



MASTER CONTRACT

between

BETHEL-TATE TEACHERS ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

BETHEL-TATE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Effective:
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ARTICLE 1:
PREAMBLE

- 1.01** The purpose of the Bethel-Tate Local School District is to provide the best educational opportunities for the children of the Bethel-Tate Local School District. It is the objective of the Board of Education, the Superintendent, and the Instructional Staff to provide the highest quality educational programs for the children of the Bethel-Tate Local School District.
- 1.02** The Board of Education, the Superintendent, and the Instructional Staff can best attain their common objectives and discharge their respective responsibilities by utilizing the abilities, experiences, and the judgements of each other to resolve matters of concern affecting the quality of the educational program.
- 1.03** It is the purpose of this document to establish a relationship between the Bethel-Tate Local School District Board of Education and the Bethel-Tate Teachers Association to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE 2:
RECOGNITION

2.01 **THE BOARD OF EDUCATION**

The Bethel-Tate Local School District Board of Education (hereinafter referred to as the "Board") is recognized as the locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by the existing and revised laws of the State of Ohio.

2.02 **SUPERINTENDENT**

The Superintendent is recognized as the executive officer of the school district and the chief advisor to the Board. The Superintendent and his administrative staff have the responsibility of carrying out the Board-established policies.

2.03 **INSTRUCTIONAL STAFF - BARGAINING UNIT**

2.0301 All persons recognized to be certificated and employed by the Board shall be represented in professional negotiations by the Association. This includes all classroom teachers, special teachers (art, remedial reading, music, physical

education, etc.), project directors, department heads, guidance counselors, librarians, and other certificated employees of the Board who do not have evaluative authority with respect to hiring and firing of instructional staff personnel, and are eligible for membership in the Association. The instructional staff shall not include the Superintendent, Assistant Superintendent, Principals, Assistant Principals, other Administrative personnel and substitute teachers.

- 2.0302 The instructional staff is recognized as having the ultimate responsibility of providing the best possible educational opportunity for the children enrolled in the school district.

2.04 THE LOCAL EDUCATION ASSOCIATION

2.0401 The Bethel-Tate Teachers Association (hereinafter referred to as the "Association"), an affiliate of the Ohio Education Association, the National Education Association, and the Southwestern Ohio Education Association, is recognized for the purpose of negotiations as the sole and exclusive representative of the instructional staff. Recognition of the Association shall be from the Board, until a successor may qualify according to procedures stipulated in this Master Contract.

2.0402 The Board agrees not to negotiate with anyone or group of the instructional staff other than the Association for the duration of this Agreement.

2.0403 Nothing shall be written into this Agreement to restrict or to deny to any member of the instructional staff individual rights provided by law.

2.05 POLICY RECOGNITION

Each of the above bodies will have a role in policy development that ultimately makes the quality educational program of the Bethel-Tate Local School District the best possible and in the best interest of the community.

2.06 SOLE AND EXCLUSIVE REPRESENTATIVE

The Association, granted such status, shall be recognized by the Board as the official voice of all members of the instructional staff, regardless of membership or non-membership in the organization. The exclusive representative shall further represent members of the instructional staff regardless of their race, color, creed, national origin, sex, age, or marital status.

ARTICLE 3:
NEGOTIATIONS PROCEDURE

3.01 **DEFINITIONS**

3.0101 Negotiation

To confer, discuss, propose, consider, make concessions, and counterproposals, in good faith, in an effort to reach mutual agreement in items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in "good faith." Final approval of any negotiated item shall be first by action of the Association and then official adoption of the Board.

3.0102 Negotiable Items

All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this Article.

3.0103 Negotiations Meeting Period

That period of time negotiations have been initiated until agreement has been reached or sixty (60) days has expired, whichever first occurs. The period of time when negotiations are recognized to be taking place.

3.0104 Negotiation Session

The actual conferring of the representatives of the Board and the Association.

3.0105 Negotiation Team

The body of official representatives of the Board or the Association.

3.0106 Executive Session

A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions for such a session as provided in this negotiations procedure.

3.0107 Consultants

Advisors to the negotiations team. Individuals, who because of special training, experience, and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.

3.0108 Recess

The period of time between negotiation sessions once the negotiation meeting has commenced. A negotiation session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed to by both negotiation teams.

3.0109 Caucus

A limited break in the negotiation session of not more than thirty (30) minutes.

3.0110 Day

A calendar day.

3.0111 Good Faith

The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position. Good faith requires participants in the negotiations to provide good and sufficient reasons to proposals and counterproposals. Good faith does not mean that either negotiation team is given authority to make final commitment for the Board or the Association.

3.0112 News Release

A report on the status of negotiations, given directly to the public news media personnel, i.e., the newspaper, radio, or television news bureaus.

3.0113 Progress Report

Reports made to the Board or the Association while negotiations are in progress.

3.0114 Ad Hoc Study Committee (Joint-Study Committee)

A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiation teams in coming to a mutual agreement. The responsibility of such study committees shall be determined by the negotiation teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation or compliance to members of the negotiation teams.

3.02 MANAGEMENT RIGHTS/MID-TERM BARGAINING

Unless otherwise agreed to in this Master Contract, nothing herein impairs the right and responsibility of the Board to:

3.0201 Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and

- organizational structure;
- 3.0202 Direct, supervise, evaluate or hire employees;
- 3.0203 Maintain and improve the efficiency and effectiveness of governmental operations;
- 3.0204 Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;
- 3.0205 Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- 3.0206 Determine the adequacy of the work force;
- 3.0207 Determine the overall mission of the employer as a unit of government;
- 3.0208 Effectively manage the work force;
- 3.0209 Take actions to carry out the mission of the public employer as a governmental unit.
- 3.0210 Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify any existing provision of this agreement. The parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Association prior to implementation. The grievance procedure shall be the exclusive process for resolving disagreements/disputes arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

3.03 DIRECTING REQUESTS

- 3.0301 All requests for negotiation meetings shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed by the Superintendent to the Association President. The written requests for professional negotiations shall include:
 - A. Date of writing;
 - B. Statement of purpose for meeting;
 - C. List of items to be negotiated by requesting party;
 - D. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial

negotiations meeting.

- 3.0302 A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communicate shall include:
- A. Date of writing;
 - B. Recognition of request for a professional negotiations meeting;
 - C. List of items to be negotiated by the receiving party;
 - D. Time, place, and date of a mutually agreeable initial negotiations meeting.

3.04 THE NEGOTIATION MEETING PERIOD

- 3.0401 The first negotiation session shall be held within fifteen (15) days of the date listed on the initial request for negotiations.
- A. Prior to the first negotiation meeting, an agenda will be made listing the item(s) submitted for negotiations by both the Board and Association. This shall be provided by the Superintendent.
 - B. At the first negotiation session, the first item of business will be the approval of the agenda. Once approved by both negotiation teams, no new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.
- 3.0402 Negotiation meetings shall occur when most convenient with no reprisals or punitive action toward team members.
- 3.0403 Negotiation meetings shall be in executive session.
- 3.0404 During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.
- 3.0405 Secretarial assistance shall be provided for the negotiation meeting and expenses shared equally by the Association and the Board. Summary records of each session shall be kept and one (1) copy for each negotiation team shall be provided within three (3) days after each session.
- 3.0406 Each negotiation team shall have no more than five (5) members. Negotiation meetings shall be scheduled with the Board considering release time from duties for the Association team members to participate in the process during the workday including starting times after lunch.
- 3.0407 Each negotiation team may use consultants during the course of negotiations when deemed necessary by that party.
- 3.0408 No other person(s) shall be present during the negotiation meetings unless

mutually agreed upon by members of both negotiation teams.

- 3.0409 Either team may declare a recess, when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (3.05) has been followed. A recess shall be for no more than seventy-two (72) hours, unless extended by mutual consent.
- 3.0410 Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.
- 3.0411 The negotiation period shall not exceed sixty (60) days. All sessions are to be completed within this period unless extended by mutual agreement.
- 3.0412 Prior to and during the period of the negotiations, the Board and Association agree to provide to the other, upon written request, and in a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiation teams in developing intelligent, accurate, and constructive programs.
- 3.0413 Members of the respective negotiation teams have the power and authority to negotiate; this is, to make proposals, consider proposals, and make concessions in the course of discussion.
- 3.0414 All sessions of the negotiating meetings shall be in "good faith."
- 3.0415 While negotiations are in process, news releases shall be made only with mutual agreement of the negotiation teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.
- 3.0416 Progress reports may be made to the represented bodies by either negotiation team at the discretion of the team.
- 3.0417 During the course of the negotiation meetings, joint study committees may be created by mutual consent of the negotiation teams. Members of the study committee will be determined by members of the negotiation teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings.

3.05 AGREEMENT

- 3.0501 When agreement is reached on the items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting.
- 3.0502 When approved by both parties, it shall be signed by the parties and a fully executed copy shall be submitted to the State Employment Relations Board.

3.06 **IMPASSE PROCEDURE**

- 3.0601 If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, then either party may declare that an impasse existed any time after that date. When a party declares an impasse exists, the two parties shall jointly request the appointment of a federal mediator from the Federal Mediation and Conciliation Service. The bargaining team shall meet with the mediator in an effort to resolve negotiations. In the event an agreement has not been reached within thirty (30) days of the parties first meeting of the mediator, then the impasse procedure shall be deemed to have been completed and each party may exercise all of its legal options.
- 3.0602 It is agreed that this impasse procedure supersedes and replaces the impasse procedure in Chapter 4117.14 of the Ohio Revised Code. Nothing contained herein shall preclude the Association's right to file a ten (10) day strike notice and to exercise its right to strike should ultimate impasse exist.

ARTICLE 4:
GRIEVANCE PROCEDURE

4.01 **DEFINITIONS**

- 4.0101 A "grievance" is a specific claim by a teacher or the Association based upon a violation of the terms of the negotiated Master Contract or a working condition which affects the health and safety of a teacher.
- 4.0102 A "grievance procedure" is a method by which an individual, or group of employees, or the Association can express a complaint, problem, or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
- 4.0103 An "aggrieved" party is a teacher(s) or the Association having a grievance. The Association shall appoint a Grievance Committee. The Association shall designate one (1) or more representatives for grievance procedures in each school building. Any teacher may consult this representative for assistance.
- 4.0104 A "day" in this section shall mean a day that school is in session. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.
- 4.0105 The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit.

4.02 GENERAL PROVISIONS

- 4.0201 The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.
- 4.0202 Both parties agree that grievance proceedings shall be handled in a confidential manner.
- 4.0203 Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this Master Contract.
- 4.0204 An aggrieved teacher shall initiate action within fifteen (15) working days of the event or condition upon which the grievance is based. If the initiation of such action is longer than fifteen (15) working days, the rights to the use of the procedure described can be considered waived. The Association Grievance Committee shall be available to assist all teachers governed by this procedure. Such assistance may include: information and interpretation of the grievance procedure; providing of official forms used in the formal steps of the proceedings; recommendation of Association support and position on the issue; recommendation that the Association not support the issue. In the event that the Grievance Committee does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. Action and official position of the Association may take place at any level of the proceedings.
- 4.0205 Time limits stipulated should be adhered to strictly as maximums to insure rapid resolution to problems and issues. Lack of adherence to the time limits by the aggrieved can result in the declaration that resolution has been obtained by the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.
- 4.0206 If at any step of the grievance procedure a reply is not received by the grievant in writing from the Board within the time allocated, the grievant has the right to proceed to the next step in the grievance procedure.

4.03 GRIEVANCE LEVELS

4.0301 Level One: Informal

Within fifteen (15) working days of an event or condition that an individual or the Association considers a grievance, he/she shall discuss the problem with his/her immediate supervisor. He/she may do this alone or with his/her official Association representative.

