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MASTER CONTRACT

Between the

BETTSVILLE EDUCATION ASSOCIATION

And the

BETTSVILLE LOCAL BOARD OF EDUCATION

Effective July 1, 2013 through June 30, 2014

STATE BOARD OF
RELATIONS
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PART I - A DOCUMENT GOVERNING PROFESSIONAL NEGOTIATIONS

PREAMBLE

The Board of Education of the Bettsville Local School District together with the Bettsville Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge cooperation between the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as public trust and as a professional calling.

The Board of Education, the Superintendent and the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program.

It is the purpose of this Document to establish the relationship between the Board of Education and the Bettsville Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern.

ARTICLE I. RECOGNITION

A. Recognition of Association

The Bettsville Local Board of Education, hereinafter referred to as the Board, recognizes the Bettsville Education Association, **Local #6527 of the Ohio Federation of Teachers, American Federation of Teachers, AFL-CIO**, hereinafter referred to as the Association, as the exclusive and sole negotiations representative of all the certificated personnel, whether on leave, on a per diem basis, employed, or to be employed, excluding the Superintendent, and other administrators designated by the Board of Education as representatives of the Board. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Hereinafter the employees in the defined unit will be referred to as teachers or employees.

B. Recognition of Board

The Association recognizes the Board as officers of the locally elected body charged with the establishment and enforcement of rules, regulations and procedures for public education in the Bettsville Local School District and as the employer of all certificated personnel of the school system.

C. Management Rights

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Ohio, and of the United States.

ARTICLE II. NEGOTIATING PROCEDURES

A. Directing Requests

Requests from the Association for negotiation meetings between the Board and the Association shall be made in writing directly to the Superintendent and the Board of Education. Requests from the Board will be made in writing to the president of the Association. In any given school year such request shall not be made sooner than the first day of February on the final year of contract.

B. Negotiation Meetings

Whenever a request for a negotiations meeting is made, both parties agree that within five (5) working days of the request the date, time, and place of the meeting will be set, provided such date does not exceed fifteen (15) working days from the date of the request, unless both parties agree to an extension of time. Further meetings shall be held at a mutually agreed time and place. Negotiations meetings shall not be held during school hours except with the mutual agreement of the parties. Negotiation meetings shall be in executive session.

C. Representation

Designated representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and the approval of the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations leading to a final agreement for presentation and recommendation for approval to their respective bodies.

D. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. All expenses incurred will be borne by the party which requests outside assistance.

E. Study Committees

By mutual agreement the parties may appoint joint ad hoc study committees to research, study and develop projects and reports, and to make recommendations on matters under consideration. The committees shall report all findings to both

parties. The reasonable cost for such committees shall be borne equally by the Board and the Association.

F. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other reasonable and relevant information.

The Association agrees to furnish all available information on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

G. While Negotiations Are In Progress

1. Caucuses

Either party may caucus at any time, not to exceed thirty (30) minutes per caucus.

2. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Item Agreement

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

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on a tentative agreed time and place for the next subsequent meeting.

ARTICLE III. AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following approval by the Association and the Board, the Agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

ARTICLE IV. RE-NEGOTIATION / AMENDMENTS

If agreed to by the Board of Education and the Association, a negotiated agreement or any part thereof may be re-negotiated prior to the termination of the minimum effective time of the agreement or such part.

If changes in this Agreement are desired, written notification shall be given by the party proposing the changes. Negotiation shall occur in accordance with the procedures in this Agreement. All amendments hereafter made shall be attached in the form of Articles.

ARTICLE V. PROVISIONS CONTRARY TO LAW

Except as specifically prohibited in Ohio Revised Code 4117.10 (A) the Master Contract between the Association and the Board governs the wages, hours, and terms and conditions of employment covered by this Agreement. Should the provisions of Ohio Revised Code 4117.10 (A) as they relate to the supremacy of the negotiated contract be altered, either by action of the State Legislature or by a decision rendered by the Ohio Supreme Court, the parties agree that they shall meet within fifteen (15) days to renegotiate any provisions of the Master Contract which are deemed to be in conflict with state law.

ARTICLE VI. DEFINITIONS

- A. "Professional negotiations" means conferring, discussing, and negotiating in good faith by a Board of Education or its designated administrator representatives, and a recognized teacher organization through its designated representatives in an effort to reach agreement with respect to salaries, fringe benefits, and procedural matters.
- B. "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a share process.
- C. The term "days" shall mean all weekdays, except Saturday, Sunday, legal holidays, or school calendar days when not in session during the school year.

PART II - GRIEVANCE PROCEDURE

A. Definitions

Grievance - a claim by a teacher, group of teachers or the Association that there has been a misinterpretation, misapplication, or violation of a negotiated agreement that was not addressed through discussion.

Days - in this Grievance Procedure, the term "days" shall mean all weekdays, except Saturday, Sunday, legal holidays, or school calendar days not in session during the school year.

Grievant - shall mean the Association or the teacher(s) initiating the grievance.

B. Procedural Steps

A grievance may be processed as follows:

Step 1: Within ten (10) working days following an incident giving rise to a grievance, the teacher shall first discuss the matter, either personally or accompanied by a representative, with his/her principal or immediate supervisor, who shall endeavor to affect a solution through free and informal communications.

Step 2: If the grievance is not mutually resolved within ten (10) working days after the discussion at Step 1, the grievant may, within ten (10) working days following the initiation of the informal step, present to the immediate supervisor a written claim on the form found in this contract. Within ten (10) working days after receipt of such claim, the immediate supervisor shall indicate the disposition of the grievance by completing the appropriate portion of the grievance form and returning one (1) copy to the Superintendent, one (1) copy to the grievant, and one (1) copy to the Association president.

