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**AGREEMENT
BETWEEN THE
BELPRE EDUCATION
ASSOCIATION**

AND

**BELPRE CITY SCHOOLS
BOARD OF EDUCATION**

JULY 1, 2014 – JUNE 30, 2017

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ARTICLE 1 RECOGNITION AGREEMENT

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

ARTICLE 2 NEGOTIATIONS PROCEDURE

- 2.01 Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures established by the aforementioned statute.

- 2.02 Either the Association or the Board may initiate negotiations by submitting a written notice to negotiate no earlier than one hundred twenty (120) days or later than sixty (60) days prior to the expiration of the contract. Within fifteen (15) days of receipt of said letter, the parties shall hold their first negotiating session. At this initial meeting date each party shall submit in writing all issues being proposed for negotiation. All proposals shall be in written format that indicates the proposed contractual changes. No additional issues shall be submitted by either party following this initial meeting unless mutually agreed upon by the teams of each party.
- 2.03 All negotiations shall be conducted in executive session exclusively between representatives of the Board and the Association. With Mutual agreement of the other party, either may call upon professional and lay consultants to supply information. Any costs incurred in the use of such consultants shall be borne by the requesting party.
- 2.04 Negotiation meetings shall be held at a time other than the regular school day unless otherwise mutually agreed. The negotiators for either group may request a caucus for independent discussions at any time. The parties agree that during the period of negotiations and prior to reaching a tentative agreement on all issues, the proceedings of the negotiations shall not be released or discussed with the public and/or the news media unless such an issuance has the prior approval of both parties.
- 2.05 All tentative agreements reached by the parties shall be initialed by both parties. Once tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.
- 2.06 Any time limits established under this article may be modified by mutual agreement of both parties. In applying the provisions of this article, “days” shall mean calendar days unless specified otherwise.
- 2.07 Upon reaching tentative agreement on all issues, the proposed agreement will be reduced to writing and submitted to the Association for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board for approval. Upon approval by the Board, the terms of the agreement shall become the collective bargaining agreement and both parties agree to abide by the terms and conditions thereof. The Association and Board shall split any cost (50/50) of printing the contract. The Board and Association shall distribute copies of the new agreement to the members of their respective groups.
- 2.08 If the parties cannot reach an agreement on all terms being negotiated, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon declaration of impasse by either party, within fifteen (15) days, a joint request signed by the president of the Association or designee, and the local superintendent or designee, shall be submitted to a mutually agreed upon mediator. If the parties cannot mutually agree upon a mediator within ten (10) days, a joint request signed by the president of the Association or designee and the local superintendent or designee shall

be submitted to the Federal Mediation and Conciliation Services to appoint a mediator to assist in the resolution of all remaining issues. The cost of employing all mediation services shall be shared equally by the Association and the Board.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.01 BUILDING VISITS

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

4.02 NOTIFICATION OF NEW EMPLOYEES

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

4.03 BULLETIN BOARDS

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

4.04 ASSOCIATION BUSINESS

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

4.05 TELEPHONES

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

4.06 BUILDING MAIL BOXES

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

4.07 OFFICIAL DOCUMENTS

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

4.08 ASSOCIATION MEETINGS

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

4.09 BOARD POLICIES

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

4.10 MONTHLY EXPENSE REPORTS

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

4.11 OPENING DAY

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

4.12 BOARD AGENDA

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

4.13 NEW TEACHER ORIENTATION

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

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 DEFINITIONS:

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

5.02 GENERAL PROVISIONS:

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

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

- P. All records, documents, or communications concerning a grievance, except two (2) copies, shall be destroyed upon resolution of the stated grievance. One (1) copy will be retained by the superintendent's office and the other copy will be retained by the Association.
- Q. Grievants shall be given forty-eight (48) hours advance notice prior to the actual hearing being conducted.

5.03 LEVEL I - ADMINISTRATION:

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

5.04 LEVEL II - SUPERINTENDENT:

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

5.05 LEVEL III - BOARD OF EDUCATION

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

- C. If the Board accepts the grievance for review, Board will, within ten (10) days following the close of the hearing provide the aggrieved with a written response stating its decision as to the resolution of the grievance.

5.06 LEVEL IV - ARBITRATION

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

5.07 RELEASE TIME

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

ARTICLE 6 EMPLOYMENT STATUS

6.01 REGULAR EMPLOYMENT CONTRACTS

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

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

6.02 SUPPLEMENTAL EMPLOYMENT CONTRACTS

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

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

Supplemental positions for the following year shall be posted by May 1st.

6.03 ISSUING AND VOIDING CONTRACTS

The issuance of renewed limited contracts, new continuing contracts, and salary notices shall be completed by July 1. Signed contracts shall be returned by the bargaining unit member no later than July 15. If a contract is not signed and returned to the Board by July 15, it may be deemed to be null and void.

6.04 SEQUENCE OF CONTRACTS

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

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

6.05 TEACHING EXPERIENCE

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

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

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

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

6.06 NON-RENEWAL OF LIMITED CONTRACTS

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

6.07 CONTINUING CONTRACTS

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

ARTICLE 7 EVALUATION

A. EVALUATION MODEL AND PURPOSE

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

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District, students, and teachers. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. The purpose of the evaluation is to improve instruction and to make a record of the teacher’s performance.

The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement, except as provided by Section B of this article. The content of the evaluation is not grievable; however, a bargaining unit member may grieve a violation of the evaluation process.

B. EVALUATION COMMITTEE

The Board and Association hereby establish an ongoing Evaluation Committee, consisting of up to four (4) teachers and up to four (4) administrators, for the purpose of monitoring legal developments and recommending revisions of this Article during the term of this agreement. Any recommended revisions will require ratification by the Board and the Association during the term of this agreement, unless mandated by law. The teacher members of the committee will be selected by the Association. The first meeting of this committee shall be held no later than October 1st each year unless the Administration and Association agree that there is no need for a meeting.

C. DEFINITIONS

1. “OTES” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.
2. “Teacher” – For purpose of this Article, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:
 - a. A license issued under ORC Sections 3319.22, 3319.226, or 3319.26;
or
 - b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Bargaining unit members, such as guidance counselors or library media specialists, not meeting this definition are not subject to evaluation under this Article, but will be evaluated utilizing principles similar to those appearing in this Article with the exception that no student growth measures will be utilized. Upon completion of the evaluation process, these bargaining unit members will be assigned an overall effectiveness rating of “Accomplished”, “Skilled”, “Developing” or “Ineffective”.

- 3. “Credentialed Evaluator” – For purposes of this Article, each teacher subject to evaluation will be evaluated by a person who:
 - a. Meets the eligibility requirements under ORC Section 3319.111 (D); and
 - b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.
 - d. Is employed as a full-time administrator by the District. No third party evaluators will be utilized.
- 4. “Core Subject Area” – means courses such as reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.
- 5. “Student Growth” – for the purpose of this Article, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.
- 6. “Student Learning Objectives” (“SLOs”) – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.
- 7. “Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on state issued standardized assessments.

8. “Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of- course examinations for grade level and subjects for which the Value-Added measure does not apply.
9. “Poorly Performing Teacher” – A teacher who has received a summative evaluation rating of “Ineffective” for two out of the last three most recent school years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and has unsatisfactorily, or not completed, a professional improvement plan during the subsequent school year.

D. STANDARDS-BASED TEACHER EVALUATION

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

Each teacher evaluation will result in an effectiveness rating of one of the following:

1. Accomplished
2. Skilled
3. Developing
4. Ineffective

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

The Superintendent shall annually cause to be filed a report to the Department of Education of the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Superintendent will comply with the minimum mandated components of the eTPES reporting system.

Each evaluation will be based upon teacher performance and on multiple measures of student growth as set forth in the Ohio Revised Code.

E. ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*.

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have instructional responsibility;
3. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
7. Assuming responsibility for professional growth, performance and involvement in the professional learning community.

F. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. Frequency of evaluations shall be in accordance with the minimum requirements of the Ohio Revised Code with the exception of teachers who have been rated “Developing” on their most recent performance evaluation but earned a final summative rating of “Skilled.” These teachers will be evaluated annually. All instructors who meet the definition of “teacher” under this Article, and required to be evaluated in a given year, shall be evaluated based on at least two (2) formal observations of at least thirty (30) consecutive minutes each and periodic classroom walkthroughs each school year an evaluation occurs.

The first observation shall be conducted and completed no later than December 1st and the teacher being evaluated shall receive a written report of the results of this observation no later than December 15th. The final observation shall be conducted and completed no later than April 15th, and the teacher being evaluated shall receive a written report of the results of the teacher performance evaluation no later than May 1st. There shall be no less than 20 classroom days between the end of an observation cycle and the beginning of a subsequent observation cycle unless mutually agreed upon by the evaluator and the teacher.

2. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations of at least thirty (30) consecutive minutes each, in addition to periodic classroom walkthroughs.

3. Formal Observations will be scheduled at least five (5) days in advance, unless mutually agreed upon by the Evaluator and teacher. A pre-observation conference will be held at least twenty-four (24) hours prior to the formal observation. A post-observation conference will be held within ten (10) work days after each formal observation for the purpose of informing the teacher if observed instructional practices were aligned with the criteria on the observation form.
4. A walkthrough is an informal unannounced observation by an evaluator that lasts approximately ten (10) to fifteen (15) consecutive minutes. The time frame could be extended with mutual consent. Should the evaluator observe any performance/deficiencies, a written notation of such deficiencies will be provided to the teacher within five (5) days. Should the evaluator fail to notify the teacher of an observed deficiency within the above timeline, said deficiency may not be used as evidence in the summative teacher performance evaluation. The teacher will be permitted to request a conference with the evaluator to discuss any identified deficiencies.

The minimum number of required walkthroughs is as follows:

Teachers on a continuing/limited contract	2 per year
Teachers on a professional improvement plan	4 per year

5. The monitoring or observation of a teacher’s work performance will be conducted openly and with the teacher’s knowledge. Information in the evaluation must be based on the direct observation and/or documentation of an administrator.
6. A formal observation or walkthrough will not be conducted one (1) work day before or following a holiday.

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

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” for instructional planning, instruction and assessment, and professionalism. Forms used in the evaluation process shall follow OTES and be included in the Appendix of this Agreement.

Each teacher evaluated under this Article shall annually complete a “Self-Assessment,” utilizing the Self-Assessment Summary Tool set forth herein as “Teacher Evaluation Form”.

G. FORMAL OBSERVATION PROCEDURE

1. All formal observations shall be preceded by a conference between the evaluator and the teacher prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. A pre-observation conference will be held at least twenty-four (24) hours prior to the scheduled formal observation unless mutually agreed upon by the teacher and evaluator.
2. A post-observation conference shall be held within ten (10) workdays after each formal observation. The teacher must be allowed at least two working days to review the Observation Rating and Rubric Form prior to the post-observation conference.

H. ASSESSMENT OF STUDENT GROWTH

In determining student growth measures, the Board adopts OTES, which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time based upon a teacher's instructional assignment. For purposes of linking teachers to students, the district will use the linkage rules established by the Ohio Department of Education. Teachers not subject to the formal linkage process will follow the same guidelines as those established in the formal linkage process.

The monitoring of and communication regarding student growth measures and policies regarding Linkage will be the responsibility of the Evaluation Committee established under Section B of this Article.

If a teacher has been involuntarily transferred to a different position (e.g. subject, grade level), his/her Student Growth Measures for that year will not be considered in any personnel decisions, unless requested by the teacher.

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

1. Above
2. Expected
3. Below

The District Leadership Team (DLT) will annually approve all SLOs written by teachers. All SLOs are to be submitted to the DLT no later than October 1 of each year for approval. The DLT will meet to approve or deny submitted SLOs by November 1 of each year with the deadline for final approval no later than December 1 of each year.

I. FINAL SUMMATIVE EVALUATION CALCULATION

A teacher's final summative evaluation rating shall be comprised of the following, in accordance with ORC 3319.111:

1. 42.5% Student Growth Measures (If applicable)
2. 42.5% Performance (If no student growth measures – 85%)
3. 15% Teacher Self Evaluation

The evaluator shall sign and submit each evaluation to the teacher for his/her signature and acknowledgement by written receipt. The teacher's signature does not necessarily signify agreement by the teacher with the content of the evaluation.

J. APPEALS OF EVALUATION CONTENT

1. Appeals statement
 - a. The teacher will use the Appeals Document to provide an exact description of issues being appealed with justification and/or documentation. An appeal can be filed at any point in the evaluation process. The deadline to appeal an evaluation is ten (10) work days following receipt of the final summative evaluation.
 - b. Copies will be provided to evaluator and Superintendent.
2. A conference will be scheduled within ten (10) days to discuss the appeal statement with the evaluator and Superintendent. Both evaluator and teacher shall bring evidence to the conference to support his/her position.
3. The written outcome could include evaluation revision, additional observations, and/or a written rebuttal. Evidence shall be used to determine the outcome of the appeal.
4. A teacher shall be entitled to Association representation at any Appeals conference.

