed in the same subject matter and where possible the assignment shall be made in the same building.
3. The Entry Year Committee shall determine the process by which the Mentor or Entry Year Teacher may request a change in assignment. A Mentor shall be assigned to no more than two (2) new Entry Year Teachers at any time.

D. Training and Release Time

The Board shall provide the Entry Year Committee members the opportunity to attend training in order to establish and maintain an effective Entry Year Program. All costs for this training shall be paid in accordance with the negotiated Professional Leave.

E. Observations

1. *Bargaining unit members serving as Mentors will be released from their duties to observe the new teacher they are mentoring for half-day periods, a minimum of three times during the first semester. The first half-day observation will take place in September, for the express purpose of familiarizing the Mentor with the Entry Year teacher's style of teaching. Substitutes will be provided during these released time.*

2. The Mentor shall contact the new teacher at least once each week for discussion and consultation.

F. Confidentiality

Mentors shall communicate directly with the Entry Year teacher and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and entry year teacher shall be confidential information. No Mentor teacher shall participate in any formal or informal contractual evaluation of an Entry Year Teacher.

G. Verification of Compliance

1. Teachers serving as Mentors will be expected to maintain a log indicating the dates and times, of meetings and general content discussed with the teacher being mentored. The Mentor and the Entry Year Teacher will both sign the log.
2. The Entry Year Committee will meet with each Mentor and entry year teacher to review the progress of the Entry Year Program and offer additional assistance.

H. Compensation

Teachers serving as Mentors will be paid a stipend of \$750.00 for each Entry Year Teacher to whom they are assigned. This stipend shall be paid upon successful completion of all the requirements listed above. All required paperwork must be completed and submitted to the Entry Year Committee prior to June 15.

13.07 MENTORING PROGRAM

A. Program Purpose:

To provide support to experienced teachers new to the district who do not meet the definition of an Entry Year Teacher.

B. Observations:

Teachers serving as Mentors will be released from their duties to observe the new teacher they are mentoring at least one-half day each semester. The new teachers will be released from his/her assigned duties to observe his/her Mentor one-half day, and to observe one other teacher one-half day during the school year. *Substitutes will be provided during these release times.*

C. Mentor-Entry Year Teacher Consultations

The Mentor should contact the new teacher at least once each week for discussion and consultation. A scheduled consultation should be held prior to, and after each observation specified above. During the pre-conference the Mentor should discuss "things to look for" with the Entry Year Teacher. The post-conference for review should be held as soon after the observation as possible.

D. Large Group Meetings

At least twice per school year, a meeting will be held for all Mentors and new teachers. Professional development days and the mid-year record's day will be considered for this meeting. The administration has the option of selecting other dates.

E. Verification of Meetings

Teachers serving as Mentors will be expected to maintain a log indicating the dates and times of meetings with the teacher being mentored. This will be the only written information provided to the Administration and both the teacher Mentor and the Entry Year Teacher will sign such log.

F. Compensation

Teachers serving as Mentors will be paid a stipend of \$300 upon successful completion of all the requirements listed above.

13.08 SPECIAL PROJECTS

The superintendent may determine, in his or her sole discretion that it is necessary to offer a special project stipend for work over and above that normally and traditionally required of a bargaining unit member and not otherwise covered under this agreement. Special project assignments are voluntary. If special project assignments are offered and accepted, the member will be paid a stipend as determined by the superintendent and approved by the Board. The bargaining unit member will be informed of the availability and amount of the stipend prior to the start of the special project.

13.09 MASTER TEACHER

- A. A Master Teacher Committee shall be established for the purpose of designating teachers in the building/district as Master Teachers.
- B. The Master Teacher Committee shall be comprised of a majority of practicing teachers. The association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.
- C. The Master Teacher Committee members shall jointly establish a plan of operation for the appropriate designation of a Master Teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local association members, and the appeal

procedure.

- D. The term of office for members of the Master Teacher Committee shall be three (3) years, and they shall be staggered.
- E. The Master Teacher Committee shall have no involvement or relation to an employee's performance evaluation or any employment decision.
- F. Meetings of the Committee will occur outside of the school day. A stipend of twenty dollars (\$20) per hour will be paid to bargaining unit members serving on the Committee.
- G. The Master Teacher Committee shall be provided with adequate and secure space for storage of records, files and any other necessary materials.
- H. Upon attaining the designation of Master Teacher, bargaining unit members will receive a one time stipend of \$500.00.

