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NEGOTIATED AGREEMENT

BETWEEN THE

BELLEFONTAINE CITY BOARD OF EDUCATION

AND THE

BELLEFONTAINE EDUCATION ASSOCIATION

EFFECTIVE SEPTEMBER 1, 2016
THROUGH
AUGUST 31, 2019

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ARTICLE I---AGREEMENT

A. This agreement is entered into between the Bellefontaine City Board of Education, hereinafter referred to as the Board, and the Bellefontaine Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the Association.

B. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Therefore, amendments, alterations, or supplemental agreements hereto, shall not be made by unilateral action of either party unless to do so would be a legal requirement.

C. The parties acknowledge that in the event that negotiations are required during the term of this Agreement due to changes in the terms or conditions of employment, the parties shall conduct such negotiations according to the procedures set forth in this Agreement. Opening such negotiations shall be the responsibility of the party who desires such change.

D. This negotiated Agreement on language, insurance and the economic package shall become effective on September 1, 2016 and shall continue through August 31, 2019.

E. If any provision of this agreement between the Board and Association shall be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue to remain in full force and effect. The parties agree that should any section of this contract be declared invalid or unenforceable, representatives of the Board and the Association shall meet to develop new language relating directly to the section declared invalid or unenforceable. The scope of this agreement shall include all revisions and/or other changes to this Agreement affecting wages, hours of work and/or other conditions of employment, resulting from the implementation of 20 U.S. Code 6316, Elementary and Secondary Education Act as revised in 2002.

F. For the purpose of this agreement, bargaining unit member(s) and members shall mean the same.

G. For the purpose of this agreement, days shall be calendar days unless specifically modified in the agreement.

ARTICLE II---RECOGNITION

2.1 Negotiation Rights

A. The Bellefontaine City Board of Education recognizes the Bellefontaine Education Association (BEA), an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative for a bargaining unit, which shall include all full or part-time (18.75 hours or more per week) employees required by law to be certificated/licensed and serving under contract in the position of teacher, counselor, nurse, special area employees, and substitutes serving sixty (60) days in one specific teaching position. (This shall not preclude the Board from non-renewal in accord with R.C. 3319.10).

B. Excluded from the bargaining unit are the Superintendent, principals, tutors, non-certificated employees, supervisors, psychologists, administrators and all positions excluded as per R.C. 4117. As per R.C. 4117.01, department heads, instructional coaches or consulting teachers shall not be deemed supervisors.

2.2 Terms of Recognition

A. The recognition of the Association shall be for the term of this negotiated agreement and in accord with the following provisions.

1. Elections pertaining to recognition of an exclusive bargaining agent shall be conducted in accord with R.C. 4117.

2. Both parties agree that all members of the bargaining unit have the right to join, participate in and assist the Association, and to function as officers of the Association so long as that functioning does not violate Board policy, rules or regulations, and does not interfere with school duties.

3. Under no circumstances shall the involvement of a BEA member in Association committees and/or other protected activities have an adverse impact on the educator's performance evaluation, nor be used for adverse employment decisions by the employer.

2.3 Association Rights

A. Recognition of the Association as the employee representative shall entitle the Association to the following rights:

1. The building representatives of the Association in each individual school will have the use of a bulletin board in the teachers' lounge.

2. Permission to make announcements during school faculty meetings.

3. Use of the district website or the building P.A. system to make announcements at times selected by the building principal during member work hours or during the school day under emergency or extenuating circumstances.

4. The Association shall have access upon reasonable request to public documents in possession of the Board and may receive copies of such documents at Association expense except for the following documents which shall be provided to the Association President and/or his/her representative/s at Board cost:

    a. Board agenda and Treasurer's Report inclusive of all exhibits and addenda, except those items that are confidential in nature.

    b. A copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).

    c. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board Treasurer.

    d. A copy of the Proposed Budget when distributed to the Board and a copy of the official budget when adopted by the Board.

    e. A copy of the Treasurer's Fiscal Year End Financial Report to the Board.

    f. Class size computer printouts as they are available as of October, if requested by the BEA President and/or his/her representative/s.

    g. Copies of all public documents released by the Board, in the same manner and at about the same time as copies are released to the public.

    h. Seniority list prior to November 15 of each year. This list may be in the form of standard or customized computer reports and shall include names, areas of certification, years of continuous service with the district, and contract status. Upon request of the Association President and/or his/her representative/s, the continuing contract status and areas of certification of other employees will be provided.

i. A copy of the training and experience computer printouts for bargaining unit members based on the current teacher's salary schedule.

5. Names of newly employed professional staff members shall be provided to the Association as early as practicable following Board approval of their contracts. The administration will provide addresses as long as the employees do not object.

6. The Association shall provide a copy of this agreement to all members of the bargaining unit. The Association shall also provide a copy of this agreement to all newly employed unit members at or prior to the pre-school orientation meeting. Non-members of the bargaining unit may purchase copies of the agreement from the Association.

7. Following ratification, an electronic and hardcopy of this Agreement will be provided to the Association President and District Treasurer. Additionally, an electronic, password protected, copy of this agreement will be posted on the district website.

8. The President of the Association, and/or a designee, and/or the UniServ consultant of the Association shall have the right to visit schools. Either prior to, or immediately upon the arrival at any school, the President, and/or a designee, and/or the UniServ Consultant shall advise the principal or, in his/her absence, the acting building administrator, of the desire to visit the school and secure the permission of said administrator to make the visit.

9. The Association may use individual teacher "mailboxes" in each school building for distribution of materials. A copy of materials distributed through school "mailboxes" to all teachers in a school building should be provided to the building principal. In addition, "inter-school mail" can be used to deliver such material to members of the bargaining unit.

10. The Association President and/or his/her representative/s shall be provided a total of six (6) school days of release time per year without loss in pay. Notice of a need for his/her leave shall be given to the unit member's supervisor/principal at least five (5) school days in advance.

11. Association representatives may use school equipment, with the approval of a building administrator, provided that such use does not interfere with or interrupt normal school operations.

12. Association representatives may use the Board of Education Risograph machine and FAX machine located at the Board Office provided that it does not interfere with or interrupt normal business hours and provided that the Association reimburse the Board for costs of operating the FAX machine.

13. The Association shall reimburse the Board for the cost of any supplies it uses.

14. The Association shall be allowed to use school buildings to conduct meetings or transact official business on school property provided that it does not interfere with or interrupt normal school operations and with the knowledge of a building administrator.

2.4 Board Rights

A. The Board hereby retains and reserves unto itself, without limitation, 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.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices 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, the Constitution and laws of the State of Ohio, and the Constitution and laws of the United States.

ARTICLE III---NEGOTIATION PROCEDURES

3.1 Bargaining Procedures

A. The scope of bargaining shall be matters of wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

B. The Board and Association shall each designate a bargaining team of no more than five (5) members. All bargaining shall be conducted by and between these teams.

C. Not earlier than one hundred twenty (120) calendar days and not later than one hundred five (105) calendar days prior to the expiration date of the negotiated agreement, either party may notify the other in writing of a desire to commence bargaining. It is the responsibility of the parties to submit the appropriate notice/s in accord with R.C. 4117.

D. Within fifteen (15) calendar days after receipt of such notice, an initial meeting will be held for the purpose of permitting the parties to submit in writing all of their proposals and negotiations. Thereafter, neither party shall be able to submit additional items for negotiations except with the consent of the other party. Topical lists of items proposed for negotiations ("laundry lists") shall constitute a clear failure of compliance and may be disregarded.

E. Original proposals of both parties shall be in writing in language suitable for inclusion in the agreement.

F. The bargaining procedure will be set at the initial meeting. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties. Either party may require, at each meeting, a decision on the date and time of the subsequent meeting.

G. Time Limits

1. Either party may call caucuses for a period of up to thirty (30) minutes.

2. Bargaining sessions shall last a maximum of three (3) hours.

3. Time limits established under Article III may be modified by mutual agreement of the parties.

H. Information

1. The parties agree to furnish upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with the provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

2. Statements to the media may be issued, as needed, by either party. A copy of any media release shall be furnished to the other party on the same day and by the same method.

3. The parties retain the right to issue reports to their respective constituency groups (i.e. the Board of Education and the Bellefontaine Education Association) regarding the progress of negotiations.

4. The parties agree not to share bargaining details with students, parents, community members and/or Bellefontaine City School employees, except as provided for previously in this Section.

3.2 Procedures for Concluding Bargaining

A. When a tentative agreement has been reached on a proposal, each party shall initial the proposal. Such initialing shall not be construed as final agreement.

B. The bargaining teams shall have the authority to indicate a tentative agreement pending final approval by the Board and Association. When a tentative agreement has been reached on all issues proposed, they shall be reduced to writing and submitted to the Board and Association for approval. Following approval by the Association, the agreement shall be submitted to the Board for its approval at the next regular or special meeting of the Board. The Board shall attempt to meet no later than ten (10) calendar days subsequent to ratification by the Association.

3.3 Inability to Reach Agreement

A. Impasse may be declared by either party in writing, when one or both parties have bargained to the point where they have had several meetings and further discussion or providing of counterproposals has become futile in terms of reaching agreement.

B. Impasse shall be considered to have occurred when agreement is not reached within forty-five (45) days prior to contract expiration. Upon declaration by either party that impasse has been reached, the moving party shall contact the Federal Mediation & Conciliation Service (FMCS) to request the services of a mediator whereupon mediation shall be initiated. This process shall continue until either party or the mediator determines that no further progress is attainable at this initial level of impasse whereupon:

C. The parties shall request a list of arbitrators from the American Arbitration Association (AAA), the majority of which shall be from the state of Ohio. The AAA list shall contain only arbitrators who are able to serve within fifteen (15) days from selection. The AAA shall at the time of mailing the list to the parties, telephone the representatives of the parties with names on the list to facilitate the selection process. The selection of the arbitrator must be made within fifteen (15) days of the declaration of impasse.

D. Representatives of both parties will have the authority to call witnesses, hold hearings and confer with either party to effect a recommendation.

E. The arbitrator may attempt to mediate a resolution at any time during the process if representatives of the parties mutually agree to such mediation.

F. The arbitrator shall make recommendations for settlement of the unresolved issues within twenty (20) days of the hearing. In making the recommendations, the panel shall take into consideration the factors noted in R.C. 4417.14G(7)(a)(f).

G. The parties shall accept or reject the arbitrator's recommendation within fifteen (15) calendar days of receipt of the recommendations. If either party rejects the recommendations, the teams shall meet at least once within three (3) days after the above mentioned fifteen (15) day limit to attempt to reach a settlement.

1. If a party fails to vote on the recommendations within the fifteen (15) days, that party shall be viewed as having accepted the recommendations.

2. If either the Board or the Association rejects the recommendations, either party may publicize the findings of fact and recommendations of the fact-finding panel.

H. The fees of the arbitrator and/or the AAA shall be borne equally by the parties. Each party will pay the expenses of its own representatives.

I. The right to strike shall be in accord with R.C. 4117.

ARTICLE IV---COMPLAINT PROCEDURE

4.1 Purpose

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to complaints which may arise between a member of the bargaining unit, parents, and an administrator. Both parties agree that these proceedings will be kept informal and confidential. No anonymous complaints will be made a matter of record.

4.2 Definitions

A. A complaint for purposes of pursuing the procedures of this Article shall be defined as a concern, problem or dispute based upon the condition or circumstances under which a unit member/s works except those topics listed by subject in the negotiated agreement.

B. A complaint procedure is a method by which an individual employee or group of employees or parents can express a concern, problem or dispute and obtain a fair hearing at progressively higher administrative levels. A complaint procedure provides a method for interpretation and application of personnel policies and practices.

C. The "complainant" is the person or group of persons making the claim.

D. "Days" shall mean actual working school days during the school year, and weekdays during summer vacation except holidays.

E. The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process which should be terminated within the school year. The time limits may be extended by mutual consent, in writing, by both parties.

4.3 Complaint Procedure

A. Step One: Informal Step with Supervisor

1. The complainant shall present the complaint orally to the immediate supervisor within ten (10) working days after the complainant has knowledge of the fact which gave rise to the complaint.

B. Step Two: Formal Step with Supervisor

1. If the discussion does not resolve the complaint, the complainant shall present this complaint in writing by fully completing the Complaint Form within five (5) days after the discussion in Step One and submitting it to the building principal. The building principal or his/her designee will investigate the complaint, and the complainant may request a conference on the facts of the complaint. The request for conference will be noted on the form. Such conference will be held within seven (7) days. The building principal will reply in writing within seven (7) days.

C. Step Three: Review of the Executive Director

1. If the answer of the building principal does not resolve the complaint, then the complainant may refer the complaint to the Central Office Executive Director having jurisdiction over the contents of the complaint, by fully completing the Complaint Form within five (5) days after receipt of the reply in Step Two. The complainant may request a conference on the facts of the complaint. The conference shall be held within seven (7) days. The Executive Director will reply in writing within seven (7) days.

D. Step Four: Review by Superintendent

1. If the answer of the Central Office Executive Director does not resolve the complaint, then the complainant may refer the complaint to the Superintendent by fully completing the Complaint Form within five (5) days after receipt of the reply in Step Three. The complainant may request a conference on the facts of the complaint. The conference shall be held within seven (7) days. The Superintendent will reply in writing within seven (7) days. With agreement of the Superintendent,

the complainant may appeal the decision to the Board of Education. No appeal from Step Four may be made unless the complainant has requested a conference within the appropriate time limits.