4.0302 Level Two: Formal

- A. In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within ten (10) working days after the informal meeting, he/she may inaugurate the formal proceedings by filing a Grievance Report Form with the immediate supervisor.
- B. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate: one (1) for the aggrieved; one (1) for the administration; one (1) for the Association.
- C. Within ten (10) working days of the filing, a hearing shall be arranged between the aggrieved, the immediate supervisor, the Association representative, and other parties who may be needed to give information relative to the claim. The disposition by the supervisor shall be added to the Grievance Report Form in triplicate prior to the adjourning of this hearing, whenever possible, but in no case later than ten (10) working days after adjournment.

4.0303 Level Three

- A. If the aggrieved person is not satisfied by the disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent or designated representative within two (2) days after final decision upon the hearing in Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent.
- B. Within the next ten (10) working days, a hearing shall be arranged between the aggrieved, the Superintendent or designated representative (who must be someone other than the aggrieved person's immediate supervisor), a representative of the Association and other parties that may be needed to give information relative to the claim.
- C. The disposition by the Superintendent shall be made within ten (10) working days after the hearing.

4.0304 Level Four

- A. If the aggrieved person is not satisfied with the disposition in Level Three, he/she may request that the issue be submitted to arbitration within five (5) days after the Level Three hearing.
- B. The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations. Information submitted to the arbitrator shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned.
- C. The arbitrator shall make his/her report and recommendations in triplicate to the aggrieved, the Superintendent, and the Association President. His/her decision shall be adhered to by all parties previously mentioned. The said

report shall be made within thirty (30) calendar days of the arbitration hearing.

- D. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination of the arbitration. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor interfere with the powers, duties and rules and regulations having to enforce effective law. The arbitrator shall have no power to alter, add to, modify or subtract from the terms of the agreement.

4.04 MISCELLANEOUS

- 4.0401 No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- 4.0402 No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.
- 4.0403 A grievance may be withdrawn at any level without prejudice or record.
- 4.0404 Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.
- 4.0405 Any Association non-member who utilizes the grievance procedure, files an Unfair Labor Practice charge against the Board or seeks to utilize the services of the Association in any way whatsoever shall be solely and totally responsible for any or all expenses incurred therein.
- 4.0406 The fees and expenses of the arbitrator shall be divided equally by the parties.
- 4.0407 The grievance form contained herein is the official form on which all grievances are to be submitted (see Appendix "A").
- 4.0408 Any bargaining unit members who are witnesses or participants in the grievance process shall be permitted to attend grievance hearings, including arbitration, during the workday without loss of pay or leave.

**ARTICLE 5:
ASSOCIATION RIGHTS**

Exclusive recognition shall entitle the Association to these rights exclusively:

5.01 USE OF BUILDINGS AND FACILITIES

- 5.0101 Use of the building bulletin boards for staff information.
- 5.0102 Use of public address systems for Association announcements according to school procedure.
- 5.0103 Distribution of faculty bulletins to teachers according to normal school procedure.
- 5.0104 The Association building representatives will have permission to use the individual school equipment as long as it is not in use and the Association pays for materials.
- 5.0105 Use of school buildings will be permitted in accordance with Board policy.
- 5.0106 Use of the district electronic mail system.

5.02 PERSONNEL DIRECTORIES

- 5.0201 The Administration shall make available to all professional staff members a directory listing the names, addresses, phone numbers and job assignment of all employees of the Board, except employees who have specifically requested not to be listed in this directory, if such a directory/listing is prepared.
- 5.0202 Names and addresses of newly appointed staff members shall be provided to the Association following Board approval of their contract unless the professional staff member specifically requests otherwise in writing.

5.03 BOARD MEETINGS AND AGENDAS

- 5.0301 The Association shall be provided all agenda, minutes and other public information made available to Board members no later than the time of public distribution. Upon request, the Association President or his/her designee shall be informed of any agenda changes.
- 5.0302 When a board committee(s) or subcommittee(s) meetings are scheduled the Association shall be notified the same time as the media.
- 5.0303 The Association shall have the right to address the Board.

5.04 COPIES OF CONTRACT

The Association will be responsible for typing the Master Contract. The Board shall be responsible for printing copies of the Master Contract at its cost and will distribute it to bargaining unit members through their school mailboxes within thirty (30) calendar days after the Master Contract is signed by the parties hereto or at the time of offer of employment, whichever shall occur later.

5.05 ACCESS TO SCHOOLS AND TEACHERS

5.0501 The Association President or designee shall have the right to make announcements at faculty meetings. The Association President shall be granted not less than fifteen minutes on opening day to address the Association membership.

5.0502 The Association President and/or a designee shall have the right to visit schools before or after school or during lunch periods.

5.0503 The consultant for the Association shall have the right to visit schools or individual teachers. The representative shall first report to the school office. Visits that are made to discuss with the principal special problems of professional staff members must be arranged in advance with the principal or in the principal's absence, the acting building administrator.

5.06 FAIR SHARE FEE

5.0601 Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Bethel-Tate Teachers Association, a fair share fee for the Association's representation of such non-members during the term of this Contract.

5.0602 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee (which shall be equal to 100% of the unified dues of the Association) shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

5.0603 Schedule of Fair Share Fee Deductions

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

Sixty (60) days employment in a bargaining unit position or January 15th.

5.0604 Transmittal of Deductions

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

5.0605 Procedure for Rebate

The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio.

5.0606 Entitlement to Rebate

Upon timely demand non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the union.

5.07 THIRD PARTY ORGANIZATION

The Association officers and other members paid a stipend by the Association have the option to be paid a stipend by the Board as identified by the Association. The Association shall reimburse the Board the gross amount of the stipend, including worker's compensation, Medicare and any applicable retirement costs payable to STRS.

By August 31 of each school year the treasurer of the Association will identify which Association officers and standing committee members will receive a stipend. This information will be communicated to the school district treasurer in writing. The district treasurer will set a schedule for payment of the stipends and a deadline for Association reimbursement in agreement with the Association treasurer.

**ARTICLE 6:
WORKING CONDITIONS**

6.01 GENERAL REQUIREMENTS FOR EMPLOYMENT

6.0101 The Board appoints teachers who have been nominated and recommended by the local Superintendent.

6.0102 To be eligible for appointment as a teacher in the Bethel-Tate Schools, a person

must possess a teacher's certificate/license valid in the State of Ohio. Upon appointment, such certificate/license or copy must be filed in the office of the Superintendent.

6.02 INSTRUCTIONAL LOAD

6.0201 The Board shall hold the administration responsible for equitable distribution of work among the members of the staff.

6.0202 Generally they will teach six (6) classes or five (5) classes and a study hall. In addition to regular classroom teaching assignments, teachers will be assigned such extra duties as homeroom, hall supervisors, cafeteria duty, etc.

6.03 UNASSIGNED PREPARATION TIME

All bargaining unit members shall have an unassigned preparation period of no less than one (1) class period per day (except where daily schedule changes for testing, programs, assemblies, etc. eliminate a preparation period). The unassigned preparation period shall be during the regular school day for students and the thirty (30) minute duty-free lunch shall not be considered part of this time.

6.04 CONTRACTS

6.0401 All teachers employed by the Board shall be issued written contracts in accordance with Ohio Revised Code. Such contracts shall include the following information:

- A. Name of the teacher;
- B. Name of the school district;
- C. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect;
- D. Annual compensation to be paid for the first year of the contract;
- E. Basis of determining compensation (i.e. classroom teacher – B.A. Degree, 5 years: Masters – years of experience);
- F. Teacher agreement that he/she shall abide by Board adopted policies at time of employment;
- G. Provision for signature and date of signature of the teacher being contracted.

6.0402 All teachers holding temporary certificates/licenses shall be appointed on a limited contract for one (1) year.

- 6.0403 All teachers holding four (4) year provisional certificates/licenses will be given three (3) one (1) year contracts; and a two (2) year contract thereafter. This language shall apply except in cases where a teacher knows he/she will meet the qualifications for a continuing contract before the expiration of a multi-year limited teaching contract. In that case, a teacher who is within one year of eligibility of a continuing contract may request a one year limited teaching contract which shall be granted.
- 6.0404 However, the Board of Education reserves the right to award a one time limited one (1) year contract to any teacher after the completion of three (3) one (1) year contracts. The awarding of the one (1) year contract shall be based on the teacher's performance evaluation.
- 6.0405 Qualifications for continuing contracts are determined by O.R.C. 3319.11. However, any teacher eligible for a continuing contract at the expiration of his/her limited contract must provide written notice to the principal on or before November 15 that upon the expiration of his/her current limited contract the teacher will be eligible for a continuing contract. Failure to notify the principal in writing prior to November 15, in the year of the expiration of the limited contract shall result in the staff member receiving a one (1) year limited teacher contract. This contract shall not be considered an extended limited contract pursuant to the requirements of R.C. 3319.11. Upon completion of the one (1) year limited contract, the Board shall consider the staff member for continuing contract status.
- 6.0406 Teachers who have met all legal qualifications and requirements for a continuing contract but who have not corrected deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on, or before, April 30. The teacher may be placed on a probationary contract not to exceed two (2) years. If the teacher is re-employed at the end of the probationary period, he/she shall be given a continuing contract.
- 6.0407 Provisions of this section shall supersede Ohio Revised Code §§3319.08 and 3319.11.

6.05 COMPLAINT PROCEDURE

- 6.0501 If a parent or other member of the public has a complaint against the teacher, the complaining person will follow these guidelines:
- A. Complainants should be referred to the teacher. It is the responsibility of the building principal to discuss with the teacher concerns directed to the principal.
 - B. Unresolved matters from above; or, if the complainant refuses to meet with the teacher, the principal will meet with the teacher and inform the teacher of the nature of the complaint and give the teacher the opportunity to present his/her response to the complaint.

6.0502 In the event that a parent or member of the public attempts to lodge a complaint directly with the Board or Superintendent, the Board or Superintendent shall direct the complaining party to the building administrator.

6.0503 Any complaints which are unsubstantiated shall not placed in the personnel file of the teacher.

6.06 PERSONNEL FILE

Members shall be accorded rights pursuant to Chapter 1347 of the Ohio Revised Code.

6.07 WORK YEAR/WORK DAY

6.0701 The work year shall be one hundred eight-four (184) days. The added day shall be used as one-half ($\frac{1}{2}$) day of inservice and one-half ($\frac{1}{2}$) as a day for teachers to work in their classrooms.

6.0702 The length of the work day for bargaining unit members shall be no longer than seven (7) hours and fifteen (15) minutes. Each bargaining unit member shall have a thirty (30) minute uninterrupted duty-free lunch. The providing of a lunch period shall not be cause for lengthening of the work day.

6.0703 Teachers will not be required to report more than fifteen (15) minutes prior to the student arrival time on calamity days. When an entire day is canceled due to a calamity day, individuals on a previously approved paid leave shall not be charged time from his/her eligible leave on that calamity day.

6.0704 A. The Board will make every effort to limit the number of bargaining unit members whose assignments require them to travel between buildings. The term traveling teacher shall be defined as a teacher who is assigned duties in more than one (1) school building in the district on any workday.

B. The travel time required of any traveling teacher shall not cause his/her workday to exceed that of the workday as defined in this Master Contract and it shall not cause his/her duty-free lunch to be fewer than thirty (30) minutes in length. A planning period shall be included in each traveling teacher's workday in accordance with the unassigned preparation time provision.

C. Travel time between buildings shall be administered as effectively as possible. The administration shall attempt to schedule travel time adjacent to the traveling teacher's preparation or lunch time. Schedules for traveling teachers must allow adequate time for normal travel by most direct route from building to building. Each traveling teacher shall be granted a minimum of ten (10) minutes, fifteen (15) minutes between the high school and middle school, including travel time to another building between assignments. In the event the teacher does not arrive on time, the building administration shall provide adequate supervision of students until the teacher's arrival. The

school's supervision of students does not relieve a delayed teacher of the responsibility to make reasonable effort to arrive promptly and to notify the school of any delay.

- 6.0705 The Board shall attempt to secure parent volunteers to perform cafeteria and playground duty at the elementary and intermediate buildings through communications such as district newsletters and by encouraging the PTO to list the opportunity for volunteering in its publications to parent members.