K. PROFESSIONAL GROWTH PLANS AND SGM IMPROVEMENT PLANS

Based upon the results of the annual Student Growth Measures, each teacher must develop either a professional growth plan or professional improvement plan as follows:

1. Teachers whose growth rating is "Above Expected" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form".
2. Teachers whose growth rating is "Expected" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form".

3. Teachers whose growth rating is “Below Expected” will develop a SGM improvement plan with their credentialed evaluator, but the evaluator will direct the content. The Administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the “Teacher Evaluation Form”.

L. PROFESSIONAL IMPROVEMENT PLAN

1. If a teacher receives a rating of “Ineffective” on the Teacher Performance component of the Summative or Formative Recommendation Forms (Forms #5a and #5b), the evaluator may initiate a Professional Improvement Plan for the teacher. The teacher will then be assigned a PAR Consulting Teacher. The teacher, evaluator, and PAR Consulting Teacher will work together to develop a Professional Improvement Plan (Form 6) and all provisions in the PAR Article will apply. Said improvement plan should contain, but is not limited to, the following information:
 - a. Identification of the deficiency(ies)
 - b. Expectations of the teacher and evaluator
 - c. Resources provided by the evaluator/district to help teacher overcome deficiency(ies)

The teacher will be informed that he/she has the right to have a BEA representative present.

2. A copy of the Professional Improvement Plan will go to the BEA President and the Superintendent prior to implementation.
3. The teacher will be in intervention phase until the next completed evaluation cycle unless released after consultation between the evaluator, participating teacher and consulting teacher.

M. CORE SUBJECT TEACHERS – TESTING FOR CONTENT KNOWLEDGE

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this Article. The receipt by the teacher of a rating of “Ineffective” on the teacher’s next

evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under ORC Section 3319.16.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

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

N. PROFESSIONAL DEVELOPMENT PLAN RESOURCES

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

O. REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers will be in accordance with nonrenewal and termination statutes of the ORC and/or the relevant provisions of this Agreement. For this purpose, the Board will look only at the teacher performance rubric and not the student growth component of an evaluation until at least three (3) full years of student growth data are available, with the 2014-2015 school year constituting the first year. Except as otherwise specified in a terms of this Agreement, nothing in this Article will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law.

P. GENERAL PROVISIONS

1. Bargaining unit member evaluation is intended to improve instruction and for making final recommendations of continued employment or termination.
2. Bargaining unit members who have transferred to a different grade level or subject area shall not be evaluated in this area until at least the fourth week of instruction.
3. If the normal school calendar is interrupted due to closure or if the teacher is absent and the above time limits are affected by such closure or absence, the time limit shall then be extended by an equal number of days.
4. If it is found that the evaluation process has not been followed and the paragraph above does not apply, the bargaining unit member shall be granted no less than a one (1) year limited contract.

5. If the Board acts contrary to the evaluator's and/or superintendent's recommendation for renewal of a bargaining unit member's contract, it shall give the affected bargaining unit member notice of such action on or before April 30 and allow the bargaining unit member to come before the Board with representation at an acceptable time within ten working days after April 30. If that hearing does not cause the Board to reverse the non-renewal, it shall give the bargaining unit member written reason(s) why the Board has chosen to non-renew the bargaining unit member's contract.
6. The parties intend the provision of the Article (evaluations) to supersede and take the place of all provisions of Revised Code Sections 3319.11 and 3319.111.
7. This evaluation process does not apply to supplemental contracts or extended service contracts.

Q. DUE PROCESS

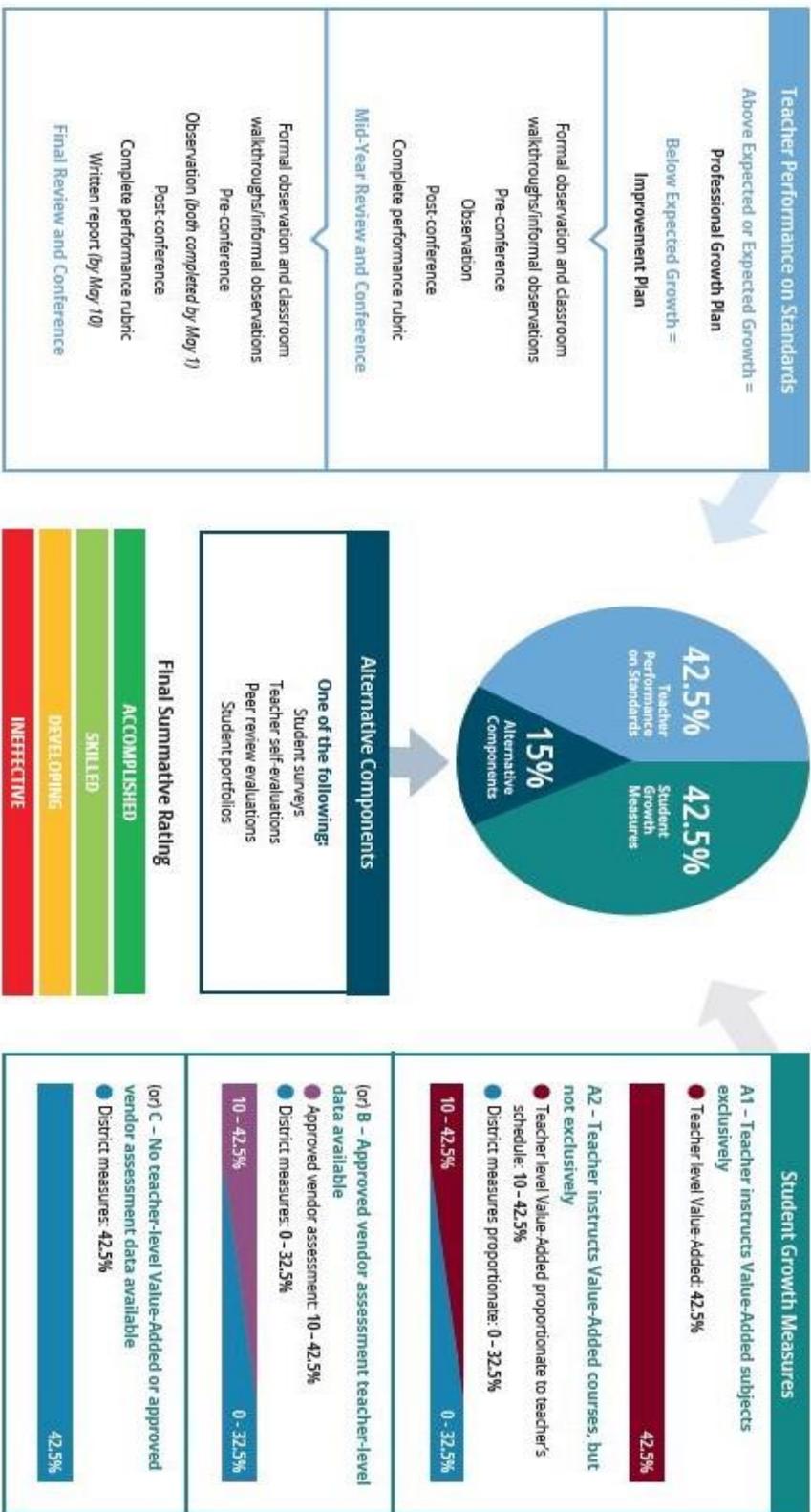
1. Teachers who disagree with the rating of performance and/or the summative evaluation rating shall be allowed to request a different credentialed evaluator for the subsequent year; and such request shall be honored by the district.
2. Teacher of Record
 - a. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record and the attendance of students, as it relates to the SGM rating, prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, he/she shall notify the superintendent or his/her designee.
 - b. Category A2 teachers shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
 - c. Category B or C teachers shall receive notice of the SGM results for vendor assessments, the numerical ratings for the SLO and how the results were calculated in writing prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the superintendent or his/her designee within ten (10) calendar days of the date of the notice.
 - d. Upon notification, the administration will audit completely the data in question and provide a written report of said audit.

- e. If inaccurate SGM data has been reported the administration shall remedy the error by reporting the correct information. If the administration is unable to report the correct information and such information has a negative impact, the teacher shall not have the SGM data count towards their final summative rating and the SGM data shall not be used against them in any type of job action.
3. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
4. Failure by the district to adhere to any timeline, evaluation procedure, or substantive due process or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
5. If an employee believes the evaluator has violated the procedure established in this Article, the employee may file a grievance as defined in Article 5.
6. Should there be a violation of the Teacher Performance Component of the Evaluation System, and it is correctable within time frame constraints, that part of the evaluation will be rescheduled at a mutually agreeable time and data/evidence in question will be disregarded. Any non-correctable violations of the teacher performance part of the evaluation procedure shall result in the teacher being rated no lower than “skilled.”

R. PERSONNEL ACTION

REQUIREMENTS

1. Student Growth Measures shall not be used in any decisions concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.
2. For the purpose of personnel decisions, Student Growth Measure will become effective in the 2017-2018 school year on a rolling three-year average.



* For the 2015-2016 academic year and thereafter, the teacher performance measure and student growth measure shall be equal percentages (with a minimum of 42.5 percent each), and the remaining percentage shall be the selected alternative component.

ARTICLE 8 VACANCIES, TRANSFERS AND ASSIGNMENTS

8.01 ASSIGNMENTS

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

8.02 DEFINITIONS

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

8.03 PROCEDURES

- A. The superintendent shall post all vacancies within the bargaining unit for a period of five (5) work days. Vacancies will be posted via email and the district website. The Board will email members regarding each assignment associated with a vacancy. Bargaining Unit Members must express an interest to the Superintendent and Principal by close of the next business day of the time of the email.
- B. Bargaining unit members desiring consideration for transfers shall request a conference within the posting period as defined in paragraph 8.03, A. above. Conferences will be granted to bargaining unit members who express such interest. It is agreed that bargaining unit members will be given first consideration for all vacancies. Consideration will include criteria such as qualifications, certification, experience, and seniority. Upon request, the superintendent will explain reasons for filling the vacancy if the bargaining unit member is not chosen for the position.

8.04 ASSIGNMENT SURVEY

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

8.05 ASSIGNMENT NOTIFICATION

The Board shall make reasonable efforts to notify bargaining unit members of their building or subject assignment no later than with the last payroll check issued in June. All building or subject assignments shall be issued by August 01. If a building or subject assignment is issued after August 01, then a bargaining unit member so affected shall be granted extended service of two (2) to five (5) days to prepare for the new assignment. However, such extended service shall not be granted where a change is made after August 01 due to an emergency. An emergency is defined as anything beyond the control of the Board or administration.

8.06 INVOLUNTARY TRANSFER

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

ARTICLE 9 REDUCTION IN STAFF

9.01 DEFINITION

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

9.02 PURPOSE

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

9.03 REDUCTION-IN-FORCE PROCEDURES

A. To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for bargaining unit members who retire or resign. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.

- B. Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended shall be chosen as follows and in accordance with R.C. 3319.17. Bargaining unit members on continuing contracts shall be granted preference over bargaining unit members on limited contracts within each area affected by the reduction in force.
1. For the purposes of this agreement, and until such time as three (3) years of Evaluation Data has been collected under this agreement, all teachers shall be considered “comparable” for purposes of reduction in force.
 2. All bargaining unit members shall be placed on seniority lists in each teaching field for which they are certified. Bargaining unit members on continuing contracts shall be placed on one list by area(s) of certification and seniority and bargaining unit members on limited contracts shall be placed on a list by seniority and area(s) of certification. Seniority shall be defined as the length of continuing service in the Belpre City Schools. Seniority shall not be interrupted by authorized leaves of absence. (Bargaining unit members who work less than full time shall be credited with seniority on a prorated basis equal to the amount of days and hours worked per day.)
 3. Reductions in any area of certification shall be made from the bottom of the seniority list for that area of certification. A bargaining unit member affected may elect to displace a less senior bargaining unit member in another area of certification.
 4. If two or more bargaining unit members have the same length of continuous service, seniority shall be determined by:
 - a. The date of the Board meeting at which the bargaining unit member was hired; and then by
 - b. The date the bargaining unit member signed his/her initial limited contract in the Belpre City Schools;
 - c. The date on which the bargaining unit members submitted the first completed job application within the two (2) year period preceding the effective date of the bargaining unit member's first teaching contract with the Belpre Board of Education, if the date is available.
 - d. If any ties remain after (a), (b), and (c), they will be broken by lot.
 5. Any bargaining unit member who is to be laid off will be so notified in writing at least thirty (30) calendar days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

9.04 RECALL RIGHTS

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

- A. No new bargaining unit members shall be employed by the Board while there are bargaining unit members on the recall list who are certified or become certified for the vacancy.
- B. Bargaining unit members on the recall list shall be recalled in order of seniority for vacancies in areas for which they are certified or become certified.
- C. If a vacancy occurs, the Board shall send a certified announcement to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. All bargaining unit members are required to respond in writing to the superintendent's office within ten (10) calendar days of receipt. The most senior of those responding shall be given the vacant position. Any bargaining unit member who fails to respond within ten (10) calendar days, or who declines to accept two offers for recall to a full-time position shall forfeit all recall rights.
- D. A bargaining unit member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said bargaining unit member enjoyed at the time of layoff. Where group insurance policies permit, a bargaining unit member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to bargaining unit members in active employment provided the bargaining unit member pays the group rates for such benefits.
- E. Bargaining unit members who accept an offer of employment which is less than the position from which they were laid off (e.g. were full-time, are offered 2/5, 3/5 position, substitute, etc.) shall maintain their recall rights as provided for in 9.04 above.