E. Procedure for Appeal from Step Four

1. Within five (5) days after the receipt of the written disposition at Step Four, the complainant shall submit the Complaint Report Form Level IV to the Board President. The Board shall study the complaint and prior dispositions and shall provide to the parties its decision by the second regular Board meeting subsequent to submission of the complaint to the Board's President.

ARTICLE V---GRIEVANCE PROCEDURE

5.1 Purpose

The purpose of these procedures is to secure equitable solutions to grievances at the lowest possible level of administrator having authority to resolve the grievance.

5.2 Definitions

A. "*Grievance*" is a claim of a unit member, a group of members, or the Association acting for a group of members that this agreement has been misinterpreted and/or misapplied.

B. The term "*grievant*" or "*aggrieved"* shall include individual or groups of members of the bargaining unit, or the Association filing for a group represented by the recognized Association. All grievants within the group shall sign the grievance.

C. "*Party in interest"* shall mean the person, or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.

D. "*Days*" shall mean actual working school days during the school year, and week days during summer vacation except holidays.

5.3 Grievance Steps

A. Step One - Informal Procedure:

1. If a member believes there is a basis for a grievance, the grievant shall first discuss the problem with the immediate supervisor. The intent is to resolve the problem informally at the lowest possible level, provided

the remedy is not inconsistent with the negotiated agreement. Representation for either party at this level will not be permitted.

B. Step Two - Formal Procedure with Supervisor:

1. If the grievance is not resolved within seven (7) days of such informal meeting, the grievant may appeal his grievance within seven (7) days of such informal meeting by submitting a completed Grievance Report Form.

2. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance, the provisions of this agreement allegedly violated, and the relief sought shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant, in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance within five (5) days after such meeting by completing Step Two of the Grievance Report Form and sending copies to the appropriate parties. No additional information may be considered at any later step of this grievance procedure if it has not been presented at this step. Both the grievant and the supervisor may be represented at this step.

C. Step Three - Formal Procedure with Superintendent:

1. If the grievant is not satisfied with the disposition of the grievance at Step Two or, if no disposition has been made within the above time limits, the grievant may complete the Grievance Report form, Step Three, and submit the grievance along with the disposition from Step Two to the Superintendent and/or designee within five (5) days of receipt, the Superintendent and/or designee shall meet with the grievant. Within three (3) days of this meeting, the Superintendent and/or designee shall indicate in writing the disposition of the grievance by completing the portion of the Grievance Report Form and sending out the appropriate copies. No additional information may be considered at this step if it has not been presented at Step Two. Both parties may be represented at this step.

D. Step Four - Formal Procedure with Arbitrator:

1. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no disposition has been provided within the time limits specified in Step Three, the grievant may appeal the grievance to arbitration by completing the Grievance Report Form and filing the same with the Superintendent within five (5) days of the meeting at Step Three.

2. If the Superintendent and/or designee and the grievant cannot agree as to the arbitrator, he/she will be selected from the American

Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then in effect. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

3. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon, but not more than thirty (30) calendar days after the hearing. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the negotiated agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue/s submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination.

5. The costs and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association.

5.4 Time Limits

A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written-mutual agreement of the parties in interest.

B. If a bargaining unit member does not file a grievance in writing or meet informally under 5.3A within seven (7) school days after the act or conditions on which the grievance is based, then the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step.

E. All notices of hearing, dispositions of grievances, written grievances, and appeals may be mailed, and shall be deemed to be received three days after postmarked. If hand delivered, the date received and initials of the official shall be recorded thereon.

5.5 Rights of Grievant and the Association

A. A grievant may have representation of his/her own choice at all steps of the grievance procedure, except at the informal step, and except that a grievant may not have representation at a grievance meeting where that representative is an officer or employee of any teachers' organization not recognized as the exclusive negotiations representative. The person against whom a grievance is filed may also have representation at all steps except the informal one.

B. Both parties shall provide notification within a reasonable time prior to the grievance meeting of the fact that a representative will attend the grievance meeting.

C. The Association shall receive advance notice of each formal grievance meeting held to resolve the formal grievance and shall be given a copy of the recommended disposition of such grievance at each step of the grievance procedure. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

D. Expenses of attendees other than administrative representation will not be paid by the Board, nor will the attendees be excused from their regular duties in order to attend any of the grievance meetings unless excused by the Superintendent. Staff members whose attendance is required by the arbitrator will be excused by the Superintendent.

E. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

F. If a grievance appears to rise from the actions of an authority higher than the principal of a school and affects a group or class of teachers, or is a system-wide concern, it may be submitted at Step III.

G. All parties agree that proceedings shall be kept confidential.

H. The Association is not bound by this contract in using its discretion in determining at any level of the grievance procedure to withdraw or maintain support of a grievance, and shall have the sole authority to advance grievances to arbitration.

5.6 Miscellaneous

A. Nothing contained in this procedure shall be construed as limiting the individual right of a member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication. However, the Association shall be entitled to have representation of its choice at all meetings involving the formal Grievance Procedure. There shall be no resolutions of grievances at any level of this Grievance Procedure which shall be inconsistent and/or conflict with the terms and conditions of this Negotiated Agreement.

ARTICLE VI---OTHER CONDITIONS OF EMPLOYMENT

6.1 Certification/Licensure

A. Bargaining unit members must be certificated/licensed by the State of Ohio, Department of Education.

B. Bargaining unit members with temporary certificates shall complete requirements for Provisional Certificates/Licenses. Teachers with Provisional Certificates/Licenses must meet legal requirements for renewal.

C. Certification/licensure and certificate/licensure renewal are the responsibility of the bargaining unit members. The Superintendent's office shall make every effort to assist them with certification/licensure.

D. Bargaining unit members shall maintain all areas of certification/licensure which were held on the date of employment, for a period of five (5) years (July 1 - June 30). Bargaining unit members shall receive a salary and benefits in accordance with all applicable provisions of the Ohio Revised Code, which currently state that no teacher shall receive salary and/or benefits without holding proper certification. Bargaining unit members must be able to provide proof of proper certification to the district by September 1 of each school year.

E. If a bargaining unit member is requested, but not required by the Board of Education to secure new areas of certification/licensure, the Board shall reimburse tuition costs.

F. Local Professional Development Committee (LPDC)

1. Purpose and Authority

   a. The purpose of the District LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301-24.

   b. The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated agreement or law.

   c. The Association shall be held harmless in any suit, claim or administrative proceeding arising out of or connected to actions taken by the LPDC.

2. Selection of Committee Members

   a. The LPDC shall be comprised of a majority of practicing classroom teachers appointed by the Association.

   b. The committee shall be comprised of four (4) Association - appointed teachers and two (2) administrators pending LPDC approval.

3. LPDC Procedures

   a. The LPDC shall determine the time, location and number of committee meetings.

   b. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the association.

   c. The LPDC shall work with other educators to establish its Plan of Operation.

4. Training and Compensation

   a. The LPDC member shall be provided with on-going training as determined by the committee.

   b. LPDC members shall be compensated at the index rate of .0403 on the supplemental salary schedule in order to perform his/her LPDC duties.

5. Facility, Equipment and Support Services

    a. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.

    b. The LPDC shall be provided with secretarial support and any other support services necessary.

6. Terms of Office

    a. The Association shall determine the length of the term of office for the teacher members of the LPDC.

7. Employee Protection

    a. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.
    b. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

8. LPDC Appeals Procedure

    a. The LPDC shall determine its own appeals procedure.

    b. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

6.2 Assignments and Transfers

A. All assignments of unit members will be made only into areas where proper certification/licensure by the State of Ohio is evident in the form of a valid and current certificate/licensure.

B. Assignment of all unit members into areas of proper certification/licensure is and will remain the responsibility of the Superintendent.

C. Letter of intent forms will be distributed to all unit members after January 1 of each year.

D. Request for changes of assignment should be indicated in the letters of intent.

E. In the event of an opening in the District:

1. A notice of such opening will be posted on the faculty bulletin board of each building and the district website for a minimum of five (5) school days (excluding weekends or other days when school is not in session). Such notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position. Certificated/licensured personnel within the district will be given the opportunity to apply for posted openings within one week of the initial postings of announcements.

2. Qualified personnel within the district shall, when feasible, be given priority in reassignment to vacancies. Items such as major and minor fields of study, needs of the educational programs, member's area of competency, previous involuntary transfers or reassignments, availability of work, and length of service in the district will be considered in the transfer and/or reassignment of personnel. Determination of qualifications shall remain the responsibility of the Superintendent.

3. The Association President and designees (not to exceed five (5)) shall be notified of vacancies occurring during the summer. Such notification shall be provided only if the Superintendent is /provided with the list of designees prior to the end of the school year. It is not the responsibility of the Board/Administration to seek out this information from the Association.

F. In the event an employee desires a change of position to another teaching area, grade level, or another area where proper certification/licensure is held, or to another building, such person shall make formal application to the Superintendent. Upon determination by the Superintendent that such opening exists and the member possesses the proper certification/licensure and qualifications, the member shall receive priority consideration for such change. Such consideration shall include a discussion concerning the position with the Superintendent/designee prior to the filling of the position. The unit member will be notified whether or not he/she has received the position.

G. Building and teaching assignments for all unit members will be made by July 1 of each year. A notification will be mailed only to members who have a new or additional assignment and will include the building assignment as well as the subject or grade to be taught.

H. The Superintendent retains the administrative prerogative to change or modify member assignments after July 1. However, the member/s involved shall receive a notice in writing of the change and the reasons for it at the earliest possible time.

I. If requested by the unit member, a personal conference shall be held with the building principal or the Superintendent/designee to discuss further the change in assignment.

J. In the case of a unit member requesting a transfer (as in F. above), the reasons for denial of the application will be given to the member upon request.

6.3 Layoff Procedure and Procedure for Reduction

A. Reduction In Force Defined:

1. A reduction in force (RIF) is the suspension of a bargaining unit member's employment status.

B. Layoff Procedure:

1. When the Board determines that it is necessary to reduce the number of certified staff positions, it may make such reduction due to decreased enrollment of students, return to duty of regular unit members after leaves of absence, suspension of schools, territorial changes affecting the district, or for financial reasons.

a. To the extent possible, persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed.

b. The Association will make every effort to encourage bargaining unit members to notify the office of the Superintendent or designee in writing of his/her intent to request leave, retire, return from leave, or resign.

c. Reductions needed beyond those by attrition shall be made by suspension of contracts.

C. Procedure for Reduction:

1. The administration shall inform the President of the Association and/or his/her representative/s in writing concerning any anticipated reductions in staff. Such notice shall be given at least fourteen (14) days prior to official Board action. Such notification shall include the positions being considered for reduction and the reasons for those proposed reductions.

2. Bargaining unit members will be placed on two (2) separate lists (one for limited contract members and one for continuing contract members) in areas for which they are properly certified/licensed and by their ranking on the performance evaluation rating within their

certification/licensure area (s). Members on a continuing contract shall hold greater status in the District than members on a limited contract and shall not be RIF'd before limited contract members.

a. In the event of a pending reduction in force or if requested by the Association President and/or his/her representative/s, a RIF-ranking list shall be given to him or her on or before November 15 of each school year. The BEA president shall notify unit members of the list's availability via school e-mail and unit members wishing to check the accuracy of their own information shall contact the BEA president.

b. Each member shall have until December 15 to advise the Treasurer of any inaccuracies which affect his/her information.

c. The Treasurer or his/her designee shall investigate all reported inaccuracies and make such adjustments as are in order and notify unit members of such adjustments. The updated list shall be given to the Association President and/or his/her representative/s, if requested, on or before January 15.

3. Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular teaching contract in the Bellefontaine City School District. Seniority may only be used as a "tie breaker" between two members who have comparable evaluations.

a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.

b. If two or more members have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the member was hired and by;

2. The date the member signed the initial contract in the district, and then by;

3. Any remaining ties will be broken by the Superintendent's review of recent evaluation and judgment regarding the best interests of the district.

4. Recommended reductions in a teaching field will be made by the following procedure:

a. Teachers shall be divided into two tiers within each teaching field: limited or continuing contract.

b. Teachers shall be ranked based on their performance evaluation rating into four groups within the prescribed tiers: Accomplished, Skilled, Developing or Ineffective.

c. The Superintendent/Designee shall recommend reduction in force within tiers beginning with Limited Contracts/ Ineffective.

d. Seniority shall be used as a “tie breaker” between two teachers with comparable ratings.

e. For the purpose of this agreement, comparable evaluation shall be defined as “like” ratings (i.e. Accomplished to Accomplished, Skilled to Skilled, etc.).”

A member so affected may elect to displace another member who holds the lowest rated position on the seniority list in another area of certification provided he/she holds a valid certificate in the area and unless:

a. He/she elects to displace another member who teaches advanced science, advanced math, or advanced foreign language, then he/she must have taught those subjects for at least one hundred and twenty (120) days in the last five (5) school years immediately preceding the date of reduction, unless remediation in course subject is obtained or the member demonstrates adequate proficiency in the area to be taught.

b. Notice of intent to displace must be made within ten (10) calendar days of receipt by the member of notice that his/her contract will be suspended. The ten (10) days include date of receipt of notice.

5. Other factors may be used to determine those affected by a reduction in force if the Superintendent is able to demonstrate clearly that the use of some other factor is necessary to maintain a current educational program.

6. Notification:

a. Unit members shall be notified of the Superintendent's recommendation to suspend their contracts at least five (5) calendar days prior to the Board meeting at which the implementation of the reduction in force policy will occur.