6.08 NON-RENEWAL

- 6.0801 The following action is taken when a teacher's limited contract is to be non-renewed:
- A. The Superintendent shall inform the teacher prior to May 1 that he/she will not recommend a renewal of his/her contract to the Board.
 - B. At the request of the teacher, the Superintendent shall meet with the teacher to discuss the non-renewal recommendation. The employee shall be entitled to representation at the meeting with the Superintendent.
 - C. The Superintendent shall make his/her recommendations for all non-renewals to the Board at its regular Board meeting in May.
 - D. The Board must notify the teacher in writing of its action to non-renew not later than June 1.
- 6.0802 The teacher may exercise his/her contractual or statutory rights to appeal his/her non-renewal upon receipt of official Board notice of Board action to non-renew. However, a teacher who is non-renewed shall not have the right to pursue his/her non-renewal through both processes.
- 6.0803 Provisions concerning non-renewal contained in this contract supersede Ohio Revised Code 3319.11.

6.09 VACANCIES: CERTIFIED PERSONNEL WITHIN THE SYSTEM

- 6.0901 Vacancy Posting
- A. The Superintendent shall email notice of vacancies, including anticipated vacancies, of certified personnel in the District that are of concern to all staff members as said vacancies occur. A vacancy shall be defined under this provision of this Contract as any open job position that the Board intends to fill. If a vacant position is not to be filled, the Superintendent shall notify the Association President.
 - B. This notice will pertain to all vacancies in existing or new programs.

- C. During the summer months when regular school is not in session, the Board will post in the Superintendent's office all vacancies as above described. Individual teachers wishing to be notified of summer vacancies shall file a letter of intent requesting that they be notified of all summer vacancies for which they may be certified. The teacher will provide addressed envelope(s) prior to leaving for the summer to the Superintendent's office.
 - D. The Superintendent shall provide a copy of this vacancy list to the Association President.
- 6.0902 Staff members desiring to be considered for such vacancies shall apply on forms agreed to between the Superintendent and Association, and supplied to staff members upon request by the Superintendent's office and a receipt shall be given thereof.
- 6.0903 No vacancies shall be permanently filled on a full-time basis until such notice of vacancies has been posted for a minimum of one (1) week unless circumstances prohibit.

6.10 REDUCTION IN FORCE

6.1001 Seniority

- A. Seniority for all purposes under this Master Contract shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. Any ties in seniority shall be broken by using the dates of hire of the affected employees. If the date of hire is the same then the date of application for employment shall be used to break the seniority tie. If the date of application for employment is the same, the tie breaker shall be the date of interview. If the date of interview is the same, the month and day of birth of the employees shall be used and the employee with the earlier month and day of birth shall have seniority.
- B. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position.
- C. Neither layoff nor the taking of approved leave as provided under this Master Contract shall constitute a break in service and seniority will accumulate during such periods.

6.1002 Layoff

The Board shall follow the requirements of Ohio Revised Code 3319.17 for the implementation of a reduction in force.

All evaluations resulting in a teacher performance rating of 4, 3 or 2 shall be deemed comparable. A summary evaluation score of 1 in the teacher performance area shall be considered less than comparable and will result in a teacher with more seniority being reduced before a teacher with less seniority in the event the teacher with less seniority scores a 4, 3, or 2 in the teacher performance area of the teacher's evaluation.

6.1003 Suspension of Contract

If the suspension of contract is necessary for any teacher employed on a continuing contract, the order of suspension shall be determined on the basis of seniority by area of certification.

6.1004 Bumping Rights and Recall

A. Bumping rights shall be exercised by all teachers within their respective contract status (continuing contract or limited contract) with no limited contract teacher exercising bumping rights over continuing contract teachers. Bumping rights shall be limited to the area of the teacher's certification

B. In the event a person exercising bumping rights has not taught in their area of secondary certification within the past five (5) years, the Superintendent may require that person to take course work, in his/her area of secondary certification, not to exceed the equivalent of three (3) semester hours credit, unless the district pays for additional hours.

C. Recall of all bargaining unit members shall occur in order of seniority of certificated fields with the affected teacher(s) being maintained on the recall list for one year from the date of lay off.

6.1005 Replacement of Law

This reduction in force provision shall supersede and replace the provisions of 3319.17 of the Ohio Revised Code in which it is in conflict.

6.11 ASSIGNMENT OF TEACHERS

6.1101 All teachers are subject to annual assignment by the Superintendent. Recommendations from building principals will be considered in making assignments. Normally teachers will be notified of their assignments by the Superintendent before the close of the school year. The Superintendent reserves the right to make assignments at a later date, if in his/her opinion, it is to the best interest of the schools. The principal and teacher shall be notified in sufficient time to make the change.

6.1102 Teachers will not be transferred from one position to another without having a conference with the principal and Superintendent. However, if a teacher is reassigned the teacher and the principal shall work out a reasonable amount of

time for teacher preparation prior to the teacher being placed in the classroom.

6.12 RE-EMPLOYMENT

At the regular meeting of the Board in April, the Superintendent shall present to the Board for its approval and confirmation a list of certified/licensed personnel (nominated by the County Superintendent of Schools) to be appointed or reappointed with recommendation as to renewals or issuance of new contracts. Upon approval and confirmation of the Board, the Board Treasurer shall issue contracts and notifications of salaries.

6.13 PROFESSIONAL ACTIVITIES

6.1301 Members of the certificated/licensed staff may be granted leave time for attendance at professional meetings. These include membership and holding office in professional organizations, participation in curricular studies and educational leadership in experimental programs.

6.1302 Teachers who by assignment participate in the curricular studies and experimental programs shall be provided with release time.

6.1303 Professional days may be granted with the approval of the Superintendent within the constraints of the Board-adopted appropriations. The Superintendent will attempt to distribute these days equally throughout the school year. Professional day(s), conference and workshop request forms will be on file in the building office(s).

6.1304 Expenses incurred for mileage will be reimbursed at the IRS reimbursement rate for that year.

6.14 DUTIES OF TEACHERS

6.1401 A principal may schedule one (1) regular faculty meeting per month with at least two (2) days prior notice. Faculty meetings may be called before or after school. Such meeting shall be held to a maximum of forty-five (45) minutes beyond the teacher day. The principal reserves the right to call additional meetings for matters that are not regular or routine.

6.1402 Teachers are subject to homeroom assignment, and when so assigned, they shall handle all details of records, attendance, social activities, and other matters assumed by the homeroom. Teachers are also expected to share in supervising non-classroom activities within the confines of the school day.

6.1403 Teachers shall keep an outline of class procedures preferably by some kind of lesson plan. This lesson plan will aid principals in performing their duties and it will also provide a guide for the substitute teacher.

6.1404 Each self-contained classroom teacher shall prepare a daily schedule. A copy of

the teacher's schedules and/or master schedule shall be filed with the principal.

6.1405 Teachers shall:

- A. keep their class in session each day during school hours and shall not dismiss their class at any time without consent of the principal;
- B. be absent from school only for the reasons specified in the leave procedures and any other reasons approved by the Superintendent or principal;
- C. exercise reasonable care for all school property and equipment entrusted to them;
- D. be responsible for the orderly department of their pupils and they will be assisted in all proper, reasonable and legal means to secure these ends;
- E. give every reasonable assistance to pupils in making up work when absence is caused by illness or other reasonable causes. The teacher is expected to give such individual help as may be necessary to assist the pupil in making up work which has been missed;
- F. give reasonable attention to the health and comfort of the pupils under their care. Teachers shall observe the physical conditions of the room relative to heat, ventilation, lighting, cleanliness, and report any difficulties. They shall be alert for symptoms of illness among pupils and report these to the principal;
- G. insofar as practical, become acquainted with the parents of their pupils and are urged to attend all parent-teacher meetings;
- H. not promote, advertise, or sell tickets for any organization during school time, nor permit school time to be used by non-school district personnel except as permitted by the principal or Superintendent;
- I. keep all records and make all reports as directed by these rule and regulations as required by the principal or Superintendent;
- J. give their full attention to their school duties during school hours.

6.1406 Teachers shall use the AESOP system to notify the appropriate administrator of absence.

6.1407 The Board shall, within the constraints of its budget, provide adequate equipment, i.e. desks, file cabinets, etc., instructional supplies and supplies for each classroom and area involved in the educational process to enable the bargaining unit member to carry out their educational duties. Current teachers shall be assigned classrooms before new hires are assigned a classroom. The Association recognizes that the classroom assignment may be hindered by logistics of available rooms being located close to the departments in which the

teacher is assigned to teach (i.e. language arts, science or math) or grade levels to which they are assigned. The Association also recognizes that certain classrooms which may be available may not be assigned to a teacher who is using a cart due to the specialization of the classroom (i.e. science labs, technology labs).

- 6.1408 Teachers shall be provided access to the school buildings after school hours and weekends. If necessary, teachers shall be provided key code access to enter the buildings when custodial staff is not present.

6.15 EVALUATION PROCEDURE

- 6.1501 A teacher shall be evaluated each year for the first three (3) years in the district. All other teachers shall be evaluated not less than every three (3) years.
- 6.1502 The following procedure and dates shall be followed in conducting evaluations:
- A. By November 15, the principal shall meet with the evaluatee and discuss performance goals and review the evaluation instrument.
 - B. The principal shall make at least two (2) observations of at least thirty (30) minutes each. One observation shall be made before the last day of the first semester, the second observation shall be made before the last day of the second semester of the academic year.
 - C. The principal shall meet with the evaluatee within five (5) school days, excluding calamity days, of the observation to discuss the principal's written observations. The timeline to meet may be extended by mutual agreement by the teacher and the principal.
 - D. Any deficiencies must be identified and recommendations must be made in writing to correct said deficiencies.
 - E. A teacher who does not agree with the contents of his/her evaluation may request an additional observation. However, this will not extend the time limit set forth in Section 6.08, Non-Renewal.
 - F. A teacher who does not agree with the contents of his/her evaluation shall have the right to attach a letter of rebuttal. The rebuttal shall be attached to the evaluation form and filed in the teacher's personnel file.
 - G. Should the evaluation result in a recommendation for non-renewal, the provisions of Section 6.08 herein shall be applicable.
 - H. The evaluation procedures, timelines and instrument provided in this Contract shall supersede and replace the evaluation procedures and timelines set forth in Ohio Revised Code 3319.11 and 3319.111.

6.16 EVALUATION FORM

The evaluation form for the Bethel-Tate Local School District is contained herein and designated as Appendix "B."

6.17 EVALUATION INSTRUMENT

During the term of this Master Contract, if, in the opinion of the Superintendent, a change in the evaluation instrument becomes necessary, a committee composed of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association shall be formed to review the instrument. Any recommendations of the committee shall be submitted to the Superintendent.

6.18 SCHOOL CALENDAR AND SCHOOL YEAR

6.1801 A committee shall be established for the purpose of recommending a school calendar each year. The committee shall be composed of the building principals, one (1) teacher from each building (appointed by the Association) and the Superintendent or his/her designee.

6.1802 Prior to March 1 of each year, the committee shall present a school year calendar to the superintendent for recommendation to the Board.

6.1803 Each bargaining unit member will receive a copy of the adopted school calendar of the following year by the last day of the current school year.

6.19 CLASS SIZE

6.1901 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

6.1902 The pupil-teacher ratio is an important aspect of an effective educational program, the parties agree to set a goal of twenty-five (25) pupils in the elementary classes, twenty-seven (27) in the high school classes, with the exception of those classes whose size is controlled by funding or safety requirements, etc. (These classes not falling into the 25-27 category being special classes such as EMR, Learning Disabilities, etc.)

6.20 TEXTBOOK SELECTION

6.2001 Ad hoc committees shall be formed to select textbooks and other teaching materials. Any teachers who will be using these textbooks and/or teaching

materials may volunteer to serve on these committees. At least one half (½) of the teachers will serve at least every other year.

- 6.2002 The committee will make recommendations to the Superintendent who will make recommendations to the Board.