13.10 RESIDENT EDUCATOR

During the 2010-2011 school year, the parties agree to bargain the terms of the resident educator program in accordance with O.R.C. 3319.223.

Issues for bargaining will include, but are not limited to:

- Selection of mentors
- Training of mentors
- Time for mentoring
- Formative and summative assessment practices and tools
- Access to and time for professional development
- Any other requirements made necessary by H.B.1

ARTICLE 14 CONDITIONS AND DURATION

14.01 DISTRIBUTION

One hundred and seventy-five (175) copies of this contract shall be reproduced, with eighty (80) of the copies given to the Association, with the cost to be shared equally by both parties. The Board shall arrange for the printing of the contract. The Board shall distribute copies to the Board members and school administrators, and the Association shall distribute one copy to each bargaining unit member

14.02 PROVISIONS CONTRARY TO LAW

- A. In the event there is conflict between a provision of this contract and ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10 (A) or federal law

or valid rule or regulation adopted by a federal agency shall prevail as to that provision.

- B. All other provisions of this contract which are not in conflict with ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this contract, there is a change in ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

14.03 RIGHTS AND OPPORTUNITIES

- A. The parties to this agreement acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matters subject to negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- B. During the duration of this agreement, the Board shall maintain all terms, conditions, and benefits of employment as set forth in this agreement, at not less than the level in effect as of the effective date of this agreement.

14.04 DURATION OF AGREEMENT

- A. The written provisions of this agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining. Any matters not covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of the agreement.
- B. This agreement shall become effective June 30, 2011 and shall remain in full force and effect until midnight, June 29, 2014.

FOR THE ASSOCIATION:

FOR THE BOARD:

Association President

Board President

Bargaining Team Member

Superintendent

Bargaining Team Member

Treasurer

Bargaining Team Member

Board Member

Bargaining Team Member

Date: _____

Date: _____

**BELPRE CITY SCHOOL DISTRICT
TEACHERS SALARY
SCHEDULE
2011-2014**

DEGREE	BA;BS		5YRS NO MASTERS		MASTERS		MASTER PLUS 15	
	INDEX	Salary	INDEX	Salary	INDEX	Salary	INDEX	Salary
STEPS								
0	1.0000	30,522	1.0400	31,743	1.0950	33,422	1.1500	35,100
1	1.0400	31,743	1.0850	33,116	1.1450	34,948	1.2000	36,626
2	1.0800	32,964	1.1300	34,490	1.1950	36,474	1.2500	38,153
3	1.1225	34,261	1.1775	35,940	1.2450	38,000	1.3000	39,679
4	1.1650	35,558	1.2250	37,389	1.2950	39,526	1.3500	41,205
5	1.2075	36,855	1.2725	38,839	1.3450	41,052	1.4000	42,731
6	1.2550	38,305	1.3250	40,442	1.4050	42,883	1.4600	44,562
7	1.3025	39,755	1.3775	42,044	1.4650	44,715	1.5200	46,393
8	1.3500	41,205	1.4300	43,646	1.5250	46,546	1.5800	48,225
9	1.3975	42,654	1.4825	45,249	1.5850	48,377	1.6400	50,056
10	1.4450	44,104	1.5350	46,851	1.6450	50,209	1.7000	51,887
11	1.4925	45,554	1.5875	48,454	1.7050	52,040	1.7600	53,719
12	1.5400	47,004	1.6400	50,056	1.7650	53,871	1.8200	55,550
13	1.5875	48,454	1.6925	51,658	1.8250	55,703	1.8800	57,381
14					1.8850	57,534	1.9400	59,213

Five Years - Defined as 150 semester hours.

Master's Degree - Defined as a Master's Degree from an accredited college or University.

Master's + 15 - Defined as 15 semester hours earned after the date a Master's Degree is conferred.

Movement between columns must be supported by official transcripts from a college or university. Pay will be retroactive to the date the bargaining unit member notifies the Treasurer's Office through transcripts, grade reports or other official documentation from the college or university.

All bargaining unit members will receive annual notification from the Superintendent's office regarding the number of hours on file, and be given the opportunity to update their records.

Both the administration and association will explain these rules and procedures with teachers new to the district at the New Teacher Orientation.