7. Recall:

   a. The names of unit members whose contracts are suspended will be placed on a recall list for up to twenty-four (24) months from the date of reduction.

   b. Unit members on the recall list will be recalled in reverse order of the layoff for vacancies in areas for which they are certified.

   c. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of each unit member on the recall list who is qualified according to this provision.

   d. It is the unit member's responsibility to keep the Board informed of his/her current address. Each unit member is required to respond by certified mail to the district office as to whether or not the position will be accepted. The highest rated and most senior of those from the recall list responding will be given the vacant position. Any unit member who fails to respond or who declines to accept the position within ten (10) calendar days will forfeit all recall rights.

   e. A unit member on the recall list, upon acceptance of a position, shall return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of the layoff.

   f. A unit member whose contract is suspended pursuant to the provisions of the Article shall receive a letter from the Superintendent that the contract was suspended because of a reduction in force and a copy of this letter shall be placed in the unit member's personnel file.

   g. Where group life/health insurance policies permit, a unit member whose contract has been suspended may continue to participate in those benefits**.** Unit members may maintain their health insurance provided they assume the cost of COBRA rates for that insurance.

8. These procedures apply only to the suspension of contracts for reasons as set forth in 6.3(B)**.** This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel practice in the District.

9. If a position initially abolished is reinstated or if a new position/s is/are established, an attempt will first be made to fill the vacancy from unit members on the recall list prior to filling such vacancy pursuant to 6.2 of the negotiate agreement.

10. Except in the most unusual situations no reduction of educational program shall be made less than requirements currently set forth in the State Minimum Standards for Elementary and Secondary Schools.

6.4 Separation

A. Resignation:

1. A bargaining unit member desiring to resign should do so, in writing, as early as feasible. A bargaining unit member may submit a written resignation, effective as of the end of that bargaining unit member's contract year, at any time on or before the tenth of July. Such resignation shall be accepted by the Board. A resignation after the tenth of July must be recommended by the Superintendent and approved by the Board before it becomes effective. A resignation may be withdrawn by the person submitting it, at any time prior to the time the Board has taken action on it, by a letter submitted to the Superintendent.

B. Termination of Contract by Board shall be in accordance with R.C. 3319.16 and 3319.161.

6.5 Payroll Deductions

A. Deductions of Association dues shall begin with the first check in October and are equally divided over a total of twenty (20) paychecks. The Association shall notify the Board Treasurer of those members who will participate in payroll deductions by September 15 of each year, and shall indicate the total amount to be deducted from each check. The Association Treasurer shall furnish an original document signed by the member authorizing such deduction. The Board Treasurer shall transmit to the Association Treasurer, on the work day following each pay period, the total dollars withheld for Association dues in a check payable to "The Bellefontaine Education Association."

B. Credit Union:

1. Bargaining unit members participating in the credit union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rules and regulations of the credit union.

C. United Way:

1. Authorized deductions shall begin with the first paycheck in November and be equally distributed over a total of ten (10) months (deducted the second pay of each month).

D. Political Contributions:

1. Pursuant to Section 3313.262, Revised Code, the Board will deduct from the salaries of employees such amounts for political organizations and parties and for non-partisan issues as the employee, by written authorization, may demand. Such written authorization must be on a form different from the dues authorization form.

E. Tax-Sheltered Annuities:

1. Payroll deductions for tax-sheltered annuity programs will be made. There shall be an open enrollment period for tax sheltered annuities. Employees can make changes in their tax-sheltered annuity at any time during the year. Two (2) equally divided deductions will be made per month.

F. Dues Deduction

1. Dues Deduction authorization may only be revoked by a member by submitting a written request by Oct 31 in any year for such termination of dues to the Association Treasurer and to the Board Treasurer. Members who check off continuing membership shall not be required to fill out another dues deduction authorization from year to year, but must comply with this provision if they choose to discontinue membership. The Board Treasurer shall cease such dues deductions only upon written notice from the Association.

2. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise from or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board, or in compliance with the provisions of this Article.

G. Payroll deductions

1. Payroll deductions may also be used for the employee's share of insurance, garnishments, purchase of retirement credit, back taxes, cancer insurance, Ohio deferred compensation, or other reasons, with the knowledge of the Association (see also Section 9.4K).

6.6 Class Size

A. The Board and Association agree that class size is perceived by bargaining unit members as an important component of their working conditions and as being a factor in the quality of educational services. The Board and Association therefore agree that:

1. The administration shall continue to abide by the Administrative Guidelines established to regulate class size. A copy of these guidelines shall be given to the Association President.

2. Bargaining unit members are encouraged to report special problems, considerations, situations, or ideas to the administration as early as possible. Consideration of such reports shall be given priority treatment by the administration.

3. Input and recommendations from Department Heads and Instructional Team Leaders shall continue to be given priority consideration when establishing class size.

4. The Administrative Guidelines may be subject to the Complaint Procedure but are not subject to the Grievance Procedure.

6.7 Secondary Teaching Load

A. Middle school bargaining unit members may not be required to teach more than six (6) periods in a school day, and high school bargaining unit members may not be required to teach more than the equivalent of three (3) block periods in a day, but unit members may be requested, but not required, to volunteer to do so in lieu of study hall or other supervisory duties. The remaining time will be planning time free of meetings and/or other duties except under extenuating circumstances.

6.8 Elementary and Intermediate Planning Time

Elementary and Intermediate planning time shall be at least four hundred (400) minutes per week, based on a five (5) day week, free of meetings and/or duties except under extenuating circumstances.

6.9 Student and Community Enrichment Events

Teachers whose attendance is requested at open house-like events including but not limited to “Freshman Camp”, “Back to School Night”, and elementary and intermediate music program shall receive compensatory time on a subsequent work day in an amount no less than the event’s length. Attendance at such events which occur outside of the teacher’s contract work day/year shall not be mandated.

6.10 Employee Discipline

The administration may take progressive disciplinary action against any professional employee for good and just cause resulting from violations of, or failure to comply with any provisions of this contract, reasonable rules and regulations adopted by the Board and implemented by the Administration, and for conviction of a felony or major misdemeanor. All disciplinary procedures shall be carried out in private, in a timely fashion, and in a businesslike manner. Whenever applicable, discipline shall be addressed at the lowest possible administrative level. Any discipline against a bargaining unit member must be initiated within ten (10) workdays after the administration has knowledge of the event or should reasonably have known of the event necessitating the discipline.

A. Discipline should be to instruct as well as to correct and will be progressive in nature, except when an alleged offense is serious enough to merit a higher form of discipline or discharge at the discretion of the Superintendent/designee. Before implementing the discipline steps, the administration shall hold an investigatory meeting with the bargaining unit member to give him/her an opportunity to learn the reasons for the potential disciplinary action and to challenge the reason for the potential action or otherwise explain the alleged misconduct or other cause. All allegations shall be substantiated prior to any discipline being applied. Association representation shall be allowed at any step.

B. Steps

1. The first instance of misconduct by a bargaining unit member may, at the discretion of the administration, result in a verbal warning. Such verbal warning shall not be recorded in the bargaining unit member's personnel file.

2. Should the same or similar problem occur a second time or the severity of the violation warrant, a written reprimand may, at the discretion of the administration, be issued to the bargaining unit member. The written reprimand shall be signed and dated by the bargaining unit member if it is to be placed in the bargaining member's personnel file. Signing the written reprimand by the bargaining unit member does not indicate agreement and the unit member may attach a written response to the written warning which shall be placed in the unit member's personnel file with the written reprimand should the written reprimand be placed in the unit member's personnel file.

3. Should the same or similar problem occur a third time or the severity of the violation warrant, the Superintendent/ designee, for good and just cause, may suspend a unit member with or without pay for up to three (3) days.

4. Further misconduct occurring after Step 3 may result in further suspension without pay by the Superintendent/ designee; or the Superintendent/ designee, for good and just cause, may recommend contract termination proceedings be initiated by the Board pursuant to Section 3319.16, Revised Code.

C. If the Superintendent/ designee determines that the bargaining unit member's continued presence in employment prior to the investigatory meeting poses a danger to any person(s) or property or pose a threat of disrupting operations, he or she may suspend the bargaining unit member with pay for up to three (3) days pending the investigatory meeting to determine potential disciplinary action.

D. When imposing a suspension without pay by the Superintendent/ designee or when contract termination proceedings have been initiated by the Board, the Superintendent/ designee shall provide written notice of the action and grounds for the action to the bargaining unit member and the BEA President.

E. The bargaining unit member may file a written grievance if he or she feels unjustly reprimanded, given a suspension or is terminated. Such written grievance shall be filed in accordance with the time limit set forth in Article 5 – Grievance Procedure.

6.11 Resident Educator Program

A Resident Educator Program shall be implemented in accordance with the Teacher Education and Licensure Standards, the guidelines and standards established by the Ohio Department of Education, all applicable laws and rules and with the provisions of this section. A Resident Educator Mentor shall be assigned to each newly hired teacher employed under a four (4) year resident educator license. The purpose of this program is to provide assistance in enhancing teaching skills and give support for professional development.

A. <u>Mentor Teachers</u>

1. The responsibilities of the assigned resident educator mentor teacher will include the following:

   No mentor teacher shall participate in any formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding continued employment of the resident educator.

All interaction, written or oral, between the mentor teacher and the resident educator shall remain confidential and shall not be used by either the Board of Education or the Association in termination or non-renewal actions, unless the matter involves illegal, immoral and/ or criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or §ORC 3319.16.

2. Criteria for selection of mentor teachers will be as follows:

It is recommended that a mentor teacher meets the following criteria: has earned a five-year Professional License or 2 - year Provisional License that has been renewed two or more times, has completed five (5) years of teaching experience; has recent classroom experience within the last five (5) years and has successfully completed the requirements of the state.

Posting of mentor positions shall be in accordance with the collective bargaining agreement. Whenever possible, the mentor teacher should be employed in the same building, grade level and hold similar certification/licensure.

A mentor teacher must have demonstrated above average teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.

3. Compensation and Planning Time

Assigned mentors shall be compensated for their work as a mentor teacher at $500.00 for the first mentee and $200.00 for each additional mentee in subsequent years, except when the mentee is completing the Resident Educator formal assessment. In assessment years, $500.00 will be paid for each additional mentee.

4. Third year resident educators will have available to them one professional day in their third year to complete their application. This day may be taken in ½ day intervals or as one day. This day shall not be the first or last day of the week or in the month of May.

B. Resident Educators

School district administrators shall not use a resident educator's ODE assessment information in the district's evaluation of the resident educator. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.

ARTICLE VII---WAGES AND HOURS

7.1 Salary Checks

A. Unit members shall be paid for their regular duties in twenty-six (26) equal installments on every other Friday of the month. Except in those state fiscal years in which twenty-seven (27) pays would accrue, one three-week interval between pays may be chosen at the discretion of the Board in a month which would normally have three paydays, provided the Association is given notice of such plans before January 1. The first check shall be issued on September 9, 2016 and continuing thereafter for the length of this agreement.

B. Whenever the payday falls on a holiday or during a school vacation period, salary checks will be issued on the first preceding workday, except when the period of time between the last workday and the regular payday exceeds three (3) workdays. In the latter case, salary checks will be available on the day of the payday, or the day before, if the payday falls on a school holiday.

C. The Board shall give new teachers credit for teaching experience in other Districts up to ten (10) years as required by law and shall give credit to such teachers for up to five (5) years military service in accordance with Section 3317.13 of the Revised Code. The total years credited for military service and teaching in other districts shall not exceed ten (10) years on the salary schedule unless determined otherwise at the discretion of the Board at the time of employment. This section shall not affect placement of unit members hired by the Board and provided service credit prior to the implementation of this agreement.

D. Direct Deposit: The District shall direct deposit all employees' payroll checks to accounts designated by each employee. Direct deposit shall continue during the employment of the employee. Employees shall maintain bank routing information with the Board Treasurer and shall receive check stubs electronically from the Board Treasurer or designee showing payroll information.

7.2 Supplemental Pay and Vacancies

A. Payment for all supplemental contracts shall be made monthly in equal installments on the second payday of each month in one of two methods at the choice of the employee:

1. Starting with the second payday of the month and thirty (30) days after the employee begins performing supplemental duties and extending until the end of the current contract year, or

2. Starting with the second payday of the month and thirty (30) days after the employee begins performing supplemental duties and extending until the end of the supplemental contractual period or season.

B. Experience earned in supplemental positions in other districts (or in this district) shall be evaluated by the Superintendent, and at the Board's/Superintendent's discretion, experience deemed equivalent to that in the position to be filled shall be used to place the person on the district's supplemental salary schedule.

C. The issuance of supplemental contracts for supplemental (pupil-activity) programs shall be in accordance with the provisions of the Ohio Revised Code, Section 3313.53, except as those provisions are modified by the terms of this Article.

Supplemental positions held by non-licensed individuals not employed by the district as a teacher or a para-professional, shall be posted annually. Bargaining unit members with prior experience in a specific supplemental duty area within the Bellefontaine District shall be given consideration in filling a supplemental position in that area. Other experience in that supplemental area shall weigh heavily in the decision of filling the position.

D. The Administration will re-convene a committee to continue exploring the supplemental salary scale. This committee will consist of representatives from the administration and the Bellefontaine Education Association members (as appointed by the BEA). This committee will convene within twelve (12) months of ratification of this contract and will have its findings ready to report to the Superintendent of Bellefontaine City Schools no later than the end of each school year.