9.05 SENIORITY LISTS

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

9.06 NOTIFICATION

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

9.07 AFFECTED BARGAINING UNIT MEMBERS

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

ARTICLE 10 WORKING CONDITIONS

10.01 LENGTH OF SCHOOL DAY

- A. The length of a normal school day for bargaining unit members shall not exceed the following limitations:
 - 1. Grades K-12: seven (7) hours thirty-five (35) minutes. (Refer to Appendix MOU Extension of work week by fifty (50) minutes.)
 - 2. K-4 student contact time shall not exceed the student contact time for grades 5-12. Each of the above limitations will include a duty-free lunch period of at least thirty (30) minutes consecutive in nature.
- B. Each bargaining unit member in grades K-12 shall be granted a planning period of at least forty-five (45) consecutive minutes per school day each week. Bargaining unit members who travel between two (2) buildings will have the option of splitting the plan period. Bargaining unit members shall use this period for class preparation or planning or to meet with parents or students, as appropriate. The Administration may, with forty-eight (48) hours advance notice, schedule conferences/meetings with the bargaining unit members during this period. The Administration shall not schedule more than two (2) such administrative conferences/meetings during a bargaining unit member's planning period in any one (1) month unless the meeting has been scheduled to allow a parent to meet with the bargaining unit member.
- C. The Board agrees to cap the amount of committee/staff meetings called by the administration and not required by the contract and occurring outside of the contract day to three (3) per month. Bargaining unit members shall be provided with a forty-eight (48) hour advance notice of all meetings except those that are called as a result of an emergency condition. If additional meetings are necessary the Board reserves the right to conduct such meetings through release time.

1. Meetings that do not apply to this provision include those associated with accreditation associations, State Department proceedings, or those involving special need or potential special need students. Meeting limitation will not apply if a bonafide emergency situation exists, as determined by the superintendent.
2. Attendance shall not be required at special events or meetings sponsored, organized, or administered by organizations other than the Belpre City Schools, the State Department of Education or accreditation associations.

D. A bargaining unit member who believes he/she needs release time to address the demands of IEPs, 504s, Reading Improvement Monitoring Plans may request release time from his/her building administrator. Request will be considered on a case-by-case basis.

10.02 LENGTH OF SCHOOL YEAR

A school calendar consisting of 184 days will be adopted annually by the Board of Education. The calendar shall include 178 days for student instruction, two (2) in-service days, two (2) records/work days (1 day before school starts, ½ days at the end of each semester and ½ day at the end of the school year) and two (2) parent teacher conference days. Bargaining unit members will be consulted regarding the scheduling of Parent-Teacher Conference Days. The superintendent annually will appoint a calendar committee which will include members of the bargaining units. The committee will prepare a recommended calendar for submission to the Board at the March meeting. The recommended calendar will include five (5) make-up days to be used if necessary. In the event that the total number of school days to be made up exceeds the scheduled make-up days, the Board and Association will meet to establish the dates of the additional days. In the event that the parties are unable to agree, the additional make-up days will be served at the end of the school year.

Bargaining unit members shall not be required to make up the first five (5) days missed due to calamity-related closures. The next three (3) calamity days will be designated as online instructional days. Preparation and grading of online instructional day assignments will count as that day's work.

Bargaining unit members shall not be required to make up hours in any given school year missed due to calamity-related delays or early releases unless student contact time falls below the state minimum hours as defined in Ohio Revised Code.

10.03 CLASS SIZE AND LOAD

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

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

61 kindergarten students – 1 part-time aide
65 kindergarten students – 2 part time aides
69 kindergarten students – 3 part time aides

A kindergarten class that exceeds twenty (20) students will have a part-time (3-1/2 hours) aide, and a kindergarten class that exceeds twenty-four (24) students will have a full-time (7 hours) aide.

It is further agreed that changes in class size after the last day of the third (3rd) grading period will not result in changes to the number of aides employed, unless an individual class with an aide drops below twenty-one (21) students.

2. Elementary teachers in the areas of Art, General Music, and Physical Education shall not be assigned double classes if it results in more than twenty-five (25) students.
- B. Any bargaining unit member who believes his/her class size or load is excessive shall be entitled, upon request, to a conference with the superintendent to discuss the situation. The Association president and superintendent, upon request, will meet not more frequently than twice each school year to review class size and load.
 - C. Bargaining unit members who believe their course of study work is excessive shall be entitled, upon request, to a conference with the building principal to discuss the situation. Release time may be considered; however the granting of such time is at the sole discretion of the superintendent/designee.

10.04 SPECIAL NEEDS STUDENTS

- A. Bargaining unit members involved with the educational instruction of a special needs student (those requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student.
- B. Said members will be informed by the Local District Coordinator or other administrator at least five (5) work days prior to the student's IEP/504 plan conference and may submit written suggestions for goals to meet the educational needs of the student. These written suggestions for goals will be present for consideration at the IEP/504 Plan conference. The five (5) day notification may be waived by the affected bargaining unit member(s).
- C. In the event a bargaining unit member's suggestions for goals are not included in the IEP/504 Plan, a verbal explanation will be offered to the teacher by the building principal. All educationally involved members will have access to a copy of each student's IEP/504 Plan and revisions.

- D. Except in cases when it is not feasible for the parent to attend, IEP/504 Plan conferences shall be conducted during the bargaining unit member's workday. In order to facilitate and expedite IEP, IAT, and PST meetings, those meetings shall be coordinated and scheduled to enable the Board to employ a floating sub to provide release time for classroom teachers to attend the meetings.
- E. Teachers in a regular core education class whose classroom population contains special-needs students will receive support from either intervention specialists or paraprofessionals. If a regular core teacher believes that adequate support has not been provided, he/she will be granted a conference with the district LDC and building administrator.

10.05 PUBLIC COMPLAINTS

- A. The parties to this agreement agree that the most beneficial method to resolve public complaints is through face to face conferences at the building level. Conventional contacts between bargaining unit members, pupils, parents, principal and other persons involved will be utilized in resolving complaints.
- B. A public complaint shall be defined as a complaint received in writing on a form provided by the Board. All public complaints shall be the responsibility of the building administrator. Complaints may be investigated by the appropriate building administrator, at his/her discretion, however all complaints, whether investigated or not, will be presented to the bargaining unit member involved with a written description of the alleged problem and the administrator's proposed resolution, as appropriate, on the form provided, including the name of the person(s) making a complaint. Complaints and resolution thereof will be discussed with the involved bargaining unit member within five (5) school days of receipt of the complaint by the principal or other administrator. A bargaining unit member at his/her discretion may have another bargaining unit member present at the discussion.
- C. The building administrator and bargaining unit member will make an investigation of the alleged problem and arrange, if necessary, a conference with the bargaining unit member, principal and complainant(s) to resolve the issue.
- D. If the issue is not resolved to the satisfaction of the parties involved, the alleged problem will be referred to the superintendent for further investigation and a conference with said parties will be held within five (5) school days.
- E. In like manner, the issue, if not resolved, will be referred to the Board of Education and the complaint will be heard in executive session. The Board at its next regular meeting, or not later than thirty (30) days from the submission of the complaint, will conduct a conference with said parties.

- F. No bargaining unit member shall be issued a written reprimand nor other personnel action be taken as a result of a public complaint until the exhaustion of the complaint procedure set forth above.

10.06 REPRIMAND OF STAFF

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

10.07 MAINTENANCE OF PERSONNEL FILES

- A. An official file which includes, but is not limited to the following items, shall be maintained in the office of the Superintendent of schools for each bargaining unit member:
 - 1. Application for employment;
 - 2. Ohio teaching certificate;
 - 3. College transcripts and other in-service credit;
 - 4. Written reprimands together with any written replies thereto;
 - 5. Written observations and evaluations required by the district's evaluation procedure or attachments, if attachments are continuations of bargaining unit member's or principal's comments; and
 - 6. Letters of commendation and certificates of award.
- B. At any time bargaining unit members have disagreement with materials filed in their personnel file, they may submit a written statement to be entered into their file to be attached to the item in question. Except for evaluations, bargaining unit members shall have the right to discuss items in the personnel file with the superintendent/designee.

- C. The official file is confidential and may be examined only by the bargaining unit member, school officials, and any person permitted access to such files under the Ohio Revised Code and Ohio Public Records Law. The aforementioned records may be utilized by the Board and/or bargaining unit member(s) in hearing(s) regarding non-renewal(s) or termination(s).
- D. No anonymous complaint critical of a bargaining unit member shall be included in the file.
- E. A bargaining unit member may request and shall receive at his/her expense a reproduction of any item in his/her file exclusive of confidential letters of recommendation or reference.
- F. Written reprimands shall be removed from the official file either (3) years from the date of placement, or upon expiration of the individual's limited contract, whichever is longer, if a second reprimand for the same or similar offense is not given. Reprimands based on conduct hostile to the welfare of pupils may, at the discretion of the Superintendent, be retained in the members' personnel file for a longer period. Any reprimand may be subject to challenge as provided in the Ohio Revised Code.
- G. At any time that anything is placed in a bargaining unit member's official personnel file, he/she will be given a copy within three (3) days of placement.
- H. Bargaining unit members will be notified of any release of documents from their files.

10.08 ACADEMIC FREEDOM

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

10.09 LESSON PLANS

- A. All bargaining unit members shall develop weekly lesson plans which shall reflect the current basic program for that instructional class or unit. Said lesson plans shall be made available to the building principal upon request. If upon review of the lesson plans, planning has been determined to need improvement, the bargaining unit member may be required to turn in lesson plans one week in advance until planning is satisfactory. Lesson plans should reflect the curricular standards adopted by the Board of Education.

- B. In the event of an absence, clear and appropriate lesson plans will be provided for substitute teachers by the beginning of the school day.

10.10 TEACHING ENVIRONMENT

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

10.11 VISITATION

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

10.12 SUBSTITUTE TEACHERS

- A. The Board of Education agrees to make every effort to secure substitute teachers in the case of absence of regularly assigned bargaining unit members including specialists in Music, Art, Library Science and Physical Education. If a substitute cannot be obtained, a bargaining unit member may be assigned to cover individual class periods. Any bargaining unit member assigned to cover another teacher's entire class will be reimbursed at the rate of \$15.00 per period.
- B. Bargaining unit members performing such added duties shall complete a form requesting such payment. Payment for substituting will be made on the paycheck following the submission of the form.
- C. Definition: One class period equals forty (40) minutes in Grades K-6.

10.13 STUDENT TEACHERS

The District will not assign student teachers without the consent of a cooperating teacher.

10.14 INDIVIDUAL RIGHTS

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

10.15 NONDISCRIMINATION IN EMPLOYMENT

The parties agree there shall be no employment discrimination because of a person's race, color, creed, religion, national origin, age, gender, marital status, sexual orientation, gender identity, gender expression, disability, genetic information, veteran status, or political or union affiliation and to have due regard for an employee's privacy and constitutional rights as a citizen.

ARTICLE 11 COMPENSATION AND BENEFITS

11.01 SALARY

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

2014-2015	\$31,438 (3.0%)
2015-2016	\$32,067 (2.0%)
2016-2017	Reopener (Salary and Insurance ONLY)

- B. All bargaining unit members employed in the Belpre City Schools will be paid the amount of their annual contract in twenty-six (26) pay periods to be issued on every other Friday for the 2014-2015 school year. Beginning with the first pay of the 2015-2016 contract year, the annual contract will be paid in twenty-four (24) pay periods issued on the 1st and 15th of every month. When a pay date falls on a weekend and/or holiday, pay day will be on the preceding business day.