6.21 INSERVICE TRAINING

- 6.2101 All inservice training shall comply with state standards.
- 6.2102 An ad hoc committee of a teacher Association representative from each building and the administration shall establish the time for inservice within the school calendar.
- 6.2103 Inservice training shall be for the improvement of staff members. Only staff members directly involved shall be required to attend.
- 6.2104 The Association shall have the right to recommend to the Superintendent specific inservice programs that will benefit the educational program.

6.22 VISITS TO OTHER SCHOOLS

The Superintendent may excuse teachers for the purpose of visiting other schools if he/she feels it will aid them in doing a better job. The Board shall pay the substitute for the day that the teacher is absent; however, the teacher must provide his/her own transportation.

6.23 CURRICULUM DECISIONS

Prior to adoption of any new curriculum or review of existing curriculum/instructional materials the representatives of all grade levels and/or subject areas affected shall meet to review proposed changes. This committee shall be responsible for making recommendations to the Superintendent.

6.24 PROGRESSIVE DISCIPLINE

- 6.2401 The Superintendent, or in the event of his/her absence, his/her designee, who shall be one of the building principals, may suspend an employee without pay for up to five (5) days for gross inefficiency, willful and persistent violations of reasonable regulations of the Board, or for other good and just cause. Prior to suspension, the employee shall be verbally warned on the first occurrence and given a written reprimand on the second occurrence unless the Superintendent or his/her designee, as defined above, determines that the employee's action warrants immediate suspension. The Superintendent's or designee's action may be challenged through the grievance procedure by submitting the grievance directly to arbitration. None of the provisions contained herein shall preclude or eliminate the Board's ability to proceed to termination in accordance with Ohio

Revised Code 3319.16.

- 6.2402 Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Superintendent or administrator who has called the meeting of the right to representation of the employee's choosing under the provision of this Master Contract. Representation shall be afforded at all steps of this process.

6.25 HIRING OF RETIRED TEACHERS

- 6.2501 If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the condition set forth in this Article and only the conditions set for in this Article shall apply to the employment of these individuals.
- 6.2502 Rehired retired teachers working in the district prior to April 1, 2003 shall be protected at their current negotiated agreements and shall not be affected by the terms of this provision.
- 6.2503 The salary to be paid to the returning teacher shall be set between 0 years of service and ten (10) years of service through negotiation with the teacher. Placement shall be determined solely through negotiations between the Board and the individual and shall not be subject to ORC 3317 or any other section of the Ohio Revised Code.
- 6.2504 Teachers employed pursuant to this provision shall receive a one year limited contract and shall not be eligible to receive a continuing contract regardless of their years of service or license held.
- 6.2505 Each one year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with ORC 3319.111 or to take formal action to not re-employ the employee pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 6.2506 Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the parties.
- 6.2507 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article 6, Section 6.10.
- 6.2508 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- 6.2509 Subject to these provisions, re-employed teachers are part of the bargaining unit.

- 6.2510 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- 6.2511 Employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- 6.2512 Pursuant to the authority provided by ORC 4117.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11, ORC 3319.111; ORC 3319.141; ORC 3319.17; Chapter 3317; ORC, Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

6.26 MASTER TEACHERS COMMITTEE

- 6.2601 A Master Teacher Committee, separate from the LPDC, shall be established for the purpose of designating teachers in the building/district as a master teacher.
- 6.2602 The committee shall have an even number of members and shall be comprised of a majority of employees.
- 6.2603 The Master Teacher Committee members shall establish its Plan for Operation for the appropriate designation of a master teacher including but not limited to:
 - A. time, location and number of committee meetings;
 - B. application and review process;
 - C. training and dissemination of information about the law, the committee application and review process;
 - D. the appeal procedure.
- 6.2604 The term of office for the Master Teacher Committee members shall be staggered.
- 6.2605 Nothing in the Master Teacher Committee process shall have an adverse impact on the applicant/educator's performance evaluation as established in this agreement.
- 6.2606 As determined by the Master Teacher Committee, the Association Master Teacher Committee shall be provided ongoing training by the Board to ensure consistent application of the master teacher criteria.
- 6.2607 Four (4) teachers shall be paid \$500 apiece annually to serve on the Master Teacher Committee. The Association and the Board recognize that the full committee will have to meet and plan during the first year to establish the operations of the committee and as such they will be compensated for their work. However, once operation is undertaken, the committee shall schedule master teacher application reviewers based upon the number of teachers who are

applying for the Master Teacher designation. For example, in order to control stipend costs, if one teacher is up for review then a minimum number of teachers shall review the information submitted by that teacher.

- 6.2608 The committee shall be provided a secure space for storage, paper and supplies, and secretarial support.
- 6.2609 The committee shall determine its own appeals procedure. Such procedure is not subject to the grievance/arbitration procedure outlined in this agreement.

6.27 CREDIT FLEXIBILITY

Recognizing the need for Bethel Tate Local Schools to provide for Flexible Credit options for the students of the district, according to the requirements of H.B. 1, a supplemental contract shall be given to any and all teachers of record who are working with students to attain such flexible credit. Teachers who are working with said students will receive compensation of \$22.50 per hour per student for work beyond the school day. If the student decides to discontinue his/her study, the teacher will be paid for all work done up to the student's decision to discontinue.

6.28 MENTORING FOR RESIDENCY TEACHERS

- 6.2801 The Board shall provide mentors for all teachers required to participate in the residency program as provided for within H.B. 1 and new licensure regulations. Mentors shall be assigned to residency teachers based upon their area of licensure/certification. When possible, mentoring teachers shall work with teachers within the same building. Mentors shall be provided release time without loss of pay to observe the teachers(s) being mentored.
- 6.2802 Mentoring work shall be confidential to the individual employee. The knowledge secured from mentoring the teacher shall in no way be used to affect employment of the resident teacher. When a mentoring teacher signs any documentation about mentoring the employee it should only reflect that the mentoring teacher mentored the teacher.
- 6.2803 Professional development shall be provided to the mentors on the local level and mentors shall be afforded full participation in statewide mentor training. Mentors shall be compensated at seven hundred dollars (\$700.00) for year one; five hundred dollars (\$500) year two; three hundred dollars (\$300) year three; and two hundred dollars (\$200) year four.
- 6.2804 A mentor may not have more than two mentees per year. Payments per the above amounts shall be based on the number of members at the applicable year. The Superintendent may approve more than two mentees per year.

ARTICLE 7:
LEAVES OF ABSENCE

7.01 **SICK LEAVE**

- 7.0101 Teachers are granted one and one-quarter (1-1/4) days of sick leave for each completed month of service (15 days per year). There shall be no limit set on the number of sick leave days accumulated by any certificated personnel of the Board.
- 7.0102 A teacher may be absent from regular duties because of personal illness for a period not to exceed his/her total number of days of accumulated sick leave without loss of pay.
- A. Sick leave may be used because of illness of an emergency nature in the immediate family (see definition of "immediate family" below) and charged against accumulated sick leave on approval of the Superintendent.
- B. Sick leave may be used without loss of pay because of death in the immediate family and will be charged against accumulated sick leave on approval of the Superintendent.
- 7.0103 "Immediate family" shall include: husband, wife, children, father, mother, stepfather, stepmother, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, aunt and uncles, nieces and nephews.
- 7.0104 Teachers are required by law to furnish a satisfactory affidavit to justify the use of sick leave. The affidavit forms are available in the Board Treasurer's office or on the district intranet site.
- 7.0105 Any bargaining unit member who uses thirty (30) consecutive days from his/her accumulated sick leave shall furnish a physician's statement certifying the need for additional sick leave days. Upon receipt of the physician's statement, the Superintendent shall grant additional sick leave days.
- 7.0106 Sick Leave Bank
- A. A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the BTTA. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.
- B. A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The

committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the Association President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;
2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
3. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);
4. Monitoring of all usage of days from the Sick Leave Bank;
5. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

C. A member must meet all of the following requirements:

1. The member's personal sick leave accumulations must be exhausted;
2. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery of the member or his/her immediate family members, but shall not include use for normal pregnancy;
3. A physician must verify in writing the member's need to be off work.

D. Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. In order to withdraw days from the Sick Leave Bank the member must donate five (5) days per year. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability

retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

- E. Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one (1) day per person.
- F. All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

7.02 PERSONAL LEAVE

- 7.0201 The Superintendent or designee shall be granted authority to grant to any employee, up to three (3) unrestricted personal leave days per school year. Personal leave may be used in one-half (1/2) or one (1) full day increments. Such leave of absence shall be granted upon request, in writing, made at least two (2) days before the period of absence is to begin. In the event of unavoidable casualty, emergency, accident or other necessity, the written request period shall be waived. A teacher initially employed between January 1 and March 31 for the remainder of the school year is entitled to one (1) day of personal leave. Any teacher initially employed after March 31 shall not be entitled to personal leave for the balance of the school year.
- 7.0202 Unrestricted personal days may not be taken on teacher inservice day, work days and on scheduled parent teacher conferences except in cases of emergency. No more than fifteen percent (15%) per building of those requesting personal leave during the months of May and June on Mondays and Fridays and prior to or following any holiday or vacation will be approved, although each principal shall have the discretion to exceed that percent based upon substitute teacher availability. This ratio shall exclude long-term leaves of absence, professional development leave and sick leave.
- 7.0203 The employee shall not suffer any loss of salary for such absence. Such days shall not be deducted from the employee's accumulated sick leave. Such leave cannot be used for a purpose which would be chargeable to sick leave.
- 7.0204 Unused personal leave shall be rolled into the employee's sick leave accumulation.

7.03 CHILD CARE LEAVE

- 7.0301 If an employee desires to take child care leave, that teacher shall notify his/her building principal not later than three (3) months, except in emergency situations, before the date of anticipated child care leave of the date upon which that teacher plans to start child care leave and the anticipated date of return. In the event both parents work in the same school district, child care leave shall be limited to one (1) parent at a time.

- 7.0302 The total length of child care leave shall not exceed one (1) calendar year from the date that leave begins.
- 7.0303 A teacher granted child care leave shall be returned to the teacher's original position.
- 7.0304 Child care leave shall not extend the term of a teacher's contract.
- 7.0305 Child care leave is an unpaid leave of absence.

7.04 ADOPTION LEAVE

- 7.0401 Any teacher shall, upon request, receive an unpaid leave of absence for the adoption of a child.
- 7.0402 The total length of adoption leave shall not exceed one (1) calendar year from the date that leave begins.
- 7.0403 A teacher granted an adoption leave shall be returned to the teacher's original position.
- 7.0404 Adoption leave shall not extend the term of a teacher's contract.

7.05 FAMILY MEDICAL LEAVE

- 7.0501 The Board and all bargaining unit members shall fully comply with all provisions of the Family medical Leave Act.
- 7.0502 The Board shall continue to pay its share of the member's medical insurance premiums for the length of time required under the Family Leave Act (12 weeks).
- 7.0503 The member will be responsible for the payment of his/her share of medical insurance premiums. The payment of these premiums will be to the Board Treasurer and will be due on, or before, each regular pay day.
- 7.0504 Leave granted under the Family Medical Leave Act will run concurrent with any paid or unpaid leaves provided for in this Master Contract.

7.06 ASSAULT LEAVE

The Board shall, upon written request of a teacher and presentation of a doctor's statement, grant physical assault leave not to exceed ten (10) days to any teacher who is the victim of an assault in the performance of his/her duties. The Superintendent may grant additional days of assault leave. In order for an employee to be eligible to receive assault leave, the employee, if requested by the Superintendent, must file a written police report within seventy-two (72) hours after the Superintendent's request. In order to receive paid assault leave, the staff member must make a police report with the local law enforcement, provide a copy of the

police report to the Superintendent and work with the prosecutor to file charges against the offender(s).

7.07 ASSOCIATION LEAVE

7.0701 An unpaid leave of absence not to exceed one (1) year and to coincide with the school year shall be granted upon application of any bargaining unit member for the purpose of performing service or holding office in the Association, the Ohio Education Association, or the National Education Association. Not more than one (1) bargaining unit member in any given school year shall qualify. Upon returning to duty, the teacher shall be reinstated to his/her position at the time the leave was granted.