SUPPLEMENTAL SALARY SCHEDULE
2011-2014

SPORT/ACTIVITY	POSITION	No.	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ATHLETIC	DIRECTOR	1	4180	4733	5290	5843	6396	7131
FOOTBALL	VARSITY	1	3463	4017	4571	5126	5679	6233
FOOTBALL	HEAD ASSIST.	1	2253	2609	2971	3331	3687	
FOOTBALL	ASSISTANTS	4	1908	2208	2513	2820	3126	
FOOTBALL	GRADE 8	1	1558	1810	2057	2310		
FOOTBALL	GRADE 7	1	1558	1810	2057	2310		
FOOTBALL	7-8 ASSISTS.	2	1301	1508	1714			
BASKETBALL	VARSITY	2	3463	4017	4571	5126	5679	6233
BASKETBALL	RESERVE	2	2076	2407	2739	3072	3410	
BASKETBALL	FRESHMEN	2	1644	1910	2174	2432		
BASKETBALL	GRADE 8	2	1558	1810	2057	2310		
BASKETBALL	GRADE 7	2	1558	1810	2057	2310		
WRESTLING	VARSITY	1	2422	2812	3198	3588	3975	4364
WRESTLING	ASSISTANT	1	1734	2006	2285	2562		
WRESTLING	ASSIST 7/8	1	1486	1706	1942	2177		
BASEBALL/SOFT	VARSITY B/G	2	1908	2208	2513	2820	3126	3432
BASEBALL/SOFT	ASSIST.	2	1644	1910	2174	2432		
BASEBALL/SOFT	RESERVE	2	1209	1409	1601	1795		
TRACK	VARSITY B/G	2	1908	2208	2513	2820	3126	3432
TRACK	ASSISTANTS	3	1734	2006	2285	2562		
TRACK	7TH - 8TH	2	1301	1508	1714			
SOCCER	9TH - 12TH	1	2076	2407	2739	3072	3410	
SOCCER	7-8 Assist.	1	1558	1810	2057	2310		
GOLF	VARSITY	1	1734	2006	2285	2562	2717	2882
GOLF	JR HIGH	1	613	756	899			
VOLLEYBALL	VARSITY	1	1908	2208	2513	2820	3126	3432
VOLLEYBALL	RESERVE	1	1644	1910	2174	2432		
VOLLEYBALL	GRADE 7/8	1	1486	1706	1942	2177		
CROSSCOUNTRY	VARSITY	1	1908	2208	2513	2820	3126	3432
CROSSCOUNTRY	JR HIGH	1	646	757	900			
CHEERLEADERS	VARSITY	1	2368	2749	3127	3509		
CHEERLEADERS	JUNIOR VARSITY	1	1608	1868	2127	2377		
CHEERLEADERS	GRADE 7/8	2	857	992	1132	1264		
WEIGHTROOM	COORDINATOR	1	904					
WEIGHTROOM	ASSISTANTS	3	302					
CLASS ADVISORS	SENIOR	1	1040					
CLASS ADVISORS	JUNIOR	1	1040					
CLASS ADVISORS	SOPHOMORE	1	899					
CLASS ADVISORS	FRESHMAN	1	763					
ACADEMIC CLUB ADVISORS		10	316					
YEARBOOK ADVISOR HS		1	1902	2169	2450			
SCHOOL NEWSPAPER		1	763	899	1040			
DRAMA CLUB ADVISOR		1	1260					
STUDENT COUNCIL HS		1	968	1108	1246			
HONOR SOCIETY		1	424	485	552			
QUIZ TEAM		1	485	552	625			
STUDENT COUNCIL MS		1	485	552	625			
YEARBOOK ADVISOR 7-8		1	205					
YEARBOOK ADVISOR ELEM K-6		1	633					
PERCUSSION		1	1558	1810	2057	2310		
FLAGS		1	1558	1810	2057	2310		
DEPARTMENT LEADERS		12	1675	1884	2091			
BAND INSTRUCTOR		1	4722	5478	6233			
CHOIR INSTRUCTOR		1	1749	2028	2310			

Major Medical Insurance

Plan type is PPO.