7.3 Individual Contracts

A. Bargaining unit members whose limited contracts are renewed for the subsequent school year shall be provided such contracts prior to the beginning of the school year and shall contain the following:

1. Type of contract (limited or continuing)

2. Bargaining unit member's name

3. Length of contract

4. School year

5. Number of paydays per year

6. Salary placement (degree, teaching experience, or other experience credit)

7. Salary

8. Signature lines

B. Salary notices need not be provided unless the unit member changes columns on the salary schedule since the issuance of the prior salary notice or is returning from an extended leave of absence during which time his/her salary has changed in accord with this agreement.

7.4 Limited Contracts and Continuing Contracts

A. Limited Contracts:

1. All bargaining unit members employed in the Bellefontaine City Schools will be employed according to the following procedures:

a. All bargaining unit members new to the Bellefontaine City School system shall be hired for one (1) year.

b. Upon re-employment after the first contract, the new contract shall be for one (1) year.

c. Upon re-employment after the second one-year contract, the unit member's contract shall be for two (2) years.

d. Upon re-employment after the first two-year contract, the unit member's contract shall be for three (3) years.

e. Upon re-employment after the three-year contract, the unit member's contract shall be for five (5) years and subsequent renewal thereof shall be for five (5) year periods, except that the Board may offer a one-year extended contract before any five (5) year contract if, prior to the expiration of the last contract, a decision based only upon the written evaluation instrument of the system so warrants it. No extended one-year contract may be offered two (2) or more years in succession.

f. The Board may grant a continuing contract, provided service and certification/licensure requirements are met by the unit member.

g. The usual term of contracts for unit members with continuous service in Bellefontaine shall follow the sequence of one (1) year, one (1) year, two (2) years, three (3) years, five (5) years until eligible for a continuing contract, except as defined in Paragraph e. Effective with the 2007-08 school year, all newly-employed bargaining unit members who are hired with a One-Year Supplemental Teaching License will be limited to a one (1) year contract renewal each year until a multi-year license has been attained.

h. A unit member who resigns or is non-renewed and who is subsequently rehired within nine calendar months shall be eligible for multi-year contracts, subject to the provision of paragraph e.

i. A unit member who resigns or is non-renewed and who is subsequently rehired after nine calendar months have expired shall not be eligible for multi-year contracts and will be treated as a unit member new to the system.

j. This section does not apply to supplemental contracts.

B. Continuing Contracts:

1. In order to be eligible for a continuing contract, a unit member must meet the requirements specified in the Revised Code, which currently states that a unit member must:

a. hold a professional, permanent, or life certificate (under prior law);

OR

b. hold a professional educator license, senior professional educator license, or lead professional educator license (under current law) plus either of the following:

1. if a master's degree was held at the time of initially receiving a certificate or license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license

2. if no master's degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

In addition, a unit member who holds a teaching certificate/license initially issued prior to January 1, 2011 must have had at least three (3) years of teaching experience in the last five (5) years in the Bellefontaine City Schools. A unit member who holds a teaching license initially issued on or after January 1, 2011 must have had at least seven (7) years of teaching experience. Bargaining unit members who are eligible for a continuing contract are required to submit in writing to the building principal and superintendent their request to be evaluated during the year of their eligibility. This request must be submitted by October 15 of each school year. Unit members who have had a continuing contract elsewhere in Ohio become eligible for a continuing contract after serving a two (2) year period in the Bellefontaine City Schools. Unit members who have met all legal requirements to become eligible for a continuing contract but whose work has been evaluated as being less than satisfactory, using the prescribed evaluation procedures, shall be notified in accordance with said evaluation procedures and Revised Code 3319.11, which currently states that they may be placed on a limited contract, provided they are given written notice of the intent to issue such limited contract, with reasons directed at professional improvement of the unit member on or before June 1. Unit members who have had a continuing contract elsewhere in Ohio become eligible for a continuing contract after serving a two (2) year period in the Bellefontaine City Schools. It should also be noted in connection with the question of "service" generally, that there is no distinction made in the statute between service rendered before retirement and after retirement.

7.5 Nonrenewal and Termination, and Fair Dismissal Procedure

A. In effecting the nonrenewal or termination or any unit member contract, the Board shall act in accordance with applicable state statutes dealing with such action except as provided otherwise in this agreement.

B. If the Superintendent intends to recommend the non-renewal of a contract, the bargaining unit member in question shall be given the reason/s for such a recommendation. The Superintendent shall put the reason/s in writing to be presented at a scheduled meeting with the bargaining unit member at least five (5) school days prior to any recommendation by the Superintendent that the contract of the employee may not be renewed. The purpose of the meeting will be to discuss informally the reasons for recommendations. The unit member may be accompanied by a representative of his/her choice.

C. Prior to official Board action, bargaining unit member/s whose contract/s are subject to non-renewal shall be notified of the date when the Board intends to act on the Superintendent's recommendation.

D. The limited contract of any bargaining unit member may be terminated during its term as provided for in Section 3319.16 of the R.C.

E. The establishment of this procedure and requirement shall not create any right or expectancy of continued employment.

F. This section does not apply to supplemental contracts.

7.6 Academic Freedom/Nondiscrimination

A. The unit member has the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage a broad and complete understanding of educational subject matter. Such right shall be exercised within the bounds of professional responsibility and Board educational philosophy and curricula.

B. The Board shall not discriminate against employees with regard to disability, race, color, creed, ancestry, national origin, gender, sexual orientation, religion, marital status, age, political affiliations or opinions. All provisions of the Agreement, Board Policy, and any Building Policies shall be uniformly applied and administered for all employees of the bargaining unit.

7.7 Teacher Evaluations

A. "Evaluators will follow the following timelines as established in R.C. 3319.111 and 3319.112 as well as other procedural aspects of the current evaluation procedures**.** The contents of the Bellefontaine City Schools Teacher Evaluation System binder shall be attached as Appendix B.

B. Unit members will be provided with copies of the evaluation instrument. Newly employed unit members will be provided a copy of the evaluation instrument at or prior to orientation.

C. A unit member receiving a rating of ineffective, based on performance measures, for two out of three years may receive a recommendation of non-renewal of the teacher's contract.

D. Unit members who receive a developing or ineffective performance measure must comply with an improvement plan developed with the building principal/designee. The improvement plan shall include the following components: 1. Address at least two (2) areas of deficiencies and 2. Facilitate professional development opportunities. The Board's plan for the allocation of financial resources to support professional development is as follows: reimbursement/tuition, LPDC, In-service/waiver days, book studies, consultants, and professional development opportunities.

E. Starting in the 2015-2016 school year, unit members who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the unit member has received an “ineffective” rating on the performance measure of the evaluation for two of the three most recent school years. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

F. The procedural aspects of the evaluation shall be subject to the grievance procedure and the substantive aspects are subject to the complaint procedure.

G. Any minor changes in the teacher’s evaluation instrument will be developed and approved by a committee consisting of four (4) Association-appointed members, the BEA President or designee, two (2) administrators, and the Superintendent or designee. Any substantive changes to the teacher evaluation instrument or procedure shall be ratified by the BEA prior to implementation.

7.8 Sick Leave

A. All contractual employees shall be entitled to sick leave benefits computed at the rate of one and one-fourth (1 1/4) days of credit for each month of completed service, or fifteen (15) days each year, cumulative to 302 days. For part-time unit members, the computation shall be proportioned to their contracted services. Sick leave may not be taken in increments of less than one-half (1/2) day.

B. Sick leave shall be granted for personal illness or illness in the family. Illness in the family shall be construed to apply only to the immediate family (spouse, child, mother, father, sister, brother, mother-in-law, and father-in-law, grandparents, grandchildren, or someone who stands in these same relationships to the employee) and shall be an illness of severe nature such as one that would require hospitalization of the family member or one that would involve special attention for that member.

C. Beginning unit members will be allowed a credit of five (5) days at the opening of the school year. The five (5) days must be earned and at the end of four (4) months, if none of the days has been used, the amount accumulated remains at five (5) days. Up to ten (10) days of sick leave may be advanced to an experienced member who has exhausted sick leave during the current school year. Members cannot borrow additional days in sequential years until all days advanced have been made up.

D. Sick leave may not be used for child care beyond the time approved by an attending physician.

E. Unit members shall be allowed the use of sick leave of up to five (5) days for the death of members of the immediate family. One (1) day will be allowed for other blood relatives.

F. Should the school be closed during the period of an employee's sick leave by an "emergency" day, as called by the Superintendent, or a holiday, such employee will not be charged a sick leave day.

G. The abuse of sick leave may result in loss of pay for those days abused or may result in termination as defined in R.C. 3319.141.

H. Sick Leave Bank: All employees of Bellefontaine City Schools are eligible to receive donations of personal days and vacation time from other Bellefontaine City School employees in order to provide extra sick leave days for employees who have catastrophic personal illness/injury or who have immediate family with a catastrophic illness/injury.

1. In the case that an employee of Bellefontaine City Schools has exhausted all of their available sick leave, personal days and vacation time, it is permissible for other employees to donate unused personal days or vacation days to extend the sick leave of that individual.

2. These days will not count against the perfect attendance incentive for the donor. Each donor may only give one day per occurrence.

3. Sick leave may be extended up to forty (40) days for the individual's illness/injury and up to twenty (20) days for immediate family. Immediate family shall be limited to spouse, children, and parents. In situations where the employee is the primary caregiver for another person, their case may be brought to the Sick Leave Extension Committee for a determination of eligibility.

4. The Board of Education will pay out no more than twenty thousand dollars ($20,000) per year for this benefit.

5. Any employee or their representative who wishes to use this benefit must notify the president of their respective bargaining unit (secretaries and administrators will ask the superintendent).

6. The president of the bargaining unit will ask the superintendent to convene the Sick Leave Extension Committee. This committee shall consist of the President of the BEA or their representative, the President of OAPSE or their representative and two administrators appointed by the superintendent.

7. The individual requesting the days may be asked to appear before the committee (if practical) and the committee may ask for, and must be granted, documentation from a physician concerning the necessity of the leave.

8. The committee must have a majority of affirmative votes (at least three) for the leave to be granted. The decision of the committee is final and is not subject to the grievance process.

9. The confidentiality of the committee meeting will be absolute. No record of the voting results will be released other than to say that the leave was approved or disallowed.

10. If the leave is approved, the president of the member's bargaining unit will be responsible for collecting signatures from employees who are willing to donate unused personal days or vacation time. The first forty signers (twenty if the leave is for a family member) will be donors. Signatures will be accepted in multiples of ten. Any donated days that are not used will not be returned to the donors.

11. Employees using donated sick leave will not accumulate sick leave during that time.

12. An employee who is receiving worker's compensation or who is eligible to retire (meets minimum requirements for full retirement) will not be eligible for this provision.

13. If appropriate, an employee must apply for disability if they are not of retirement age. This determination will be made by the Sick Leave Extension Committee.

14. The individual using this provision must work for Bellefontaine City Schools for at least three years after using this provision, unless the employee retires or must leave due to circumstances beyond their control. In the case that the employee leaves to work for another school district or company, that individual will be required to pay back the donated time at their per diem rate at the time of the donation. One third of the accrued debt will be forgiven per year of employment for each of the three years.

15. No instances of pregnancy or childbirth will qualify for this provision. No instances of self-inflicted injury will qualify for this provision.

16. Acceptable reasons for using this provision would include catastrophic illness, catastrophic injury, mental illness requiring hospitalization, stroke or heart attack, non-elective doctor mandated surgery, and other reasons deemed appropriate by the committee.

7.9 Leaves of Absence

A. Requests for a leave of absence shall be granted for illness or disability due to pregnancy, and may be granted for child care, adoption upon receipt of legal custody of the adopted child, or education work leave.

1. No salary will be earned by the employee on a leave of absence without pay, nor shall the employee accrue seniority and thus advancement on the salary schedule during the leave of absence. Previously established tenure and seniority rights shall be retained.

2. A request for a leave of absence shall be made in writing to the Superintendent, through the principal involved, no later than thirty (30) days prior to the requested start of the leave of absence, except medical leave and child care leave can be granted on shorter notice in case of an emergency or urgent necessity.

3. The application (request) will state the anticipated date of return. If written notification of the intention to return has not been received by April 1, the bargaining unit member shall have been considered to have resigned.

4. Leaves of absence may extend for no more than two (2) complete school semesters following the semester during which leave began, except for educational leave, which may extend for no more than one school year or two (2) semesters. No leaves of absence for less than a year will be granted beyond the semester break. The Superintendent may grant exceptions upon the request of a bargaining unit member who has requested a leave of absence or who is on a leave of absence.

5. While on leave, a member will have the right to continue all group insurance. The total amount will be at the member's expense, regardless of the negotiated agreement on medical insurance as stated in this agreement, if permitted by the carrier. The member, in order to be eligible for such insurance, shall pay the cost of this insurance at least one (1) week prior to the date the Treasurer is required to remit the amount. Failure to do so will result in cancellation of membership in the insurance plan.

6. The Superintendent reserves the right to terminate prematurely a leave of absence should there exist factual information indicating this privilege is being abused. Should the information be open to question in respect to the authenticity, completeness, or proper interpretation, the grievance procedure is the proper method of appeal.

7. Should the situation or condition prompting the request for a leave change prior to the action by the Board, the request may be withdrawn.

8. A member who has begun a leave of absence will be expected to complete the term of leave.

9. A member who is granted a leave of absence for a year will be reassigned by the Superintendent according to the usual assignment procedures. A member who is granted a leave until the end of the semester will be reinstated to his/her former position.

7.10 Short Term Leave Without Pay

A. A bargaining unit member may be granted up to five (5) days without pay per school year, with the approval of the Board of Education. Member benefits will continue for members who are approved for short term leave without pay. Leave without pay may be approved before or after school holidays or in conjunction with personal days under unusual circumstances and at the sole discretion of the Superintendent/Designee.