Step 3: If the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant may within ten (10) working days after receipt of the disposition above submit a written appeal to the Superintendent. The grievant shall have the right to request a hearing before the Superintendent. Such hearing shall be conducted within ten (10) working days after receipt of such request. The grievant shall have the option of inviting a representative to be with him/her at the time the grievance is discussed with the Superintendent. If desired by the grievant, the Association representative may speak on behalf of the grievant. The Superintendent shall take action on the appeal of the grievance within ten (10) working days after the receipt of the appeal or, if a hearing is requested, within ten (10) working days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the immediate supervisor, and the Association president.

Step 4: If the grievant is not satisfied with the disposition of the grievance through Step 3, he/she may, within ten (10) working days following the receipt of such disposition, submit a written appeal to the Board. The grievant shall have the right to request a hearing and shall have the right to invite a representative(s) to be with him/her. If desired by the grievant, these representative(s) may speak on behalf of the grievant. Upon receipt of such request, the Board will set a date for the hearing within ten (10) working days and notify the grievant and Association president as to the time and place of such hearing. If it is to be on the agenda of a regular Board meeting, the request must be submitted three (3) days prior to that meeting. The action taken by the Board and the reasons therefore will be given in writing within ten (10) working days of the hearing and copies sent to the Superintendent, the immediate supervisor, the grievant, and the Association President.

Step 5: Within ten (10) working days of receipt of the Board's response, if the response is not acceptable to the grievant and the Association, the Association shall notify the Board of its intent to proceed to arbitration.

C. Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. The Board's representative and the Association's representative have the right to receive additional lists until a mutually acceptable arbitrator is selected. All other procedures shall be in accordance with the voluntary rules and regulations of the American Arbitration Association.

D. Authority of the Arbitrator

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this contract and not add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant and the Association.

E. Costs of Arbitration

The costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

F. General Provisions or Conditions

1. The number of days indicated at each step is considered a maximum. However, the time limits may be extended by a written agreement of the grievant or the Association and the administrator concerned.

2. If no response to a grievance is made within the stipulated time limits, the grievant may after ten (10) working days of the deadline for such response, file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified above for each step, the grievance shall be considered waived at such point.
3. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. All participants in all steps of this grievance procedure shall be exempt from discipline, reprisal, coercion, or intimidation because of such participation.
7. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communications.
8. The Association must receive notification of all grievance hearings and has the right to be present for the adjustment of any and all grievances.

G. Grievance Form

The form to be used in the processing of the grievances shall be that which is attached herein as Appendix C.

PART III. SALARIES & FRINGE BENEFITS

A. Salary Schedule Provisions

1. Prior teacher experience will be evaluated to determine correct placement on the schedule.
2. Experience for military service will be allowed according to the law.
3. A minimum of 120 days full time teaching will be required to receive credit for a "year's experience" of the salary schedule.
4. The salary schedule is based on a school year of 180 days of actual instruction, plus four (4) days for in-service and/or preparation days, or 184 days total.

5. The B.S. and B.A. degrees are considered on a par for salary purposes.
6. The Master's bracket is self-explanatory. The Master's +15 bracket reflects an additional 15 (semester) graduate hours earned beyond the Master's degree.
7. To insure proper placement on the schedule, the teacher must furnish to the office of the Treasurer complete official transcripts of college credits bearing the signature and seal of the registrar.

B. Rehiring of Retired Teachers

Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

1. A Retiree shall be placed at their appropriate training column at 0 level experience and thereafter may advance on the schedule on the same basis as other teachers. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code (O.R.C.).
2. A Retiree shall receive a one year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal is required. Continuation of the employment of a Retiree through offering one year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.11. A Retiree is eligible for a supplemental contract only at the discretion of the Board, O.R.C. 3313.53 is superseded.
3. Retiree shall not be entitled to tuition reimbursement.
4. A Retiree shall accumulate and may use sick leave in accordance with Part IV, section A of the Negotiated Agreement, but shall not be entitled to severance pay under Part III section H of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
5. A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Part III section I on page 14 of the Negotiated Agreement.

6. A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force. A reduction in force of a Retiree shall result in the automatic termination of the Retirees contract. This section supersedes Chapter 3319 of the O.R.C.
7. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of this Negotiated Agreement or provisions of the O.R.C. which pertains to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract nonrenewal, evaluation requirements related to teacher contract nonrenewal, reduction in force, seniority and severance pay.
8. Except as modified by this Article, all other forms and conditions of the Negotiated Agreement remain in full force and effect. This Article represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing.

C. Changes in Salary Classifications

When an employee has completed additional course work which would qualify the employee for another column on the salary schedule, a signed official transcript must be submitted to the Treasurer's office.

If the transcript or official document is filed on or before September 30, the teacher will be advanced to the appropriate column effective with the beginning of the current school year. If the transcript is filed on or before February 15, the teacher will be advanced to the appropriate column effective with the first pay of the second semester.

D. Extended Service Compensation

Teachers of special subject areas may be employed for services over and above the regular school year. The pay for those extended services will be determined by dividing the teacher's contractual salary by 184. This figure will then be multiplied by the number of days the work was performed.

E. Assignment to a Course of Study

Teachers assigned to a course of study and textbook adoption committees for North Central Ohio Educational Service Center will be paid \$50 per year per teacher per assignment and such will be treated as an extra-duty assignment. Should the meetings of these committees be scheduled during the summer, outside the normal school year, teachers shall receive a daily rate of \$50 for each day they meet. This shall be limited to a maximum of five (5) days per summer. Teachers must attend course of study meetings in order to receive the stipend and the maximum stipend is \$300 per year.