Deductible (Single/Family)		Coinsurance % (Single/Family)		Out-of-Pocket (Single/Family)		Other Benefits			
Network	Non-Network	Network	Non-Network	Network	Non-Network	Office Visit	Urgent Care	ER Co-pay	RX/MOD
\$100/\$200	\$200/\$400	90%	70%	\$750/\$1,500	\$2,000/\$4,000	\$25	\$25	\$50	\$10/\$20/\$30

Lifetime Maximum is \$3,000,000.
Deductibles do not cross apply.

BELPRE CITY SCHOOLS

Belpre, Ohio

ASSOCIATION LEAVE

_____	_____
Name	Date of Application
_____	_____
Date Requested	School and Teaching Area
_____	_____
	Signature of Applicant
_____	_____
	Date
_____	_____
	Signature of Principal
_____	_____
	Date
_____	_____
	Signature of Superintendent
_____	_____
	Date

**BELPRE CITY SCHOOL DISTRICT
PERSONAL LEAVE REQUEST**

NAME

SOCIAL SECURITY NUMBER

DATE OF APPLICATION

DATE (S) REQUESTED

BUILDING AND TEACHING AREA

BUILDING AND CLASSIFICATION

AFFIDAVIT:

I hereby certify that the above request is in accordance with Section 12.02 (Personal Leave) of the current contract language.

SIGNATURE OF APPLICANT _____

(FOR OFFICE USE ONLY)

NUMBER OF DAYS APPROVED _____ DISAPPROVED _____

REASON FOR DISAPPROVAL _____

DATE

SIGNATURE OF SUPERVISOR

APPROVED ____ REJECTED ____

SIGNATURE OF SUPERINTENDENT

DATE

COPY TO: Applicant Building Principal Treas. Office Supt. Office

BELPRE CITY SCHOOLS
GRIEVANCE REPORT FORM

(Complete in Quadruplicate)

Name of Grievant _____ Assignment _____

Building _____ Date _____

Step I

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

2. Relief Sought

Signature Date

C. Disposition of Supervisor

Signature Date

Step II

A. Position of Grievant and/or ASSOCIATION

Signature Date

B. Date received by Superintendent _____

C. Disposition by Superintendent

Signature Date

Step III

A. Position of Grievant and/or ASSOCIATION

Signature Date

B. Date received by Board _____

C. Disposition by Board

Signature Date

**BELPRE CITY SCHOOLS
TEACHER EVALUATION FORM**

SCHOOL _____ YEAR _____

TEACHER'S NAME _____

GRADE LEVEL _____ SUBJECT _____

CURRENT CONTRACT STATUS _____

EVALUATOR'S NAME AND POSITION _____

PRE OBSERVATION TIME _____ DATE _____

OBSERVATION TIME _____ DATE _____

OBSERVATION TIME _____ DATE _____

POST OBSERVATION TIME _____ DATE _____

NEEDS INTERVENTION _____

SATISFACTORY _____

RENEWAL _____ (contract renewal year only)

NON-RENEWAL _____ (contract renewal year only)

EVALUATOR _____ DATE _____

TEACHER _____ DATE _____

**BELPRE CITY SCHOOLS
PRE-OBSERVATION CONFERENCE FORM**

Teacher's Name _____

Date _____

Evaluator's Name _____

- I. What are the topic and objectives to be presented in the observed lesson?

- II. How will the teacher determine if the objective was achieved?

- III. What methods and/or materials will the teacher use?

- IV. Are there any special conditions, circumstances, or needs that the administrator should be aware of prior to the observation?

- V. Has the teacher's Individual Professional Development Plan form been completed and discussed?

- VI. Classroom observation times will be _____ minutes in duration.
Teacher initials _____ Evaluator initials _____

- VII. Other comments:

BELPRE CITY SCHOOLS CLASSROOM OBSERVATION FORM

Teacher's Name _____

Date _____

Evaluator's Name _____

I. SKILLS IN TEACHING PROCEDURES	COMMENTS
A. Objective is evident.	
B. Method of instruction is appropriate to meet objective.	
C. Progression of activities supports method and objective.	
D. Teacher actively encourages student participation.	
E. Assignments are clearly defined for all students.	
F. Methods of evaluation are appropriate to meet the objective.	
G. Lesson summary or closure is evident.	
H. Consideration is given to individual differences and needs.	

CLASSROOM MANAGEMENT	COMMENTS
A. Organizational skills are evident.	
B. Discipline maintained appropriately for activity.	
C. Classroom environment promotes learning.	