7.11 Military Leave

A. Military leave will be granted in accordance with applicable law (R.C. 3319.14).

7.12 Family Medical Leave

A. Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the Act will be provided to members covered by this agreement.

B. A member must have one (1) year's service in the district to be eligible for benefits under this section of the agreement.

C. Leave Provisions

1. Each eligible member is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or to use for the member's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this agreement.

3. Eligible members may choose to substitute a paid sick leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this Article.

4. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The member must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible if less than thirty days.

5. Leave under this section may be taken intermittently, when medically necessary. The member will attempt to schedule medical procedures so as not to interrupt work unnecessarily.

6. In the case of birth of a child, adoption of a child, or child placement when an eligible husband and wife are both employed by the Board, they are limited to a combined total of twelve (12) work weeks of FMLA leave during any twelve (12) month period. If the eligible wife takes the full twelve (12) weeks of FMLA leave in a twelve (12) month period, then the eligible husband may take one (1) week of FMLA leave in the same twelve (12) month period.

D. Protection of Employment and Insurance

1. The Board shall return the member taking a leave under this Article to the same position he/she occupied prior to the leave, if possible.

2. The Board will continue to pay the Board contribution to the current medical and dental insurance plans for the member while on leave under this section.

3. The taking of a leave under this section shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

1. The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this section. Such certification will include a statement by the physician that the member is unable to perform all duties of his/her position, or that his/her presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

1. If a member takes a leave under this Article which is to terminate within the last three weeks before the end of the school term, and the leave is of more than five weeks duration, the Board may require the member to remain on leave for the remainder of the term, under the same conditions as are required by this article, even if all twelve weeks required by law have been used.

7.13 Educational Leave with Pay

A. Upon written application to the Superintendent and approval by the Board, a member may be granted a leave of absence for professional improvement for one school year or two (2) semesters with pay.

B. The member requesting a professional leave of absence with pay shall submit a plan to the Superintendent, outlining the proposed professional improvement to take place during the leave period. The applicant must show the value of the proposed plan to the Bellefontaine City Schools and the educational program thereof. Professional improvement leave shall be granted for the following purposes:

1. Professional graduate study in the teaching area of the applicant, guidance and counseling, or educational administration.

2. Professional performance or field experience directly related to the teaching field of the applicant.

3. Professional research or writing in the teaching field of the applicant.

4. Other - as deemed beneficial to the Bellefontaine City Schools by the Board.

C. Upon the return from the leave, the member must submit evidence to the Superintendent that the plan was followed.

D. An applicant must have completed a minimum of five (5) years of service in the Bellefontaine City School system immediately preceding the professional leave.

E. A member granted a leave of absence for professional reasons shall not advance on the salary schedule for the time of the leave. Previously established tenure and seniority rights shall be retained.

F. The member requesting leave with pay must request such leave by May 1. He/she must also sign an agreement committing himself/herself to returning to the Bellefontaine City Schools for at least two (2) years or repay the amount of the leave with pay.

G. Only one (1) leave with pay will be granted each year. A second leave may be granted if the Board determines sufficient funds are available.

H. The amount of the leave payment will equal the difference between the salary of the member on leave at the beginning of the school year and the salary of the member replacing the member on leave. Any salary increase during the school year will be considered for the member leave payment. The member will receive one-half (1/2) of the leave payment on the payday following the start of school and one-half (1/2) on the payday following the end of the first semester.

7.14 Personal Leave

A. Personal leave is an excused absence, with pay, taken by the employee and may not be used in increments of less than one-half (1/2) day. Personal Leave is for personal reasons which, due to time, distance, or other unique factors cannot be accomplished outside of regular working hours. Personal leave is not intended to be used for vacation, except under extenuating circumstances, involving major life events.

B. Each bargaining unit member shall be permitted three (3) Personal Days, provided the following conditions are met:

1. One week's written notification be given to the building principal and Superintendent/Designee.

2. The day requested is not the day immediately prior to, or immediately following, a school vacation or holiday, unless reasons are given and the Superintendent/Designee approves.

3. Personal Leave may be taken on consecutive workdays with verbal approval of the building administrator(s) and/or the Superintendent.

4. The Superintendent/Designee may waive the above requirements under unusual circumstances if reasons are given for the use of personal leave and a replacement, if necessary, is able to be obtained. This replacement requirement shall not be grounds for refusing a request unless the number of employees requesting a day of personal leave exceeds the number of people who may reasonably be available for replacement.

5. No more than ten percent (10%) of the bargaining unit members assigned to a building shall be absent from their assigned building for reason of personal leave on any given school day.

6. No personal leave days may be taken during the last fifteen (15) school days (including teacher workday(s) except in a situation approved by the Superintendent/Designee.

C. Any unused personal days at the end of the school year will roll over into sick days at the start of the next school year.

7.15 Court Appearance/Jury Duty

A. In case of absence from duty in response to subpoena for a case in court or an administrative hearing, the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena, shall be submitted to the Board. Members receiving notices of jury duty shall be granted a leave of absence without loss of pay or benefits for the duration of the leave. The compensation received as a juror, less travel expenses, shall be submitted to the Board.

B. A member who is subpoenaed to appear as a witness in a court of law to give testimony in a school business/activity case shall be granted a leave in accord with 7.12A except that the compensation received less expenses of no more than five (5) dollars per day shall be submitted to the Board. Receipts for expenses shall be submitted to the Board.

7.16 Assault Leave

A. Any service-connected case of physical or verbal assault on a member of the bargaining unit occurring on the school premises during a school-sponsored function and not caused by another employee of the district shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss of pay and shall not be chargeable to sick leave to a maximum of fifteen (15) days per member each school year. The member shall provide a written statement of the facts surrounding the assault and his/her willingness to participate fully and cooperate fully with the Board in pursuing legal action against the alleged assailant/s.

B. Medical verification shall be furnished to the Superintendent for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, Board shall pay the full cost of the examination.

C. Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

D. If a member is required to be absent from school because of court appearance/s resulting from an assault and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

E. The member assaulted agrees to cooperate fully with police and the administration in any investigation of an alleged assault unless otherwise advised by his/her legal counsel.

7.17 Professional Leave

A. Professional days are used for educational conferences related to the member's assignment or for visitation to exemplary programs.

B. Such leaves must be approved by the principal and affirmed by the Superintendent/Designee.

C. A one week written notification should be given to the building principal and the Superintendent. The Superintendent may waive this requirement under unusual circumstances. The form to be used shall be developed by the Superintendent.

D. The Superintendent has authority to grant such requests for member absences for professional conference attendance with the following payment to the member:

1. Absence without loss of pay.

2. Absence with loss of pay equivalent to the wages paid a substitute or loss of half pay if no substitute is required.

E. Employees sent to such conferences as representatives of the Board shall have no deduction of pay. Expenses directly related to the educational conference and/or visitation may be paid by the district.

ARTICLE VIII---OTHER PROVISIONS

8.1 School Calendar

A. A committee shall be established for the purpose of recommending a school calendar. The committee shall be composed of the building principals, two teachers from each building (one appointed by the BEA president), a representative of the Association, and the Superintendent or designee. In addition, representatives from the Ohio Association of Public School Employees Local 30 (OAPSE) will sit on this committee.

B. The committee shall present a school calendar to the Superintendent prior to April 1. The Association may also make recommendations regarding the calendar.

C. The committee may recommend a single or multi-year calendar. When a multi-year calendar is approved, the committee may reconvene annually in January to make adjustments to the calendar as needed.

D. The Superintendent shall recommend a calendar to the Board. Prior to making changes in the calendar after it has been adopted and where such change affects unit members, the Association shall be provided an opportunity to provide input concerning suggestions and alternatives (e.g. where alterations are considered, due to "makeup" days for calamity days, input and alternatives may be provided by the Association prior to scheduling such make-up days).

E. Calamity days that are to be made up will be made up at the end of the school year provided those days do not exceed five (5) days. If the days to be made up exceed five (5) days, then spring break days, if scheduled on the school calendar, will be used to make up the days in excess of five (5).

8.2 Intra-School Substitution Conditions and Compensation

A. When any member, including special areas of instruction, is absent from school, every reasonable effort will be made to obtain a certificated/licensured substitute for the member. Substitute teachers shall be selected from the list certified by the Superintendent. When a specialist is absent and no substitute is available, the teacher that keeps those students shall be compensated accordingly with Article 8.2.B.

B. Intra-school substitution may be performed by a regular teacher who volunteers to teach during his/her regular assigned conference period. Certificated employees will be paid according to the following length of time:

46-80 minutes	-	$25.00
20-45 minutes	-	$12.50

C. When a substitute is not available and students are placed or split into other classrooms, the teacher(s) covering shall be compensated according to Article 8.2.B. as such:

1. Teachers covering students 20 to 45 minutes shall be compensated $12.50;

2. Teachers covering students 46 or more minutes shall be compensated $25.00;

3. Teachers shall not be requested to accept more than one-third (1/3) of students from another class.

8.3 Medical Examination

A. The Board shall pay for all medical examinations that it requires of members to the extent that such examinations are not paid for by insurance coverage provided for in this agreement, with the exception of the pre-employment physical.

8.4 Personnel Files

A. The personnel files of members of the bargaining unit will be located in the Board offices. Unit members shall have access to all materials contained in the files, except confidential pre-employment information, within one day of the receipt of a written request to review the files of said member upon presentation of a written authorization from the member, including the signature of said member.

1. Any examination of a member's personnel file shall be governed by the current Ohio Public Records Law (O.R.C. 149.43) and Ohio Privacy Act (O.R.C. 1347.01). The Board shall maintain confidentiality with respect to items required to be confidential by law, for example, social security numbers, annuities and medical information. A member shall be notified, within 24 hours, confirmed and with all available information, any time a request has been made to view his/her file by someone other than the building principals, the Superintendent, treasurer, assistant superintendent or secretary to the superintendent. All materials placed in the personnel file of members shall include the dates the items were placed in the files.

B. Prior to placement in the files, a member shall be given a copy of any material:

1. Relating to evaluation and classroom performance and the member will initial the material indicating that the member has seen it. The initialing does not mean agreement, but only that the material has been reviewed by that member. Lack of such initialing by the member due to refusal or neglect shall not preclude its placement in the file and such refusal or neglect may be noted and included with the material to indicate the member was shown the material and did not so acknowledge he/she was shown the material by initialing it.

2. In the form of written criticism or complaints, and the member may initial the material indicating he/she has seen it. The initialing of the material does not indicate agreement with its content.

3. Members shall have the right at any time to attach a written reply to any material being placed in the file and this replay shall be attached to the material in question. Anonymous letters, complaints and/or commendations will not be included in the personnel files of any member of the bargaining unit, nor shall they be made a matter of record.

4. Any member shall have the right to obtain a photo copy of any item (except confidential pre-employment items) in the personnel files upon the payment of the reasonable cost of photocopying said material. Records shall be examined in the presence of the Superintendent or designee and shall not be removed from the immediate area.

5. The provisions of this section of the contract shall not be construed as limiting the rights accorded to a bargaining unit member pursuant to Title 1347 of the Revised Code.

6. Upon request of the unit member, material may be removed from his/her file five (5) years from date of placement. Such removal shall be done upon consent of the administrator responsible for placement of the material in the file and/or the Superintendent.

8.5 Use of Extended Service

A. Bargaining unit members who are granted days of extended service, must use them as assigned, in units of not less than one-half (1/2) day at a time. If they cannot be used as assigned, they may be rescheduled with mutual agreement. If there is no mutual agreement, the days will be cancelled.

ARTICLE IX---ECONOMIC PACKAGE

9.1 Salary

A. In recognition of the Association's dedication to the students and community of Bellefontaine, bargaining unit members shall be paid according to the salary schedule set forth in Appendix A.

For bargaining unit members to be eligible for the BA plus hour step increases, all additional hours over the BA must be graduate hours and will be measured in semester hours. If quarter hours are accumulated, it will take three (3) quarter hours to equal (2) two semester hours. (Note: A quarter hour is equal to 2/3 of a semester hour).

B. The summer school teaching salary schedule is set at the following hourly rates:

	Summer of 2017	Summer of 2018	Summer of 2019
0-5 (Yrs. Exp.)	$25.48	*(to be determined)*	*(to be determined)*
6-10 (Yrs. Exp.)	$28.84	*(to be determined)*	*(to be determined)*
11+ (Yrs. Exp.)	$31.92	*(to be determined)*	*(to be determined)*

Pay raise granted on the base will be applied to the summer school salary at the same percentage.

9.2 Severance Pay

A. Eligibility

1. An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria for eligibility for severance pay are:

   a. The individual retires from the school system.

   b. Retirement means disability or service retirement under any State of Ohio or municipal retirement system.

   c. The individual must have not less than ten years of service with this school district, the state, or its political subdivisions.

   d. The individual must sign for the severance check certifying all eligibility criteria have been met.

e. If a member eligible for severance pay dies, severance pay will be made to the beneficiary as stated on the insurance policy as provided for in this agreement.