7.0702 The Association shall be granted up to seven (7) days per year for Association business such as OEA Representative Assemblies, participation in Board/Association arbitration hearings as witnesses or grievants, etc. Three (3) of the seven (7) days may roll over from year to year but accumulation shall not total more than ten (10) days in any given year.

Notice to the Superintendent shall be given pursuant to the process in Section 7.0201. Prior to the approval of leave under this provision, the Superintendent shall make the Association president aware of the request seeking input on its approval.

7.08 MILITARY LEAVE

Bargaining unit members who serve in any branch of the United States Armed Forces, National Guard or Reserves shall be granted leaves of absence consistent with State and Federal law.

7.09 SABBATICAL LEAVE

7.0901 Any bargaining unit member who has completed at least five (5) years as an employee of the Board may be granted an unpaid sabbatical leave of absence for professional improvement not to exceed two (2) school years. It is agreed that professional improvement for purposes of this article includes, but is not limited to, attendance at a post secondary education institution, independent research and study and travel.

7.0902 Application for sabbatical leave for professional improvement shall be made at least sixty (60) calendar days prior to the beginning of the requested leave which must coincide with the beginning of a school year. The application for the sabbatical leave shall be accompanied by an outline of the program of study or research to be pursued, or the proposals for professional improvement. Application for sabbatical leave which includes travel as an intent and purpose of the leave shall describe the intended enhancement of the curriculum by the member, and shall give reasons why such travel may not be accomplished when

schools are not in session and/or when the member is not on duty. The applicant must be notified by the Board of its disposition of his/her request within thirty (30) calendar days of their receipt of the request.

- 7.0903 A teacher granted sabbatical leave shall be returned to the teacher's original position.

7.10 MEDICAL LEAVE

7.1001 The Board shall, upon written request of the teacher, grant a leave of absence for a period of not more than two (2) consecutive school years when personal illness or other disability is the reason for the request. Upon return to duty, the teacher shall be reinstated to his/her position at the time leave was granted.

7.1002 Medical leave is an unpaid leave.

7.11 RIGHTS WHILE ON LEAVE

7.1101 The Board shall carry an employee on payroll records for the purpose of fringe benefit programs. The employee shall advance monthly premiums to the Board for said fringe benefits.

7.1102 A teacher who is on a continuing contract and is granted any leave shall not forfeit his/her status or right to a continuing contract.

7.1103 A teacher shall continue to accrue seniority and placement on the salary schedule.

7.1104 In the event a teacher applies for retirement credit with STRS, the employee shall reimburse the Board for any STRS contributions made by the Board on that teacher's behalf, except in the following cases:

- A. Military Leave
 - (1) Drafted into armed service of United States.
 - (2) Volunteered for active service in the armed service of the United States in time of national emergency or war.
- B. Sick Leave
- B. Assault Leave

**ARTICLE 8:
SALARY**

8.01 SALARY PAYMENTS AND DEDUCTIONS

8.0101 For the 2013/14 school year, salary payments shall be in twenty-six (26) equal

installments per the attached schedules due on alternate Fridays of each month. For the 2014/15 school year, salary payments shall be in twenty-five (25) equal installments per the attached and for the 2015/16 school year, payments shall be in twenty-four equal installments per the attached. Pay dates for the 25 and 24 equal installments shall be on the fifteenth (15th) and last day of each month.

Effective January 1, 2014, all salary payments shall be made to employees via electronic direct deposit with employees receiving email confirmation (electronic pay stubs).

Each payment shall have deductions for the following:

- A. Teacher's retirement (required);
- B. Federal, state and local income tax (required);
- C. Insurances*;
- D. Hospitalization*;
- E. Tax sheltered annuity, limited to five (5) companies*;
- F. Clermont County Credit Union*;
- G. Association Dues (required for members): Twenty-four (24) periods -equal monthly installments - sent directly to OEA Columbus. Said deduction shall be continuous unless revoked by the unit member in writing during the Month of August in any given year. Said written revocation shall be delivered to the Board Treasurer with a copy to the Association.

* Optional on a bi-monthly basis.

- 8.0102 When deductions for absence are made, they shall be on the basis of the annual salary divided by the number of days in the school year multiplied by the days of absence.
- 8.0103 Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives shall be equal to his/her annual salary divided by the number of days in the school year times the number of days of actual service.
- 8.0104 Extra duty pay beyond the normal contract day shall be paid at twenty-two dollars and fifty cents (\$22.50) per hour. This would include mandatory meetings, summer school and remedial/blitz teaching assignments. All meetings must be designated as voluntary or mandatory by the administration.
- 8.0105 Salary schedules for each year of the contract are attached with salaries increasing as follows: Two (2) percent on the base salary indexed throughout the schedule for the 2013/14 school year. Retroactive pay will be paid by December 20, 2013. For the 2014/15 school year the base will be increased by 1.75% indexed throughout the schedule, and for the 2015/16 school year the base shall be increased by 1.5% indexed throughout the schedule.

8.0106 Attendance Incentive

An attendance bonus shall be in effect as follows. The amounts are pro-rated for less than full time employees:

\$200 for perfect attendance
\$75 one day of absence

8.02 TEACHERS SALARY SCHEDULE & INDEX, EFFECTIVE 2013-2014

Yrs. Exp.	Non-Degree Increment .042		Bachelors Increment .047		150 Hours Increment .052		Masters Increment .057		M+15 Hrs. Increment .062	
0	0.953	30,873	1.000	32,395	1.047	33,918	1.1175	36,202	1.141	36,963
1	0.995	32,234	1.047	33,918	1.099	35,603	1.1745	38,048	1.203	38,972
2	1.037	33,594	1.094	35,441	1.151	37,287	1.2315	39,895	1.265	40,980
3	1.079	34,955	1.141	36,963	1.203	38,972	1.2885	41,741	1.327	42,989
4	1.121	36,315	1.188	38,486	1.255	40,656	1.3455	43,588	1.389	44,997
5	1.163	37,676	1.235	40,008	1.307	42,341	1.4025	45,434	1.451	47,006
6	1.205	39,036	1.282	41,531	1.359	44,025	1.4595	47,281	1.513	49,014
7	1.247	40,397	1.329	43,053	1.411	45,710	1.5165	49,128	1.575	51,023
8	1.289	41,758	1.376	44,576	1.463	47,394	1.5735	50,974	1.637	53,031
9	1.331	43,118	1.423	46,099	1.515	49,079	1.6305	52,821	1.699	55,040
10	1.373	44,479	1.470	47,621	1.567	50,763	1.6875	54,667	1.761	57,048
11	1.415	45,839	1.517	49,144	1.619	52,448	1.7445	56,514	1.823	59,057
12			1.564	50,666	1.671	54,133	1.8015	58,360	1.885	61,065
13			1.611	52,189	1.723	55,817	1.8585	60,207	1.947	63,074
14			1.658	53,711	1.775	57,502	1.9155	62,053	2.009	65,082
15			1.705	55,234	1.827	59,186	1.9725	63,900	2.071	67,091
20			1.752	56,757	1.879	60,871	2.0295	65,746	2.133	69,099
25			1.799	58,279	1.931	62,555	2.0865	67,593	2.195	71,108
27			1.846	59,802	1.983	64,240	2.1435	69,439	2.257	73,116

8.02 TEACHERS SALARY SCHEDULE & INDEX, EFFECTIVE 2014-2015

Yrs. Exp.	Non-Degree Increment .042		Bachelors Increment .047		150 Hours Increment .052		Masters Increment .057		M+15 Hrs. Increment .062	
0	0.953	31,413	1.000	32,962	1.047	34,512	1.1175	36,836	1.141	37,610
1	0.995	32,798	1.047	34,512	1.099	36,226	1.1745	38,714	1.203	39,654
2	1.037	34,182	1.094	36,061	1.151	37,940	1.2315	40,593	1.265	41,697
3	1.079	35,566	1.141	37,610	1.203	39,654	1.2885	42,472	1.327	43,741
4	1.121	36,951	1.188	39,159	1.255	41,368	1.3455	44,351	1.389	45,785
5	1.163	38,335	1.235	40,709	1.307	43,082	1.4025	46,230	1.451	47,828
6	1.205	39,720	1.282	42,258	1.359	44,796	1.4595	48,109	1.513	49,872
7	1.247	41,104	1.329	43,807	1.411	46,510	1.5165	49,987	1.575	51,916
8	1.289	42,489	1.376	45,356	1.463	48,224	1.5735	51,866	1.637	53,959
9	1.331	43,873	1.423	46,905	1.515	49,938	1.6305	53,745	1.699	56,003
10	1.373	45,257	1.470	48,455	1.567	51,652	1.6875	55,624	1.761	58,047
11	1.415	46,642	1.517	50,004	1.619	53,366	1.7445	57,503	1.823	60,090
12			1.564	51,553	1.671	55,080	1.8015	59,382	1.885	62,134
13			1.611	53,102	1.723	56,794	1.8585	61,260	1.947	64,178
14			1.658	54,651	1.775	58,508	1.9155	63,139	2.009	66,221
15			1.705	56,201	1.827	60,222	1.9725	65,018	2.071	68,265
20			1.752	57,750	1.879	61,936	2.0295	66,897	2.133	70,308
25			1.799	59,299	1.931	63,650	2.0865	68,776	2.195	72,352
27			1.846	60,848	1.983	65,364	2.1435	70,655	2.257	74,396

8.02 TEACHERS SALARY SCHEDULE & INDEX, EFFECTIVE 2015-2016

Yrs. Exp.	Non-Degree Increment .042		Bachelors Increment .047		150 Hours Increment .052		Masters Increment .057		M+15 Hrs. Increment .062	
0	0.953	31,885	1.000	33,457	1.047	35,030	1.1175	37,389	1.141	38,175
1	0.995	33,290	1.047	35,030	1.099	36,770	1.1745	39,296	1.203	40,249
2	1.037	34,695	1.094	36,602	1.151	38,510	1.2315	41,203	1.265	42,324
3	1.079	36,101	1.141	38,175	1.203	40,249	1.2885	43,110	1.327	44,398
4	1.121	37,506	1.188	39,747	1.255	41,989	1.3455	45,017	1.389	46,472
5	1.163	38,911	1.235	41,320	1.307	43,729	1.4025	46,924	1.451	48,547
6	1.205	40,316	1.282	42,892	1.359	45,469	1.4595	48,831	1.513	50,621
7	1.247	41,721	1.329	44,465	1.411	47,208	1.5165	50,738	1.575	52,695
8	1.289	43,127	1.376	46,037	1.463	48,948	1.5735	52,645	1.637	54,770
9	1.331	44,532	1.423	47,610	1.515	50,688	1.6305	54,552	1.699	56,844
10	1.373	45,937	1.470	49,182	1.567	52,428	1.6875	56,459	1.761	58,918
11	1.415	47,342	1.517	50,755	1.619	54,167	1.7445	58,366	1.823	60,993
12			1.564	52,327	1.671	55,907	1.8015	60,273	1.885	63,067
13			1.611	53,900	1.723	57,647	1.8585	62,180	1.947	65,141
14			1.658	55,472	1.775	59,387	1.9155	64,087	2.009	67,216
15			1.705	57,045	1.827	61,126	1.9725	65,994	2.071	69,290
20			1.752	58,617	1.879	62,866	2.0295	67,901	2.133	71,364
25			1.799	60,190	1.931	64,606	2.0865	69,809	2.195	73,439
27			1.846	61,762	1.983	66,346	2.1435	71,716	2.257	75,513

8.03 SUPPLEMENTAL SALARIES

8.0301 Supplemental Contracts

- A. Teachers who are authorized or required to perform duties in addition to their regular teaching duties, shall be given a supplemental written contract setting forth the duties and specifying the salary of same. Such supplemental written contracts shall be limited contracts for one (1) year.

- B. Supplemental contracts shall include the following information:
 - (1) Name of teacher;
 - (2) Name of school district;
 - (3) Length of contract;
 - (4) Statement of additional responsibilities and compensation to be provided for each;
 - (5) Basis by which compensation will be paid;
 - (6) Provision for signature and date of signing by the teacher.