- C. Salary Reduction Plan

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

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

11.02 PAYROLL DEDUCTIONS

- A. The Board will offer the following payroll deductions to all bargaining unit members:
 1. Health Insurance
 2. Tax Sheltered Annuities (TSA)/Individual Retirement Accounts (IRA)
 3. Professional Dues and/or any applicable fees
 4. United Way Campaign
 5. Southeastern Ohio Credit Union – (direct deposits will be sent to all other institutions.)
 6. Fund for Children and Public Education (FCPE)
 7. Flexible Health/Dependent Care Spending Accounts
 8. Withholding Tax (Federal, State, City)
 9. Retirement
 10. Unauthorized Absence
 11. Income Protection Insurance
 12. Medicare
- B. The Board will provide payroll deduction for the purchase of STRS retirement credit for the following types of service: military service, restoration of canceled service credit, other teaching or public service. Such payroll deduction shall be done on a pretax basis and taxes shall be deferred in accordance with the rules and regulations of the STRS.

- C. All payroll deductions will be sent to the appropriate agency no later than the third working day following the pay date, provided a receipt of billing request has been received from the agency.
- D. When it is necessary to make a deduction for an unauthorized absence, the amount shall be determined by dividing the annual salary by the number of days in the teacher contract year. Deductions for unexcused absence or leave without pay shall be made from the next pay following the absence.
- E. Belpre City School District requires a 403b provider to obtain at least five (5) participants in order to be added to the approved 403b Third Party Administrator (TPA) provider list. In addition, the provider must be able to cooperate with the information and automation requirement of the district's Common Remitter Service and our Plan Administrator. Furthermore, the provider must execute a reasonable Hold-Harmless Agreement protecting the school district from any liability related to the 403b contract into which an employee enters and the Information Sharing Agreement agreeing to all required communication regarding our employees' accounts in order that the district can administer its 403b plan as required by the Internal Revenue Service.

11.03 AGENCY FEE

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

11.04 SUPPLEMENTAL SALARIES

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

11.05 INSURANCE PROGRAM

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

A. Hospitalization, Medical and Surgical

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

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

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

C. Dental Insurance

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

D. Term Life Insurance

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

E. Vision Insurance

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

2. Specifications:

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

F. Insurance Committee

1. An insurance committee will meet to review insurance. The committee will issue any recommendation by the April Board meeting each year. All decisions of the committee will be made by consensus and shall be advisory only to all affected parties.
2. The Board, Administration, OAPSE and BEA may appoint members. The first meeting shall be held no later than January 30, 2004.

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

11.06 TUITION REIMBURSEMENT

A. The Board agrees to reimburse any member of the bargaining unit for taking additional college hours which have been submitted prior to the taking of said hours. In order to be eligible for reimbursement, a bargaining unit member must have completed at least one year in the district prior to submitting a request for approval and must meet the conditions specified in 11.06 C below.

B. Reimbursement shall be up to a maximum of twenty-four (24) quarter hours/sixteen (16) semester hours per bargaining unit member per school year. The school year shall begin with the quarter/semester designated as fall/first and end with the last quarter/semester designated as summer.

C. Bargaining unit members will be reimbursed on a pro rata basis using the following formula:

1. Individual reimbursement shall equal:
$$\frac{\text{Bargaining Unit Member's Tuition Cost}}{\text{Total Bargaining Unit Tuition Incurred}} \times \text{Budgetary Cap}$$
2. Reimbursement shall not exceed actual tuition costs.
3. Payment will be made upon successful completion and submission of an official transcript or grade slip and a copy of the tuition receipt, on or before October 15 of the successive school year. Payment will be made by October 30.
4. Tuition reimbursement will not be made for courses which are audited, failed or not completed.

D. This line item in the budget shall be for: 2014 - 2017 \$25,000 per year

11.07 MILEAGE REIMBURSEMENT

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

11.08 SEVERANCE PAY

The following formula will be used in determining severance pay:

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

11.09 RETIREMENT INCENTIVE

- A. When any member first becomes eligible for retirement through any Ohio Public Employees Retirement System, he/she will receive severance pay from the Board in an amount equal to 50% of his/her accumulated sick leave to a maximum of 114 days if he/she retires by the end of the contract year.
- B. Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- C. If the retirement date of May 31 is selected by the eligible member, the teacher must account for any contract days missed in June. The teacher may take unpaid days with prior administrative approval. The teacher may request to work additional time prior to May 31 to fulfill his/her contractual requirements.

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

11.10 STRS PICKUP

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

ARTICLE 12 LEAVE PROVISIONS

12.01 SICK LEAVE

- A. Sick leave for all bargaining unit members shall be accumulative at the rate of one and one-fourth (1-1/4) days per month, or fifteen (15) days per year. A beginning bargaining unit member who has not accumulated prior sick leave credit shall be granted up to five (5) days of paid sick leave, providing normal sick leave qualifications are met.
- B. Sick leave will be granted for personal illness, injury, pregnancy, exposure to contagious disease which may be communicated to others and for absence due to illness or injury in the bargaining unit member's immediate family. Immediate family is defined as: mother, father, step-mother, step-father, brother, sister, mother-in-law, father-in law, grandparents, spouse, child, step-child, grandchild, foster child living in the same household, or relative or life partner living in the same household.
- C. Sick leave will be granted for death in the aforementioned immediate family, and also for the death of a daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in place of a parent (loco parentis). In the event a bargaining unit member has no sick leave available, the member may take leave under the provisions of 12.05 Sick Leave Assistance Program. The bargaining unit member's compensation will be paid upon meeting the provisions of 12.05. Leave under this provision will not be affected by 12.05 (C-6).

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

12.011 SICK LEAVE INCENTIVE

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

Payment will be included in the first pay in July.

12.02 PERSONAL LEAVE

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

12.03 PROFESSIONAL LEAVE

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

B. Bargaining unit members will be permitted to attend such professional meetings shall be reimbursed at the following rates:

Automobile.....	IRS rate (maximum \$225 per trip)
Commercial Carrier.....	Actual Cost
Registration Fee	Actual Cost
Hotel/Motel	\$100 /Day Double
.....	\$130 /Day-Single
Meals	\$40 /Day
Conference Banquet.....	Actual Cost

C. Receipts for reimbursement must be submitted within 10 administrative work days from the end of the conference or workshop to be eligible for reimbursement. Bargaining unit members will be reimbursed for expenses permitted by this article within ten (10) working days of submission of receipts.

D. Any professional growth activity that exceeds \$600 per member shall require the prior approval of the superintendent.

E. Tickets to sporting events in conjunction with professional leave will only be reimbursed by the Board if the sporting event serves as the professional development activity.

F. In addition to the continuous professional growth activity defined in 28.8, bargaining unit members may request to attend a workshop that does not exceed one-half (1/2) school day, an evening or a weekend whereby a substitute teacher is not necessary. The Board agrees to pay the registration cost of said workshops. Workshops attended using Professional Development Funds shall only qualify for tuition reimbursement if the bargaining unit member is required to perform and complete additional, optional work. Workshops that are offered only for college credit may be applied for and reimbursed as either Professional Development or as Tuition Reimbursement but not as both.

G. The cap shall be: 2014 – 2017 \$30,000.00 per year

12.04 ASSOCIATION LEAVE

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

12.05 SICK LEAVE ASSISTANCE PROGRAM

- A. The Belpre City School District Board of Education shall establish a Sick Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. The Sick Leave Assistance Program is designed to ease the financial impact of serious illness, accident or injury. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.
- B. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness is defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the activities of daily living. The program is not intended to provide benefits to those members having surgery which is not medically necessary or for normal maternity leave.
To qualify for the Sick Leave Assistance Program, an employee, or a member of the employee's immediate family in Section 12.01, must have experienced a catastrophic illness or injury, as documented by a medical or mental health professional and the employee must have exhausted his/her sick leave and personal leave. The Sick Leave Assistance Program cannot be used beyond the current school year and may not be used to defer application for or receipt of disability retirement benefits.
- C. Request for use of Sick Leave Assistance Program will be considered on a case by case basis. A committee composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.
 - 1. The total use of the Sick Leave Assistance Program shall not exceed the current school year.
 - 2. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
 - 3. All donations of sick leave by staff members will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form. (See form in Appendix)

4. Employees requesting consideration for the Sick Leave Assistance Program must complete the request on the proper form (See Appendix) and submit one copy to the Superintendent and one copy to the Association President.
5. Activation of the program shall require a majority vote of the committee and the chair shall vote only in the event of a tie vote of the committee.
6. Only one sick leave request may be submitted by a bargaining unit member in any five (5) year period. Under extraordinary conditions this limitation may be waived by agreement of the Board and Association.

12.06 ASSAULT LEAVE

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

12.07 SABBATICAL LEAVE

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

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

12.08 MATERNITY/PATERNITY LEAVE

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

12.09 CHILD CARE LEAVE

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

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

12.10 JURY DUTY/WITNESS

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

12.11 FAMILY AND MEDICAL LEAVE ACT

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

ARTICLE 13 COMMITTEES AND PROFESSIONAL GROWTH

13.01 HEALTH/SAFETY AND DISCIPLINE COMMITTEE

- A. A Health/Safety and Discipline Committee shall be appointed annually. Four (4) members shall be bargaining unit members, representative of both campuses, chosen by the Association together with up to four (4) administrators or other individuals chosen by the superintendent, with the committee being chaired by the superintendent or designee. The committee shall meet quarterly to develop and review district health/safety and discipline policies and procedures and recommend any necessary professional development and policy changes. The committee may consult outside experts. The program(s), time(s), date(s) shall be set by the committee.

13.02 EDUCATIONAL DEVELOPMENT COMMITTEE

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

13.03 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve individual professional plans for certificate/license renewal that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's) per OAC 3301-27-08.
- B. The LPDC shall consist of eight members: five (5) bargaining unit members, each with at least three (3) years of experience, four (4) of whom must be classroom teachers, and three (3) administrators. The Association President shall appoint the teachers; the Superintendent shall appoint the administrators.
1. Terms in office shall run from July 1 to June 30. Initially, four (4) committee members shall each serve two (2) year terms and four (4) members will serve three (3) year teams. After these initial terms, members will serve two (2) year terms.
 2. The Appointments shall be made by each party outlined above, notifying the other of those appointed.
 3. In the event of a vacancy, the committee members shall be replaced in accordance with B.1 above.
 4. The LPDC shall elect a chairperson and a secretary/recorder.

C. This committee shall meet at least monthly. Additional meetings may be scheduled as needed. Meetings shall require a quorum of four (4) members in order to act. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of the administrative member, cause a majority of the committee to consist of administrative members by reducing the number of bargaining unit members voting on the plan.

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

D. Training

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

E. Appeals

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

1. If the IPDP is rejected, the educator shall be given a copy of the guidelines/criteria sheet with reasons for rejection clearly stated. Educators whose plans have been rejected may submit a revised plan within ten (10) work days of the initial rejection notification, may secure more detailed supportive materials to substantiate the legitimacy

of their original plan, or may contact the LPDC chair to file an appeal. Educators are responsible for maintaining all professional development records and completing all necessary paperwork for license renewal.

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

13.04 DISTRICT RESOURCE PERSON

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

13.05 TEAM LEADER/DEPARTMENT CHAIR POSITIONS

- A. The purpose of Team Leader/Department Chair is to enhance student achievement through the coordination and facilitation of an integrated sequential curriculum. The performance responsibilities of team leaders/department chairs are described on Appendix H.
- B. The Team Leaders/Department Chair positions shall be posted and filled as a supplemental contract. Team Leaders/Department Chairs must have at least three (3) years' successful teaching experience and have served on a course of study writing team and/or a material selection committee and demonstrated a

record of documented professional growth. Team Leaders/Department Chairs will be entitled to remuneration by supplementary salary stipend as provided in the Supplementary Salary Schedule. The evaluation of Team Leaders/Department Chairs' performance shall be separate from and unrelated to the evaluation of their teaching performance.

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

13.06 PEER ASSISTANCE AND REVIEW

The Belpre Education Association and Belpre Board of Education believe that optimum student performance can be achieved only where there is a qualified and effective teacher in the classroom. They believe further that a peer assistance and review program ("PAR")—the primary purpose of which is to improve teaching performance—can significantly contribute to the attainment of this objective.

Accordingly, the parties agree as follows:

A. PAR Council

1. A PAR Council ("Council") will be established promptly after the effective date of the Agreement. The Council will consist of seven (7) members, including four (4) members appointed by the Association President and three(3) members appointed by the Superintendent. The Council will establish its own rules of procedure, including the method for the selection of a Chairperson (also known as the PAR Facilitator for FY13 and FY14 per the RttT PAR Grant).
2. The Council will establish its own meeting schedule. Such meetings shall take place outside the regular workday.
3. The Council will, among its other functions, conduct as part of the in-service training program at the beginning of each school year a PAR orientation program, which will be designed to explain the purposes, structure, and operation of the PAR Program to teachers and members of the administration.