B. Benefit Calculation

1. Severance pay shall be calculated by multiplying the bargaining unit member's accrued but unused sick leave by one-fourth (1/4) and multiplying the product times the *per diem* rate of pay appropriate for that individual's placement on the base salary schedule at the time of retirement.

a. Severance payment to bargaining unit member employees by the district at the time of retirement from teaching will be up to a maximum of thirty-eight (38) days provided the unit member has one-hundred and fifty-two (152) days accumulated leave.

b. Unit members with fifteen (15) through twenty-five (25)-years of service in the district shall receive a maximum of fifty-three (53) days accumulated sick leave provided they-have two-hundred twelve (212) days accumulated sick leave. Members with more than twenty (20) years of service-in the district will be eligible for one additional day of-severance pay for each two years of service through-the twenty-fifth year.

c. Unit members with twenty-six (26) or more years of service in the district shall receive a maximum of seventy-one (71) days severance pay provided he/she has two hundred eighty-four (284) days accumulated sick leave.

d. The individual, by endorsing the severance check, is certifying all eligibility criteria have been met.

9.3 Work Day and Hours

A. The bargaining unit members will work seven and one-half (7½) hours a day, one hundred and eighty-five (185) days a year. Central Ohio Education Association Day (COEA Day) will be included within the 185 days.

B. The one hundred and eighty-five (185) work days shall include three and 1/2 (3 1/2) teacher work days to be scheduled as follows: one-half (1/2) on COEA day, prior to the start of the school year, one (1) during the semester change, and one (1) as the last day of the school year. Administrative meetings are not to be scheduled on the three and 1/2 (3 1/2) teacher work days.

C. On days when the district declares a late start due to inclement weather or otherwise, bargaining unit members will not be required to report any earlier than the normal starting time, adjusted by the increment of delay.

D. Teachers who attend district sponsored professional development during the summer months shall receive their hourly summer school rate as the rate of pay. District sponsored professional development is defined as professional development provided by district employees and/or grade level/department work on instructional areas such as curriculum, assessment, etc. and professional development related to the implementation of district initiatives as determined by the District Leadership Team initiatives and Director of Instruction.

9.4 Insurance

A. The Board shall provide a $20,000 life insurance policy including an accidental death and dismemberment provision to each bargaining unit member. Members will be allowed to purchase additional term life insurance through payroll deduction from the same insurance carrier.

B. The Board will pay eighty percent (80%) of the premium for individual or family coverage for a hospitalization and major medical policy. The employee electing individual or family coverage will assume and pay the cost of the remaining twenty percent (20%) of the premium. The Board will provide the same, similar, or superior benefits as those currently provided by the Bellefontaine City Schools Health Insurance and Benefits Program for bargaining unit members.

C. The Board will pay eighty percent (80%) of the premium for a single or family dental policy. The employee electing single or family coverage will assume and pay the cost of the remaining twenty percent (20%) of the premium. The Board will provide the same, similar or superior benefits as those currently provided by the Bellefontaine City Schools Health Insurance and Benefits Program for bargaining unit members.

D. Less than full-time bargaining unit members shall have the Board's share of insurance premium provided in sections B and C and paid on a prorated basis.

E. Members of the bargaining unit may elect not to receive hospitalization, major medical or dental insurance coverage.

F. Costs connected with pre-certification, length of stay, customized care, and second surgical opinion, will be paid by the insurance company.

G. A unit member who is divorced will no longer be eligible for family insurance coverage, unless he/she has dependent children.

H. The Board will be responsible for keeping a current copy of the Bellefontaine City School's Health Care Plan on file in the Library of each school building. The Board will also be responsible for making a current copy of the Bellefontaine City School's Health Care Plan available on the Bellefontaine City School District's Website.

I. 125 Benefits Program

1. The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to all members of the bargaining unit. The amount shall not exceed that allowed by Federal Law.

2. The employee or Board shall not be charged any fees for the set-up, enrollment, or administrative costs of the program and in full compliance with provisions of the IRS.

3. The Board may change carriers or providers for the above referenced services, but must give the Association President ninety (90) day's notice of their intention to change such carrier prior to making the change. Said change shall not allow for any change in the services or terms of this provision. The Board shall also provide the Association President will all pertinent information on the new carrier at the times of the notification of their intent to change carriers.

9.5 STRS "Pick-up" Salary Reduction Method

A. The Board herewith agrees with the Association to "pick-up" utilizing the salary reduction method at no cost to the Board, contributions to the State Teachers Retirement System paid upon behalf of unit members under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be equal to the member's required contribution to the STRS. The 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 only.

2. Shall be uniformly applied to all members of the bargaining unit.

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

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

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

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

9.6 Mileage

Mileage at the rate of $0.54 per mile shall be paid to unit members who are assigned at different buildings, and due to the assignment, are required to drive between or among those buildings. This does not include travel between buildings due to a supplemental contract or travel to and from home.

9.7 Tuition Reimbursement

A. Beginning with the school year, bargaining unit members who wish to take enrichment courses in subject areas which they are teaching, may apply for tuition reimbursement from the Board of Education. Only graduate level credits which are earned from accredited institutions will be accepted. Earned grades of "B" or higher or "P" (Pass/Fail) must be presented in order to be eligible.

B. A purchase order for reimbursement issued to the unit member will establish eligibility of funds for reimbursement. A warrant for payment will be issued upon receipt of grades, credits, and an oral or written report of the benefits earned from taking the course.

C. In order to encourage an equitable access to reimbursement, the Board will assemble a list of unit members who wish to be considered for reimbursement. No unit member will be eligible for reimbursement of over seven (7) semester hours or ten and one half (10½) quarter hours per calendar year.

D. A total of $30,000 annually shall be set aside for each fiscal year beginning in July. If any funds remain from the previous year, they shall be rolled over into the next year. Reimbursement shall be made to each unit member at the end of the fiscal year and shall be based on a division of the total funds available by the number of the approved unit members. In no case shall the amount of reimbursement to the unit member exceed the actual cost of the approved coursework.

E. The Superintendent may use his/her discretion to decide reimbursement eligibility. The Superintendent/designee could consider eligibility of a teacher wishing to take courses designed to improve his/her classroom/environment or courses in subject areas which he/she is certified, as well as courses in subject areas which he/she is currently teaching.

9.8 Perfect Attendance Incentive

A. Perfect Attendance Leave Bonus shall be awarded as follows:

1. A member of the bargaining unit who uses no sick leave or personal leave during the school calendar year (185 days) shall receive $600.00.

2. A member of the bargaining unit who uses no more than one (1) day of sick leave or personal leave during the school calendar year (185 days) shall receive $400.00.

3. A member of the bargaining unit who uses no more than two (2) days of sick leave or personal leave during the school calendar year (185 days) shall receive $200.00**.**

B. Attendance Bonus payments shall not be subject to STRS (State Teachers Retirement System) deduction or withholding taxes. They shall be construed as fringe benefit payments.

C. In the case where the Board approved calendar ends in May, a teacher has submitted their resignation for the purpose of retirement based on the May end date of the school year and the calendar is extended into June due to calamity days, this article will be waived for the retiring teacher.

9.9 Background Checks

During the duration of this contract any certificated/licensed employee will pay $15 for a combined FBI/BCII background check or $12 for a FBI background check.

9.10 College Credit Plus

A. Teaching a course that qualifies for College Credit Plus (CPP) shall be voluntary on the part of the teacher. If the district has paid for Master or credentialing classes, by mutual agreement between the district and the teacher, for the purpose of the teacher to teach CCP classes, the teacher while employed by the district, may be required to teach CCP classes for a minimum of five (5) years or repay the actual cost of the Master or credentialing classes equal to the amount paid by the district or grant. During the same five-year period, teachers who leave the district to be employed by a contiguous district, may be required to repay the same.

B. Teachers of CCP courses shall be given release time or compensation at summer school rate (if the day is outside of their contracted time) to attend all professional development workshops or conferences related to their CCP course offered or recommended by their host college.

C. Students enrolled in a CCP course should meet all entrance requirements required by the host college.

D. No existing bargaining unit position shall be eliminated and no bargaining unit employee shall be displaced as a result of the district's participation in CCP.

E. All CCP teachers will be given the opportunity to use one (1) professional leave day per CCP class taught during the school year to complete required administrative responsibilities (grading for course aligning curriculum, preparing for observations, etc.) This day can be taken at a time requested by that teacher but should not be the first or last day of the week or in the month of May, not to exceed three (3) professional leave days per teacher per year.

ARTICLE X---TRAVELING TEACHERS

10.1 Teachers that are assigned to more than one building shall be designated as traveling teachers.

10.2 The building to which the traveling teacher is assigned for the majority of the day shall be designated as their "home" building, and the traveling teacher shall receive planning time and lunch time in accordance with contractual requirements and the building procedures of that building.

10.3 For the purposes of evaluation, the traveling teacher shall be evaluated by the administrator in their "home" building. Administrators from other buildings to which the teacher is assigned may provide written input for that evaluation, but may not formally evaluate the teacher. Such input shall be provided to the teacher.

10.4 Traveling teachers shall be provided with adequate time to go from building to building and adequate classroom space and supplies, as well as space from which to work during their planning and conference time.

10.5 Traveling teachers shall keep a log of the mileage traveled between their assigned buildings and shall submit such log at the end of each month to the Board Treasurer for payment in the next regular pay in accordance with the provisions of this agreement.

ARTICLE XI---COMMITTEES

11.1 Standing Committees

A. The parties agree to participate in collaborative committee work structured as follows to improve workplace conditions, including but not limited to insurance, supplemental salary options (Article 7.2), professional development (LPDC) (Article 6.11(F)), Master Teacher, Association/ Administration Council, evaluation (OTES), career lattice, calendar (Article 8.1) and any and all other contractual issues.

1. The committee shall consist of the appropriate number of employees appointed by the Association and Administration appointed by the Superintendent.

2. The chairing of this committee shall be alternately shared by the Superintendent/designee and the Association President/designee and the respective chairperson shall take charge of preparing and distributing the minutes of each meeting.

3. This committee shall submit its recommendations to the Association and the Board for approval. Upon the acceptance by both parties, such recommendations shall be included into the Agreement.

11.2 Master Teacher Committee

A. A master teacher committee shall be established for the purpose of designating teachers in the district as a master teacher.

1. The committee shall be comprised of four (4) Association - appointed members and two (2) administrators.

2. The master teacher committee shall be co-chaired by one Association member and one member of the Administration who shall jointly determine the time, location and number of committee meetings. The master teacher committee members shall establish its Plan of Operation for the appropriate designation of a master teacher, including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure.

3. The Association shall determine the length of the term of office for the local association members serving on the master teacher committee. Terms of office for the master teacher committee shall be staggered to the greatest extent possible. The Association shall determine the process for removing a teacher member from office. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

4. Nothing in the master teacher committee process shall have an adverse impact on the educator's performance evaluation as established in this Agreement.

5. As determined by the master teacher committee, the Association's master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.

6. The Association's master teacher committee members shall receive forty dollars ($40) for each application a committee member reviews.

7. The master teacher committee shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space. The master teacher committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the master teacher operating procedures. The master teacher committee shall be provided with secretarial support and any other support services necessary.

8. The master teacher committee shall determine its own appeals procedure. The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in this Agreement.

9. Teachers who successfully complete the initial Master Teacher process shall be compensated in the amount of five-hundred dollars

($500.00). Teachers who complete the renewal process shall be compensated in the amount of two-hundred dollars ($200.00).

11.3 Certified Staff Evaluation Task Force

A. An evaluation committee will meet at least two times a year to review and update the evaluation process. The committee shall be comprised of four (4) Association appointed members, the BEA President or designee, and an equal number of administrators. The Committee shall be co-chaired by one member of the Association and one administrator, who shall jointly establish a meeting schedule.

1. This committee shall be compensated at $200.00 per person, per year.

2. The following topics shall be discussed by the committee: evaluation instrument, procedural guidelines, and forms used. The committee shall clarify issues/ concerns that arise relative to the evaluation instrument.

3. This committee shall convene on a regular basis after the ratification of this contract to develop written recommendations on each of the above topics using the consensus decision-making process.

11.4 Association/Administration Council

Each year, the Association President shall appoint five (5) teachers to serve on an Association/Administration Council with the building principals and the Superintendent. This Council shall meet bi-monthly, if needed, to cooperatively resolve non-contractual building and district issues that affect the working conditions of certified staff. The Council shall not consider items relating to grievances. Minutes shall be made and distributed at the conclusion of each meeting via the district's email system.

11.5 Insurance Committee

An insurance committee shall be established for the purpose of monitoring and reviewing current District insurance plans as well as examining different options for insurance.

A. The insurance committee shall meet monthly, or as needed.

B. The committee shall be comprised of four (4) Association-appointed members, the BEA President or designee, two (2) administrators, and the Superintendent or designee as well as representatives from OAPSE.

11.6 Club Advisor Committee

A. A committee will be established for the 2016-2017 school year to look at reinstating compensation for club advisors. This committee will be chaired jointly by the high school athletic director and a designee of the BEA president. The committee shall meet and share the results of their work at the end of the 2017 school year.

11.7 Building and District Leadership Committee

Building and District Leadership Teams shall explore the data and trends of student learning in the district. Team members will set building and district goals and provide leadership within their staff.

BEA president or designee shall be a member of the District Leadership Team. Building Leadership Teams will be responsible for evaluating and approving all SLOs. Building Leadership Teams will consist of members of the Instructional Leadership Team. Up to five (5) additional members may be on each Building Leadership Team and these additional members will be compensated at $200.00 each.

ARTICLE XII---EMPLOYMENT OF RETIREES

12.1 Where a teaching vacancy exists that the Board chooses to fill, the Board may consider and employ a retiree for such vacancy upon the recommendation of the Superintendent. For purposes of this Article a “retiree” is an individual who has attained service retirement status with Ohio’s State Teachers Retirement System (STRS) and is otherwise qualified by licensure/certification and background for public school teaching in Ohio.