F. Payroll Deductions

1. Employees may enroll in a tax-sheltered annuity (ies) with deductions to be made by the Treasurer, provided that two or more employees participate in a given annuity.
2. Employees may enroll in supplemental insurance carriers other than-North Central Ohio Educational Service Center Insurance Consortium and Major Medical with deductions to be made by the Treasurer.
3. Association members will enroll in the Bettsville Education Association with deductions made by the school Treasurer.
4. **Employees may voluntarily enroll in OFT COPE with deductions made by the Treasurer.**

G. Tax-Sheltered Annuities

In accordance with Section F (1) above, employees may elect to have their severance pay and insurance(s) bonus payment(s) rolled over into a tax-sheltered annuity of their choice. However, annuities must have at least two (2) or more employees participating in order to establish a new annuity.

H. Severance Pay

The Bettsville Local Board of Education shall convert .27 of the sick leave accumulated up to fifty-eight (58) days at the teacher's final daily rate of pay, into a lump sum payment for severance pay in the event of that teacher's retirement from service with the Bettsville Local Schools. A teacher reaching retirement for the first time at thirty (30) years shall have his/her accumulated sick leave converted at a rate of .33 to a maximum of seventy-one (71) days for that year only. The rate shall return to .27 for succeeding years. For the purpose of this policy, the final daily rate of pay will be established by dividing the base contract salary by the total days in the teacher school year. A teacher must have at least ten years service in the Bettsville Local Schools to be eligible for severance pay.

The teacher shall submit written request for severance pay within thirty (30) days of the final pay period of teaching. Upon receipt of verification from the State Teachers Retirement System of Ohio that the teacher has drawn the first retirement payment, the Treasurer shall mail said teacher a check for the severance pay. Such payment of severance pay will be paid to an individual only once and the remaining accumulated sick leave shall be liquidated. The lump sum payment shall be subject to the normal payroll deductions, not including state retirement. However, it could be taken on the second pay in January, in the tax year following retirement.

I. Insurance Benefits

1. Medical Insurance – Board of Education will pay 90% of family and 90% of single premiums **for full time employees. For part time employees, the Board of Education shall pay a percentage of the Medical premiums which is equal to the percentage of the time worked multiplied by “.90” for single coverage and “.90” for full family coverage. The balance of the premium shall be paid by the employee.**
 - a. The Association and the Board mutually agree that, should the North Central Ohio Trust decide during the term of this contract to change health insurance benefits, the program redesign will not affect the current insurance coverage which will remain at an equal or better level. A benefit booklet provide by **Employee Benefit International** will outline the Comprehensive Health Insurance Plan. Benefit booklets may not be revised during the term of this contract without negotiation with the Bettsville Education Association.
 - b. Employees will participate by using the PPO (Preferred Provider Organization) provided by Mutual Medical of Ohio Super Med Plus Network.
2. Life Insurance - The Board will furnish a term-life insurance policy with thirty-thousand dollars (\$30,000) coverage per teacher.
3. Dental Insurance - The Board will pay the 95% for single dental insurance and 95% for family for all **full time employees. For part time employees, the Board of Education shall pay a percentage of the Dental premiums which is equal to the percentage of time worked multiplied by “.95”. The balance of the premium shall be paid by the employee.** Coverage will be as stated in the dental benefit booklet.
4. Vision Insurance - For all **full time** employees, the Board will pay 80% for single and 75% for family of the cost for the vision insurance plan which is currently in effect. **For part time employees, the Board of Education shall pay a percentage of the Vision premiums which is equal to the percentage of time worked multiplied by “.80”, for single coverage and “.75” for family coverage. The balance of the premium shall be paid by the employee.** Coverage will be as stated in the vision benefit pamphlet.
5. Cost Containment

The Board shall have the right to change insurance carriers provided the coverage provided by a new carrier is equal to or better than the coverage in effect immediately preceding the change.

6. Medical, Dental, Vision Insurance Option

Teachers employed in the district prior to June 1, 2010 that are eligible for family plan medical coverage, who elect to receive health insurance coverage elsewhere, and waive their right to insurance coverage as an employee of the Bettsville Local Board of Education shall receive a bonus payment of 45% of the monthly premium each year subject to the following provisions:

- a. The employee must waive his/her right to coverage in writing and submit the form including the choice of payment method to the Treasurer no later than August 31st.
- b. Coverage must be waived for the period of September 1st to August 31st for each year the employee avails himself/herself to this option.
- c. Part-time employees shall be eligible for this option pro-rated to the time of employment by the Board.
- d. The bonus payment shall be paid in two equal installments, the first installment will be due on the second regular pay in January, and the second installment will be due on the first pay in June.
- e. Teachers who use this option and lose the other health insurance coverage through the layoff, death, or divorce of a spouse will be permitted to enroll in the Board health insurance plan provided that said member(s) forfeit any payment which they have received or become eligible to receive, prorated to the part of the year they resume Board coverage.
- f. Teachers may opt out of one, any, or all insurance options. (medical dental, vision).
- g. ***New employees hired after June 1, 2010 will have a cap of \$3,000.00 for the Medical, Dental and Vision Insurance Option.***

8. Cafeteria Plan (IRS Section 125)

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any employee so requesting that their benefit elections be nontaxable. All provisions included under Section 125 of the Internal Revenue Code will be made available to employees. The Board and the Association shall mutually agree upon a company as the enroller and record keeper of the plan. The company selected shall be required to provide the school district (i.e., the Board and the Association) a "hold harmless" and a record keeping agreement that will further hold the employer risk free under IRS provisions regulating non-reimbursed medical payments. The employer shall not incur any fees.