B. Participating Teachers (PT)

A Participating Teacher is a teacher who receives assistance through the PAR Program in an effort to improve his or her instructional skills, classroom management, knowledge of subject, and related aspects of his or her teaching performance. There are three (3) categories of Participating Teachers as follows:

1. New Teacher Participants
 - a. In order to help them successfully begin their careers in the Belpre City School District, all newly-hired teachers who have not previously participated in a PAR Program, including newly hired teachers with previous teaching experience and Resident Educator teachers, are required to participate in the PAR

Program during their first year of service in the School District (“New Teacher Participants” or “NTP”). The purpose of such participation is professional development. The Council may at the end of the first semester release an experienced NTP after consulting with both the NTP and the CT.

- b. The Council will assign a Consulting Teacher to work with the NTP. At the request of the NTP or the assigned Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the NTP at any time during the school year.
- c. Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the NTP to achieve as high a level of teaching performance as possible. Prior to December 1 and May 1, the Consulting Teacher will complete the Peer Assistance and Review Documentation Form, consisting in part of a summarization of 1) discussions between the NTP and the CT; 2) a description of the CT’s observation of the NTP; 3) any relevant debriefing from the NTP’s observation of the CT; and 4) a synopsis of professional development programs the CT and NPT attended or plan to attend together. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with, the NTP. Following such discussion, a copy of the Peer Assistance and Review Documentation Form will be submitted to the Council. The NTP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form submitted by the Consulting Teacher.
- d. It is the intent of the parties that the PAR Program not be used in the NTP’s evaluation process and the CT should refrain from using evaluative or judgmental language in his/her Interim and Final Reports.

2. Experienced Teacher Participants

- a. Experienced teachers (i.e., with at least one (1) year of prior teaching service in the School District) who receive a rating of “Needs Intervention” on their “Summative Recommendation Form” will be required to participate in the PAR Program the following school year.
- b. An evaluator can require participation in the PAR Program as an ETP when multiple deficiencies or repeated occurrences are documented and discussed with the ETP.

- c. The Council will assign a Consulting Teacher to work with the ETP. At the request of the ETP or the Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the ETP at any time during the school year.
- d. The Consulting Teacher will use such methods as he or she deems appropriate to help the ETP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the ETP to achieve as high a level of teaching performance as possible. Prior to December 1 and May 1, the Consulting Teacher will complete the Peer Assistance and Review Documentation Form, consisting in part of a summarization of 1) discussions between the ETP and the CT; 2) a description of the CT's observation of the ETP; 3) any relevant debriefing from the ETP's observation of the CT; and 4) a synopsis of professional development programs the CT and ETP attended or plan to attend together. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with, the ETP. Following such discussion, a copy of the Peer Assistance and Review Documentation Form will be submitted to the Council. The ETP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form submitted by the Consulting Teacher. If the Consulting Teacher concludes in the May 1 Report that a satisfactory level of teaching performance has not been achieved, the ETP, at his or her request, will have the right to meet with the Council, and to be represented at this meeting by a representative of his or her choice.
- e. It is the intent of the parties that the PAR Program not be used in the NTP's evaluation process and the CT should refrain from using evaluative or judgmental language in his/her Interim and Final Reports.

3. Volunteer Teacher Participants

- a. An experienced teacher (i.e., with at least one (1) year of service in the School District) who is experiencing teaching performance problems or seeks to improve his or her teaching performance may request the Council to assign a Consulting Teacher to work with him or her under the PAR Program ("Volunteer Teacher Participant" or "VTP"). It is expressly understood that the purpose of such participation is to provide

peer assistance, and the Consulting Teacher will play no role in the evaluation of the teaching performance of a VTP. A VTP may terminate his or her participation in the PAR Program at the end of the first semester.

- b. The Council will assign a Consulting Teacher to work with the VTP. At the request of the VTP or the Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the VTP at any time during the school year.
- c. The Consulting Teacher will use such methods as he or she deems appropriate to help the VTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the VTP to achieve as high a level of teaching performance as possible. Prior to December 1 and May 1, the Consulting Teacher will complete the Peer Assistance and Review Documentation Form, consisting in part of a summarization of 1) discussions between the VTP and the CT; 2) a description of the CT's observation of the VTP; 3) any relevant debriefing from the VTP's observation of the CT; and 4) a synopsis of professional development programs the CT and VTP attended or plan to attend together. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with, the VTP. Following such discussion, a copy of the Peer Assistance and Review Documentation Form will be submitted to the Council. The VTP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form submitted by the Consulting Teacher. The Consulting Teacher will continue to provide assistance to the VTP until he or she concludes that the teaching performance of the VTP is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a written Peer Assistance and Review Documentation Form to the Council. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with the VTP before it is submitted to the Council. The VTP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form prepared by the Consulting Teacher. If the Consulting Teacher concludes that a satisfactory level of teaching performance has not been achieved, the VTP, at his or her request, will have the right to meet with the Council, and to be represented at this meeting by a representative of his or her choice.

- d. It is the intent of the parties that the PAR Program not be used in the VTP's evaluation process and the CT should refrain from using evaluative or judgmental language in his/her Interim and Final Reports.

C. Consulting Teachers

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for Consulting Teachers will be as follows:
 - a. At least five (5) years of teaching experience, and
 - b. Hold Resident Educator Mentor certification (required only for mentoring teachers working under a Resident Educator License), Pathwise training, Mentor training, TIF Teacher training, or BFK Lead Teacher training.
 - c. Evaluation Rubric Rating of proficient or better on his/her most recent evaluation.
2. The number of Consulting Teachers in any school year will be determined by the Council based upon participation in the PAR Program, the budget available for the PAR Program, and other relevant considerations.
3. Upon completion of all Consulting Teacher duties, and submission of the Peer Assistance and Review Documentation Form the Resident Educator CT will be paid a stipend of \$500 plus benefits at the end of each semester, and all others will be paid a stipend of \$250 plus benefits at the end of each semester, contingent upon the completion of all duties listed in (4) below.
4. Duties
 - a. CTs for Resident Educators will, in addition to the duties listed below, be required to follow the procedures established by the Ohio Department of Education, and expected to fulfill all requirements. Additionally, in collaboration with the NTP, the CT will arrange for attendance at a professional conference related to improving their teaching expertise and/or improvement.
 - b. CTs will be required to;
 1. Collaborate with the Participating Teachers (PTs) on a weekly basis, maintaining a journal related to the discussions.

2. Written reports must be submitted as described in section (B)(1)(c & d).
3. Observe the PTs at least one-half day each semester, and use their weekly collaboration time to debrief the observation. Videoing all or part of the observation of the PTs is strongly encouraged, but not required.
4. Arrange for the PTs at least one day per semester, to observe other teachers (1/2 to observe the CT and 1/2 to observe other teachers chosen collaboratively by the CT and the PTs.)
5. The Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance as a Consulting Teacher, or other just cause. Prior to the effective date of such removal, the Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss said reasons.

D. Records Maintenance

Except as otherwise provided above, all communications among the Council, Participating Teachers, and Consulting Teachers, and all documents produced in connection with the PAR Program, will be confidential, and will be used solely for purposes of the PAR Program. Said documents will be kept in special files maintained by the Council, unless the PAR Program is discontinued, in which event the files will be maintained by the School District's Central Office.

13.07 SPECIAL PROJECTS

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

13.08 MASTER TEACHER

- A. A Master Teacher Committee shall be established for the purpose of designating teachers in the building/district as Master Teachers.

- B. The Master Teacher Committee shall be comprised of a majority of practicing teachers. The association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.
- C. The Master Teacher Committee members shall jointly establish a plan of operation for the appropriate designation of a Master Teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local association members, and the appeal procedure.
- D. The term of office for members of the Master Teacher Committee shall be three (3) years, and they shall be staggered.
- E. The Master Teacher Committee shall have no involvement or relation to an employee's performance evaluation or any employment decision.
- F. Meetings of the Committee will occur outside of the school day. A stipend of twenty dollars (\$20) per hour will be paid to bargaining unit members serving on the Committee.
- G. The Master Teacher Committee shall be provided with adequate and secure space for storage of records, files and any other necessary materials.
- H. Upon attaining the designation of Master Teacher, bargaining unit members will receive a one-time stipend of \$500.00.

ARTICLE 14 DIGITAL AND ALTERNATIVE LEARNING

14.01 PURPOSE

The purpose of alternative learning environments is to offer students a variety of learning opportunities, either within or outside of the traditional classroom. Any method of obtaining a grade or credit by means other than traditional course completion in a traditional classroom environment shall be considered digital/alternative learning environments and are subject to this provision.

Alternative learning environments currently include, but are not limited to, computer-based instruction, Credit Flexibility, Eagle Academy, teaching classes outside of a traditional classroom, or teaching students off the school district's property.

14.02 EAGLE ACADEMY

- A. Purpose: The purpose of the Eagle Academy is to offer an alternative learning environment for students who may have been unsuccessful in traditional classrooms or have other credit recovery issues that need to be addressed outside the regular classroom.

- B. Teacher Involvement: The Association President will select up to five (5) members, including Eagle Academy teachers, to work with high school administration to recommend policies and procedures for the program, including but not limited to, class size, criteria for student selection and removal, communication procedures, safety issues, job description/responsibilities, discipline procedures, and timelines. Committee meetings and scheduled work that would fall outside the contractual school day/meeting schedule/school year will be reimbursed at twenty dollars (\$20) per hour. In the event that the committee cannot reach consensus on an issue, the issue will be referred to the Superintendent and Association President.

14.03 ONLINE/DISTANCE LEARNING

- A. Any district alternative, electronic, or distance learning projects, included but not limited to, computer-based instruction, Credit Flexibility, and Eagle Academy, shall not reduce the total number of Bargaining Unit Members employed or reduce the hours worked as a result of the implementation and use of any such program.
- B. Online and Distance Learning courses should follow the Board adopted standards for that particular subject area.
- C. Online learning will be utilized for the following situations, including but not limited to, credit recovery, electives that are not offered or unable to be scheduled for a student, and enrichment opportunities.
- D. The online/distance learning teacher(s) will work with Administration and Intervention Specialists to ensure support is provided for special needs students who are enrolled in online learning courses.

ARTICLE 15 CONDITIONS AND DURATION

15.01 DISTRIBUTION

This contract and any subsequent Memorandums of Understanding shall be distributed electronically by the Board of Education, as needed, and available on the district's servers to district employees and Board of Education members.

15.02 PROVISIONS CONTRARY TO LAW

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

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

15.03 RIGHTS AND OPPORTUNITIES

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

15.04 DURATION OF AGREEMENT

- A. The written provisions of this agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining. Any matters not covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of the agreement.
- B. This agreement shall become effective July 1, 2014 and shall remain in full force and effect until midnight, June 30, 2017, with the ability to reopen the agreement for the 2016-2017 school year for the sole purpose of determining the appropriate percentage increase on the salary schedule and adjustments to health, vision, dental and life insurance coverage.

FOR THE ASSOCIATION:

FOR THE BOARD:

William C. Van Pelt
Association President

Pat Taylor
Board President

John D. Sheets
Bargaining Team Member

Dwight A. Brown
Superintendent

Ben McCauley
Bargaining Team Member

Melina Gifford
Treasurer

Kathryn M. Scimia
Bargaining Team Member

Robert J. Wallace
Board Member

Suzanne Halterman
Bargaining Team Member

Mark Helle
Board Member

Angela K. Hinz
Bargaining Team Member

Robert J. Wallace
Board Member

Bargaining Team Member

Eric M. Merseth
Board Member

Date: 3/25/15

Date: 3/25/15

**BELPRE CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
2014 - 2015**

DEGREE	BA/BS		5 YR NO MASTERS		MASTERS		MA PLUS 15	
	INDEX	Salary	INDEX	Salary	INDEX	Salary	INDEX	Salary
0	1.0000	31,438	1.0400	32,696	1.0950	34,424	1.1500	36,153
1	1.0400	32,695	1.0850	34,110	1.1450	35,996	1.2000	37,725
2	1.0800	33,953	1.1300	35,525	1.1950	37,568	1.2500	39,297
3	1.1225	35,289	1.1775	37,018	1.2450	39,140	1.3000	40,869
4	1.1650	36,625	1.2250	38,511	1.2950	40,712	1.3500	42,441
5	1.2075	37,961	1.2725	40,004	1.3450	42,284	1.4000	44,013
6	1.2550	39,455	1.3250	41,655	1.4050	44,170	1.4600	45,899
7	1.3025	40,948	1.3775	43,305	1.4650	46,056	1.5200	47,785
8	1.3500	42,441	1.4300	44,956	1.5250	47,942	1.5800	49,672
9	1.3975	43,934	1.4825	46,606	1.5850	49,829	1.6400	51,558
10	1.4450	45,427	1.5350	48,257	1.6450	51,715	1.7000	53,444
11	1.4925	46,921	1.5875	49,907	1.7050	53,601	1.7600	55,330
12	1.5400	48,414	1.6400	51,558	1.7650	55,487	1.8200	57,217
13	1.5875	49,907	1.6925	53,208	1.8250	57,374	1.8800	59,103
14			1.7450	54,859	1.8850	59,260	1.9400	60,989

Five Years - Defined as 150 semester hours.