12.2 A retiree shall be placed on the teachers’ salary schedule at Step 5 of the appropriate column, regardless of years of service, and shall not advance on the salary schedule based on additional years of service. This Section supersedes R.C. Chapter 3317. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday of seven hours, thirty minutes.

12.3 A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No Board action or notice of contract nonrenewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract. This Section supersedes R.C. Sections 3319.08 and 3319.11.

12.4 A retiree will accumulate and may use sick leave in accordance with Article VII of this Agreement, but will in no event not be entitled to severance pay or tuition reimbursement under Article IX of this Agreement.

12.5 A retiree will not be eligible to participate in insurance fringe benefits under Article IX of this Agreement, other than life insurance. In addition, if a retiree is precluded by STRS policy or rule from participating in STRS-provided health and prescription drug insurance, the retiree may participate in Board-provided health and prescription drug benefits under Article IX of this Agreement.

12.6 A retiree shall not accumulate seniority and has no right of recall in the event of a reduction in force.

12.7 This Article supersedes any differing or inconsistent terms of this Agreement or provisions of Ohio law.

ARTICLE XIII – DURATION

13.1 This Negotiated Agreement shall become effective on September 1, 2016 and shall be implemented following ratification by the Association and the Board and written execution by each party's negotiating committees. This Negotiated Agreement shall continue through August 31, 2019.

13.2 The parties agree to reopen salary and insurance provisions included within Article IX entitled "Financial Package" herein for implementation during the second and third years of this Negotiated Agreement. Proposals that either party wishes to submit subject to the foregoing limitations shall be in accordance with Article 3.1. Additionally, the parties agree that the negotiation procedures for said reopener shall be governed by all the provisions of Article III herein entitled "Negotiation Procedures".

By affixing our signatures, we affirm the necessary action has been taken to ratify and adopt this Agreement by our respective party.

NEGOTIATED AGREEMENT

BETWEEN THE

BELLEFONTAINE CITY BOARD OF EDUCATION

AND THE

BELLEFONTAINE EDUCATION ASSOCIATION

On May 24, 2016, the Bellefontaine Education Association ratified the Negotiated Agreement and the Bellefontaine City Board of Education approved the document on June 13, 2016

Joan Haushalter, President Bellefontaine Board of Education	8/31/16 Date
Brad Hall, Superintendent Bellefontaine City Schools	8/31/16 Date
Kristine Mount, President Bellefontaine Education Association	8/31/16 Date

APPENDIX A--SALARY INDEX

SALARY INDEX

SALARY INDEX									
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+45
0	1.00000	1.03200	1.09600	1.12800	1.19200	1.22400	1.28800	1.32000	0.00000
1	1.04800	1.08000	1.14400	1.17600	1.24000	1.27200	1.33600	1.36800	0.00000
2	1.09600	1.12800	1.19200	1.22400	1.28800	1.32000	1.38400	1.41600	0.00000
3	1.14400	1.17600	1.24000	1.27200	1.33600	1.36800	1.43200	1.46400	0.00000
4	1.19200	1.22400	1.28800	1.32000	1.38400	1.41600	1.48000	1.51200	0.00000
5	1.24000	1.27200	1.33600	1.36800	1.43200	1.46400	1.52800	1.56000	0.00000
6	1.28800	1.32000	1.38400	1.41600	1.48000	1.51200	1.57600	1.60800	0.00000
7	1.33600	1.36800	1.43200	1.46400	1.52800	1.56000	1.62400	1.65600	0.00000
8	1.38400	1.41600	1.48000	1.51200	1.57600	1.60800	1.67200	1.70400	0.00000
9	1.43200	1.46400	1.52800	1.56000	1.62400	1.65600	1.72000	1.75200	0.00000
10	1.48000	1.51200	1.57600	1.60800	1.67200	1.70400	1.76800	1.80000	1.83200
11	1.48000	1.51200	1.62400	1.65600	1.72000	1.75200	1.81600	1.84800	1.88000
12	1.48000	1.51200	1.62400	1.70400	1.76800	1.80000	1.86400	1.89600	1.92800
15	1.52800	1.56000	1.67200	1.75200	1.81600	1.84800	1.91200	1.94400	1.97600
17	1.57600	1.60800	1.72000	1.80000	1.86400	1.89600	1.96000	1.99200	2.02400
20	1.62400	1.65600	1.76800	1.84800	1.91200	1.94400	2.00800	2.04000	2.07200
22	1.67200	1.70400	1.81600	1.89600	1.96000	1.99200	2.05600	2.08800	2.12000

BELLEFONTAINE CITY SCHOOLS

TEACHER SALARY SCHEDULE

BELLEFONTAINE CITY SCHOOLS
TEACHER SALARY SCHEDULE AND INDEX
EFFECTIVE AUGUST 1, 2016
SALARY BASE - $33,605.00
(All hours beyond degree are semester hours)

YRS. EXP.	BA	INDEX	BA+9	INDEX	BA+18	INDEX	BA+30	INDEX	MA	INDEX	MA+9	INDEX	MA+18	INDEX	MA+30	INDEX	MA+45	INDEX
0	33,605	(1.000)	34,680	(1.032)	36,831	(1.096)	37,906	(1.128)	40,057	(1.192)	41,133	(1.224)	43,283	(1.288)	44,359	(1.320)		
1	35,218	(1.048)	36,293	(1.080)	38,444	(1.144)	39,519	(1.176)	41,670	(1.240)	42,746	(1.272)	44,896	(1.336)	45,972	(1.368)		
2	36,831	(1.096)	37,906	(1.128)	40,057	(1.192)	41,133	(1.224)	43,283	(1.288)	44,359	(1.320)	46,509	(1.384)	47,585	(1.416)		
3	38,444	(1.144)	39,519	(1.176)	41,670	(1.240)	42,746	(1.272)	44,896	(1.336)	45,972	(1.368)	48,122	(1.432)	49,198	(1.464)		
4	40,057	(1.192)	41,133	(1.224)	43,283	(1.288)	44,359	(1.320)	46,509	(1.384)	47,585	(1.416)	49,735	(1.480)	50,811	(1.512)		
5	41,670	(1.240)	42,746	(1.272)	44,896	(1.336)	45,972	(1.368)	48,122	(1.432)	49,198	(1.464)	51,348	(1.528)	52,424	(1.560)		
6	43,283	(1.288)	44,359	(1.320)	46,509	(1.384)	47,585	(1.416)	49,735	(1.480)	50,811	(1.512)	52,961	(1.576)	54,037	(1.608)		
7	44,896	(1.336)	45,972	(1.368)	48,122	(1.432)	49,198	(1.464)	51,348	(1.528)	52,424	(1.560)	54,575	(1.624)	55,650	(1.656)		
8	46,509	(1.384)	47,585	(1.416)	49,735	(1.480)	50,811	(1.512)	52,961	(1.576)	54,037	(1.608)	56,188	(1.672)	57,263	(1.704)		
9	48,122	(1.432)	49,198	(1.464)	51,348	(1.528)	52,424	(1.560)	54,575	(1.624)	55,650	(1.656)	57,801	(1.720)	58,876	(1.752)		
10	49,735	(1.480)	50,811	(1.512)	52,961	(1.576)	54,037	(1.608)	56,188	(1.672)	57,263	(1.704)	59,414	(1.768)	60,489	(1.800)	61,564	(1.832)
11					54,575	(1.624)	55,650	(1.656)	57,801	(1.720)	58,876	(1.752)	61,027	(1.816)	62,102	(1.848)	63,177	(1.880)
12							57,263	(1.704)	59,414	(1.768)	60,489	(1.800)	62,640	(1.864)	63,715	(1.896)	64,790	(1.928)
15	51,348	(1.528)	52,424	(1.560)	56,188	(1.672)	58,876	(1.752)	61,027	(1.816)	62,102	(1.848)	64,253	(1.912)	65,328	(1.944)	66,403	(1.976)
17	52,961	(1.576)	54,037	(1.608)	57,801	(1.720)	60,489	(1.800)	62,640	(1.864)	63,715	(1.896)	65,866	(1.960)	66,941	(1.992)	68,017	(2.024)
20	54,575	(1.624)	55,650	(1.656)	59,414	(1.768)	62,102	(1.848)	64,253	(1.912)	65,328	(1.944)	67,479	(2.008)	68,554	(2.040)	69,630	(2.072)
22	56,188	(1.672)	57,263	(1.704)	61,027	(1.816)	63,715	(1.896)	65,866	(1.960)	66,941	(1.992)	69,092	(2.056)	70,167	(2.088)	71,243	(2.120)

APPENDIX A-1 - SUPPLEMENTAL SALARY SCHEDULES

BELLEFONTAINE CITY SCHOOLS
Effective August 1, 2016 (Base – $33,605)

CATEGORY		POSITION	YEARS OF EXPERIENCE					
			0	1	2	3	4	5
1	HS -	Basketball, Boys (H)	0.158	0.165	0.172	0.179	0.186	0.193
	HS -	Basketball, Girls (H)	5309.59	5544.83	5780.06	6015.30	6250.53	6485.77
	HS	Football (H)						
2	HS -	Instrumental Music	0.120	0.127	0.134	0.141	0.148	0.155
	HS -	Vocal Music	4032.60	4267.84	4503.07	4738.31	4973.54	5208.78
3	HS	Athletic Trainer (per season)	0.090	0.097	0.104	0.111	0.118	0.125
	HS	Baseball (H)	3.024.45	3259.69	3494.92	3730.16	3965.39	4200.63
	HS -	Cross Country, Boys (H)						
	HS -	Cross Country, Girls (H)*						
	HS -	Soccer, Boys (H)						
	HS -	Soccer, Girls (H)						
	HS -	Softball (H)						
	HS -	Track, Boys (H)*						
	HS -	Track, Girls (H)						
	HS -	Volleyball (H)						
	HS -	Wrestling (H)						
4	HS -	Football (A) x6	0.079	0.086	0.093	0.100	0.107	0.114
	HS -	Production Manager (TV)	2654.80	2890.03	3125.27	3360.50	3595.74	3830.97
	HS -	Reserve BB, Boys						
	HS -	Reserve BB, Girls						
	HS -	Swimming (H)						
	HS	Weight Room Coordinator, Boys						
	HS	Weight Room Coordinator, Girls						
5	HS	Baseball (A) x2	0.067	0.074	0.081	0.088	0.095	0.102
	HS	Bowling	2251.54	2486.77	2722.01	2957.24	3192.48	3427.71
	HS	Drama						
	HS	Freshman BB, Boys						
	HS	Freshman BB, Girls						
	HS MS-EL	Instrumental Music (A)						
	HS	Orchestral Music						

CATEGORY		POSITION	YEARS OF EXPERIENCE					
5	HS	Soccer, Boys (A)	**0**	**1**	**2**	**3**	**4**	**5**
Cont.	HS	Soccer, Girls (A)						
	HS	Softball (A)						
	HS	Tennis, Boys (H)						
	HS	Tennis, Girls (H)						
	HS	Track, Boys (A) x3						
	HS	Track, Girls (A)						
	HS	Volleyball (A)						
	HS	Wrestling (A)						
6	HS	Band Percussion Advisor	**0.059**	**0.066**	**0.073**	**0.080**	**0.087**	**0.094**
	HS	Chant	**1982.70**	**2217.93**	**2453.17**	**2688.40**	**2923.64**	**3158.87**
	HS	Cheerleader Advisor (FB)						
	HS	Cheerleader Advisor (BB)						
	HS	Flag Corps						
	HS	Golf						
	HS	Hi-Life						
	HS	Swimming (A)						
	MS	Athletic Director (per season)						
	MS	Basketball Boys (H)						
	MS	Basketball, Girls (H)						
	MS	Football, 7th (H)						
	MS	Football, 8th (H)						
	MS	Volleyball, 7th (H)						
	MS	Volleyball, 8th (H)						
	MS	Wrestling (H)						
7	MS	Basketball, 7th & 8th (A)	**0.050**	**0.057**	**0.064**	**0.071**	**0.078**	**0.085**
	MS	Basketball, Girls 7th & 8th (A)	**1680.25**	**1915.49**	**2150.72**	**2385.96**	**2621.19**	**2856.43**
	HS	Bowling, Boys/Girls (A)						
	MS	Football (A) x2						
	MS	Intramurals						
	MS	Show Choir						
	MS	Track, Boys (H)*						
	MS	Track, Girls (H)*						
8	HS	Class Advisors, 10,11,12 x2	**0.040**	**0.047**	**0.054**	**0.061**		
	HS-MS-EL	Instructional Team Leaders	**1344.20**	**1579.44**	**1814.67**	**2049.91**		
	MS	Cheerleader Advisor FB						
	MS	Cheerleader Advisor BB						
	HS	Cheerleader Advisor FB (A)						
	HS	Cheerleader Advisor BB (A)						
	MS	Cross Country*						
	MS	Instrumental Music						
	MS	Track (A)						
	MS	Vocal Music						

CATEGORY		POSITION	YEARS OF EXPERIENCE					
8			**0**	**1**	**2**	**3**	**4**	**5**
Cont.	MS	Wrestling (A) Student Assistance Program Specialist						
		LPDC x3			**.0403 1354.28**			
9	HS	Jazz Band	**0.016**	**0.023**	**0.030**	**0.037**		
	HS	Musical Production Asst., x5	**537.68**	**772.92**	**1008.15**	**1243.39**		
	MS	Yearbook Advisor						
10	HS	Class Advisors (9)	**0.010**	**0.017**	**0.024**	**0.031**		
	HS-MS	Organizations	**336.05**	**571.29**	**806.52**	**1041.76**		
		Substance Abuse Facilitator						

*At such time that the high school and middle school head track or head cross country responsibility is combined (Head Boys and Head Girls), the combined positions would be a ratio of 1.5 times those noted here.