J. General Provisions

1. Copies of Benefit Contract

If requested the Board shall provide the Association president with one (1) copy of each signed contract entered into between the Board and the insurance company (ies) which provides the benefit(s) specified in this contract. Copies of existing contract(s) shall be provided to the Association within one (1) week, if requested by the Association president. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

2. Copies of Benefit Descriptions

Within a reasonable time, of the Board's receipt, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided for in this contract.

3. Benefit Description for New Members

A member employed after the effective date of this contract shall be provided, within one (1) week of the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified for in this contract.

4. Copies of Improvements in Existing Benefits

Within thirty (30) work days of the Board's receipt of any improvement(s) in an insurance plan provided by this contract, each member shall receive a written description prepared by the carrier, of each insurance plan that provides benefits specified by this contract.

5. The Board shall provide the Association with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) work days prior to any change.

6. The cost of COBRA coverage shall not exceed 102% of the current funding level of the employee's premium.

K. STRS Deduction

The Bettsville Local Board of Education agreed to deduct and tax shelter contributions to the State Teachers Retirement System on behalf of all employees represented by the Bettsville Education Association. The amount to be deducted and paid on behalf of each employee through the salary deduction method shall be the current STRS rate on all regular and supplemental earnings as required employee contributions.

L. Extra-Duty Salary Schedule

Teachers who perform extra-curricular duties for which a supplemental contract has been issued shall be paid in accordance with the Extra-Duty Salary Schedule which is attached hereto as Appendix B.

The Board retains the right to determine which extra-curricular duties shall be filled in a given school year, i.e. the right to issue or not to issue a supplemental contract for any specific activity listed on the Extra-Duty Salary Schedule.

The administration in concurrence with the Athletic Director may cancel a supplemental contract due to a lack of player participation. A contract holder whose contract is cancelled shall be compensated on a pro-rated basis for the number of days completed of the contract per the calendar as established by the Ohio High School Athletic Association (OHSAA).

M. Liability Insurance

The Board shall purchase and pay the full premium cost for liability insurance covering each employee represented by the Association, now and hereafter employed. Said liability coverage shall be adequate to fulfill the Board's responsibility, as provided in Ohio Revised Code 3313.203, to defend and indemnify all employees in lawsuits filed against any employee to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of an employee if the act or omission occurred while the employee was acting in good faith and not outside the scope of his/her employment.

N. Pay Method

Employees shall be paid every other Friday as outlined below through the electronic direct deposit method.

The total amount of an employee's annual salary shall be paid in equal installments starting with a Friday date established by the Treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter through a total of twenty-six (26) pay periods.

O. Tuition Reimbursement

To encourage further studies and professional growth, teachers who have successfully completed course work shall be reimbursed, provided the course work is within the teacher's area of certification or in the field of education and a LPDC approved course. To be eligible for reimbursement, bargaining members must be active employees of or employees on leave from Bettsville Local Schools at the start of the subsequent school year and must have applied for

reimbursement by September 30 by submitting the LPDC Approval form to the Treasurer. An official transcript must be submitted proving successful completion of the course(s) completed during the preceding twelve months.

1. For the purposes of this section successful completion shall mean a grade of "B" or better or a "pass."
2. **The Board's maximum expenditure per school year shall be limited to nine thousand dollars (\$9,000.00).**
 - a. **A percentage of the total expenses submitted by the employee shall be assigned to each employee who turns in receipts.**
 - b. **The following formula shall apply: Cost paid by employee shall be divided by total receipts turned in and shall be multiplied by 100%. This shall equal the percentage of the \$9,000.00 eligible to each employee who submits a reimbursement request.**
 - c. In no case shall an eligible employee be reimbursed for more than his/her actual expenditure, tuition and fees for the courses (s) as certified to the Treasurer.
 - d. Books are not included in tuition reimbursement.
3. For the purposes of this section a year will be September 1 through August 31st. Teachers will be paid no later than October 30th of the current contract year.

P. Attendance Incentive

Bargaining unit members not using any sick days shall be compensated as follows:

0 days used per month/Sept – May \$25.00 per month

Bargaining unit members not using any personal leave days shall be compensated as follows:

0-3 compensation for unused personal leave days at two (2) times the current substitute teacher pay

For bargaining unit members who have perfect attendance (i.e., have not used any sick and personal days and who have not arrived late or left early) in a contract year shall be compensated as follows:

0	sick days used	\$ 300
0	personal leave used	\$ 390
	perfect attendance	\$ 700

Within ten (10) days of the last teacher work day, the employee will sign an agreement paper with the Treasurer for attendance pay.

Teachers will be paid on the last pay in June of current contract year.

Q. Continuity Incentive

1. The Board agrees to pay Bettsville Education Association members, in addition to all other compensation provided by the Master Contract, a continuity incentive per the attached pay schedule for each consecutive year of uninterrupted employment in the Bettsville Local School District.
2. The continuity incentive shall become payable on the first pay in September occurring during the term of this Master Contract, beginning in September, 2011.
3. To qualify for the continuity incentive, the Bettsville Education Association member:
 - a. Must be employed in the Bettsville Local School District at the time each annual continuity incentive payment is made (first pay in September).
 - b. Must be classified as a Highly Qualified Teacher as defined by the No Child Left Behind law. A highly qualified teacher is defined as one who has obtained a full state teacher certification or has passed the state teacher licensing examination and holds a license to teach in the state; holds a minimum of a bachelor's degree; and has demonstrated subject area competence in each of the academic subjects in which the teacher teaches.
4. Persons not employed in the Bettsville Local School District at the time each annual continuity incentive payment is made but who retired through the State Teachers Retirement System upon completion of the immediately preceding school year shall qualify for continuity incentive pay that coming September. Should such an individual be hired back as a retired teacher, an interruption of consecutive years of employment in the Bettsville Local School District shall be determined to have occurred.
5. It is the intent of the continuity incentive to promote the retention of highly qualified teachers in the Bettsville Local School District.