8.0302 Method of Pay for Supplemental Salaries

- A. All percentages will be paid on the district base salary schedule (Bachelor's Degree, 0 experience). The supplemental schedule will change when the district salary schedule changes or when other changes are negotiated.

- B. All scholastic coaching experience (at any level) in a particular sport, whether acquired in this or other school systems, will be counted toward placement on the increment schedule. Coaching experience other than scholastic, such as in military service, YWCA, YMCA, independent leagues, youth leagues, etc. will not be transferable to a different sport.

- C. Before receiving a contract for the first time under the new schedule, a verification of previous experience will be needed for proper placement on the increment schedule.

- D. Extra duty pay shall be paid not later than two (2) pay periods after the submission of a timesheet by the employee. (Extra duty describes such work as proficiency test tutoring, summer trainings, Baldrige work, etc.)

- E. The supplemental salary schedules that the Board uses for years of experience percentages adopted on June 20, 1989 shall be added to the contract as Appendix "F."

8.0303 Supplemental Positions and Salaries

<u>Position</u>	<u>Percent of Base</u>
High School Student Council Advisor.....	6%
Middle School Student Council Advisor.....	6%
High School Yearbook	5%
Dance.....	3%
Flags	3%
Cheerleader Sponsor	
High School	7%
Middle School	5%
Football	
Varsity Head Coach.....	13%
Assistant Varsity Coach.....	9%
Middle School Coach.....	7%
Assistant Middle School Coach	5%
Cross Country Varsity Coach	8%
Cross Country Middle School	6%
Basketball	
Boys Varsity Head Coach.....	13%
Boys Assistant Varsity Coach.....	5%
Boys Reserve Coach.....	9%
Boys 8th Grade Coach	7%
Boys 7th Grade Coach	7%
Boys 9th Grade Coach	7%
Girls Varsity Head Coach	13%
Girls Assistant Varsity Coach	5%
Girls Reserve Coach	9%
Girls 8th Grade Coach.....	7%
Girls 7th Grade Coach.....	7%
Wrestling	
Varsity Head Coach.....	13%
Assistant Varsity Coach.....	9%
Middle School Coach.....	7%

8.0303 Supplemental Positions and Salaries

<u>Position</u>	<u>Percent of Base</u>
Baseball	
Head Coach.....	8%
Assistant Coach.....	6%
Golf Head Coach	8%
Tennis Head Coach.....	8%
Volleyball	
Head Coach.....	8%
Middle School Coach.....	6%
Reserve Coach.....	6%
Track	
Boys Varsity Head Coach.....	8%
Boys Middle School Coach.....	6%
Girls Varsity Head Coach	8%
Girls Middle School Coach	6%
Softball	
Girls Head Coach	8%
Reserve Coach.....	6%
Soccer	
Boys Head Coach.....	10%
Boys Assistant Coach.....	6%
Girls Head Coach	10%
Girls Assistant Coach	6%
Academic Advisor.....	6%
School Musical/Drama.....	4%
Musical/Drama Middle School	3%
National Honor Society	4%
Prom Advisor	4%
S.A.D.D. Advisor.....	4%
Stat.....	4%
Tiger Tails.....	4%
Weight Trainer.....	4%

8.0303 Supplemental Positions and Salaries

<u>Position</u>	<u>Percent of Base</u>
Middle School Yearbook.....	4%
Primary School Yearbook.....	4%
Intermediate Yearbook.....	4%
Intermediate/Middle School Environmental Club.....	3%
Faculty Manager.....	\$1,500
Site Supervisors.....	\$500
LPDC Committee Members.....	\$500
Detention Pay.....	\$15/hour

8.0304 A supplemental review committee shall be formed for the purposes of looking at supplemental positions, elimination of positions, creation of new positions, creating job descriptions, and controlling supplemental costs. The supplemental review committee will be comprised of an equal number of Association members and administrators with the Association members being appointed by the Association president in compliance with the Association's Constitution and Bylaws. The supplemental review committee shall report its findings to the negotiations teams of the parties prior to the start of contract negotiations. Any changes or revisions that result from the committee's recommendations shall be discussed at negotiations.

8.04 SEVERANCE PAY

Upon retirement from the system and after having worked ten (10) years in the Bethel-Tate System, a certificated employee shall be paid one-fourth (1/4) of his/her accumulated but unused sick leave up to a maximum of fifty (50) days.

8.05 STATE TEACHERS RETIREMENT SYSTEM "PICK-UP"

8.0501 The Board herewith agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

- A. The amount to be picked-up on behalf of each employee shall be the total employee's contribution to the STRS based upon the employee's total annual compensation.
- B. The pick-up shall apply uniformly to all members of the bargaining unit.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

D. The pick-up shall apply to all compensation including supplemental earnings.

8.0502 The Association agrees on behalf of its members that the consequences of any adverse ruling by the Internal Revenue Service or by a court of law holding that said contributions are not in the form of a salary reduction shall be the responsibility of the member and not the responsibility of the Board.

8.06 INCENTIVE SEVERANCE PAY

8.0601 In the event an employee, with a minimum of ten (10) years of service with the district resigns his/her employment with the Board for retirement purposes effective the end of work year that he/she first becomes eligible, or anyone otherwise eligible by June 30, 2010 with a minimum of ten (10) years of service, to retire through the State Teachers Retirement System, he/she shall receive one-fourth ($\frac{1}{4}$) of his/her accumulated but unused sick leave up to a maximum of eighty (80) days. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement excluding supplemental salaries. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay pursuant to Section 8.04 of this Master Contract upon retirement.

8.0602 Payment pursuant to this provision shall be made as follows:

- A. Lump sum payment of one-third ($\frac{1}{3}$) of the total days to be paid in July following retirement.
- B. Any balance to be paid in two (2) equal installments, the first payment shall be made the following January, with the second payment the subsequent January.
- C. In the event an employee requests that this benefit be paid in one (1) payment, the Board may do so at its sole discretion.

8.0603 Qualifications for retirement under STRS are as follows:

- A. Five (5) years of service at sixty (60) years of age.
- B. Twenty-five (25) years of service at fifty-five (55) years of age.
- C. Thirty (30) years of service at any age.

8.0604 In the event this option is used, the teacher shall forfeit the severance package under Section 8.04.

8.07 **TUITION REIMBURSEMENT**
Effective January 1, 2014

8.0701 The Board shall agree to commit an amount of at least twenty-five thousand dollars (\$25,000) annually to be utilized for college course tuition reimbursement. Any overages will not be rolled over from year to year.

A teacher must complete three years of service at Bethel before he/she is eligible to take classes that are subject to reimbursement.

8.0702 A teacher shall be reimbursed up to one thousand dollars (\$1,000) per year for course work taken from July 1 to June 30 on a graduate or post baccalaureate level. The course work must be with an accredited college or university and must be approved by the Superintendent prior to teacher attendance to be eligible for reimbursement. An employee requesting tuition reimbursement shall submit the attached form for approval. The Superintendent shall review the form and return it to the member within ten (10) days. (Appendix "G")

The course work must be in one of the following:

- A. The teacher's field of certification/license.
- B. Course work to maintain/upgrade certification/license.
- C. In the field of education or technology.
- D. In other course work areas as approved in advance by the Superintendent.

8.0703 The teacher must request reimbursement pursuant to this provision within forty-five (45) days after the university/college presents its grades and within said time frame must present proof of earned credit of a grade B or better (pass in a pass/fail course) in order to receive reimbursement. Grades/transcripts must be submitted no later than June 30th in order to receive reimbursement on July 15th.

Reimbursement shall be paid on a pro-rata basis annually on July 15th, the amount of twenty-five thousand dollars (\$25,000) shall be divided equally among those teachers eligible to receive reimbursement, with the exception that no teacher shall receive more than one thousand dollars (\$1,000) annually in tuition reimbursement.

ARTICLE 9:
FRINGE BENEFITS

9.01 **HOSPITALIZATION AND SURGICAL INSURANCE**

9.0101 The Board shall provide the Clermont County Insurance Consortium plan or its equivalent for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications which are in effect at the ratification of this Master Contract and which are listed below. The Board shall pay eighty-three percent (83%) of the cost of a single plan, and eighty-three percent (83%) of the cost of a family plan.

- 9.0102 If a husband and wife are both employed by the Board or by a school district within the consortium, the Board shall be obligated to provide only one (1) family health insurance plan or two (2) single plans at one hundred percent (100%) contribution.
- 9.0103 If the Clermont County Insurance Consortium ceases to exist during the term of this Master Contract, the Board shall purchase a plan from an insurance carrier licensed by the State of Ohio that shall be equal to or greater than the existing coverage. The same contribution ratios shall apply and the Board shall present the proposed plan to the Association at least thirty (30) days prior to its implementation.
- 9.0104 In the event the primary carrier of the insurance ceases to be eligible for hospitalization, surgical and major medical insurance, the Bethel-Tate School District employed spouse shall have the right to continue uninterrupted coverage. If industry standards allowing for uninterrupted coverage change, a district ad hoc insurance committee will meet to discuss and review these changes. The committee shall be comprised of three (3) members selected by the Association and three (3) members selected by the Superintendent.
- 9.0105 A district insurance committee shall be established to look at the insurance costs, trends, and to discuss any changes that may be recommended by the Clermont County Insurance Consortium. The President of the Association shall appoint one representative per building to the committee, in compliance with the Association's Constitution and Bylaws, with an equal number of administrators appointed by the Superintendent serving.

9.02 GROUP LIFE INSURANCE

- 9.0201 The Board shall pay one hundred percent (100%) of the premium of a group term life insurance plan amount up to forty thousand dollars (\$40,000) including accidental death and dismemberment coverage through a carrier licensed in the State of Ohio for each member of the certified staff.
- 9.0202 If the Board changes carriers during the term of this Master Contract, such insurance coverage shall be equal to or greater than the existing coverage and the Board shall present the proposed change to the Association at least thirty (30) days prior to its inception.

9.03 GROUP DENTAL INSURANCE

- 9.0301 A plan providing group dental insurance shall be offered for each certificated employee of the district. The Board will pay ninety-four percent (94%) of the premium per year and shall be family or single coverage at the employee's option.
- 9.0302 If the Board changes carriers during the term of this Master Contract, such insurance coverage shall be equal to or greater than the existing coverage and the Board shall present the proposed change to the Association at least thirty

(30) days prior to its inception.

9.0303 The Board shall direct the Superintendent and Treasurer to work through the Clermont County Insurance Consortium to improve the orthodontia benefits.

9.04 PREMIUM CONVERSION PLAN

A premium conversion plan shall be offered to employees to allow for health insurance contributions to be deducted from pay before taxes.

9.05 FRINGE BENEFITS FOR PART-TIME EMPLOYEES

The Board will pay fifty-five percent (55%) of the cost for the fringe benefits listed above for staff members who work four (4) hours or less per day for the regular school year of one hundred eighty-four (184) days.

9.06 TUITION-FREE ATTENDANCE

Any teacher's child shall be permitted to attend Bethel-Tate Local Schools tuition-free for the duration of the teacher's employment.

**ARTICLE 10:
CONCLUSION**

10.01 REOPENERS

10.0101 The reopener for a successor agreement shall be requested sixty (60) days prior to the expiration of the agreement.

10.0102 In the event an agreement cannot be negotiated, the parties shall utilize the disagreement procedure set forth herein. If the disagreement procedure does not result in an agreement, the Association shall have the right to utilize the provisions of 4117.17(D)(2) of the Ohio Revised Code.

10.02 AMENDMENT PROCEDURE

If either party desires to amend this Master Contract or any part or portion thereof, such amendment shall be proposed according to the procedures set forth in Article 3 of this Master Contract.

10.03 PROVISIONS CONTRARY TO LAW

If any provision of this document or any application of the document to any certificated person(s) shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in

full force. The parties agree to commence negotiations within thirty (30) days of the notification of an item being contrary to law.

10.04 COMPLETE AGREEMENT

The sole and complete agreement between the parties hereto supersedes and controls over all prior agreements written or oral. The parties acknowledge that during the negotiations which resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding of that right and opportunity are set forth in this agreement.