** Two people will be employed here at the .040 rate each for grades eleven and twelve.

Footnote: Previous experience in a similar supplemental position in the same or another Bellefontaine school building will be allowed when accepting another supplemental position.

APPENDIX B – TEACHER EVALUATION PROCESS

Probationary and At Risk Teachers

September:

- Teacher completes Self Assessment Summary (Form 1) with the support of the self assessment rubric (Form 2)
- Select 2 goals form separate areas after conferencing with principal. Complete Professional Growth (Form 5) or Improvement Plan (Form 4) and give a copy to the principal by October 15.

October – November:

- Observation 1 – Teacher comples pre-evaluation form (Form 6) and reviews it with approved administrator. Administrator completes an observation for at lesat 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.
- Principal will complete Form 7 and share with teacher.
- If teacher is deemed ineffective or devleoping after first observation, suggestions for improvement should be attached to Form 7, and the teacher will be notified of the need for a third observation. Professional development opportunities should be discussed with the tacher.

November – January 15:

- Observation 2 – Teacher completes evaluation form (Form 6) and reviews it with approved administrator. Administration completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.
- Principal completes Form 7 and shares with teacher. Goals are reviewed at this time. Suggestions for improvement and professional development opportunities/resources should be reviewed with teacher, if teacher is deemed ineffective or developing (at risk only) at this time.

January 15 – April 15 (For those in danger of non-renewal and all probationary teachers):

- Observation 3 – Teacher completes pre-evaluation form (Form 6) and reviews it with approved administrator. Administrator completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.

By May 1:

- Administrator completes Ratings Page, reviews growth plan with employee, and sends to the Board Office, with recommendation to renew or non-renew contract.

Teacher in Good Standing, Up for Contract Renewal

September:

- Teacher completes Self-Assessment Summary (Form 1) with the support of the self-assessment rubric (Form 2) Optional, but suggested.
- Select 2 goals from separate areas after conferencing with principal. Complete Professional Grown (Form 5) or Improvement Plan (Form 4) and give a copy to the Administrator by October 15.

September – January 15:

- Observation 1 – Teacher completes left hand side of pre-evaluation form (Form 6) and reviews it with approved administrator. Administrator completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.
- Administrator completes Form 7 and shares with teacher.
- Goals reviewed in January.

January 15 – April 15:

- Observation 2 – Teacher completes left hand side of pre-evaluation form (Form 6) and reviews it with approved administrator. Administrator completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.

By May 1:

- Administrator completes Ratings Page, reviews growth/improvement plan with employee, and sends to the board Office with recommendation to renew contract.

Teacher Up for Contract Renewal with Ineffective or Developing after First Observation.

September:

- Process same as left hand side.

September – October:

- Observation 1 – Process same as left hand side.
- If teacher is deemed ineffective or developing after first observation, suggestions for improvement should be attached to Form 7, and the teacher will be notified of the need for a third observation. Professional development opportunities should be discussed with the teacher.

October – January 15:

- Observation 2 – Teacher completes left hand side of pre-evaluation form (Form 6) and reviews is with approved administrator. Administrator completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.
- Administrator completes Form 7 and shares with teacher.
- Goals reviewed in January.

January 15 – April 15:

- Observation 3 – Teacher completes left hand side of pre-evaluation form (Form 6) and reviews it with approved administrator. Administrator completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer.

By May 1:

- Administration completes Ratings Page, reviews it and goals with employee, and sends to the Board Office with recommendation to renew or non-renew contract.

SELF -ASSESSMENT SUMMARY TOOL - FORM 1

Bellefontaine City Schools
Ohio Teacher Evaluation System
Self-Assessment Summary Tool – Form 1

Name: _____ Date: _____ Grade(s): _____ Subject Area(s): _____

Standard Record Evidence to Indicate Strengths and Areas for Growth for each standard	Strengths	Areas for Growth	Check 2 Priorities
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 population.			
Standard 2: Content 2.1 Knowledge of content and student specific concepts for plan interaction 2.2 Knowledge of content and subject specific strengths 2.3 Knowledge of standards 2.4 & 2.5 Interdisciplinary connections and connection to real-life			
Standard 3: Assignment 3.1 Knowledge of assignment 3.2 Use of verified diagnostics, formulas and summative assessments 3.3 Use of data for instruction 3.4 Communication of results 3.5 Introduction of student self-assessment			
Standard 4: Instruction 4.1 Alignment to academic content standards 4.2 Define 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 needs 4.6 Use of activities to promote independence and problem solving 4.7 Use of varied resources to support learner needs			
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			
Standards 6: Collaboration & Communication 6.1 Communicate clearly and effectively 6.2 Shared responsibility with parents given to support student learning 6.3 & 6.4 Collaborate with other teachers, administrators, school staff, local community agencies.			
Standard 7: Professional Responsibility and Growth 7.1 Understand, uphold and follow professional ethics, policies and legal codes 7.2 Take responsibility for in conference, purposeful professional development 7.3 Are agent of change, who positively impacts teaching quality and student achievement.			

SELF-ASSESSMENT RUBRIC – FORM 2

BELLEFONTAINE CITY SCHOOLS

SELF ASSESSMENT RUBRIC – FORM 2

Name: _____ Dates: _____ Grade(s): _____ Subject Area(s): _____ School: _____

Directions:

- Read across the row of indicators for each element of each standard.
- Underline or highlight the descriptors that best match your teaching performance.

Standard 1: Students

Teachers understand learning and development and respect the diversity of the students they teach.

	DEVELOPING	PROFICIENT	HIGHLY EFFECTIVE/ ACCOMPLISHED	DISTINGUISHED
	Knowledge of Human Development			
Element 1.1 Teachers display knowledge of how students learn and of the developmental characteristics of age groups	Teacher demonstrates an understanding of research on human (student) development (Physical, social, emotional and cognitive). Teacher demonstrates understanding that student development (physical, social, emotional and cognitive) influence learning and plan instruction accordingly	. . .and Teacher examines student development (physical, social, emotional and cognitive) in order to design instruction. . . .and Teacher creates learning activities appropriate for students' age, abilities, and learning styles	. . .and Teacher analyzes individual and group student development in order to design instruction that meets a range of learner needs.	. . .and Teacher provides leadership to colleagues on utilizing research on cognitive, social and emotional development to establish goals that are differentiated to meet the needs of each student.
	Understanding of Student's Knowledge and Skills			
Element 1.2 Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.	Teacher understands students' abilities and talents, and realizes that prior knowledge must inform instructional activities	. . . and Teacher gathers information about students' prior learning and abilities and uses this information to plan and deliver appropriate instruction. . . .and Teacher presents concepts and principles at differentiated levels of completely to reflect varied levels of student knowledge and skills.	. . .and Teacher prepares work tasks, schedules time for tasks and differentiates instruction as needed to accommodate student learning differences.	. . .and Teacher leads colleagues in the analysis of student work and the design and implementation of responsive differentiated strategies to assess individual student activities, learning styles and needs.

TEACHERS IN GOOD STANDING, NOT UP FOR RENEWAL
Choose Option A or B

A. Credentialed Observer and/or Administrator completing observation.

September:

- Teacher completes Self-Assessment Summary (Form 1) with support of self-assessment rubric (Form 2) – Optional.
- Select 2 goals from separate areas after conferencing with principal. Complete Professional Growth (Form 5) or improvement Plan (Form 4) and give a copy to the Principal by October 15.

September – January 15:

- Teacher completes left side of Pre-evaluation (Form 6)
- Teacher meets with credentialed observer to review the plan (Form 6)
- Observation 1 – Credentialed Observer completes an observation for at least 30 minutes in length. After observation, teacher completes right hand side of Form 6 and has post conference with observer. Credentialed observer completes Form 7 and shares with teacher. Credentialed observer meets with principal to discuss observation.
- Goals reviewed in January
- If teacher is rated accomplished after first observation, second observation may be waived.

January 15 – May:

- Administrator completes Ratings Page, reviews Professional Growth/Improvement Plan with employee, and sends to the Board office.

By June 1:

- Administrator completes Ratings Page, reviews Professional Growth /Improvement Plan with employee, and sends to the board.

B. Administrator completing observations

September:

- Same process as stated on left hand side

September – January 15:

- Administrator completes first announced observation of at least 30 minutes in length. Timely feedback mutually shared after observation.
- Goals reviewed in January.
- If Teacher is rated accomplished after first observation, second observation may be waved.

January 15 – May:

- Administrator completes second announced observation of at least 30 minutes in length. Timely feedback mutually shared after observation.

By June 1:

- Administrator completes Ratings Page, reviews Professional Growth /Improvement plan with employee, and sends to the Board Office

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 observation, 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 from the Professional Growth and/or Improvement Plan (if applicable).

Teacher Name: Date:

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**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				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	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 instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	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 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. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**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**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	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) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning 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				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	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					

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**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	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. There are no evident routines or procedures; students seem unclear about what they should be doing or are idle. Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged. The teacher creates a learning environment that allows for little or no communication or engagement with families. Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	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. Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle. The teacher transitions between learning activities, but occasionally loses some instructional time in the process. The teacher welcomes communication from families and replies in a timely manner. 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.	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. Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom. Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work). The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. 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.	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. Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom. Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations. 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. 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.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	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. 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. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	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. 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. 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. 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.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	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. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	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. The teacher meets ethical and professional responsibilities with 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.	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. The teacher meets ethical and 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				

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** **Teacher** **Evaluator**

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
***Goal 1:** Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
***Goal 2 :** Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

BELLEFONTAINE CITY SCHOOL DISTRICT

APPENDIX C – MEMORANDUM OF UNDERSTANDING – CALAMITY DAYS

MEMORANDUM OF UNDERSTANDING REGARDING CALAMITY/MAKE-UP DAYS FOR THE 2016-2017 SCHOOL YEAR.

The Bellefontaine Education Association and the Bellefontaine City Board of Education hereby agree to the following regarding calamity/make-up days:

Calamity days beyond the first five days will be made up according to the procedures outlined below. All days beyond those outlined below (eight missed days by students) will be made up in accordance with the contract which states five days at the end of the school year, then five days starting with the Monday of spring break.

1. If the 6th cancelled day occurs more than two weeks (February 6, 2017) prior to President's Day, then President's Day (February 20, 2017) will become an instructional day.
2. ***Not applicable for 2016-17 school year****If the 6th (or 7th cancelled day if President's day is an instructional day) is missed more than three weeks prior to the Monday following Spring Break, then the Monday following Spring Break will become an instructional day.
3. The next cancelled day beyond these will be used by teachers to complete Public Works professional development modules. If these modules are completed prior to this date this day will serve as compensatory time for teachers.
4. The next two cancelled days will be made up by teachers by logging time spent working at home or at school outside of the contracted work day. Teachers may log time starting with August 15, 2016 and no later than January 26, 2017. This time must be used to complete work related to assessment, standard alignment, instructional practices or data analysis.
5. The completed log must be submitted to the individual designated by BEA president in each building by January 28, 2017 by 3:00pm. Log form is attached and can be submitted electronically or hard copy.
6. Seven hours should be logged for each day to be made up, for a total of 14 hours.
7. Required log must be submitted by this date or teacher will either report to work on that day (if not a level three snow emergency), use a personal day (if available) or take a day without pay. There will be no exceptions. This indicates the importance of logging time if these options are to be avoided.
8. Principals will provide to the representative a list of teachers assigned to that building. Designated building representative will return that list indicating who did and did not turn in their log to their building principal by 3:00pm on January 30, 2017.

This language will sunset at the end of the 2016-17 school year, to be revisited upon the negotiations of the entire contract.

Calamity Day Log

This log is for teachers to log 14 hours of work time prior to the cancellation of school on Calamity Day 7 and/or 8. Hours that are being banked must be education related, and occur outside of the regularly scheduled school day, and may not be hours for which the bargaining unit member already receives monetary compensation. This log is to be turned into the representative in their building designated by BEA president by January 27, 2017 at 3:00pm

Name _____ **Building** _____

Date Worked	Time Worked	Category (Circle One)	Brief Description of Activities Completed
		Assessment Instructional Practices Data Analysis Standard Alignment	
		Assessment Instructional Practices Data Analysis Standard Alignment	
		Assessment Instructional Practices Data Analysis Standard Alignment	
		Assessment Instructional Practices Data Analysis Standard Alignment	
		Assessment Instructional Practices Data Analysis Standard Alignment	
		Assessment Instructional Practices Data Analysis Standard Alignment	
		Assessment Instructional Practices Data Analysis Standard Alignment	

Total:

Staff Signature: _____ Date : _____

Designated Building Representative Signature_____ Date:

Please attach additional logs if more space is needed.

BELLEFONTAINE CITY SCHOOL DISTRICT

APPENDIX D – GRIEVANCE FORM

GRIEVANCE FORM

Name of Grievant: _____

Assignment: _____

School Building: _____

Date Grievance Occurred: _____

Date of Step One Informal discussion with principal or immediate supervisor: _____

A. Concise statement of the Grievance, including the facts upon which this grievance is based and a reference to the specific provision of the agreement, allegedly violated, misinterpreted, or misapplied.

_____
_____
_____
_____
_____
_____
_____

B. Relief Sought.

_____
_____
_____
_____
_____
_____
_____

Signature of Grievant: _____

Date: _____