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

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

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

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

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

**BELPRE CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
2015 - 2016**

DEGREE	BA/BS		5 YR NO MASTERS		MASTERS		MA PLUS 15	
	INDEX	Salary	INDEX	Salary	INDEX	Salary	INDEX	Salary
0	1.0000	32,067	1.0400	33,349	1.0950	35,113	1.1500	36,877
1	1.0400	33,349	1.0850	34,792	1.1450	36,716	1.2000	38,480
2	1.0800	34,632	1.1300	36,235	1.1950	38,320	1.2500	40,083
3	1.1225	35,995	1.1775	37,759	1.2450	39,923	1.3000	41,687
4	1.1650	37,358	1.2250	39,282	1.2950	41,526	1.3500	43,290
5	1.2075	38,721	1.2725	40,805	1.3450	43,130	1.4000	44,893
6	1.2550	40,244	1.3250	42,488	1.4050	45,054	1.4600	46,817
7	1.3025	41,767	1.3775	44,172	1.4650	46,978	1.5200	48,741
8	1.3500	43,290	1.4300	45,855	1.5250	48,902	1.5800	50,665
9	1.3975	44,813	1.4825	47,539	1.5850	50,826	1.6400	52,589
10	1.4450	46,336	1.5350	49,222	1.6450	52,750	1.7000	54,513
11	1.4925	47,860	1.5875	50,906	1.7050	54,674	1.7600	56,437
12	1.5400	49,383	1.6400	52,589	1.7650	56,598	1.8200	58,362
13	1.5875	50,906	1.6925	54,273	1.8250	58,522	1.8800	60,286
14			1.7450	55,956	1.8850	60,446	1.9400	62,210

Five Years - Defined as 150 semester hours.

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

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

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

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

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

Supplemental Salary Schedule 2014-2015

SPORT/ACTIVITY	POSITION	NO. OF POSITIONS	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HS ATHLETIC	DIRECTOR	1	\$4,305	\$4,875	\$5,449	\$6,018	\$6,588	\$7,345
JR HIGH ATHLETIC	DIRECTOR	1	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	\$3,535
FOOTBALL	VARSITY HEAD	1	\$3,567	\$4,138	\$4,708	\$5,280	\$5,849	\$6,420
FOOTBALL	HEAD ASSISTANT	1	\$2,321	\$2,687	\$3,060	\$3,431	\$3,798	
FOOTBALL	ASSISTANTS	4	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	
FOOTBALL	8 TH GR HEAD	1	\$1,605	\$1,864	\$2,119	\$2,379		
FOOTBALL	7 TH GR HEAD	1	\$1,605	\$1,864	\$2,119	\$2,379		
FOOTBALL	7/8 ASSISTANTS	2	\$1,340	\$1,553	\$1,765			
CROSSCOUNTRY	VARSITY HEAD	1	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	\$3,535
CROSSCOUNTRY	7/8 HEAD	1	\$665	\$780	\$927			
SOCCER	9TH - 12TH	1	\$2,138	\$2,479	\$2,821	\$3,164	\$3,512	
SOCCER	ASSISTANTS	1	\$1,693	\$1,967	\$2,239	\$2,505		
SOCCER	7/8 ASSISTANTS	1	\$1,605	\$1,864	\$2,119	\$2,379		
GOLF	VARSITY	1	\$1,786	\$2,066	\$2,354	\$2,639	\$2,799	\$2,968
GOLF	7/8 HEAD	1	\$631	\$779	\$926			
VOLLEYBALL	VARSITY	1	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	\$3,535
VOLLEYBALL	RESERVE	1	\$1,693	\$1,967	\$2,239	\$2,505		
VOLLEYBALL	7/8 HEAD	1	\$1,531	\$1,757	\$2,000	\$2,242		
BASKETBALL	VARSITY HEAD	2	\$3,567	\$4,138	\$4,708	\$5,280	\$5,849	\$6,420
BASKETBALL	RESERVE	2	\$2,138	\$2,479	\$2,821	\$3,164	\$3,512	
BASKETBALL	FRESHMEN	2	\$1,693	\$1,967	\$2,239	\$2,505		
BASKETBALL	8 TH GR HEAD	2	\$1,605	\$1,864	\$2,119	\$2,379		
BASKETBALL	7 TH GR HEAD	2	\$1,605	\$1,864	\$2,119	\$2,379		
WRESTLING	VARSITY	1	\$2,495	\$2,896	\$3,294	\$3,696	\$4,094	\$4,495
WRESTLING	ASSISTANTS	1	\$1,786	\$2,066	\$2,354	\$2,639		
WRESTLING	7/8 ASSISTANTS	1	\$1,531	\$1,757	\$2,000	\$2,242		
BASEBALL	VARSITY HEAD	1	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	\$3,535
BASEBALL	ASSISTANTS	1	\$1,693	\$1,967	\$2,239	\$2,505		
BASEBALL	RESERVE	1	\$1,245	\$1,451	\$1,649	\$1,849		
SOFTBALL	VARSITY HEAD	1	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	\$3,535
SOFTBALL	ASSISTANTS	1	\$1,693	\$1,967	\$2,239	\$2,505		
SOFTBALL	RESERVE	1	\$1,245	\$1,451	\$1,649	\$1,849		
TRACK	VARSITY B/G	2	\$1,965	\$2,274	\$2,588	\$2,905	\$3,220	\$3,535
TRACK	ASSISTANTS	3	\$1,786	\$2,066	\$2,354	\$2,639		
TRACK	8 TH GR HEAD	1	\$1,340	\$1,553	\$1,765			
TRACK	7 TH GR HEAD	1	\$1,340	\$1,553	\$1,765			
CHEERLEADERS	VARSITY	1	\$2,439	\$2,831	\$3,221	\$3,614		
CHEERLEADERS	JR VARSITY	1	\$1,656	\$1,924	\$2,191	\$2,448		
CHEERLEADERS	7/8 GRADE	2	\$883	\$1,022	\$1,166	\$1,302		
WEIGHTROOM	COORDINATOR	1	\$931					
WEIGHTROOM	ASSISTANTS	3	\$311					
ADVISOR	SENIOR CLASS	1	\$1,071					
ADVISOR	JUNIOR CLASS	1	\$1,071					
ADVISOR	SOPHOMORE CLASS	1	\$926					
ADVISOR	FRESHMAN CLASS	1	\$786					
ADVISOR	ACADEMIC CLUB	10	\$325					
ADVISOR	DRAMA CLUB	1	\$1,298					
ADVISOR	NATIONAL HONOR SOCIETY	1	\$437	\$500	\$569			
ADVISOR	SCHOOL NEWSPAPER	1	\$786	\$926	\$1,071			
ADVISOR	QUIZ TEAM	1	\$500	\$569	\$644			
ADVISOR	STUDENT COUNCIL - HS	1	\$997	\$1,141	\$1,283			
ADVISOR	STUDENT COUNCIL - JR	1	\$500	\$569	\$644			
ADVISOR	YEARBOOK - HS	1	\$1,959	\$2,234	\$2,524			
ADVISOR	YEARBOOK - JR	1	\$211					
ADVISOR	YEARBOOK - ELEM	1	\$652					
LEAD TEACHERS	TEAM LEADERS	12	\$1,725	\$1,941	\$2,154			
BAND	DIRECTOR	1	\$4,864	\$5,642	\$6,420			
BAND	PEP DIRECTOR	1	\$2,432	\$2,821	\$3,211			
BAND	PERCUSSION	1	\$1,605	\$1,864	\$2,119	\$2,379		
BAND	FLAGS	1	\$1,605	\$1,864	\$2,119	\$2,379		
CHOIR	DIRECTOR	1	\$1,801	\$2,089	\$2,379			

Supplemental Salary Schedule 2015-2016

SPORT/ACTIVITY	POSITION	NO. OF							
		POSITIONS	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
HS ATHLETIC	DIRECTOR	1	\$4,392	\$4,972	\$5,558	\$6,139	\$6,720	\$7,492	
JR HIGH ATHLETIC	DIRECTOR	1	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284	\$3,606	
FOOTBALL	VARSITY HEAD	1	\$3,638	\$4,220	\$4,802	\$5,385	\$5,966	\$6,548	
FOOTBALL	HEAD ASSISTANT	1	\$2,367	\$2,741	\$3,121	\$3,500	\$3,874		
FOOTBALL	ASSISTANTS	4	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284		
FOOTBALL	8 TH GR HEAD	1	\$1,637	\$1,902	\$2,161	\$2,427			
FOOTBALL	7 TH GR HEAD	1	\$1,637	\$1,902	\$2,161	\$2,427			
FOOTBALL	7/8 ASSISTANTS	2	\$1,367	\$1,584	\$1,801				
CROSSCOUNTRY	VARSITY HEAD	1	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284	\$3,606	
CROSSCOUNTRY	7/8 HEAD	1	\$679	\$795	\$946				
SOCCER	9TH - 12TH	1	\$2,181	\$2,529	\$2,878	\$3,227	\$3,583		
SOCCER	ASSISTANTS	1	\$1,727	\$2,007	\$2,284	\$2,555			
SOCCER	7/8 ASSISTANTS	1	\$1,637	\$1,902	\$2,161	\$2,427			
GOLF	VARSITY	1	\$1,822	\$2,108	\$2,401	\$2,692	\$2,854	\$3,028	
GOLF	7/8 HEAD	1	\$644	\$794	\$944				
VOLLEYBALL	VARSITY	1	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284	\$3,606	
VOLLEYBALL	RESERVE	1	\$1,727	\$2,007	\$2,284	\$2,555			
VOLLEYBALL	7/8 HEAD	1	\$1,561	\$1,792	\$2,040	\$2,287			
BASKETBALL	VARSITY HEAD	2	\$3,638	\$4,220	\$4,802	\$5,385	\$5,966	\$6,548	
BASKETBALL	RESERVE	2	\$2,181	\$2,529	\$2,878	\$3,227	\$3,583		
BASKETBALL	FRESHMEN	2	\$1,727	\$2,007	\$2,284	\$2,555			
BASKETBALL	8 TH GR HEAD	2	\$1,637	\$1,902	\$2,161	\$2,427			
BASKETBALL	7 TH GR HEAD	2	\$1,637	\$1,902	\$2,161	\$2,427			
WRESTLING	VARSITY	1	\$2,545	\$2,954	\$3,360	\$3,770	\$4,176	\$4,585	
WRESTLING	ASSISTANTS	1	\$1,822	\$2,108	\$2,401	\$2,692			
WRESTLING	7/8 ASSISTANTS	1	\$1,561	\$1,792	\$2,040	\$2,287			
BASEBALL	VARSITY HEAD	1	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284	\$3,606	
BASEBALL	ASSISTANTS	1	\$1,727	\$2,007	\$2,284	\$2,555			
BASEBALL	RESERVE	1	\$1,270	\$1,480	\$1,682	\$1,886			
SOFTBALL	VARSITY HEAD	1	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284	\$3,606	
SOFTBALL	ASSISTANTS	1	\$1,727	\$2,007	\$2,284	\$2,555			
SOFTBALL	RESERVE	1	\$1,270	\$1,480	\$1,682	\$1,886			
TRACK	VARSITY B/G	2	\$2,005	\$2,320	\$2,640	\$2,963	\$3,284	\$3,606	
TRACK	ASSISTANTS	3	\$1,822	\$2,108	\$2,401	\$2,692			
TRACK	8 TH GR HEAD	1	\$1,367	\$1,584	\$1,801				
TRACK	7 TH GR HEAD	1	\$1,367	\$1,584	\$1,801				
CHEERLEADERS	VARSITY	1	\$2,488	\$2,888	\$3,285	\$3,687			
CHEERLEADERS	JR VARSITY	1	\$1,689	\$1,963	\$2,235	\$2,497			
CHEERLEADERS	7/8 GRADE	2	\$900	\$1,042	\$1,189	\$1,328			
WEIGHTROOM	COORDINATOR	1	\$950						
WEIGHTROOM	ASSISTANTS	3	\$317						
ADVISOR	SENIOR CLASS	1	\$1,093						
ADVISOR	JUNIOR CLASS	1	\$1,093						
ADVISOR	SOPHOMORE CLASS	1	\$944						
ADVISOR	FRESHMAN CLASS	1	\$802						
ADVISOR	ACADEMIC CLUB	10	\$332						
ADVISOR	DRAMA CLUB	1	\$1,324						
ADVISOR	NATIONAL HONOR SOCIETY	1	\$445	\$510	\$580				
ADVISOR	SCHOOL NEWSPAPER	1	\$802	\$944	\$1,093				
ADVISOR	QUIZ TEAM	1	\$510	\$580	\$657				
ADVISOR	STUDENT COUNCIL - HS	1	\$1,017	\$1,164	\$1,309				
ADVISOR	STUDENT COUNCIL - JR	1	\$510	\$580	\$657				
ADVISOR	YEARBOOK - HS	1	\$1,998	\$2,279	\$2,574				
ADVISOR	YEARBOOK - JR	1	\$215						
ADVISOR	YEARBOOK - ELEM	1	\$665						
LEAD TEACHERS	TEAM LEADERS	12	\$1,760	\$1,979	\$2,197				
BAND	DIRECTOR	1	\$4,961	\$5,755	\$6,548				
BAND	PEP DIRECTOR	1	\$2,480	\$2,878	\$3,275				
BAND	PERCUSSION	1	\$1,637	\$1,902	\$2,161	\$2,427			
BAND	FLAGS	1	\$1,637	\$1,902	\$2,161	\$2,427			
CHOIR	DIRECTOR	1	\$1,837	\$2,131	\$2,427				