10.05 DURATION

This Master Contract shall remain in effect for a three (3) year period beginning April 1, 2013 and ending March 31, 2016. In witness thereof, the following representatives do affix their signatures:

For the
**BETHEL-TATE TEACHERS
ASSOCIATION/OEA/NEA**

For the
**BETHEL-TATE LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**



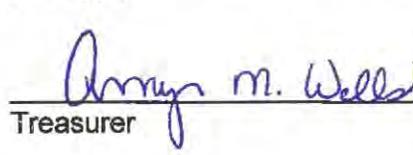
President



President



Treasurer



Treasurer

Date 2-11-14

Date 11/18/13

APPENDIX "A"
BETHEL-TATE LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Grievance No. _____

(To be filed in triplicate)

Name of Aggrieved

Assignment

Building

Date Filed

LEVEL ONE
INFORMAL DISCUSSION WITH IMMEDIATE SUPERVISOR

Signature of Supervisor

Date

Signature of Aggrieved

Date

LEVEL TWO
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature of Aggrieved

Date

C. Disposition by Supervisor _____

Signature of Supervisor

Date

LEVEL THREE
(Submitted to Superintendent)

D. Position of Aggrieved/ or Association _____

Signature of Aggrieved or Association

Date

E. Disposition of Superintendent or Designee _____

Signature of Superintendent

Date

APPENDIX "B"

**Bethel-Tate Local Schools
Teacher Observation Instrument**

Teacher: _____ Date: _____ School: _____

Subject: _____ Starting Time: _____ Ending Time: _____

Performance Ratings:

U: Unsatisfactory NI: Needs Improvement S: Satisfactory E: Excellent Not Obs: Not Observed

**Performance ratings are determined by using a rubric.*

**A rating of unsatisfactory or needs improvement requires the evaluator to comment specifically on the performance, including suggestions for improvement.*

Domain B: Classroom Environment

B1: Creating a climate that promotes fairness.	Rating:
Comments:	
B2: Establishing and maintaining rapport with students.	Rating:
Comments:	
B3: Communicating challenging learning expectations to each student.	Rating:
Comments:	
B4: Establishing and maintaining consistent standards of classroom behavior.	Rating:
Comments:	
B5: Making the physical environment as safe and conducive to learning as possible.	Rating:
Comments:	

Domain C: Instruction

C1: Making learning goals and instructional procedures clear to students.	Rating:
Comments:	
C2: Making content comprehensible to students.	Rating:
Comments:	
C3: Encouraging students to extend their thinking.	Rating:
Comments:	
C4: Monitoring understanding, providing feedback, and adjusting learning activities as the situation demands.	Rating:
Comments:	
C5: Using instructional time effectively.	Rating:
Comments:	

Overall Performance:	Rating:
Comments:	

Observer's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

*Signature of the appraisee does not imply that he/she agrees with the rating given. It only indicates that the appraisee has reviewed this observation.

BETHEL-TATE TEACHERS ASSOCIATION
Master Contract - Effective April 1, 2013 through March 31, 2016

**Bethel-Tate Local Schools
Summative Evaluation Instrument**

Name: _____ School: _____ Grade Level/Subject: _____ School Year: _____

**Rate the teacher's performance in the following areas:*

**A rating of unsatisfactory or needs improvement requires the evaluator to comment specifically on the performance, including suggestions for improvement.*

U: Unsatisfactory

NI: Needs Improvement

S: Satisfactory

E: Excellent

Not Obs: Not Observed

Domain A – Organizing Content Knowledge for Student Learning	Rating	Domain B – Creating an Environment for Student Learning	Rating
A1: Becoming familiar with the relevant aspects of students' background knowledge and experiences.		B1: Creating a climate that promotes fairness.	
A2: Articulating clear learning goals for the lesson that are appropriate for the students.		B2: Establishing and maintaining rapport with students.	
A3: Demonstrating an understanding of the connection between the content that was learned previously, the current content, and the content that remains to be learned in the future.		B3: Communicating challenging learning expectations to each student.	
A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson.		B4: Establishing and maintaining consistent standards of classroom behavior.	
A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.		B5: Making the physical environment as safe and conducive to learning as possible.	
Domain D – Teacher Professionalism	Rating	Domain C – Teaching for Student Learning	Rating
D1: Reflecting on the extent to which the learning goals were met.		C1: Making learning goals and instructional procedures clear to students.	
D2: Demonstrating a sense of efficacy.		C2: Making content comprehensible	
D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.		C3: Encouraging students to extend their thinking.	
D4: Communicating with parents or guardians about student learning.		C4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.	
D5: Teacher is growing and developing professionally.		C5: Using instructional time wisely.	
D6: Teacher is prompt and accurate with reports.			

**Bethel-Tate Local Schools
Summative Evaluation Instrument**

Evaluator's Name: _____ Appraiser's Name: _____

Recommendations/Commendations of Evaluator

Attendance as of _____ : Sick Days _____ Personal Days _____ Professional Days _____

Recommendation for Re-Employment _____ Yes _____ No

Evaluator's Signature: _____ Date: _____

Appraiser's Signature _____ Date: _____

**Signature of appraiser does not imply that he/she agrees with the rating or recommendations. It only indicates that appraiser has reviewed the evaluation. Please check if rebuttal is attached. _____*

BETHEL-TATE TEACHERS ASSOCIATION
Master Contract - Effective April 1, 2013 through March 31, 2016

Bethel-Tate Local Schools Domain A Rubric				
	Unsatisfactory	Needs Improvement	Satisfactory	Excellent
A1: Becoming familiar with the relevant aspects of students' background knowledge and experiences.	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills or interests and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates sufficient knowledge of students' background, skills, and interests, and uses this knowledge to plan for groups of students. Describe one procedure used to obtain this information	Teacher demonstrates thorough knowledge of students' background, skills, and interests, and uses this knowledge to plan for individual student learning. Describe several procedures used to obtain this information.
A2: Articulating clear learning goals for the lesson that is appropriate for the students.	Teacher goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher goals are of moderate value or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher goals represent valuable learning relating to standards and are suitable for most students in the class. The teacher meets needs of individual students and uses viable methods of assessment.	Teacher goals reflect high-level learning relating to standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment. The lesson reflects opportunities for integration.
A3: Demonstrating an understanding of the connection between the content that was previously taught, the current content, and the content that remains to be learned in the future.	The teacher does not explain how the content of this lesson relates to the content of previous or future lessons.	The teacher attempts yet fails to clearly articulate how the content of this lesson relates to the content of previous or future lessons.	The teacher accurately explains how the content of this lesson relates to the content of previous or future lessons.	The teacher accurately explains how the content of this lesson relates to the content of previous or future lessons and how the content of this lesson fits within the structure of the discipline.
A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson.	The various elements of the instructional design do not support the stated instructional goals or engage students in meaningful learning and the lesson or unit has no defined structure.	Some of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning while others do not. The teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning. The lesson or unit is developmentally appropriate and has a clearly defined structure.	All of the elements of instructional design support the stated instructional goals and engage students in meaningful learning. Teacher's lesson or unit is developmentally appropriate, highly coherent, and has a clear structure.
A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. There is no demonstrated plan to use the assessment results in designing future instruction.	Teacher plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear to students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher plans for student assessment are aligned with the instructional goals with clear assessment criteria and standards for students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher plans for student assessment are fully aligned with the instructional goals, containing clear assessment criteria and standards for students. Students are given the opportunity to monitor their own progress in achieving the goals. Teacher consistently uses the assessment to plan for groups of students and individuals.

BETHEL-TATE TEACHERS ASSOCIATION
Master Contract - Effective April 1, 2013 through March 31, 2016

Bethel-Tate Local Schools Domain B Rubric				
	Unsatisfactory	Needs Improvement	Satisfactory	Excellent
B1: Creating a climate that promotes fairness.	The teacher is unfair in treatment of students and/or tolerates unfair behavior among students.	The teacher is inconsistent in treatment of students and/or tolerates unfair behavior among students.	The teacher is fair in the treatment of students and does not accept unfair behavior among students.	The teacher is fair in the treatment of students and actively encourages fairness among students.
B2: Establishing and maintaining rapport with students.	The teacher does not attempt to establish rapport with students, or attempts are inappropriate based upon students' developmental needs or diverse backgrounds.	The teacher occasionally attempts to establish a rapport with students in ways appropriate to students' developmental needs or diverse backgrounds.	Most of the time the teacher establishes a basic level of rapport with the students in ways appropriate to students' developmental needs or diverse background.	The teacher has established rapport in ways that are appropriate to students' developmental needs or diverse backgrounds.
B3: Communicating challenging learning expectations to each student.	The teacher communicates low expectations for students or indicates in some way that they are incapable of learning the material.	The teacher sometimes communicates low expectations, indicating that students may have difficulty learning the material.	Most of the time, the teacher encourages students to meet learning expectations and gives them feedback that they are capable of learning the material.	The teacher actively encourages students to meet or exceed challenging expectations and gives feedback that they are capable learners.
B4: Establishing and maintaining consistent standards of classroom behavior.	The teacher makes inconsistent attempts to respond to disruptive behavior and/or may respond to it in a way that shows disrespect for students.	The teacher generally attempts to respond to disruptive behavior, demonstrating respect for students.	The teacher responds appropriately to disruptive behavior in ways that are respectful to students. Due to effective behavior management, students are usually well behaved.	The teacher consistently responds to any disruptive behavior, while demonstrating respect for students. Due to effective behavior management, students rarely, if ever, demonstrate problematic behavior.
B5: Making the physical environment as safe and conducive to learning as possible.	The teacher demonstrates no awareness of students' needs relative to the physical environment and/or allows it to interfere with learning.	The teacher sometimes demonstrates an awareness of students' needs relative to the physical environment and creates an environment which does not interfere with learning.	The teacher creates a physical environment that is appropriate for students' needs and supports learning goals.	The teacher makes a conscious effort to use the physical environment as a resource for accommodating all students' learning needs and/or effectively adjusting it for individual student's needs.

Bethel-Tate Local Schools				
Domain C Rubric				
	Unsatisfactory	Needs Improvement	Satisfactory	Excellent
C1: Making learning goals and instructional procedures clear to students.	Information provided by the teacher before and/or during the lesson regarding objectives and/or procedures is either absent, confusing, or inaccurate	The teacher provides students with a limited amount of information about learning goals and/or instructional procedures before and during the lesson.	Information provided by the teacher regarding objectives and/or procedures is accurate and complete. Most students appear to understand and are able to carry out procedures	Information at the beginning and during the lesson regarding objectives and/or procedures is accurate and complete. All students are able to demonstrate understanding of objectives and carry out procedures.
C2: Making content comprehensible to students	Some of the lesson content is incomprehensible and/or there are some inaccuracies.	Lesson content is accurate and comprehensible, but delivered with some lack of coherence.	Lesson content is accurate, comprehensible, and delivered with a logical, coherent structure.	Lesson content is accurate and all students demonstrate comprehension. Delivery is coherent and logically structured.
C3: Encouraging students to extend their thinking.	The teacher discourages students from thinking independently, creatively, or critically.	The teacher accepts independent, creative, or critical thinking but does not structure the lesson in ways that encourage it.	The teacher offers encouragement for thinking independently, creatively, or critically relative to lesson content but does not plan for its occurrence.	The teacher purposefully designs lesson activities and/or uses teaching strategies designed to encourage students to think independently, creatively, or critically relative to lesson content.
C4: Monitoring understanding, providing feedback, and adjusting learning activities as the situation demands.	The teacher makes little or no attempt to determine whether students are understanding and gives no feedback.	The teacher does some individual monitoring of student understanding and gives limited appropriate feedback and assistance.	The teacher monitors individual student understanding of lesson content, giving thoughtful feedback and assistance tailored to students' needs.	The teacher monitors group and individual understanding throughout the entire lesson and makes appropriate instructional adjustments as needed. Students receive substantive and ongoing feedback.
C5: Using instructional time effectively.	Substantial amounts of time are spent on meaningless or non-instructional procedural activities, and/or pacing is inappropriate so students are off task.	Some time is spent on procedural matters or on activities which are not relative to the lesson's focus and pacing enables student's to periodically become disengaged.	The lesson is planned, established routines eliminate wasted time, and students are engaged in meaningful work throughout most of the lesson.	Instructional time is spent on activities of instructional value for the entire time. It is well paced and efficiently run, so if non-instructional interruptions occur, instruction is efficiently resumed.