Continuity Incentive Pay Schedule

<u>Years of Uninterrupted Service</u>	<u>Payment due in September of the Year after Completing Service</u>	<u>Years of Uninterrupted Service</u>	<u>Payment Due in September of the Year after Completing Service</u>
1	\$100	16	\$350
2	\$125	17	\$350
3	\$150	18	\$350
4	\$150	19	\$350
5	\$150	20	\$350
6	\$200	21	\$400
7	\$200	22	\$400
8	\$200	23	\$400
9	\$250	24	\$400
10	\$250	25	\$400
11	\$250	26	\$450
12	\$300	27	\$450
13	\$300	28	\$450
14	\$300	29	\$450
15	\$300	30 Plus	\$450

PART IV - LEAVES (PAID AND UNPAID)

A. Sick Leave

Sick leave for all employees shall accumulate to a maximum of two hundred fifteen (215) days and is accumulated at the rate of one and one-fourth (1-1/4) days for each month of service (fifteen days per year). Employees may use sick leave, upon approval of the administrator, for:

1. PERSONAL ILLNESS - After three (3) consecutive days of illness the employee shall furnish a statement from a medical doctor as to why the employee has been absent from work and the date they may return to work. Leave shall be granted for injury, pregnancy, and exposure to a contagious disease.

2. ILLNESS OR INJURY IN THE IMMEDIATE FAMILY - "Immediate family" is hereinafter defined as a spouse, children, parent, grandparent, grandchildren, blended family member* or any other relative living in the same household.

* Blended family members include significant other/partner, stepparent, stepchildren and/or foster children.

3. DEATH IN THE IMMEDIATE FAMILY (Maximum allowance of three (3) days for each death is chargeable to sick leave). A maximum of two (2) days may be approved annually for a death other than in the immediate family. Such leave must be approved by the Superintendent at least one day prior to the absence.

B. Personal Leave

Personal leave days will be granted to members of the teaching staff on the following basis:

<u>Years of Service to the Bettsville Local Schools</u>	<u>Personal Days Granted</u>
0 – 5	Three (3)
5 – 15	Four (4)
16 Plus	Five (5)

Members of the teaching staff will observe the following stipulations pertaining to the use of personal leave days:

1. No more than two teachers will be permitted to use the same day as personal leave. This shall be on a first request basis.
5. Personal leave days are to be used for urgent matters of personal business or other necessary events which cannot be scheduled outside of regular school hours. Teachers, however, will not be required to state the purpose of their leave.
3. The Superintendent may reject request for such leave when he/she concludes that the absence will unduly disrupt the school. Likewise under extenuating circumstances the Superintendent may approve a leave.
4. No later than June 30th, a teacher will be reimbursed each school year for unused personal leave days at two (2) times the current substitute teacher pay. This reimbursement, however, will be limited to a maximum of three (3) unused personal leave days.
5. Personal days are not cumulative from year to year.
6. No personal days will be granted the school day before or the school day after a scheduled school holiday.

7. Personal leave shall not be used during the first two weeks or last two weeks of the school year unless approved by the Superintendent.
8. Personal leave days shall be taken in one-half day or full day increments.

C. Professional Days

Professional days may be allowed for each teacher each year. Professional leave may include subject area meetings, conferences or visitations (e.g. math, science, language, drug abuse presentation, etc.) or other meetings approved by the Superintendent.

The following stipulations will govern the use of these days:

1. Not more than two (2) faculty members may be excused on any particular day unless approved by the Superintendent.
2. All requests for professional days must be submitted on Appendix E and approved in writing prior to the leave.
3. The employee shall be reimbursed for actual costs incurred for registration, transportation, and housing at double-room occupancy rate provided invoices are submitted. If a private room is requested when more than one employee attends said meeting, employee requesting the private room shall pay the difference between the double-room occupancy and single room rate.
4. Reimbursement shall be at thirty-two cents (.32) per mile and a maximum of twenty-five (\$25) dollars per diem for meals. Meal receipts must be submitted for reimbursement.
5. Employees will be required to submit a report highlighting the professional leave to their principal or immediate supervisor.

D. Assault Leave

Notwithstanding the provisions of Section 3319.14.3 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to a physical disability resulting from assault under the following conditions:

1. Any certificated employee who must be absent from his/her duties due to a physical disability resulting from assault while engaged in school-related activities, on or off school premises, before, during, or after school hours, will be paid his/her full compensation for the period of the absence.
2. Assault shall be defined as an unlawful action resulting in bodily injury to a teacher.

3. The teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.
4. The teacher shall also furnish a written, signed statement from a physician as to the nature of the disability, its possible duration, and the need to be absent from school.
5. Upon receiving the statements referred to in paragraphs 3 and 4 above, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.
6. Assault leave shall not be charged against sick leave earned or earnable by the employee.

E. Unpaid Leaves of Absence

A leave of absence for up to a one year period may be granted for the following purposes:

- Extended personal illness
- Maternity/paternity/adoption
- Military service
- Physical or mental disability
- Or other matters at the Board of Education discretion.

In the latter case, the Board is empowered to impose the leave of absence status, with or without a request from the affected party, when it determines that the employee is not capable of adequately fulfilling the requirements of the position because of his/her mental or physical condition.