Major Medical Insurance

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

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

BELPRE CITY SCHOOLS
GRIEVANCE REPORT FORM

(Complete in Quadruplicate)

--

Name of Grievant _____ Assignment _____

Building _____ Date _____

Step I

A. Date Grievance Occurred _____

B. 1. Statement of Grievant

2. Relief Sought

Signature Date

C. Disposition of Supervisor

Signature Date

Step II

A. Position of Grievant and/or ASSOCIATION

Signature Date

B. Date received by Superintendent _____

C. Disposition by Superintendent

Signature Date

Step III

A. Position of Grievant and/or ASSOCIATION

Signature Date

B. Date received by Board _____

C. Disposition by Board

Signature Date

TEAM LEADER / DEPARTMENT CHAIR RESPONSIBILITIES

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

Revised: August 2010

REQUEST FOR SICK LEAVE ASSISTANCE

Employee's Name _____

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

The reason I am requesting Sick Leave is:

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

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

Date _____

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

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

Date

Approved by Committee

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

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

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

GUIDELINES FOR DONATION OF SICK LEAVE

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

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

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

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

Date

Name of Employee Making Donation

Signature

MEMORANDUM OF UNDERSTANDING

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

Whereas, the Board and Association have entered into a Collective Bargaining Agreement; and

Whereas, in 2010 the Board and the Association agreed upon extending the work day for all bargaining unit members by an additional ten (10) minutes per day,

Now, therefore, the Board and Association agree that the additional fifty (50) minutes in the work week will be served one (1) day each week, to be mutually determined (Tuesday, Wednesday, or Thursday), following the regularly scheduled school day. The terms of this additional work time include but are not limited to the following stipulations:

1. The additional fifty (50) minutes will be reserved for the purpose of Collaborative Teacher Based Teams, except on the third (3rd) week of each month.
2. The third (3rd) week of each month, the fifty (50) minute sessions will be reserved for staff meetings in each building in the District, if necessary. These meetings will be facilitated by building Administrators or their designees.
3. The Association and District agree to clearly define the purpose of the Collaborative Teacher Based Teams, and in doing so will determine what objectives Bargaining Unit Members shall be accomplishing during the additional fifty (50) minutes of each work week.
4. The work and assignments of the Collaborative Teacher Based teams will not require additional hours outside of the weekly fifty (50) minute sessions.
5. If a bargaining unit member is going to miss a fifty (50) minute session, the individual member must make individual arrangements with the Superintendent, or his designee, to cover what happened in the Collaborative Teacher Based Team, unless the Bargaining Unit Members is using appropriate leave time (as defined in the contract).

This Memorandum of Understanding has been reviewed by both parties and becomes effective upon the signature of the Association President and Superintendent and will apply throughout the full term of the current contract. By executing this agreement, each party represents to the other that each understands completely the terms and conditions of this agreement and that no representations, inducements, promises, covenant, or agreement have been made except as set forth herein.

BELPRE EDUCATION
ASSOCIATION

BELPRE CITY SCHOOLS
BOARD OF EDUCATION


William Van Pelt, President


Tony Dunn, Superintendent

06/27/11
Date

6/27/11
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BELPRE EDUCATION ASSOCIATION
AND THE
BELPRE CITY SCHOOLS BOARD OF EDUCATION

WHEREAS, upon negotiation and ratification of the 2014-2017 Negotiated Agreement between the Belpre Education Association (Association) and the Belpre City Schools Board of Education (Board), the Self-Evaluation component of the Alternative Framework for Teacher Evaluation under ORC 3319.114 had yet to be released and;

WHEREAS, significant time, data and input on behalf of both individual teachers and any potential reviewers will be required and;

WHEREAS, as a newly-developed tool, the Self-Evaluation form and instructions for use are likely to be revised by the Ohio Department of Education;

BE IT RESOLVED, that the Association and Board hereby agree to delay the implementation of Article 7(l)1-3 below. In its place, the parties agree to include 50% student growth and 50% teacher performance in the Final Summative Evaluation Rating (if no student growth data is utilized, teacher performance shall comprise 100%) for the 2014-15, 2015-16 and 2016-17 school years.

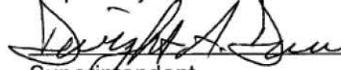
Article 7(l)1-3:

- I. Final Summative Evaluation Calculation
A teacher's final summative evaluation rating shall be comprised of the following, in accordance with ORC 3319.111:
 1. **42.5% Student Growth Measures (If applicable)**
 2. **42.5% Performance (If no student growth measures – 85%)**
 3. **15% Teacher Self Evaluation**

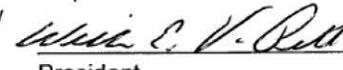
BE IT FURTHER RESOLVED, that the Evaluation Committee shall, at least annually, discuss the Self-Evaluation tool and any revisions issued by the Ohio Department of Education and make recommendations regarding the future implementation of the Self-Evaluation tool.

Belpre City Schools Board of Education

Belpre Education Association


Superintendent

Date


President

Date

Belpre City Schools
Summative/Recommendation Form (Form #5a)

Teacher Name _____

Evaluator Name _____

Final Summative Rating of Teacher Effectiveness

School Year _____

Proficiency on Standards 50%	Ineffective (1)	Developing (2)	Skilled (3)	Accomplished (4)
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/refinement:				

Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			
Areas of reinforcement/refinement:			

Final Summative (Overall) Rating) (Refer to OTES Calculations)	Ineffective	Developing	Skilled	Accomplished

Evaluator's recommendation to the Superintendent: I recommend the following action regarding this evaluation: (check all that apply)

Reemployment in Belpre City Schools under a limited contract based on negotiated sequence

Reemployment in Belpre City Schools under a one-year or two-year limited contract (Should only be used when "Needs Intervention" is checked.)

Reemployment in Belpre City Schools under a continuing contract

Non-renewal of the teacher's contract

Termination of the teacher's contract

Needs Intervention

 Teacher's Signature *

 Date

 Credentialed Evaluator's Signature

 Date

*The signature of the teacher does not necessarily mean agreement, but rather acknowledgement that this document has been reviewed with the credentialed evaluator.

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

PURPOSE: Teacher Self-Evaluation promotes an objective self-reflection of strengths and areas for growth. This reflection should be based on analysis of evidence about effective instructional practices and the impact of those practices on student learning. This reflection informs an action plan, which strengthens instruction, assessment and professional practices. The local district is responsible for decisions regarding self-evaluation, such as timelines and selection of reviewer.

Self-Evaluation is a one-year reflection based upon existing data, such as the Professional Growth/Improvement Plan, the electronic Teacher and Principal Evaluation System (eTPES) Self-Assessment, Resident Educator's Self-Assessment, and the prior year's evaluation results. Additionally, the one year self-evaluation may be used to inform or support the five-year Individual Professional Development Plan (IPDP).

Step 1: Self-reflect on performance on the standards (completed by the teacher at the beginning of the school year)

Use the table below (based on the *Ohio Standards for the Teaching Profession*) to respond to each standard. Thoughtfully consider the elements in each standard to determine the 1-4 rating (1= rarely, 2= sometimes, 3= frequently, 4= always).

Standard 1: Students	1	2	3	4
Knowledge of how students learn and of student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understanding of what students know and are able to do	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High expectations for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respect for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identification, instruction and intervention for special populations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				
Standard 2: Content	1	2	3	4
Knowledge of content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of content-specific instructional strategies to teach concepts and skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledge of school and district curriculum priorities and Ohio academic content standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relationship of knowledge within the discipline to other content areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connection of content to life experiences and career opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Standard 3: Assessment	1	2	3	4
Knowledge of assessment types	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of varied diagnostic, formative and summative assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Analysis of data to monitor student progress and to plan, differentiate and modify instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication of results	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inclusion of student self-assessment and goal-setting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				
Standard 4: Instruction	1	2	3	4
Alignment to school and district priorities and Ohio academic content standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of student information to plan and deliver instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication of clear learning goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apply knowledge of how students think and learn to instructional design and delivery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Differentiation of instruction to support learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of activities to promote independence and problem-solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of varied resources to support learner needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				
Standard 5: Learning Environment	1	2	3	4
Fair and equitable treatment of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Creation of a safe learning environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of strategies to motivate students to work productively and assume responsibility for learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Creation of learning situations for independent and collaborative work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance of an environment that is conducive to learning for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Standard 6: Collaboration and Communication	1	2	3	4
Clear and effective communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shared responsibility with parents/caregivers to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaboration with other teachers, administrators, school and district staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaboration with local community agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				
Standard 7: Professional Responsibility and Growth	1	2	3	4
Understanding of, and adherence to, professional ethics, policies and legal codes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engagement in continuous, purposeful professional development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence indicating strengths and areas for growth:				

Step 2: Self-evaluation summary and planning (completed by the teacher at the beginning of the school year)

The quality and thoroughness of the responses will determine the overall rating. As such, refer to the rubric on page 4 as responses are constructed.

Summarize the findings of the self-evaluation and determine focus area(s) for the year:

Design a course of action for the school year based on your focus area(s).

How will your work in these focus areas improve student learning?

How will success be measured?

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Step 3: Scoring the Self-Evaluation* (completed by the reviewer)

The reviewer should use the rubric below to determine a holistic rating. The rating is based on the quality and thoroughness of responses.

1	2	3	4
The teacher has attempted to analyze the performance standards or student growth data to determine strengths and areas for improvement. The analysis is either incomplete or lacks objectivity.	The teacher has analyzed performance standards and student growth data in some areas to determine strengths and areas for improvement, yet gaps exist in the analysis.	The teacher has objectively analyzed performance standards and student growth data to determine strengths and areas for improvement.	The teacher has objectively and collaboratively analyzed performance standards and student growth data to determine strengths and areas for improvement.
Rarely collects data to support the analysis.	Intermittently collects data to support the analysis.	Consistently collects data and identifies essential evidence to support the analysis.	Frequently collects data and identifies essential evidence from multiple sources to support the analysis.
Summary and plan of action are incomplete. Timeline is unclear.	Summary and plan of action are minimally addressed. The plan lacks a reasonable timeline.	Summary and plan of action are satisfactory. The timeline is adequate.	Summary and plan of action are articulate, clear and include a reasonable timeline.
The response incompletely explains how the plan will result in improved teacher practice and student learning.	The response vaguely explains how the plan will result in improved teacher practice and student learning.	The response adequately explains how the plan will result in improved teacher practice and student learning.	The response clearly explains how the plan will result in improved practice and student learning, along with contributing to learning within the organization.
The success metric is based on analysis of incomplete data and unclearly measures the expected results of the plan of action.	The success metric is based on analysis of limited data and partially measures the expected results of the plan of action.	The success metric is based on analysis of important data and reasonably measures the expected results of the plan of action.	The success metric is based on analysis of critical data and comprehensively measures the expected results of the plan of action.

Reviewer: Consider the indicators above that most accurately describe the quality and thoroughness of the teacher's responses.