**BELPRE CITY SCHOOLS
POST-OBSERVATION CONFERENCE FORM**

Teacher's Name _____

Date _____

Evaluator's Name _____

I. TEACHING QUALITIES	COMMENTS
A. Organization and planning of instruction is evident.	
B. Teacher demonstrates knowledge of subject matter.	
C. Teacher establishes professional rapport with students.	
D. Teacher communicates with parents as needed.	
E. Teacher utilizes outside resources.	

II. PERSONAL AND PROFESSIONAL QUALITIES	COMMENTS
A. Teacher performs duties in accordance with policies and procedures.	
B. Teacher participates in professional growth and /or organizations.	
C. Teacher displays professional attitude.	
D. Teacher exercises discretion in discussion of problems and personalities concerning the school environment.	
E. Teacher maintains professional relationship with other staff members.	
F. Teacher demonstrates appropriate professional enthusiasm.	

Based on the observation the teacher is _____ satisfactory _____ needs intervention.

**BELPRE CITY SCHOOLS
INTERVENTION PLAN**

Teacher's Name _____

Date _____

Evaluator's Name _____

Goals: _____

Meetings: _____

Resources: _____

Documentation: _____

**BELPRE CITY SCHOOLS
APPEALS OF EVALUATION PROCEDURE**

Teacher's Name _____

Date _____

Evaluator's Name _____

Appeals Statement: _____

Conferences: _____

Documentation: _____

Written Outcome: _____

TEAM LEADER / DEPARTMENT CHAIR RESPONSIBILITIES

- Organize and participate in at a minimum, quarterly (four times per year) team/department meetings.
- Create and distribute meeting agendas and minutes using district developed formats.
- Submit to the building principal, agendas prior to all team/department meetings, and minutes from the meetings.
- Attend meetings with other team leaders/department chairs and building principals as required to achieve cross-curricular teaching/planning and coordination of programs, and implementation of the district and building improvement plan.
- Work with principal and department/building teachers to create total school, department and individual staff development.
- Work with department/building teachers to improve teaching/learning through the use of data driven decisions.
- Coordinate textbook and supplementary materials selection and inventories.
- Work with the principal and department/grade level teachers to accomplish the instruction of state standards.
- Participate in hiring interviews for department/building team personnel.
- Meet with student/parent focus groups on a semester basis to review departmental/building team vision/development
- Actively assist NCA chairperson in department activities required for certification
- Perform yearly curriculum review and recommend course offerings to the principal.
- Facilitate district and building improvement utilizing the “Facilitating District-wide Improvement in Instructional Practice and Student Performance using Teacher Based Teams” Guide.
- Monitor student performance data as an instructional strategy.
- Create a team/department culture that supports the effective use of data to improve student performance by organizing and presenting student assessment data in ways that identify gaps and trends in student performance.
- Model collaboration and an inquiry-based attitude.
- Oversee the implementation of the team/department’s formative assessment program.

Revised: August 2010

REQUEST FOR CALAMITY LEAVE ASSISTANCE

Employee's Name _____

I am requesting _____ number of days from the Calamity Leave Assistance Program.

The reason I am requesting Calamity Leave is:

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to this Calamity Leave Assistance Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated.
3. I have read the guidelines for use of Calamity Leave Assistance Program in the Master Agreement.
4. I understand that I am only eligible to use the Calamity Leave Assistance Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date _____

Name of Person Making Request
(Name may be withheld on donation request form upon request of person making request for Calamity Leave Assistance).

I DO _____ DO NOT _____ request that my name be withheld.

Date

Approved by Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

Under the provisions of the negotiated contract, the Belpre City School District Board of Education and the Belpre Education Association have agreed to establish a Calamity Leave Assistance Program.

The purpose of this program is to allow individual employees to donate up to a maximum of five (5) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury and been approved by the Calamity Leave Assistance Committee.

GUIDELINES FOR DONATION OF SICK LEAVE

1. Anyone making a donation must have accumulated at least fifty (50) days of sick leave.
2. Sick leave will be deducted from the total accumulation of the donor.
3. Donors may donate any number of days up to a total of five (5) days to this Calamity Leave Assistance Program.
4. Names of donors to the Calamity Leave Assistance Program will be kept confidential.
5. Unused Calamity Leave will be restored to donors on a pro-rated basis rounded off to the next lowest whole number at the termination of donee's usage.
6. Calamity Leave Assistance Programs will be established only to meet a specific request.