Persons desiring a leave of absence will submit an application in writing to the Superintendent, stating clearly the reason for the request and its expected duration. The Superintendent will submit the request to the Board and within thirty (30) days from the time the application is received, the Board will act upon the request.

Returning to employment:

1. Persons on normally approved leave of absence who wish to return to work will, at the termination of the approved leave, or earlier if desired, notify the Superintendent at least thirty (30) days prior to the termination of absence of the intent to return. Failure to return to employment at the termination of the approved period, and without an approved extension of the period, will be considered as a violation of the contract and will constitute justification for termination of the contract itself.
2. Upon return from leave of absence, the Superintendent is obligated to assign the person to a position in this school system at the time of termination of the approved leave, in line with the qualifications and

certification of the person. There is not a guarantee that the person will return to the exact position in which he/she was formerly employed.

3. In any case the Board may extend the original time approved for the absence, not to exceed two years total absence, provided the request for extension is justified in the view of the Board.
4. When the Board imposes a leave of absence for mental or physical Conditions, upon application to return to duty, the person must submit a physical or mental examination by a physician or a registered psychiatrist. The report of the recommendation of the physician or psychiatrist must be furnished to the Board. The report will be treated, by the Board, as confidential information.

F. Family and Medical Leave

The parties to this Agreement agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under the FMLA shall be inclusive of any sick leave utilized. For the purposes of this section, the twelve (12) month period shall be calculated on an individual and rolling basis from the date of the employee's first FMLA leave begins.

PART V - WORKING CONDITIONS

A. Teacher Work Day

1. The teacher work day shall consist of *six hours and fifty minutes*. Each teacher shall have thirty minutes for lunch time. Each teacher shall have at least two hundred (200) minutes each week for planning; this does not include any recess duty or the thirty-minute period for lunch. Each individual teacher shall make proper educational use of the planning time. This time shall be used for preparation to aid and benefit the students, and to communicate with parents, administrators, and/or other teachers.
2. Prior to assigning class/course schedules for each school year, the administration shall encourage teachers to make recommendations concerning the scheduling of classes and teacher preparation periods.
3. Class Size -
 - a. Assignment of pupils and teachers to classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, and educational or curricular consideration.

- b. In establishing class size, the Board shall adhere to the Ohio Department of Education Minimum Standards. It is the intent of the Board to make every effort to balance class size.
- c. The Board will try to provide Teaching Assistants where the number of students in a particular classroom so warrants. Job descriptions for these Assistants shall be developed by the Administration.

For purposes of the Agreement, a Teaching Assistant shall be defined as either a certified teacher or paraprofessional who will share the daily responsibilities of the classroom. Such duties include but are not limited to planning, grading etc.

- d. When a class size becomes unmanageable, the teacher shall request to the immediate supervisor that a Committee be convened to address the issue. The Committee shall consist of a teacher from the elementary, middle and high school, the Principal and the Superintendent. The teacher making the request shall be one of the three teacher representatives.

The Committee will determine whether the class size is unmanageable and whether help is needed by reaching a decision based on consensus and the decision shall be binding on all parties.

B. Discipline

All disciplinary action shall be applied according to the following progressive steps.

Progressive Discipline Steps

- 1. Verbal warning with written acknowledgment (document date and infraction)
- 2. Formal written reprimand
- 3. Suspension for up to five (5) days
- 4. Termination in accordance with Ohio Revised Code Chapter 3319.16
 - a. The parties recognize that it is not always appropriate to follow the progressive discipline steps. In some cases the offense may be of such a serious nature that immediate suspension or termination is warranted.

C. Evaluation

The Board of Education is responsible for adopting a standards-based teacher evaluation policy, in consultation with the BEA, which conforms to the framework for the evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the BEA, and in all extensions and renewals thereof

Definitions

"OTES" — stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" — For purposes of this policy, "teacher" means a licensed/certificated instructor who spends at least 50% of his/her time providing student instruction and who is working under one of the following:

- a. A license issued under ORC Chapter 3319; or
- b. A permanent or professional certificate issued under former ORC Section 3319.222.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part-Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the BEA.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" — For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC section 3319.111(D); and

- b. Holds a credential established by the Ohio Department of Education for teacher evaluation;
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment, providing there is mutual consent.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" — is defined pursuant to ORC 3319.074 (A) (1).

"Student Growth" — for the purpose of the district's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objectives" ("SLOs") — include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" — encompasses student growth measures that can be attributed to a group.

"Value-Added" — refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" — student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade levels and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based 50% upon teacher performance and 50% upon student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

50% for teachers with only state assessments

20% vendor and 30% state testing

20% Local Education Agency (L.E.A.) Student Learning Objectives (S.L.O.), 30% teacher level value added (state testing & vendor) for core subject teachers

50% L.E.A. (S.L.O's) for special teachers

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

Teacher performance will be evaluated during formal observations and informal observations also known as "classroom walkthroughs."

Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed by trained and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession*.

Formal Observation and Classroom Walk through Sequence

- All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to classroom walkthroughs.
- A teacher who has been granted a continuing contract by the board of education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment".

Formal Observation Procedure

- a. All formal observations may be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At least one to be announced and decided at the pre-conference.
- b. A post-observation conference shall be held after each formal observation, within 10 (ten) school days.

Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Data gathered from the walkthrough must be placed on a teacher evaluation form.
- c. A final debriefing and completed form must be shared with the employee within 10 (ten) school days. An extension of the post observation 10-day conference may be granted due to unforeseen circumstances.