Bethel-Tate Local Schools				
Domain D Rubric				
	Unsatisfactory	Needs Improvement	Satisfactory	Excellent
D1: Reflecting on the extent to which the learning goals were met.	Teacher does not reflect accurately on the strengths and weaknesses of the learning goals.	Teacher reflections on the strengths and weaknesses of the learning goals are generally accurate and teacher makes general observations as to how it might be improved.	Teacher reflections on the strengths and weaknesses of the learning goals are accurate. Teacher cites general characteristics, and makes some specific suggestions about how it might be improved.	Teacher reflections on the strengths and weaknesses of the learning goals are highly accurate and perceptive. Citing specific examples, teacher draws on an extensive repertoire to suggest alternative strategies.
D2: Demonstrating a sense of efficacy.	Teacher makes no attempt to find ways to help students who are not meeting the learning goals.	Teacher attempts to find ways to help specific students who are not meeting the learning goals, but cannot suggest any specific, practical actions that he or she has not already tried.	Teacher suggests specific, practical actions that he/she intends to take to help specific learning needs of students who are not meeting the learning goals.	Teacher implements specific, practical actions that help specific learning needs of students who are not meeting the learning goals. As a result of teacher actions, students meet learning goals.
D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.	Teacher demonstrates no knowledge of resources available through colleagues in the school or district. Teacher does not collaborate in the development or resources and/or team building activities.	Teacher demonstrates knowledge of resources but rarely consults with colleagues on matters related to learning and instruction.	The teacher demonstrates knowledge of resources and consults with colleagues on matters related to learning and instruction.	Teacher collaborates with colleagues to coordinate learning activities or to address other concerns related to teaching.
D4: Communicating with parents or guardians about student learning.	Teacher does not comply with school procedures for communicating with families, provides little or no information to families and makes no attempt to engage them in the instruction program.	Teacher complies with school procedures for communicating with families, responds to family-initiated contacts, and makes an effort to engage families in the instruction program.	Teacher complies with school procedures for communicating with families, initiates family contacts, and makes a significant effort to engage families in the instructional program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional program.
D5: Growing and developing professionally.	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher avoids participation in professional development activities required by the district.	Teacher participation in professional development activities is limited to those required by the school district.	Teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skill, and shares this knowledge.

APPENDIX "C"

BETHEL-TATE LOCAL SCHOOL DISTRICT

SICK LEAVE BANK DONATION FORM

The Board of Education and the Bethel-Tate Local School District (BTTA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the BTTA. Between September 1 and October 1 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave will occur and appear on the pay stub by the second pay in October.

Information regarding how the Sick Leave Bank will be managed and how requests will be processed are on Appendix D. Please review this information carefully. Leave donations cannot be refunded to your account. This donation is for the current school year only.

Employees that decide to participate should complete the form below and return it to the Treasurer's office no later than October 1.

I have read the above information and agree to donate _____ days to the Sick Leave Bank.

Date

Employee (please print)

Signature

APPENDIX "D"
BETHEL-TATE LOCAL SCHOOL DISTRICT
ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee will consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the BTTA President. The duties of the Oversight Committee shall include the following:

- A. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.
- B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.
- C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)
- D. Monitoring of all usage of days from the Sick Leave Bank.
- E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet all of the following requirements:

- A. The member's personal sick leave accumulations must be exhausted.
- B. The need for additional sick leave must be based upon illness, injury, and/or surgery, but shall not include use for normal pregnancy.
- C. A physician must verify, in writing, the member's need to be off work.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

APPENDIX "E"

BETHEL-TATE LOCAL SCHOOL DISTRICT

SICK LEAVE BANK DISTRIBUTION
REQUEST FORM

Name _____

I am requesting _____ numbers of days from the Sick Leave Bank.

Estimated duration of illness _____

Explanation of illness:

_____ Attached is my physician's statement regarding this illness.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement, and was advanced _____ days of my unearned sick leave. This advance is in lieu of the one and one-quarter (1¼) days of sick leave accrued for each month of service.

Signed _____ Date _____

Social Security # _____ / _____ / _____

TO: TREASURER/PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Oversight Committee to borrow

_____ days from the Sick Leave Bank.

Signed _____
(Representative, Sick Leave Bank Committee)

Date _____

APPENDIX "F"

BETHEL-TATE LOCAL SCHOOL DISTRICT

**Supplemental Salary Schedule
Adopted June 20, 1989
Effective July 1, 2013 (school year 2013-2014)**

Years Experience	0	1	2	3	4	5	10	15
13.00%	4,211.35	4,411.35	4,611.35	4,811.35	5,011.35	5,211.35	5,411.35	5,611.35
11.00%	3,563.45	3,763.45	3,863.45	4,063.45	4,163.45	4,363.45	4,463.45	4,663.45
10.00%	3,239.50	3,339.50	3,439.50	3,539.50	3,639.50	3,739.50	3,839.50	3,939.50
9.00%	2,915.55	3,015.55	3,115.55	3,215.55	3,315.55	3,415.55	3,515.55	3,615.55
8.00%	2,591.60	2,691.60	2,791.60	2,891.60	2,991.60	3,091.60	3,191.60	3,291.60
7.00%	2,267.65	2,367.65	2,467.65	2,567.65	2,667.65	2,767.65	2,867.65	2,967.65
6.00%	1,943.70	2,043.70	2,143.70	2,243.70	2,343.70	2,443.70	2,543.70	2,643.70
5.00%	1,619.75	1,719.75	1,819.75	1,919.75	2,019.75	2,119.75	2,219.75	2,319.75
4.00%	1,295.80	1,395.80	1,495.80	1,595.80	1,695.80	1,795.80	1,895.80	1,995.80
3.00%	971.85	1,071.85	1,171.85	1,271.85	1,371.85	1,471.85	1,571.85	1,671.85

Base:
32,395

APPENDIX "F"

BETHEL-TATE LOCAL SCHOOL DISTRICT

**Supplemental Salary Schedule
Adopted June 20, 1989
Effective July 1, 2014 (school year 2014-2015)**

Years Experience	0	1	2	3	4	5	10	15
13.00%	4,285.06	4,485.06	4,685.06	4,885.06	5,085.06	5,285.06	5,485.06	5,685.06
11.00%	3,625.82	3,825.82	3,925.82	4,125.82	4,225.82	4,425.82	4,525.82	4,725.82
10.00%	3,296.20	3,396.20	3,496.20	3,596.20	3,696.20	3,796.20	3,896.20	3,996.20
9.00%	2,966.58	3,066.58	3,166.58	3,266.58	3,366.58	3,466.58	3,566.58	3,666.58
8.00%	2,636.96	2,736.96	2,836.96	2,936.96	3,036.96	3,136.96	3,236.96	3,336.96
7.00%	2,307.34	2,407.34	2,507.34	2,607.34	2,707.34	2,807.34	2,907.34	3,007.34
6.00%	1,977.72	2,077.72	2,177.72	2,277.72	2,377.72	2,477.72	2,577.72	2,677.72
5.00%	1,648.10	1,748.10	1,848.10	1,948.10	2,048.10	2,148.10	2,248.10	2,348.10
4.00%	1,318.48	1,418.48	1,518.48	1,618.48	1,718.48	1,818.48	1,918.48	2,018.48
3.00%	988.86	1,088.86	1,188.86	1,288.86	1,388.86	1,488.86	1,588.86	1,688.86

Base:
32,962

APPENDIX "F"

BETHEL-TATE LOCAL SCHOOL DISTRICT

**Supplemental Salary Schedule
Adopted June 20, 1989
Effective July 1, 2015 (school year 2015-2016)**

Years Experience	0	1	2	3	4	5	10	15
13.00%	4,349.41	4,549.41	4,749.41	4,949.41	5,149.41	5,349.41	5,549.41	5,749.41
11.00%	3,680.27	3,880.27	3,980.27	4,180.27	4,280.27	4,480.27	4,580.27	4,780.27
10.00%	3,345.70	3,445.70	3,545.70	3,645.70	3,745.70	3,845.70	3,945.70	4,045.70
9.00%	3,011.13	3,111.13	3,211.13	3,311.13	3,411.13	3,511.13	3,611.13	3,711.13
8.00%	2,676.56	2,776.56	2,876.56	2,976.56	3,076.56	3,176.56	3,276.56	3,376.56
7.00%	2,341.99	2,441.99	2,541.99	2,641.99	2,741.99	2,841.99	2,941.99	3,041.99
6.00%	2,007.42	2,107.42	2,207.42	2,307.42	2,407.42	2,507.42	2,607.42	2,707.42
5.00%	1,672.85	1,772.85	1,872.85	1,972.85	2,072.85	2,172.85	2,272.85	2,372.85
4.00%	1,338.28	1,438.28	1,538.28	1,638.28	1,738.28	1,838.28	1,938.28	2,038.28
3.00%	1,003.71	1,103.71	1,203.71	1,303.71	1,403.71	1,503.71	1,603.71	1,703.71

Base:
33,457

APPENDIX "G"

**BETHEL-TATE LOCAL SCHOOL DISTRICT
TUITION REIMBURSEMENT REQUEST FORM**

Staff Member: _____ Date: _____

I am hereby requesting tuition reimbursement in accordance with the Tuition Reimbursement Program (Per Master Contract, Article 8.07) for the following course(s):

Course Name: _____

University/College: _____

Course Description _____

Number of Semester Hours (Graduate or Post Baccalaureate Only): _____

Cost per Semester Hour: _____

(NOTE: The course work must be in the teacher's field of licensure/certification; to maintain/upgrade license/certification; in the field of education/technology; in other course work areas as approved in advance by the Superintendent. Transcripts/grades must be submitted no later than _____ in order to receive reimbursement on _____).

_____ Approved _____ Denied

Superintendent Signature

Date

Submit reimbursement form with all copies attached. Canary copy will be returned when approved by the Superintendent. Upon completion of course work, submit verification of credits in the form of a grade report, transcript, letter from registrar, to the Superintendent's Office.

<p>Office Use Only</p> <p>Date Verification Received: _____</p> <p>Approved for Payment: _____</p> <p style="text-align: center;">Superintendent Signature</p>
--

White – Superintendent **Canary** – Staff Member Final Copy **Pink** – Treasurer **Goldenrod** – Staff Member Initial Request



OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President
Scott W. DiMauro, Vice President
Tim Myers, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

February 19, 2014

SERB

Research@serb.state.oh.us

RE: Bethel-Tate Teachers Association
-and-
Bethel-Tate Local School District
Case No. 2013-MED-02-0093

Please be advised that the Bethel-Tate Teachers Association/ OEA / NEA, and the Bethel-Tate Local School District Board of Education have successfully completed negotiations for their Master Contract, effective April 1, 2013 through March 31, 2016.

The filing of this Agreement concludes negotiations in the above-referenced case. Attached are one (1) Master Contract and one (1) Memorandum of Understanding entered into by the Bethel-Tate Local School District Board of Education and the Bethel-Tate Teachers Association. Please return a copy of this cover letter time-stamped to our office via e-mail to Mary Ann Walkenhorst at walkenho@ohea.org.

Thank you for your assistance.

Sincerely,

Robin L. Busby
Labor Relations Consultant

RLB/maw

Attachments:

Master Contract between the Bethel-Tate Local School District Board of Education and the Bethel-Tate Education Association

Memorandum of Understanding entered into by the Bethel-Tate Teachers Association and the Bethel-Tate Local School District Board of Education re a new evaluation procedure

C: Tom McOwen, President BTTA (w/o encl.)
Melissa Kircher, Superintendent (w/o encl.)
William Deters, Board Attorney