I have read the above information and agree to donate _____ days for Calamity Leave Assistance to _____.

Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days of accumulated sick leave.

Date

Name of Employee Making Donation

Signature

This form should be returned to the Treasurer, Belpre City Schools.

K #27736

10-MED-03-0328

2483-01

MEMORANDUM OF UNDERSTANDING / NOVATION

This Memorandum of Understanding is made this 27th day of June, 2011 by and between the Belpre City Schools Board of Education (Board) and the Belpre Education Association (Association).

WHEREAS, the Belpre City Schools Board of Education and the Belpre Education Association entered into a collective bargaining agreement in 2010 ("2010 Contract"), with a stated duration of August 1, 2010 through July 31, 2012; and

WHEREAS, the parties determined that it is in their mutual interest to modify the term of the 2010 Contract and have reached agreement on a new three-year Contract;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Belpre Education Association shall recommend to its membership that it (a) modify the term of the 2010 Contract to be August 1, 2010, through June 29, 2011, and (b) approve a new collective bargaining agreement, which has a term of June 30, 2011, through June 29, 2014 ("2011 Contract").
2. If the Belpre Education Association membership approves the recommendation to modify the term of the 2010 Contract and ratifies the attached 2011 Contract, the Superintendent shall recommend to the Board that it agree to modify the term of the 2010 Contract and approve the 2011 Contract as tentatively agreed to on June 23, 2011.
3. If both parties agree to modify the 2010 Contract and ratify/approve the new 2011 Contract, the parties' representatives shall execute the new 2011 Contract, as tentatively agreed to on June 23, 2011, with an effective date of June 30, 2011, and a three-year term of June 30, 2011, through June 29, 2014. If either or both parties reject the proposal to modify the term of the 2010 Contract and/or to ratify/approve the 2011 Contract, this Memorandum of Understanding / Novation shall be void.
4. The parties expressly state that the proposed modification to the 2010 Contract is a novation of their prior obligation to fulfill the original term of the 2010 Contract, which shall be replaced with the new obligation to execute a new contract for a three-year term, commencing June 30, 2011, and expiring on June 29, 2014.
5. The parties' representatives affirm that they have full authority to execute this MEMORANDUM OF UNDERSTANDING / NOVATION.

Belpre Education Association

Belpre City Schools Board of Education

William Van Pelt
William Van Pelt, President

Tony Dunn
Tony Dunn, Superintendent

06/27/11
Date

6/27/11
Date

14.04 DURATION OF AGREEMENT

- A. The written provisions of this agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining. Any matters not covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of the agreement.
- B. This agreement shall become effective August 1, 2010 and shall remain in full force and effect until midnight, July 31, 2012.

FOR THE ASSOCIATION:

William C. Van Pelt II
Association President

Juan L. Hargett
Bargaining Team Member

Angela K. Henniger
Bargaining Team Member

Kathryn M. Scimia
Bargaining Team Member

Suzanne Halterman
Bargaining Team Member

Alexis Seebaugh
Bargaining Team Member

Mark W. Fulmer
Bargaining Team Member

Judith A. Huddleston
Bargaining Team Member

FOR THE BOARD:

Bobbi Smunov
Board President

Harry L. Blum
Superintendent

Eric L. Hooper
Treasurer

Bob W. Wenzel
Board Member

Michael K. White
Board Member

Tom M. Mearns
Board Member

L. B. Wiggins
Board Member

Date: 1-12-11

Date: 1-12-11



Belpre City School District

2014 Rockland Avenue
Belpre, OH 45714
(740) 423-9511 FAX (740) 423-3050

Belpre High School
(Grades 7-12) 423-3000 FAX 423-3003

Belpre Elementary School
(Grades K-6) 423-3010 FAX 423-3012

Date Faxed 11-7-2011

FAX TO:

NAME: Sheela Farthing

FIRM/ORGANIZATION: _____

ADDRESS: _____

OFFICE PHONE NUMBER: _____

FAX PHONE NO. 614-466-3074

FAX FROM:

NAME: Eva Yeager

COMMENTS: Signature pages to follow

TOTAL NUMBER OF PAGES, INCLUDING THIS COVER LETTER: 3