Holistic rating	1	2	3	4
Overall numerical rating for eTPES entry:	<input type="checkbox"/> Minimal	<input type="checkbox"/> Partial	<input type="checkbox"/> Thorough	<input type="checkbox"/> Extensive

*If previous evaluation was not completed using the Ohio Teacher Evaluation System rubric, the local evaluation may be used. Because the self-evaluation is based on past performance, teachers new to the profession will not be able to complete Step 1 of the self-evaluation. Educators new to the profession may use the Resident Educator's Self-Assessment to assist in completing Step 2 of the Self-Evaluation.

Date of Self-Evaluation Conference: _____

Teacher Signature: _____

Reviewer Signature: _____

Name _____

School Year _____

Self-Assessment Summary Form – This document is used as a guide to complete the Professional Growth Form

Name:	Date:	Grade(s):	Subject Area(s):
<p align="center">Standard</p> <p>Record Evidence to indicate Strengths and Areas for Growth for each Standard</p>	<p align="center">Strengths</p>	<p align="center">Areas for Growth</p>	<p align="center">/ 2 Priorities</p>
<p>Standard 1: Students 1.1 Knowledge of how students learn 1.2 Understanding what students know and are able to do 1.3 High expectations for all students 1.4 Respect for all students 1.5 Identification, instruction, and intervention for special populations</p>			
<p>Standard 2: Content 2.1 Knowledge of content and subject specific concepts to plan instruction 2.2 Knowledge of content and subject specific strategies 2.3 Knowledge of standards 2.4 & 2.5 Interdisciplinary connections and connections to real-life</p>			
<p>Standard 3: Assessment 3.1 Knowledge of assessment 3.2 Use of varied diagnostic, formative, and summative assessments 3.3 Use of data for instruction 3.4 Communication of results 3.5 Inclusion of student self-assessment</p>			
<p>Standard 4: Instruction 4.1 Alignment to academic content standards 4.2 Delivers instruction to close the achievement gap 4.3 Communication of goals 4.4 Communicates learning goals and links learning activities 4.5 Differentiated instruction based on data 4.6 Use of activities to promote independence and problem-solving 4.7 Use of varied resources to support learner needs</p>			
<p>Standard 5: Learning Environment 5.1 Fair and equitable treatment of all students 5.2 Creation of a safe learning environment and one that is conducive to learning 5.3 Motivation to students to achieve at high levels 5.4 Students work independently, collaboratively, as a whole class 5.5 Environment is conducive to learning</p>			
<p>Standard 6: Collaboration & Communication 6.1 Communicate clearly and effectively 6.2 Share responsibility with parents/care givers to support student learning 6.3 & 6.4 Collaborate with other teachers, administrators, school staff, local community agencies</p>			
<p>Standard 7: Professional Responsibility and Growth 7.1 Understand, uphold, and follow professional ethics, policies, and legal codes 7.2 Take responsibility for engaging in continuous, purposeful professional development 7.3 Are agents of change, who positively impact teaching quality and student achievement</p>			

***** This form is required to be completed during the first Pre-Observation Conference of the school year. The Self-Assessment Summary Form is used as a guide for collaboratively completing this form.**

Teacher: _____ Evaluator _____ Date: _____

_____ Self-Directed _____ Collaborative

Directions: Based on the *Self-Assessment* and the *Ohio Standards for the Teaching Profession*, identify two goals from two separate areas for professional growth and development.

The goals need to be specific, measurable, attainable, relevant, and time-bound (SMART).

Select Standard for Goal 1: Select one:		
SMART GOAL 1:		
Evidence Indicators	Dates Discussed	Supports needed, resources, professional development
Select Standard for Goal 1: Select one:		
SMART GOAL 2:		
Evidence Indicators	Dates Discussed	Supports needed, resources, professional development

Belpre Teacher Evaluation System

Pre-Observation Planning and Lesson Reflection Form

Teacher _____

Teacher completes the **left side of this form prior to the lesson** to be observed. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation.

Complete the **right side of this form following the lesson** that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

	Lesson	Reflection
P L A N	<p>GOALS (Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What are the goals for the lesson? What will student know/do/understand? • Why is this learning important? • What standards are addressed in the planned instruction? 	
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • What assessment data was examined to inform this lesson planning? • What does pre-assessment data indicate about student learning needs? 	
	<p>PRIOR CONTENT KNOWLEDGE/SEQUENCE (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What prior knowledge do the students need for this lesson? • What are the connections to previous and future learning? 	
	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <ul style="list-style-type: none"> • What should the evaluator know about the student population? 	

Pre-Observation Planning and Lesson Reflection Form

	Lesson	Reflection
T E A C H	<p>LESSON DELIVERY (Standard 2: Content ! Standard 4: Instruction)</p> <ul style="list-style-type: none"> • How will the goals for learning be communicated to students? • What instructional strategies and methods will be used to engage students and promote independent learning and problem solving? 	
	<p>DIFFERENTIATION (Standard 1: Students ! Standard 4: Instruction)</p> <ul style="list-style-type: none"> • How will the instructional strategies address all students' learning needs? • How will the lesson engage and challenge students of all levels? 	
	<p>RESOURCES (Standard 2: Content ! Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What resources/materials will be used in instruction? 	
	<p>CLASSROOM ENVIRONMENT (Standard 1: Students ! Standard 5: Learning Environment)</p> <ul style="list-style-type: none"> • How will the environment support all students and student learning? • How will different grouping strategies be used effectively? 	
A S S E S S	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • How will you check for understanding during the lesson? • What products or demonstrations will assess student learning/achievement of goals for instruction? 	

Pre-Conference Initials: Teacher _____ Evaluator _____ Date & Time of Pre-Conference:

Post-Conference Initials: Teacher _____ Evaluator _____ Date & Time of Post-Conference:

Belpre Teacher Evaluation System

Form #4

Teacher Performance Evaluation Rubric

The Teacher Performance Evaluation Rubric is intended to be scored holistically. This means that evaluators will assess which level provides the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observance, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information for the Professional Growth and/or Improvement Plan (if applicable).

Teacher		Evaluator	
School		Date of Pre-Conference	
Subject		Date of Observation	
Grade		Date of Post-Conference	

INSTRUCTIONAL PLANNING

	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 4: Instruction) Sources of Evidence: Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
Evidence				
ASSESSMENT DATA (Standard 3: Assessment) Sources of Evidence: Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
Evidence				
PRIOR CONTENT KNOWLEDGE/SEQUENCE/ CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning – both explicitly to students and within the lesson. The teacher plans and sequences	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and

Sources of Evidence: Pre-Conference			instruction to include the important content, concepts and processes in school and district curriculum priorities and in state standards.	other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.
Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students) Sources of Evidence: Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
Evidence				

INSTRUCTION AND ASSESSMENT

	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
Evidence				
DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that	The teacher matches strategies, materials and/or pacing to students' individual needs, to make learning

	developmentally inappropriate.	though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	make learning accessible and challenging for the group.	accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
Evidence				
RESOURCES (Standard 2: Content; Standard 4: Instruction) Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence				
CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
Evidence				

<p>ASSESSMENT OF STUDENT LEARNING (Standards 3: Assessment)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom/Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
Evidence				

PROFESSIONALISM

	Ineffective	Developing	Skilled	Accomplished
<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and</p>

	evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.
Evidence				

Belpre City Schools
Summative/Recommendation Form (Form #5a)

Teacher Name _____

Evaluator Name: _____

Final Summative Rating of Teacher Effectiveness

School Year: _____

Proficiency on Standards 42.5%	Ineffective (1)	Developing (2)	Skilled (3)	Accomplished (4)
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/refinement:				

Student Growth Data 42.5%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			
Areas of reinforcement/refinement:			

Teacher Self-Evaluation 15%	Minimal	Partial	Thorough	Extensive

Final Summative (Overall) Rating) (Refer to OTES Lookup Table)	Ineffective	Developing	Skilled	Accomplished

Evaluator's recommendation to the Superintendent: I recommend the following action regarding this evaluation: (check all that apply)

- Reemployment in Belpre City Schools under a limited contract based on negotiated sequence
- Reemployment in Belpre City Schools under a one-year or two-year limited contract (Should only be used when "Needs Intervention" is checked .)
- Reemployment in Belpre City Schools under a continuing contract
- Non-renewal of the teacher's contract
- Termination of the teacher's contract
- Needs Intervention

 Teacher's Signature *

 Date

 Credentialed Evaluator's Signature

 Date

*The signature of the teacher does not necessarily mean agreement, but rather acknowledgement that this document has been reviewed with the credentialed evaluator.

Belpre City Schools

Teacher Name _____

Formative/Recommendation Form (Form #5b)

Evaluator Name _____

The Formative/Recommendation Form is completed at the conclusion of the 1st evaluation cycle when two evaluation cycles are required. (For teachers in the final year of a limited contract)

Final Summative Rating of Teacher Effectiveness

School Year _____

Proficiency on Standards 42.5%	Ineffective (1)	Developing (2)	Skilled (3)	Accomplished (4)
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/refinement:				

Student Growth Data 42.5%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			
Areas of reinforcement/refinement:			

Teacher Self-Evaluation 15%	Minimal	Partial	Thorough	Extensive

Formative (Overall) Rating) (Refer to OTES Lookup Table)	Ineffective	Developing	Skilled	Accomplished

Teacher's Signature *

Date

Credentialed Evaluator's Signature

Date

*The signature of the teacher does not necessarily mean agreement, but rather acknowledgement that this document has been reviewed with the credentialed evaluator.

Belpre Teacher Evaluation System

Improvement Plan

Teacher Name _____ Credentialed Evaluator Name _____ PAR CT Name _____

School Year _____ Building _____ Grade/Subject level _____ Plan Conference Date _____

Written Improvement Plans are to be developed in the circumstances when an educator is marked as “needs intervention”, or receives a rating of “Ineffective” in either of the “Proficiency on Standards”, or “Student Growth Data” components of the Summative or Formative Recommendation Forms (Forms #5a and #5b). The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement – List specific area for improvement as related to the *Ohio Standards for the Teaching Profession*.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Belpre Teacher Evaluation System

Improvement Plan

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement Plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date this Improvement Plan to Be Evaluated: _____

Teacher's Signature _____ Date _____

Credentialed Evaluator's Signature _____ Date _____

PAR Consulting Teacher Signature _____ Date _____

Improvement Plan: Evaluation of Plan

Teacher Name _____ Credentialed Evaluator Name _____ PAR CT Name _____

School Year _____ Building _____ Grade/Subject level _____ Plan Evaluation Date _____

Outcomes from the Improvement Plan demonstrate the following action to be taken:

_____ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

_____ The Improvement Plan should continue for time specified: _____

_____ Dismissal is recommended

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action:

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

Teacher's Signature _____ **Date** _____

Credentialed Evaluator's Signature _____ **Date** _____

PAR Consulting Teacher Signature _____ **Date** _____

- The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency – specifically in Years 1 through 4 – are expected to perform at the Developing Level or above. Experienced teachers - with five or more years of experience- are expected to meet the Proficient Level or above.

BELPRE CITY SCHOOLS

APPEALS OF EVALUATION PROCEDURE

Teacher's Name _____

Credentialed Evaluator's Name _____

Appeals Statement:

Conferences:

Documentation:

Written Outcome:

Belpre City Schools Certified Evaluation Non-OTES Staff

Employee Name: _____

Job Assignment: _____

Evaluator Name: _____

Date: _____

Ohio Teaching Standard 1: Students	Ineffective	Developing	Skilled	Accomplished	Evaluator Comments/Evidence
<i>Knowledge of how students develop</i>					
<i>High expectations for all students</i>					
<i>Respect and equitable treatment for all students</i>					

Ohio Teaching Standard 2: Content	Ineffective	Developing	Skilled	Accomplished	Evaluator Comments
<i>Knowledge of content specific to his/her assigned job responsibilities</i>					
<i>Knowledge of school and district academic priorities</i>					

Ohio Teaching Standard 6: Collaboration and Communication	Ineffective	Developing	Skilled	Accomplished	Evaluator Comments
<i>Clear and effective communication</i>					
<i>Shares responsibility with parents or caregivers and other staff to support student learning</i>					
<i>Collaboration with other teachers, administrators, school and district staff</i>					
<i>Collaboration with local community agencies</i>					

Ohio Teaching Standard 7: Professional Responsibility and Growth	Ineffective	Developing	Skilled	Accomplished	Evaluator Comments/Evidence
<i>Understanding of and adherence to professional ethics, policies, and legal codes</i>					
<i>Engagement in continuous, purposeful professional development</i>					
<i>Serves as an agent of change, seeking positive impact on teaching and learning</i>					

<i>Maintains accurate records and meets deadlines as appropriate to his/her assigned responsibilities</i>					
<i>Maintains a work environment that is conducive to student needs and appropriate for his/her job responsibilities</i>					

Comments:

Employee's Signature: _____

Date: _____

Evaluator's Signature: _____