Assessment of Student Growth

A student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- Al: Teachers instructing in value-added subjects exclusively;

- A2: Teachers instructing in value-added courses, but not exclusively¹; or**
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or**
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.²**

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

¹ For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

² If used, only one "shared attribution" measure can be utilized per instructor.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix": See Appendix E.

Teacher Performance Chart

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" as referred to in school policy, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a) Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose.
- b) Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.
- c) Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

Core Subject Teachers — Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of

"Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In, accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of a Collective Bargaining Agreement.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3 19.26,
3319.58, 3333.0411

A.C. 3301-35-03(A)

D. Term of Limited Contract

Upon recommendation of the Superintendent, the Bettsville School Board has the following options:

1. One-year contract for each of the first five years of employment.

2. Two-year contracts with the option that one-year probationary contracts may be offered at any time in the sequence.
3. Those teachers on probationary contracts may be non-renewed at the conclusion of that contract.
4. After the fifth year of employment, teachers may be issued 2 year contracts.
5. Continuing contract status may be granted upon completion of the existing contract. The teacher must have gained eligibility and notified the Treasurer's office of such eligibility contract status as defined in O.R.C.3319.08 & O.R.C.3319.11.

E. School Calendar

The Bettsville Education Association will be invited to attend and participate in the school year calendar meetings. Three teacher representatives chosen by the BEA may attend these meetings. These meetings will be completed by February 1 of each year.

F. Master Contract

Copies of the master contract shall be provided to all individuals represented by the Association at the beginning of the school year or within 30 days after ratification by the Board and the Association. If the ratification occurs after the end of the school year, copies will be available in the Treasurer's office.

G. Staff Reduction

If staff reduction would become necessary it would be in accordance with the O.R.C.

H. Personnel Files

1. The official personnel file of each teacher shall be maintained in the office of the Treasurer.
2. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the bargaining unit member shall not be placed in a teacher personnel file.
3. A teacher will have the right to view the contents of his/her official personnel file during the normal work day. A teacher is entitled to place rebuttal materials in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal.
4. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file except for material originally supplied to the administration as confidential previous to his/her employment.
5. An employee shall be notified of any request(s) to view the contents of the employee's personnel file.

I. Vacancies

All teaching and supplemental vacancies in accordance with PART III (L), that occur during each school year shall be posted on a bulletin board for a period of five (5) work days in the teacher's workroom and building office. When school is not in session, posting(s) will be included in employee paycheck(s), or by special mailing.

Current teachers interested in posted vacancies shall indicate such interest in writing to the Superintendent within five (5) work days from the date of the posting. A candidate hired to fill the position must possess the posted requirements for the position. A current teacher having the posted requirements may apply and will be considered for the position. However, the best qualified person, whether in or out of the system, shall be selected for the position. The interested employee will be notified of the Superintendent's decision.

Vacancy postings shall include all certification requirements, deadline for application, effective starting date and the date of posting.

Staff shall be notified of their assignment two weeks prior to school when possible.

J. Fair Share Fee

As allowed by Ohio Revised Code Section 4117.09(C), all bargaining unit employees who are not members of the Union, and therefore have not authorized the deduction of dues under the above provisions, shall pay, through payroll deductions, a fair share fee for the cost of collective bargaining services. This obligation of non-member commences with the first pay in September, or with the first pay occurring sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The written consent of the non-member will not be required as a condition of deduction of the fee.

K. Local Professional Development Committee (LPDC)

\$20 per hour outside of regular school day. \$60 maximum per meeting.

L. Detention and Saturday School

All teachers must sign up for one Saturday school and three detentions during the school year or find a substitute. If students are not present for a scheduled Saturday school, teachers will be paid for one hour at the current rate. Teachers will not be compensated for detention if no students show up.

M. Association Related Leave

The Superintendent will authorize up to a combined total of four (4) days per school year to employees chosen to represent the BEA at BEA professional meetings or conferences. The only cost to the Board for these four (4) days will be the cost of the substitute's pay.

TERM OF AGREEMENT

This contract shall become effective 7-1-13, and shall remain in full force and effect through 6-30-14.

BETTSVILLE EDUCATION
ASSOCIATION

BETTSVILLE LOCAL
BOARD OF EDUCATION

BY Shelley R. Phillimore BY Michelle Dewb
PRESIDENT PRESIDENT

BY Jacqueline Ramsey BY Grays Pettit
NEGOTIATOR SUPERINTENDENT

BY Susan Perry BY Roger L. King TREASURER
NEGOTIATOR TREASURER

BY _____
NEGOTIATOR

BY _____
NEGOTIATOR

Dated this 5th day of September, 2013.

**TEACHERS SALARY SCHEDULE
2013-2014 SCHOOL YEAR**

Years of Service	Bachelors Degree	B.A. Plus 18 Sem. Hrs	Masters Degree	M.A. Plus 15 Sem. Hrs
0	25,934 1.00	26,971 1.04	28,527 1.10	29,824 1.15
1	26,971 1.04	28,009 1.08	29,824 1.15	31,121 1.20
2	28,009 1.08	29,046 1.12	31,121 1.20	32,418 1.25
3	29,046 1.12	30,083 1.16	32,418 1.25	33,714 1.30
4	30,083 1.16	31,121 1.20	33,714 1.30	35,011 1.35
5	31,121 1.20	32,158 1.24	35,011 1.35	36,308 1.40
6	32,158 1.24	33,196 1.28	36,308 1.40	37,604 1.45
7	33,196 1.28	34,233 1.32	37,604 1.45	38,901 1.50
8	34,233 1.32	35,270 1.36	38,901 1.50	40,198 1.55
9	35,270 1.36	36,308 1.40	40,198 1.55	41,494 1.60
10	36,308 1.40	37,345 1.44	41,494 1.60	42,791 1.65
11	37,345 1.44	38,382 1.48	42,791 1.65	44,088 1.70
12	38,382 1.48	39,420 1.52	44,088 1.70	45,385 1.75
15	39,420 1.52	40,457 1.56	45,385 1.75	46,681 1.80
18	40,457 1.56	41,494 1.60	46,681 1.80	47,978 1.85
20	41,494 1.60	42,532 1.64	47,978 1.85	49,275 1.90
22	42,532 1.64	43,569 1.68	49,275 1.90	50,571 1.95
25	43,569 1.68	44,606 1.72	50,571 1.95	51,868 2.00
27	44,606 1.72	45,644 1.76	51,868 2.00	53,165 2.05

EXTRA DUTY SALARY

<u>POSITION</u>	<u>PERCENT</u>
Athletic Director	18
Varsity Basketball Coach Boys / Girls	12
Reserve Basketball Coach Boys/ Girls	8-1/2
Freshman Basketball Coach	6-1/2
Middle School Eighth Grade Basketball Coach (Boys / Girls)	8 (both 12%)
Middle School Seventh Grade Basketball Coach (Boys / Girls)	8 (both 12%)
Varsity Baseball Coach	11
Assistant Baseball Coach	6
Varsity Softball Coach	11
Assistant Softball Coach	6
Varsity Volleyball Coach	11
Reserve Volleyball Coach	6
Middle School Eighth/Seventh Volleyball Coach	6 (both 9%)
Varsity Cross Country (Boys / Girls)	8 (both 12%)
Middle School Cross Country Coach	6
Middle School Track	6
Varsity Track (Boys & Girls)	8
Varsity Golf Coach (Boys & Girls)	12
Assistant Golf Coach	6
High School Cheerleading Coach	5-1/2
Middle School Cheerleading Coach	4-1/2
School Annual	12
Class Time Given Annual	6
First Aid	1
Musical or Play Director	4-1/2
Assistant Musical or Play	2-1/2
Band/Choral Activity Director (Pep Band)	4
High School Quiz Bowl	1-1/2
Middle School Quiz Bowl	1-1/2
Senior Class Advisor	5
Junior Class Advisor	5
Sophomore Class Advisor	3
Freshman Class Advisor	3
National Honor Society	1
Student Council	1
Chess Club	1
In House Subbing	\$12.00 hour
Detention Monitor	\$15.00 hour
Saturday School	\$20.00 hour
Tutor	\$17.00 hour

Percent is based upon the starting salary on the Teachers' Salary Schedule.

If a teacher is employed to coach more than one sport, that teacher shall hold separate practice sessions and receive the full stipend for each sport.

GRIEVANCE FORM

GRIEVANCE # _____

NAME OF GRIEVANT _____

BUILDING _____

A. STATEMENT OF GRIEVANCE: (ADDITIONAL INFORMATION MAY BE ATTACHED IF NEEDED)

B. IDENTIFY CONTRACT PROVISION VIOLATED, MISINTERPRETED, OR MISAPPLIED:

C. RELIEF SOUGHT:

SIGNATURE OF GRIEVANT

DATE

SIGNATURE OF ASSOCIATION PRESIDENT

DATE

STEP ONE

PRINCIPAL OR IMMEDIATE SUPERVISOR _____

DATE FILED _____

DISPOSITION OF MATTER:

SIGNATURE OF PRINCIPAL OR SUPERVISOR

DATE

STEP TWO

DATE FILED _____

DISPOSITION OF SUPERVISOR:

SIGNATURE OF SUPERVISOR

DATE

STEP THREE

DATE FILED _____

DISPOSITION OF SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT

DATE

STEP FOUR

DATE FILED _____

DISPOSITION OF BOARD:

SIGNATURE OF BOARD PRESIDENT

DATE

APPEAL TO ARBITRATION

DATE FILED _____

SIGNATURE OF ASSOCIATION PRESIDENT

BETTSVILLE LOCAL SCHOOLS
CERTIFIED PERSONNEL
REQUEST FOR PROFESSIONAL TRIP

DATE OF REQUEST _____

MEETING: _____

PLACE OF MEETING: _____

DATE OF MEETING: _____ TIME: _____

Purpose of attending: _____

ESTIMATED EXPENSES:

Travel _____ miles x \$.32 per mile \$ _____

Lodging for _____ night(s) \$ _____

Meals - estimate \$ _____

Registration/Fees/Tickets \$ _____

Miscellaneous \$ _____

SUBSTITUTE NEEDED: _____ Yes _____ No

*Note: It is understood that a written report will be submitted to the Principal/Immediate Supervisor and to the Superintendent if requested.

 Applicant's Signature

 Superintendent's Signature

 Principal's Signature

 Board of Education

 Athletic Department

 Other

Odometer reading at departure _____

Odometer reading at return _____

Total Miles _____ x \$.32 per mile

Mileage Expense \$ _____

Lodging per _____ night(s) - attach receipts -- \$ _____
 *\$80.00/night maximum or per Superintendent approval

Meals: Maximum daily rate not to exceed \$25.00 - attach receipts \$ _____
 * There shall be no reimbursement for alcoholic beverages.

Registration/Fees/Tickets - attach receipts \$ _____

Miscellaneous Expenses - attach receipts \$ _____

TOTAL EXPENSES FOR APPROVED PROFESSIONAL TRIP \$ _____

 Date Submitted

 Applicant's Signature

Return to Treasurer's Office

Appendix E:

Teacher Performance

		4	3	2	1
		Accomplished	Accomplished	Proficient	Developing
Student Growth Measures	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective