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# **MASTER AGREEMENT**

**Between**

**BEAVER LOCAL BOARD  
OF EDUCATION**

**AND**

**BEAVER LOCAL  
EDUCATION ASSOCIATION**

**September 1, 2017 through August 31, 2019**



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## **ARTICLE I — RECOGNITION**

1.01 The Beaver Local Board of Education, hereinafter called the "Board," recognizes the Beaver Local Education Association, an OEAINEA affiliate, hereinafter called the "Association" as the sole and exclusive bargaining representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall include all full-time and part-time certificated employees employed fifty percent (50%) or more of the work week or those on reduction in force suspension with recall rights; by way of example, only bargaining unit members would include classroom teachers (K-12, special, vocational, guidance counselors, librarians, nurses, and Title I teachers). Hereinafter, employees in the defined unit will be referred to as employee or bargaining unit members. Excluded from the bargaining unit shall be the Superintendent, Assistant Superintendent, the Treasurer, assistant treasurers, principals, assistant principals, athletic director, all substitutes, educational aides, all non-certificated personnel and all supervisory, management level, and confidential employees as defined in ORC 4117.01 (F), (J), and (K) and 3319.02.

### **1.02 Recognition of the Board**

The Association recognizes the Board as the legally constituted and elected body charged with the authority for operation and the establishment of policies in the Beaver Local Schools and as the employer of all certificated personnel therein.

### **1.03 Recognition of the Superintendent**

The Association and the Board recognizes the Superintendent as the chief executive officer of the school district.

### **1.04 Bargaining Unit Work**

All work currently performed by bargaining unit members shall be deemed bargaining unit work.

## **ARTICLE II — CONTRACT NEGOTIATING PROCESS AND PROCEDURES**

### **2.01 Directing Requests**

Requests for negotiations shall be made by either the Association or the Board by notifying the other party in writing of the intent to bargain with a copy of the notice and existing agreement sent to SERB. The notice to negotiate must be filed at least ninety (90) days prior to the expiration of the current agreement.

### **2.02 Negotiation Meetings**

An agreement will be reached by the Board and representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be held within thirty (30) days after the request has been submitted, unless

both parties agree to an extension of time. Meetings shall be scheduled with the least interruption of school schedules; however, if mutually agreed upon, Association members of the team may be released from school duties without loss of pay to attend meetings.

Negotiation meetings shall be in executive session, and shall not exceed three (3) hours in length, unless extended by mutual agreement. On the occasion of the initial negotiating session, the parties shall exchange their respective written proposals. Additional or new items shall not be submitted by either party unless mutually agreed upon. Upon the adjournment of each negotiating session, the agenda, time, and place for the next session shall be established.

### 2.03 Representation

Representative members of the Board of their designees shall meet with representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Alternate representation may be used by either side due to an emergency situation. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and approval by the school board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions in the course of negotiations, and to develop an agreement which may be recommended to their respective memberships.

### 2.04 Progress Reports and Tape Recordings

- A. Periodic written progress reports may be issued to the public during negotiations or impasse, provided that any such release shall have the prior approval of both parties.
- B. No tape recorder or mechanical recording devices shall be permitted in any negotiating session.

### 2.05 Information

Upon reasonable advance request and at no cost to the requesting party, the parties agree to exchange and furnish to one another a copy of all specifically requested materials, resources, or information being used or relied upon said party in the process of negotiations, in its routinely prepared format.

## 2.06 While Negotiations Are In Progress

### A. Matters Subject to Negotiations

1. Matters subject to negotiations shall be wages, hours, and terms and conditions of employment, together with the continuation, modification or deletion of any provisions of the existing agreement.

### B. Recesses

1. The chairman of either group may recess his/her group for any independent caucus at any time. Caucuses shall be of reasonable length.

### C. Item Agreement

1. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party. The initials indicate a tentative agreement has been reached by the respective parties. Once a tentative agreement is reached, no further discussion shall take place on that issue except by mutual agreement.

### D. Closing and Processing of Agreement

1. When the respective teams reach or conclude a tentative agreement on all matters before them in negotiations, that tentative agreement shall be reduced to writing, initialed by a representative of both negotiations teams, and submitted for consideration to their respective memberships. Upon adoption and approval, by both parties, three originals shall be fully signed and executed, with one such original to be retained by the Board, one by the Association, and one to the State Employment Relations Board.

## 2.07 Impasse and Mediation

In the event agreement is not reached by the parties 25 days prior to expiration of the current contract; either party may declare an impasse of negotiations. Upon declaration of impasse, either party may request mediation from the Federal Mediation and Conciliation Service. The assigned mediator shall seek to promote and/or develop an agreement between the parties, and shall have all the necessary authority to call and schedule meetings between the parties for such purpose. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Services for its services, if any, shall be shared equally by the parties. This procedure represents the parties mutually agreed upon dispute settlement procedure and supersedes the procedure contained in ORC 4117.14.

## 2.08 Failure of Mediation and Application of ORC 4117.14 (D) (2)

In the event that the assistance of mediation is unsuccessful in developing an accord between the parties and producing an agreement, and should an agreement not be reached within ten (10) days of the expiration of the existing agreement, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14 (D) (2) of the Ohio Revised Code.

### **ARTICLE III — GRIEVANCE PROCEDURES**

#### 3.01 Purpose

The purpose of this process is to resolve claim of grievance at the lowest level possible. Both parties agree to process grievances as expeditiously as possible.

#### 3.02 Definitions

- A. A grievance is a claim by a bargaining unit member or the Association alleging that there has been a violation, misinterpretation, or misapplication of the written provisions of the negotiated agreement between the Association and the Board.
- B. A grievant is a professional staff member or the Association alleging a violation, misinterpretation, or misapplication of the written provision of the negotiated agreement. The grievance shall bear signature(s) of the grievant(s).
- C. Days shall be school days when school is in session or administrative work days during time when school is in recess.
- D. An immediate supervisor is that administrator having immediate supervision of the grievant.

#### 3.03 Time Limits

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

If any grievance is not initiated at Level 1 within fifteen (15) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the fifteen (15) day time limit will be applied to the most recent occurrence.

All grievances must be appealed to the next formal level within five (5) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the



decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

### 3.04 Miscellaneous

- A. With the exception of the informal step, response at each level shall be provided in writing to the grievant(s) and the Association president.
- B. Each grievant and an Association representative may be permitted to attend their arbitration hearing with no loss of pay or benefits.
- C. All sessions held in connection with processing grievances shall be closed sessions and no news releases shall be made concerning progress of the hearings.
- D. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.

### 3.05 Rights of the Grievant/Association

- A. The grievant has the right to Association representation at his/her grievance meetings and hearings.
- B. Grievance forms shall be available to members being issued solely from the Association.
- C. No grievance shall be submitted to arbitration without consent of the Association.

### 3.06 Procedures

#### LEVEL 1: INFORMAL DISCUSSION

A professional staff member with a grievance shall first discuss it with his/her immediate supervisor or principal either individually or with a representative to try to prevent it from becoming a formal grievance entailing the use of the following procedure. This grievance shall be submitted on a Level 1 grievance form at the beginning of meeting.

#### LEVEL 2: FORMAL

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level 1, he or she may within the five (5) days submit the grievance to Level 2.

Within five (5) days after receipt of the grievance, the principal shall convene a hearing. Participants at the hearing shall include the Principal/Administrator, the grievant, the Association representative, and any other person who is able to

provide pertinent information to resolve the grievance. The Principal/Administrator shall render a written decision within five (5) days from the close of the hearing to the grievant, with a copy to the Association President.

### LEVEL 3: SUPERINTENDENT

In the event that the grievant is not satisfied with the disposition of the grievance at Level 2, he/she may, within five (5) days, file the grievance at Level 3.

The Superintendent will, within five (5) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the Superintendent/Principal/Administrator, the grievant, the Association representative, and any other person who is able to provide pertinent information to help resolve the grievance. Within five (5) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant with a copy to the Association.

### LEVEL 4: ARBITRATION REQUEST

If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant (through the Association) may request a hearing before an arbitrator.

The grievant's request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance in Level 3. The grievant's request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the voluntary rules of the American Arbitration Association.

Once the arbitrator has been selected, he/she will proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, the grievant, and the administration. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language in arriving at a determination of any issue presented that is proper within the limitations expressed herein, nor shall he/she make any decision contrary to law. In the event that a case is submitted to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The cost of the arbitrator and cost of the hearing room shall be shared equally by both parties.

## **ARTICLE IV — ASSOCIATION RIGHTS**

- 4.01 The Association has the right to use school mailboxes and staff-room bulletin boards for Association communications.
- 4.02 The Board shall make available to the Association one (1) copy of the following:
- A. Notice of all regular and special meetings.
  - B. All Board agendas and addenda.
  - C. Minutes of all regular and special Board meetings. Notices and agendas for regular meetings shall be available to the Association President 48 hours prior to the Board meeting. Notice and agenda for a special meeting shall be available to the Association President at least twenty-four (24) hours prior to the meeting. Such minutes and agenda can be provided electronically on the Board's website.
- 4.03 To use school buildings for Association meetings after notification is provided to the building principal.
- 4.04 To use office and audio-visual equipment normally used by teachers during the school day, for Association purposes, provided they are not being used or are not required for any school business or activity.
- 4.05 The Association shall have the right to payroll deduction of professional dues.
- 4.06 In addition to leave provided in section 7.05 of this Agreement, the Association President will be provided with twelve (12) professional days annually for Association business (to be used in quarter-day [.25] increments) at the Association President's discretion
- 4.07 Names, addresses, telephone numbers, and building assignments of all professional personnel, which are on file with the Board, shall be available to the Association by October 30<sup>th</sup> of each school year.
- 4.08 Eligibility for tuition-free education of natural or legally-adopted children of full-time staff members who reside outside the District provided through the District's open enrollment policy.
- 4.09 Scheduling Committee

In a cooperative spirit, one (1) building administration and one (1) BLEA representative from each building unit (Elementary/Middle/High) shall comprise the scheduling committee. The committee will meet at least two (2) times per school year. The committee will review and resolve issues regarding balancing member schedules, lunch, planning and duty time in the schedule.

## **ARTICLE V — MANAGEMENT RIGHTS**

- 5.01 Limited by and in accordance with provisions set forth in this agreement the Board's exclusive rights include the following:
- A. Determine matters of inherent managerial policy, including areas of discretion or policy such as functions and programs, standards of services, overall budget, use of technology, and organizational structure;
  - B. Direct, supervise, evaluate, and hire employees;
  - C. Maintain and improve efficiency and effectiveness of operations;
  - D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
  - E. Suspend, discipline, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the School District;
  - H. Effectively manage the work force; and
  - I. Take actions to carry out the mission of the School District as a governmental unit.

## **ARTICLE VI — COMPENSATION**

6.01 Salaries

- A. The base salary shall be as follows:  
2016-2017 School year - \$31,130 (0.55%)
- B. A one-time, one thousand dollar (\$1,000.00) stipend will be paid by February, 2017 to teachers who do not step.

C. Annual salaries shall be computed according to the index below:

Index Years	Non-Degree	Bachelors	150 Semester Hours	Masters
0	0.865	1.000	1.038	1.095
1	0.900	1.038	1.081	1.143
2	0.935	1.076	1.124	1.191
3	0.970	1.114	1.167	1.239
4	1.005	1.152	1.210	1.287
5	1.040	1.190	1.253	1.335
6	1.075	1.228	1.296	1.383
7	1.110	1.271	1.346	1.441
8	1.145	1.314	1.396	1.499
9	1.170	1.448	1.570	1.688
10	1.195	1.511	1.640	1.766
11		1.574	1,710	1.844
12		1.637	1.780	1.922
13		1.700	1.850	2.000
20		1.732	1.885	2.040

#### 6.02 Pay Distribution

Members of the bargaining unit will be compensated over the course of the year in twenty- six (26) equal biweekly pays. Direct deposit stubs will be available through the District's human resource web page. When an employee leaves employment from the District (resigns, retires, etc.), access to the web and email shall be available up to their last pay date. Severance will be paid by check rather than direct deposit.

For the 2016-2017 school year only, there will be twenty-seven (27) pay dates from September 1, 2017, through August 31, 2018. As such, pay periods during the summer of 2017 shall be moved to the following dates:

- June 9 through June 12
- June 23 through June 27
- July 7 through July 12
- July 21 through July 27
- August 4 through August 11

#### 6.03 STRS Shelter

The Board shall shelter the employees' STRS payments as provided by law.

#### 6.04 Severance Pay

A. For the duration of this contract, when an employee retires, under regulations adopted by the Ohio Teachers' Retirement System, he/she shall be paid severance pay as follows for the remaining sick leave days they have accumulated: a severance payment amounting to a maximum of ninety (90) days severance payable over two (2) years with proper documentation of such retirement from STRS. Beginning in the 2019 2020 school year, the maximum payment shall be reduced to eighty (80) days

1. For the 2017-2018 and 2018-2019 school year, if the retiree uses equal to or less than an average of ten (10) sick days per year for the final three (3) years, a bonus of seven (7) severance days will be added to the severance package.

OR

2. For the 2017-2018 and 2018-2019 school year, if the retiree uses equal to or less than an average of five (5) sick days per year for the final three (3) years, a bonus of fifteen (15) severance days will be added to the severance package.

B. In the event of extreme circumstances, a Review Committee, comprised by the Superintendent and the Association President, will review the situation on a case by case basis (documentation of circumstance will be required). If the Review Committee verifies the extreme circumstance, the year that the extreme circumstance occurred will be taken out of the three (3)-year period and replaced with the year before the three (3)-year period.

C. The employee retiring must have ten (10) or more years of service with the Beaver Local School District if hired before the 2017-2018 contracted year. Beginning in the 2017-2018 contracted year, all new hires must have fifteen (15) or more years of service with the Beaver Local School District to qualify for severance.

D. An employee who has been granted severance pay by another Ohio Board of Education is not eligible for severance pay from the Beaver Local Board of Education.

E. A retiring employee shall receive half of his/her severance in December following retirement, and the remaining half the following December.

F. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "VALIC Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "VALIC

403(b) Plan") with terms that comply with the requirements of this Paragraph 2.

2. The terms of the 403(b) Plan shall include the following:
  - a. Participation in the VALIC 403(b) Plan shall be mandatory for any teacher actively employed, who is or will be age fifty-five (55) years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.
  - b. If a retiring teacher is a participant in the VALIC 403(b) Plan, an employer contribution shall be made on his/her behalf under the VALIC 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance with Article VI, 6.04 Section A and any retirement incentive pay in accordance with Article VI.
  - c. The required contribution to the VALIC (b) Plan shall be made within the timeframe described in Article VI, 6.04 Section A regarding the payment of severance pay and shall be made within the timeframe described in Article VI, 6.04 Section E. regarding the payment of retirement incentive pay; provided, however, that if the amount payable to the VALIC 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the VALIC 403(b) Plan after the first payroll date in January of the next calendar year.
  - d. A teacher who is a participant in the VALIC 403(b) Plan shall complete an VALIC 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the VALIC 403(b) Plan on behalf of the teacher.
  - e. If a teacher is entitled to have a contribution paid to the VALIC 403(b) Plan and dies prior to such contribution being paid to the VALIC 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the VALIC 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's estate.
  - f. The Plan year of the VALIC 403(b) Plan shall be the calendar year.

- g. After adoption of the VALIC 403(b) Plan, any administrative fees shall be borne by the VALIC 403(b) Plan Participants.
3. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the VALIC 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in accordance with Articles VI. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy-
4. All contributions to the VALIC 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the BEA guarantees any tax results associated with the VALIC 403(b) Plan, deferrals to a TSA or check payments made to a teacher.
5. In the event a teacher is ineligible to participate in the 403(b) Plan and dies, the Severance Pay shall be paid to the employee's estate.
6. If severance amounts to less than one thousand dollars (\$1,000.00), employees may elect to not participate in the VALIC 403(b) Plan.

F. Re-hiring of Retired District Teachers

1. For the purposes of this section, a retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.
2. A bargaining unit member who is eligible for service retirement under STRS, shall have the right to retire and shall be rehired under a one (1) year limited contract, at his/her option. This contract shall automatically expire at the end of the school year. Any further one (1)-year contracts shall be at the discretion of the Board upon the recommendation of the Superintendent.
3. The bargaining unit member must provide the Board with notice of intent to retire in order to be rehired no later than March 31<sup>st</sup>. If the letter is submitted on or after April 1<sup>st</sup>, the retiree is not eligible for the re-hiring of retired teachers in Section 6.04F.
4. The rehired bargaining unit member shall be rehired with no seniority and shall not accumulate seniority while under rehired employment by the Board.



5. The rehired bargaining unit member will be paid at the Bachelor 0 Step of the salary schedule.
6. A rehired bargaining unit member is entitled to participate in all insurance benefits provided to the bargaining unit.
7. A rehired bargaining unit member shall accumulate and be allowed to use sick leave and personal leave accumulated after rehire in accordance with this Agreement. No previous sick leave or personal leave shall be carried over. Additionally, the rehired bargaining unit member shall not be entitled to further severance pay beyond that paid in accordance with Section 6.04F4.
8. This language shall supersede any conflicting language in the Ohio Revised Code.

6.05 Professional Development Reimbursement

The Board will establish a professional development account with the following cap as stated in the year: Each year for the term of the contract = seventeen thousand dollars (\$17,000.00). This account will be used for reimbursement for graduate study in education courses for unit members according to the terms below:

- A. The Board agrees to reimburse up to one hundred fifty dollars (\$150.00) per quarter hour or two hundred dollars (\$200.00) per semester hour for graduate study in education courses. Reimbursement shall not exceed the cost of tuition per hour.
- B. Courses in teaching methods and courses designed to improve instruction may be accepted for reimbursement credit if prior approval is given by the Superintendent.
- C. For Distribution Date:
 

Application to Treasurer	hand delivered by June 30 or postmarked by June 30
Board Approval	July meeting
Disbursement*	Sept. 15

Transcripts must be on file prior to disbursement dates.
- D. Modules earned must be while in the employment of the Beaver Local Board of Education for payment to be received.
- E. A grade of at least a "B" must be achieved in the course as evidenced by an official transcript or completed credit at an accredited university (or a

"PASS" November 15<sup>th</sup> for all approved course work taken during the preceding six-for Pass/Fail courses).

- F. The unit member must work in the Beaver Local System for at least one full year after receiving the tuition reimbursement. If the teacher fails to teach in the district for the required period, the amount of reimbursement received during the prior school year shall be deducted from the employee's final pay.
- G. Reimbursement shall be paid by stipend check and shall be distributed by Sept. 15 for all approved course work taken during the preceding twelve (12)-month period (from July 1 to June 30). The treasurer shall calculate the total cost of all course work submitted for reimbursement and shall divide that amount available in the account to determine the ratio of cost to reimbursement. Such reimbursements shall not exceed the actual cost experience of any unit member, and the total of such reimbursements shall not exceed the amount available in the account for that year.

#### 6.06 Professional In-service Stipend

- A. The Board agrees to pay a two hundred dollar (\$200.00) stipend to unit members who have participated in twenty-five (25) hours of non-compensated in-service (beyond the contracted day) for the school year.
- B. Documented evidence of attendance at workshops, Camp Fitch participation, or in-services is to be submitted by June 15<sup>th</sup>. Payment will be included in the last pay of June.

#### 6.07 Longevity Pay

During a bargaining unit member's fifteenth (15<sup>th</sup>) year of service with the District, the Board shall pay a one (1)-time bonus payment of five hundred dollars (\$500.00) in December of that school year.

#### 6.08 Tutoring Pay

Bargaining unit members, who also act as tutors, shall be paid at the rate of eighteen dollars (\$18.00) per hour for tutoring services outside the regularly scheduled teaching assignment.

#### 6.09 Title I

As teachers in the Title I program are reduced, through attrition only, the Superintendent may, in his/her discretion, determine not to replace said teachers. The Superintendent may, if necessary, hire Title I tutors.

The District shall have a minimum of two (2) Title I teachers at all times.

6.10 After School Detention Pay

Payment for after school detention shall be paid at the rate of eighteen dollars (\$18.00) per hour.

6.11 Summer School Teaching Pay

Payment for summer school teaching shall be paid at the rate of eighteen dollars (\$18.00) per hour.

6.12 Extra Period Teaching Pay

- A. Teachers who give up their planning period will be paid twenty-three dollars (\$23.00) per hour when taking classes for a teacher who is absent and no substitute can be obtained.
- B. Teachers will be paid fifteen dollars (\$15.00) per hour when performing any duties not regularly assigned.
- C. In the event a staff member agrees to take on an additional staff member's classroom for the teaching day, the staff member will receive an additional eighty-six dollars (\$86.00), which may be divided among multiple teachers.

6.13 Grants

If a grant funds program at a higher hourly rate, the grant hourly rate would be used.

6.14 Mileage

All employees required to use their personal vehicle for Board business, as approved by the Superintendent, will be paid at the approved IRS rate on the date of travel.

6.15 Extended Time

- A. Extended time shall be paid at the rate of eighteen dollars (\$18.00) per hour with a maximum of ten (10) hours per employee under the following guidelines:
- B. Pre-approved by the building administrator, no exceptions.
- C. Bargaining unit member receive no monetary compensation for said activities. Activities must be classroom related.
- D. Activities must take place within the time frame commencing two (2) weeks before the first day of school and ending two (2) weeks after the last day of school.

## 6.16 Supplemental Salary

- A. A supplemental contract shall be issued for any Board approved extra-curricular duty in addition to regular teaching duties. See Appendix B.
- B. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.
- C. Supplemental vacancies will be posted to give interested employees an opportunity to apply. Qualified unit members will be considered first before considering those outside the Association.
- D. Supplemental contracts will be paid in a lump sum at the completion of the contract event. Supplemental time slips must be forwarded to the Treasurer's office no later than two weeks prior to the pay dates. If the duties for a supplemental position are split among individuals, each individual shall be paid a lump sum determined by dividing the total number of individuals splitting the duties, into each individual's salary based on his/her years of experience as set forth in Appendix B.
- E. A list shall be available to the Association President in October and February as to the names of those holding supplemental contracts at those times. This list shall include:
  - 1. Position
  - 2. Individual's name holding said position
  - 3. Salary
- F. No bargaining unit member will be required to accept any supplemental contract.
- G. Failure to apply for any supplemental contract shall not be sufficient reason for refusal of employment in the system nor shall it be reason for non-renewal of any teaching contract.
- H. Federal income tax on supplemental wages shall be withheld according to a flat rate as established by IRS.
- I. Head Athletic Coaches and Faculty Manager(s) may be granted supplemental contracts exceeding one year.
- J. Faculty Manager(s) and Athletic Trainer(s) may opt to be paid throughout the year. Sports Program Coordinator may opt to be paid half after the fall sports season and the remaining half after the winter sports season.

K. Curriculum Heads:

There will be twelve (12) Curriculum heads total with four (4) per grade band (K-4, 5-8, 9-12) in language arts, math, social studies and science. Curriculum heads shall be paid an annual stipend of one thousand dollars (\$1000.00).

6.17 Salary Adjustment

Teachers eligible to advance on the salary schedule, must show evidence of additional training and must submit a written form requesting advancement to the Treasurer of the Board three (3) weeks prior to the beginning of the first or second semester. Teachers employed after the beginning of the school year shall be credited with the number of semester hours completed at the time of employment. If a course is completed, but transcript is not available, the pay will be retroactive to the first pay of the appropriate semester upon receipt of official transcript. To move horizontally on the salary schedule, educational credits must be designed and obtained to enhance their role as an educator, i.e. that which contributes to a teacher's level of expertise in subject area knowledge or teaching strategies, and/or leads to additional education certification. Only course work/hours/degrees which are obtained after certification which are consistent with the above will be considered for credit. As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional fields such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria. Initial salary determinations are within the discretion of the Superintendent or his/her designee and such placements will be deemed final upon acceptance of employment and not subject to further challenge by grievance or otherwise.

6.18 Experience Credit

All members of the bargaining unit shall, at the time of their employment, be given all earned educational experience credit up to and including ten (10) years and as provided for in ORC 3317.13.

6.19 Payroll Deductions

Upon the request of the bargaining unit member, the Board shall provide for all new requested payroll deductions providing ten (10) bargaining unit members are participating in the same payroll deduction.

## ARTICLE VII — LEAVE AND BENEFITS

### 7.01 Sick Leave

- A. Each unit member shall be granted one and one-fourth (1¼) days of sick leave per completed month of service (fifteen [15] days per year) with a maximum accumulation of Two Hundred Eighty-Five (285) days.
- B. Any member who has greater than Two Hundred Eighty-Five (285) accumulated days at the inception of the 2017-2018 contract shall not lose days accumulated in excess of the Two Hundred Eighty-Five (285) days. Those members who are grandfathered shall not accrue more days than they currently have and once they drop below the Two Hundred Eighty-Five (285) days maximum threshold, they shall not accrue more than Two Hundred Eighty-Five (285) days.
- C. Sick leave may be used for absence necessitated by personal illness, injury, exposure to contagious disease, disability due to pregnancy, absence due to adoption (up to thirty [30] days), absence due to illness or injury in the employee's immediate family, or death in the immediate family.
- D. Immediate family is limited to: spouse, children, step-children, father, step-father, mother, step-mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, former court appointed guardians, foster children, and wards of the court. This excludes former in-laws.
- E. Notwithstanding the language in section C above, bargaining unit members shall be granted one (1) day of sick leave for the death of foster parents, step-brothers, stepsisters, aunts, uncles, nieces, nephews and cousins.
- F. Any new bargaining unit member, upon reporting for work the first day of the school year, may borrow up to five (5) days from their future accumulation of sick leave. If the employee leaves the employ of the Board before the advance sick leave days is paid back; the appropriate amount will be deducted from the employee's last paycheck.
- G. Any unit member transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to ORC 3319.141.
- H. Employees shall submit use of sick leave to the District Kiosk or system equivalent within three (3) days of return to work. Failure to do so shall deem the employee's absence unpaid until Kiosk or system equivalent is updated.

- I. Falsification of sick leave may be grounds for discipline up to and including termination.

## 7.02 Assault Leave

The Board will advance not more than sixty (60) days wages to employees in a school year, such advancement being solely for the purpose of assisting employees, who have been assaulted in the course of and arising out of employment, to obtain necessary maintenance and care following such an injury or the beginning of a disability resulting from such an injury.

In order to be eligible for the advancement of wages under this section, the employee must agree to promptly apply for temporary total compensation, endorse temporary total compensation checks upon receipt to the Board for the corresponding up to sixty (60) day period for which he/she has been paid wages by the Board; sign a contract with the Board to this effect within one (1) week of the date of the injury and pledge his/her cooperation if the Bureau/Commission sets the matter for a hearing or otherwise contacts the employee inquiring about his/her consent to endorse such temporary total compensation payments to his/her employer as reimbursement for wages advanced.

## 7.03 Personal Leave

- A. Each bargaining unit member shall be granted a maximum of three (3) days of non-accumulative personal leave per school year without loss of pay. Written notice of personal leave must be filed with the Superintendent at least one week in advance of the day requested, except in the event of an emergency.
- B. Personal leave days shall be approved by the Superintendent with the following conditions:
  - 1. The number of employees on personal leave at one time may not exceed six (6) unit members in the district, except for emergency situations,
  - 2. No more than two (2) days personal leave may be taken in succession.
- C. Use of personal leave shall not be granted during the last two (2) weeks of the school year, unless circumstances warrant otherwise, which requires direct communication with the Superintendent.
- D. The Superintendent may allow an exception to the provisions above.
- E. A certified/licensed staff member has the option of the following: unused personal days shall be rolled into accumulated sick leave, or the staff member shall be compensated at the rate of one hundred dollars (\$100.00)

for each unused personal day. Request for payment must be put in writing to the treasurer by June 1<sup>st</sup>.

#### 7.04 Professional Leave

- A. Each employee may be granted paid professional leave for professional meetings, clinics, school visitations, workshops, or student related activities as approved by the Superintendent.
  - 1. Application for Professional Leave along with completed registration form, if applicable, must be filed with the Superintendent at least one (1) week in advance of the day requested, except in the event of an emergency.
  - 2. Bargaining unit members must also submit with application, an estimated cost of expenses for the Professional Day(s) requested.
- B. A bargaining unit member who is subpoenaed to appear before a court as a witness or plaintiff in a legal proceeding or before an agency as a witness shall be granted all necessary professional leave, only if it is classroom/student related.
- C. The Board shall reimburse the bargaining unit member all necessary and related documented expenses (credit card receipts must be itemized) associated with such approved leave, less taxes, alcohol, and gratuities (gratuities that the restaurant includes in the bill due to the restaurant's policy may be reimbursed.) The Board shall reimburse for meals up to the following maximums: Breakfast = five dollars (\$5.00), Lunch = ten dollars (\$10.00), Dinner = twenty-five dollars (\$25.00).

#### 7.05 Association Leave

- A. Up to three (3) bargaining unit members, who are certified delegates of state professional organizations may attend conventions not to exceed a total of two (2) days per school year. The Board will assume the cost of the substitute only. Other costs will be the responsibility of the Association. At least five (5) days advance notice will be given for the leave to the Superintendent.
- B. Notwithstanding the language in Section A, The Beaver Local Education Association president and/or any Association designees shall be entitled to a total of four (4) days per year of Association leave from their work duties to attend to state or local Association business.

#### 7.06 Pregnancy Leave

- A. Bargaining unit members are entitled to utilize whatever sick days they have accumulated for up to thirty (30) work days for pregnancy-related disability.



If a bargaining unit member is absent from the job more than thirty (30) work days due to pregnancy-related disability, a written medical statement from the attending physician is required before additional sick leave will be approved. The physician's statement must be sent to the Superintendent. In the absence of such a physician's statement, the employee may apply for an unpaid leave under Section 7.08.

- B. When utilizing accumulated sick leave for pregnancy-related disability, the employee shall have the same responsibility to comply with the duties required in Section 7.08(E) for unpaid leaves for family and medical reasons.
- C. If the employee does not have adequate sick days, or does not wish to use sick leave days to cover the needed leave, the unit member shall be granted a leave of absence, without pay, not to exceed one (1) school year.
- D. The first twelve (12) weeks of unpaid pregnancy disability leave are governed under Section 7.08. If leave extends beyond twelve (12) weeks due to the employee's illness or disability, the total duration for such employee's unpaid leaves shall not extend beyond one (1) school year, except in cases where the Board determines there are exceptional circumstances justifying its approval of a total leave period in excess of one (1) school year, but not more than two (2) consecutive school years (See Section 7.07).
- E. After the delivery of the child, any bargaining unit employee who is utilizing sick leave for a pregnancy related-disability shall contact the Superintendent relative to her plans to return to work. The bargaining unit member must return to work according to written release by the attending physician or request an unpaid maternity leave of absence.
- F. Employees on unpaid leave shall have fringe benefits paid, for up to three (3) months and shall be permitted to continue any or all fringe benefits by making total monthly premiums to the Treasurer prior to the first (1<sup>st</sup>) day of the month, with the exception of FMLA as provided in section 7.08.

#### 7.07 Unpaid Leave of Absence

- A. Upon written request, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional, or other purposes and shall grant such leave of absence without pay for illness or other disability of the member. Such leave shall be for a period of not more than two (2) years. With his/her request, the member shall state the purpose of the leave if for illness or disability and shall supply a written statement from a physician setting the reasons for the need for the leave, and the period of time the member will be unable to return to work due to the illness and/or disability.

Upon further request, the Board may grant additional leave of up to one (1) school year.

- B. Employees on unpaid leave shall have fringe benefits paid, for up to three (3) months and shall be permitted to continue any or all fringe benefits by making total monthly premiums to the Treasurer prior to the first (1<sup>st</sup>) day of the month.
- C. Upon return from leave the employee shall return to the same or comparable position.

#### 7.08 Family and Medical Leave

- A. Upon the terms and conditions of this provision, each employee is entitled to up to twelve (12) weeks of unpaid leave in any twelve (12)-month period. An employee is permitted to take this leave for the following reasons:
  - 1. The birth of a child or to care for a newborn child within one (1) year of the birth;
  - 2. The placement of a child with the employee by way of adopted or foster care and to care for the adopted child or foster child within one (1) year of the child's arrival;
  - 3. Care for a seriously ill child, parent or spouse with a serious health condition;
  - 4. Employee's own serious medical condition prevents him/her from doing his/her job;
  - 5. Qualified Exigency Leave that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call of order to covered active duty in the Armed Forces (including the National Guard and Reserve); and
  - 6. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.
- B. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider or conditions that incapacitate.
- C. Only employees who have worked at least one year for the Board, and at least one thousand two hundred fifty (1,250) hours for the Board over the last twelve (12)-month period are eligible for family and medical leave.

D. Intermittent Leave:

1. Leave for either reason #1 or #2 may not be taken intermittently or on a reduced leave schedule, unless the employee and the Board agree otherwise, and must conclude within twelve (12) months after the birth or placement.
2. When it is medically necessary, leave may be taken intermittently or on a reduced leave schedule when medically necessary. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.
3. If an employee requests leave under either reason #3 or #1 based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period in which the leave would extend, the employee must elect either to:
  - a) Take continuous leave for the entire treatment period; or
  - b) Transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, and that has equivalent pay and benefits and better accommodates the recurring periods of leave than the employee's regular teaching position.
4. The term "reduced leave schedule" is defined as a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

E. Employee's Duties:

1. Notice

The employee must provide the Board with not less than thirty (30) days' notice, before the date the leave is to begin, unless the leave is not foreseeable.

2. Certification

The employee must provide, in a timely manner, certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee, as appropriate.

The certificate must state:

- a) The date on which the serious health condition commenced;

- b) The probable duration of the condition;
- c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- d) For leave under reason #3, a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent;
- e) For leave under reason #4, a statement that the employee is unable to perform the functions of his/her position; and
- f) In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

If the Board doubts the validity of the certification provided for leave under either reason #3 or #4, the Board may require; at its expense, that the employee obtain a second (2<sup>nd</sup>) opinion from a health care provider designated or approved by the Board.

If the second (2<sup>nd</sup>) opinion differs from the opinion in the original certification, the Board may require; at its expense, that the employee obtains the opinion of a third (3<sup>rd</sup>) health care provider designated or approved jointly by the Board and the employee. The opinion of the third (3<sup>rd</sup>) health care provider shall be final and binding on the Board and the employee.

- 3. Subsequent Recertification: An eligible employee must obtain subsequent recertification on a monthly basis if requested by the Board.
- 4. If an employee takes leave under reason #4, the employee must present to the Board, prior to resuming work, certification from the employee's health care provider stating that the employee is able to resume his/her duties.

F. Board's Duties:

- 1. Maintenance of health benefits: The Board will maintain the employee's coverage under its "group health plan" during the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

2. Restoration of Position -- On return from leave, the Board will:
  - a) Restore the employee to the position s/he held when the leave commenced if available; or
  - b) Restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
3. No loss of benefits: The employee will not lose any employment benefits accrued prior to the date on which the leave commenced. The term "employment benefits" includes all benefits provided or made available to the employee by the Board, including group life insurance, health insurance, and sick leave.
4. An employee is not entitled to the accrual of any seniority or sick leave during any period of unpaid leave.
5. If both spouses are working for the Board, their total leave in any twelve (12)-month period will be limited to twelve (12) weeks, if the leave is taken:
  - a) For either reasons #1 or #2; or
  - b) For the care of a sick parent under reason #3.

G. Substitution of Paid Leave:

1. An employee must substitute any of his/her accrued paid personal leave or family leave for leave provided under either reason #1 or #2 for any part of the twelve (12)-week period of such leave.
2. An employee must substitute any of his/her accrued personal leave or sick leave for leave provided under either reason #3 or #4 for any part of the twelve (12)-week period of such leave.
3. If the employee has not accrued adequate paid leave to encompass the entire twelve (12)-week period of leave taken under this section, the additional weeks of leave necessary to attain the twelve (12) workweeks of leave will be taken without compensation.

H. Return From Leave

The employee must notify the Superintendent in writing of his/her intent to return to work for the following year by April 10 of the preceding year. Failure to comply may result in Board taking action to terminate.

Upon the return from leave of absence by a bargaining unit member, such a bargaining unit member will be returned to their prior position complete with rights and benefits of that position.

7.09 SERB Leave

When a bargaining unit member attends a hearing before SERB, either as a witness properly subpoenaed or as a party, the bargaining unit member shall not be docked any pay in accordance with SERB procedures, provided the Board is a party in the proceedings before SERB at the time of the hearing. (In all other situations, bargaining unit members attending SERB hearings scheduled during their work hours shall apply for personal leave or leave without pay.)

7.10 Jury Duty Leave

A unit member, upon written request to the supervisor, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. In order to receive payment for regularly scheduled hours not worked due to such leave, the employee must endorse the check received for juror services to the Beaver Local School District,

7.11 Health Insurance

The Board shall purchase health insurance that provides major medical coverage including hospitalization, prescription, dental and vision. Such benefits are set forth in Appendix G.

Full-time bargaining unit members (i.e., employees who work thirty [30] hours or more per week) shall contribute nine percent (9%) of coverage fees.

Part-time employees (i.e., employees who work less than thirty [30] hours per week) shall have the option to purchase Board provided health insurance at full cost.

A Section 125 plan (pre-tax) will be in effect for all insurance premium contributions and flexible spending plan.

A summary of benefits booklet shall be provided to all unit members.

Coverage to be effective the first day of the succeeding month from the date of hire.

Coverage shall be offered to dependents up to 26 years of age.

Both parties agree to an insurance appeal procedure in conjunction with the provider of the benefit package.

Prescription drug insurance shall be provided for all employees and their eligible dependents according to the specifications below:

1. Purchase prescription drugs and oral contraceptives as stated in the 2011/12 negotiated benefit package
2. To obtain such benefits, the unit member must be enrolled in the Major Medical Programs.

#### 7.12 Life Insurance

The Board shall purchase a term life insurance of fifty thousand dollars (\$50,000) and A/D and D for each certificated employee. Certificated employees shall be permitted to purchase an additional amount up to fifty thousand dollars (\$50,000) without a physical examination. Additional amounts of twenty thousand dollars (\$25,000), fifty thousand dollars (\$50,000), and one hundred thousand dollars (\$100,000) coverage at the Board assessed coverage rate may be purchased by the employee. A physical exam may be required for amounts exceeding the initial fifty thousand dollars (\$50,000). Dependent Life Insurance may also be purchased by employees according to coverage with the same options at the same or better benefit levels. Coverage to be effective the first day of the succeeding month from the date of hire.

Retiring/resigning bargaining unit members may elect to port their optional life insurance at their own costs. Rates will be determined by the life insurance company. Payments shall be forwarded to the life insurance company.

#### 7.13 Granting of Additional Sick Leave Days

When a bargaining unit member has twenty (20) or less sick leave days and said member is in danger of exhausting these remaining days due to personal illness, he/she (or closest relative) may make a written request to the Superintendent for additional sick leave days.

Upon receiving the request, the Superintendent may request the BLEA president to survey members of the bargaining unit to determine which members would be willing to voluntarily donate additional sick leave days to the person making the request.

The granting of additional sick leave days in this provision shall be at the sole discretion of the Superintendent, and the granting, or not granting of days by him/her shall not be grievable or legally challenged.

### **ARTICLE VIII — EVALUATIONS**

#### 8.01 Purpose and committees

- A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. Committees

1. Evaluation Recommendation Committee (MOU)
2. Student Growth Measure Committee — approve teacher written/department submitted SLOs
3. Teacher Development Committee — develop a list of approved professional development activities, meet with teachers needing remediation and advise them in developing an individual plan, approve growth plans and improvement plans. Plans not accepted will be revised and resubmitted. Teachers serving on this committee will be paid twenty dollars (\$20) per hour. Committee will be comprised of four (4) teachers and (4) four administrators.

8.02 Definitions

- A. Ohio Teacher Evaluations System (OTES) — as adopted by the Ohio State Board of Education.
- B. Teacher — for the purpose of this policy, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:
1. A license issued under ORC §3319.22, §3319.26, §3319.222 or §3319.226; or
  2. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2003; or
  3. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2006; or
  4. A permit issued under ORC §3319.301.
- C. Credentialed Evaluator — a full-time contracted employee of the Beaver Local School District holding at least one certificate/license named under Division (E), (F), (J), or (L) or ORC §3319.22) who is the immediate



supervisor. (For special education teachers, the Special Education Supervisor may be considered to be the "immediate supervisor"). And meets eligibility requirements under R.C. 3319.111(D) and holds a credential established by the Ohio Department of Education for teacher evaluation.

- D. Core Subject Area — means Reading and English Language Arts, Mathematics, Science, Foreign Language, Government, Economics, Fine Arts, History and Geography
- E. Electronic Teacher and Principal Evaluation System ("eTPES") — is the electronic system used by the District to report evaluation data to ODE.
- F. Evaluation Cycle — is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.
- G. Evaluation Factors — refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- H. Evaluation Framework — means the document created and approved by the Ohio Department of Education (ODE) in accordance with §3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.
- I. Evaluation instruments — refers to the forms used by the teacher's evaluator. Those forms developed by the ODE are located in Appendix D to this agreement.
- J. Evaluation Procedure — the procedural requirements set forth in this agreement to provide specificity to the statutory obligation established under §3319.111 and §3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.
- K. Evaluation Rating — means the final summative evaluation that is assigned to a teacher pursuant to terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for

in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings:

1. Accomplished,
  2. Skilled,
  3. Developing, or
  4. Ineffective.
- L. Student Growth — means a unit of academic growth projected for a student over a specified period of time.
- M. Student Learning Objectives (SLOs) — are measurable academic growth targets that are set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Shared Attribution Measures — encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.
- O. Value-Added — refers to the EVAAS Value-Added methodology provided by SAS, Inc.; which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.
- P. Vendor Assessment — student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally-normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value- Added measure does not apply.
- Q. Remediation Plan — refers to a written plan which shall be collaboratively put into place with the teacher and the Teacher Development Committee, in order to directly address any deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. The Remediation Form in Appendix D of this agreement will be utilized for this purpose.
- R. Teacher Performance — is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may

be coded as "1" indicating lowest performance to "4" indicating highest performance.

- S. Teacher-Student Data Linkage (TSDL) — refers to the process of connecting the teacher(s) of record (based upon definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.
- T. Teacher of Record — a teacher who:
  - 1. is responsible for assigning the grade to the student, and
  - 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and
  - 3. is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

- 8.03 Evaluation Recommendation Committee (ERC) this section is proposed to be the same as the April 18, 2013 Memorandum of Understanding (Appendix J) between the parties, with the exception of the date in §3.B.8, which shall simply read By May 15 of each year of the Agreement.

The Evaluation Recommendation Committee will meet at least two (2) times per year, once (1) each semester, to better monitor the evaluation process.

- 8.04 Student Growth Measures (SGMs) Committee

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs for the employees of the Beaver Local Schools, as well as overseeing any professional development necessary for the development and writing of SLOs.

A. Committee Composition

- 1. The committee shall be comprised of four (4) Association members (not more than two [2] per school building) appointed by the Association President, two (2) administrators appointed by the Superintendent, and the Superintendent or his/her designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- 2. The SGM committee shall also include three (3) Bargaining Unit Members at each of the following levels: K-2, 3-5, 6-8, 9-12 (by department), for the purposes of an "SLO" Subcommittee.

3. The members of the committee shall be representative of the elementary school, the middle school, the secondary school and specialty areas within the district.
4. The terms of Association members on the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the Association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances or is removed by action of the Association.
5. At the conclusion of the Association member's term, or removal there from, the Association will appoint a successor.

B. Committee Operation

1. The committee shall be chaired by an administrator, who will develop the agenda.
2. Members of the committee will receive training on the writing of student learning objectives (SLOs), value-added (including, but not limited to, ODE SGM trainings, teacher of record, shared attribution and teacher-student data linkage) prior to beginning their work, and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).
3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
  - a. One task of the committee shall be to determine those conditions that likely would impact SGMs, other than those attributed to teacher performance responsibility, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the new standards and/or curriculum, etc.
  - b. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
4. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.

5. All decisions of the committee shall be evidenced-based and achieved by consensus.
6. Members of the committee shall receive release time or compensation at a rate of twenty dollars (\$20) per hour for work outside the contractual work day for committee work and training.
7. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the board.

C. Secretarial Support

The district shall provide secretarial support and assistance to the committee. Responsibilities shall include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

D. Committee Authority

1. The SGM committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board.
2. The SGM committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. The SGM committee shall define the five (5) levels that count towards the final summative rating of teacher effectiveness:

90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

8.05 Teacher Development Committee

The parties agree to establish a Teacher Development Committee as follows:

- A. Develops a list of approved professional development activities which are funded by the state-required monies the Board designates for professional development.

- B. Reviews improvement Plans and jointly-developed Professional Growth Plans to ensure equity.
- C. Comprised of four (4) teachers appointed by the Association President and for (4) administrators appointed by the Superintendent and jointly chaired in the same manner as the ERC.
- D. Will be compensated in the same manner as the ERC Committee for work outside the contractual day.

#### 8.06 Standards-Based Teacher Evaluation Process

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

Each teacher evaluation will result in an effectiveness rating of:

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

During the 2016-2019 school years, all members rated Accomplished, Skilled and Developing in the bargaining unit shall be considered comparable to one another for Reduction in Force purposes.

During the 2016-2019 school years, all members rated Ineffective in the bargaining unit shall be considered comparable to one another for Reduction in Force purposes.

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

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

- B. Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained

and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

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

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

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument in Appendix D of this agreement.

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and on the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video, audio or electronic devices without the written permission of the teacher.

C. Orientation of Teachers

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

D. Schedule of Evaluation

A1 teachers shall be evaluated in accordance with Ohio House Bill 64.

A2 and C teachers shall be evaluated in accordance with Ohio House Bill 64 as follows:

- Accomplished - every three (3) years
- Skilled - every two (2) years
- Developing - annually
- Ineffective - annually

The BLEA will receive a list of teachers, their evaluators and their SGM designation (A1 etc.) for each school year by September 30.

The Board may elect not to evaluate a teacher who was on leave from the District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1<sup>st</sup> of the year the teacher was scheduled to be evaluated.

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

E. Finalization of Evaluation

1. Written Report — Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher.
2. Completion of the Evaluation Cycle—The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year



and/or SLO's from the current year and performance that is assessed through evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.

3. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
4. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal report.
5. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
6. The evaluation report shall be completed by May 10, signed by both parties, and filed with the Superintendent.
7. Final evaluation conferences may be requested by either the Bargaining Unit member or the evaluator, but are not required.
8. Final evaluation for any teacher up for non-renewal will be completed prior to non-renewal notification meeting.
9. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) — The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.
10. A teacher shall be given, by the District, one (1) copy of all information and documents obtained through the evaluation process.
11. The District shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th.
12. The Board shall report only the minimum evaluation information required by ODE.
13. The BLEA President will receive a copy of all evaluation information reported to ODE each year, including the final evaluation rating for

each teacher (by name), each year and a list of teachers for whom an evaluation was not completed by July 15.

F. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy signed by both parties, shall be provided to the teacher.

G. Due Process

Teachers who disagree with the level of student growth, the rating of performance and/or the summative evaluation rating shall be allowed to request a different evaluator; and such request shall be honored by the district.

8.07 Formal Observation Procedures

- A. A minimum of two (2) formal observations shall be conducted; the first by Winter Break and the second by April 1. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal non- continuous observations unless otherwise agreed to by the teacher.

Teachers shall not receive a formal observation on a day before the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

- B. Observation Conference: All formal observations shall be preceded by a pre- observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form in the Appendix of this agreement.

A post-observation conference shall be held after each formal observation. The post- observation conference shall take place within ten (10) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan and afford the teacher the opportunity to provide additional evidence of performance.

- C. Informal Observations/Classroom Walkthrough Procedure

1. A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:
  - Evidence of planning;
  - Lesson delivery;
  - Differentiation;
  - Resources;
  - Classroom environment;
  - Student engagement;
  - Assessments;
  - or any other component of the standards and rubrics approved for teacher evaluation.
2. Consist of at least five (5) minutes, but not more than twenty (20) minutes. Data gathered shall be placed on walkthrough form found in the Appendix of this agreement and provided to the teacher within two (2) days. Teachers shall have the opportunity to respond to feedback.
3. Walkthroughs shall not be conducted on the day proceeding any holiday or recess recognized on the district calendar.

#### 8.08 Assessment of Student Growth

- A. In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. Students who have excused or unexcused absences greater than twenty-five percent (25%) of the total instructional days shall not be included in the growth measure calculation.
- B. The parties agree to utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:
  - A1: Teachers instructing in value-added subjects exclusively;
  - A2: Teachers instructing in value-added courses, but not exclusively;
  - B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.
- C. Each grade level and/or department shall submit its Student Growth Measure Plan for the following year to the Student Growth Measure Committee by May 31st. Such plans shall be in compliance with the requirements of ORC §3319.111 and §3319.112.
- D. Data from the measures of student growth approved by the SGM committee will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:
- Above
  - Expected
  - Below
- E. When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by September 30th.
1. The SGM Committee shall review all submitted SLOs by October 15.
  2. Any SLO that is rejected by the SGM Committee shall be returned to the grade level/department with specific designation of deficiencies by October 1 with a timeline of ten (10) days for the resubmittal of the corrected SLOs.
  3. SLO data will be tied to the teacher performance of the same year, while Value Added data will be tied to the teacher performance of the next year.
- F. Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.
- G. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
- H. High stakes employment decisions will not be materially informed by consideration of student growth portion of the teacher evaluation unless or until there has been a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level. Thereafter, such data shall be computed using a rolling three (3) year average of student growth data.

- I. Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.
- J. Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).
- K. An educator evidencing approved leave (e.g. FMLA, Maternity, Parental or other Board-approved leave) in consultation with the evaluator may defer consideration of student growth measures to a subsequent year or modify the SGM's expectations. This shall also apply to instances where teachers have a student teacher.

8.09 Final Evaluation Procedures

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

Student Growth		Performance		Final Summative Rating	
•Most Effective (5)	600	•Accomplished (4)	600	•Accomplished	500-600
•Above Average (4)	400	•Skilled (3)	400	•Skilled	300-499
•Average (3)	300	•Developing (2)	200	•Developing	100-299
•Approaching Average (2)	200	•Ineffective (1)	0	•Ineffective	0-99
•Least Effective (1)	0				

- B. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

8.10 Professional Growth Plans and Professional Improvement Plans

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

1. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the form in Appendix D of this agreement.
2. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her administrator, which will be reviewed by the Teacher Development Committee and the teacher will have input on his/her evaluator for the next evaluation cycle, utilizing the form in Appendix D of this agreement.
3. Teacher whose performance rating is ranked ineffective will develop a professional improvement plan with their administrator, which shall be reviewed by the Teacher Development Committee. The Improvement Plan shall utilize the form in Appendix D of this agreement.

#### 8.11 Core Subject Teachers — Testing for Content Knowledge

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

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

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

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

#### 8.12 Personnel Action Requirements

- A. The evaluation procedure shall not be used for any decision concerning the assignment, reassignment, or transfer of any teacher.

- B. For the 2016-2017, 2017-2018, and 2018-2019 school years, student growth data will not be considered in non-renewal decisions unless upon the request of a member.

### **ARTICLE IX — FAIR DISMISSAL**

- 9.01 The length of the probationary period of employment shall be for the first three (3) years of employment, and any such probationary employee may be non-renewed prior to the fourth year of employment pursuant to the procedures herein.

All probationary bargaining unit members whose contracts are recommended for non-renewal shall be entitled to the following:

- A. Non-renewal of contracts shall be preceded by written notification, to the employee from the Superintendent, stating the intent to recommend non-renewal. This notification shall be given to the employees by March 31<sup>st</sup>. Employees so notified shall be given the opportunity, upon written request, to address the Board in executive session with an association representative and may prior to official action by the Board, have an additional representative of the individual's choice.
  - B. Written notice of the Board's action of non-renewal shall be given to the bargaining unit member on or before April 30th and shall be served on the bargaining unit member personally or mailed by certified mail to his or her last address as shown on the records of the Board.
  - C. Probationary employees shall not have the right to grieve, appeal, or otherwise challenge non-renewal of these contracts except as to the procedure set forth in A&B above.
  - D. Failure on the part of the district to follow any of the procedures set forth in Article VIII and in sections A and B above, shall render the non-renewal of a probationary employee invalid, and shall cause the Board to reinstate the individual, without loss of pay, benefits or seniority, under a contract in accordance with section 11.01 in this Agreement.
- 9.02 The termination or non-renewal of non-probationary bargaining unit members and the termination of continuing contract status members shall be controlled by the provisions that follow:
    - A. In the event of non-renewal or termination of a non-probationary bargaining unit member, the bargaining unit member will be notified by his/her supervisor at a teacher-principal evaluation conference if cause be poor performance. This meeting will take place no later than March 18th and the teacher will be presented with a written summation (copies to the Superintendent and the BLEA President) specifying those deficiencies in his/her performance that warrant non-renewal or termination in addition to the Teacher Appraisal Report forms that school year and all other relevant

communications. If the cause for termination is for gross inefficiency or immorality, lack of following a superintendent's approval plan for meeting HQT, willful and persistent violations of reasonable Board regulations, or for other good or just cause such action may be initiated at any point following alleged violations.

- B. A bargaining unit member so informed may request in writing within ten (10) days of notification to the Superintendent, a joint review of the circumstances contributing to this action. The conference to discuss the allegations shall be attended by the bargaining unit member, the bargaining unit member's Association representative(s), the bargaining unit member's principal, and the Superintendent. Said conference shall be held no sooner than five (5) days nor later than twelve (12) days following the bargaining unit member's request for a meeting. This meeting will take place prior to any official action by the Board of Education. Within five (5) days, a written statement of the Superintendent's final recommendation to the Board is to be received by the employee, with a copy sent to the Association President.
- C. Prior to the Board's official act not to continue to employ a non-probationary member, the member shall be given in writing a complete statement of the reasons for this non-renewal or termination from the Superintendent. The reasons for non-renewal and termination as delineated in ORC 3319.16 are the following: gross inefficiency or immorality for willful and persistent violation of reasonable regulations of the Board of Education, or for other good and just cause. Within five (5) days of the request, these reasons will be delivered to the unit member with a copy sent to the Association President.
- D. Once a bargaining unit member has received such reasons for non-renewal or termination, he/she shall have the right to a hearing before the Board in executive session within twelve (12) days and prior to any non-renewal/termination action of the Board. He/she shall also have the right to Union Representation at such hearing.
- E. Such bargaining unit member may appeal the decision of the Board by filing a grievance at level 4 of the grievance procedure within fifteen (15) days of notice of the Board's decision, initiated at any point following alleged violations.
- F. Failure on the part of the district to follow any of the procedures set forth in Article VIII and in sections A through E above, shall render the non-renewal or the termination of a non-probationary bargaining unit member invalid, and shall cause the Board to reinstate the individual, without loss of pay, benefits or seniority, under a contract in accordance with section 11.01 in this Agreement, or under a continuing contract if such was held by the individual prior to termination.



- 9.03 The provisions of this Fair Dismissal section do not apply to supplemental contracts, nor to replacement contracts as defined in Article 11.03 and 7.08.
- 9.04 It is the intention of the parties that the Fair Dismissal, Evaluation, and Discipline provisions of this Agreement shall supersede O.R.C. 3319.11, and 3319.111 as they relate to evaluation, non-renewal, and termination.

### **ARTICLE X — DISCIPLINE**

- 10.01 A meeting with a member of the bargaining unit, by an administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said employee, shall, upon request of the employee be in the presence of an association representative and the administrator making the charge or imposing disciplinary action.
- 10.02 Disciplinary interviews shall be conducted in private and shall remain confidential to the extent provided by law.
- 10.03 No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation, adversely evaluated, or otherwise deprived of any professional advantage without just cause.
- 10.04 Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report.
- 10.05 Nothing herein shall be construed to deny any individual his/her right to counsel or right to pursue appeal through the grievance procedures.
- 10.06 In the event of Board action to suspend a contract for disciplinary reasons, the Board shall serve notice in writing personally or by certified mail to last known address. A disciplinary action which resulted in a suspension of contract may be appealed in accordance with Article 9.02 sections D and E.

### **ARTICLE XI — CONTRACTS**

#### 11.01 Limited Contracts

Bargaining Unit members who do not qualify for a continuing contract shall receive limited contracts in the following sequence:

- ⇒ 1st year - a limited contract of one year
- ⇒ 2nd year - a limited contract of one year
- ⇒ 3rd year - a limited contract of one year

- ⇒ 4th year contract and thereafter shall receive a limited contract for three years.

#### 11.02 Continuing Status

- A. A bargaining unit member becoming eligible for a continuing contract shall be considered for a continuing contract when the next regular issuance of contracts is made at the April Board meeting.
- B. A bargaining unit member eligible for a continuing contract shall be defined as the following:
- a) Any employee holding a professional, permanent, or life teacher's certificate;
  - b) Any employee holding a professional educator license who has completed the applicable one of the following:
    - i. If the employee did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of educator shall adopt; or
    - ii. if the employee held a master's degree at the time of initially receiving a teacher's certificate or an educator 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 such certificate or license, as specified in rules which the state board of education shall adopt.
- C. To be considered for a continuing contract, eligible bargaining unit members must submit a letter to the Superintendent requesting such consideration prior to the April board meeting.

### **ARTICLE XII — REDUCTION IN FORCE**

#### 12.01 REASONS AND PROCEDURES

When the Board determines it necessary to reduce the number of bargaining unit positions, these procedures shall apply:

A RIF may occur for the following reasons:

- A. Decrease in overall pupil enrollment and/or decrease in enrollment in grade level or program area;

- B. Suspension of schools or territorial changes affecting the district;
- C. Return to duty of teacher on leave of absence; and
- D. Financial reasons

12.02 The following procedures shall apply to a reduction in force:

- A. Attrition -- The Board will attempt to avoid, or if it cannot reasonably be avoided to keep to a minimum, a reduction in force through attrition by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.
- B. Reduction Other than by Attrition -- To the extent that the Board determines it necessary to reduce the number of certificated staff after implementation of 12.02(A), reductions will be achieved by suspension of contracts. Suspension of contracts pursuant to a reduction in force will be based on seniority when choosing between teachers with comparable evaluations.
- C. Contract suspension(s) may be made once per year and shall be effective August 1. In the event of unforeseen circumstances, contract suspension(s) may take place at any time during the school year.
- D. On or before the May regular Board meeting preceding the date of implementation, the Association President shall be notified of the Board's decision to reduce in force.
- E. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of teacher(s) who will be returning from approved leaves of absence will be separately indicated as part of the aforementioned formalized list. The number of teachers who will be returning, within an area of certification, will be indicated. This statement shall be prepared prior to the May regular Board meeting during the calendar year in which implementation is to occur. The Association President shall receive two (2) copies of said list within five (5) days of completion of the list.
- F. Definitions
  - 1. Seniority - is continuous service (unbroken employment) as a bargaining unit member with the Board beginning with the date of the Board meeting when hired and then by when the initial employment contract was signed. Any remaining ties will be broken by lot.
  - 2. Areas of Certification/Licensure - shall be defined as the teaching and/or any subject areas said bargaining unit member is certified/licensed to teach.

3. Board approved leaves of absence do not interrupt seniority, but time spent on such leaves shall not count towards seniority.
  4. Seniority of teachers, who resign and are subsequently re-employed, shall begin at the date of reemployment.
  5. Position is the employees current teaching assignment.
  6. Comparable Evaluation – Evaluation ratings above ineffective shall be deemed comparable.
- G. Reduction - staff reductions based upon the Superintendent's recommendation pursuant to this policy shall be made as follows:
1. All bargaining unit members shall be placed on a seniority list for each teaching field for which they are properly certificated by March 1st of any school year.
  2. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority.
  3. Bargaining unit members serving limited contracts will be placed on the list under continuous contract teachers, also in descending order of seniority.
  4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for the area of certification, who is currently assigned to a position in that teaching field.
  5. A bargaining unit member so affected may elect to displace a fellow staff member, who holds a lower position on a seniority list in another area of certification provided he/she meets Highly Qualified Teacher requirements for the position, or will complete a plan, approved by the superintendent, to meet HQT within two years.
  6. Limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
    - a. Comparable evaluations.
    - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
  7. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract

teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

- a. Comparable evaluations.
- b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

#### H. Displacement Rights

A teacher whose contract has been suspended pursuant to this Article may displace a less senior teacher holding a position for which the rified teacher is licensed/certificated to teacher. Among teachers with comparable evaluations, seniority shall be the determining factor in implementing the displacement rights such employees shall have.

### 12.03 RECALL

The names of bargaining unit members whose contracts are suspended in a reduction in force will be placed on a Recall List. Bargaining unit members on the Recall List will have the following rights:

- A. Bargaining unit members on the recall List will be recalled in order of seniority of those teachers with comparable evaluations for vacancies in areas for which they are certificated/licensed. These vacancies must be filled from the recall list before any transfers/reassignments may occur. Unit members with a limited contract that were suspended because of RIF shall be retained on the recall list for twenty-four (24) months, which shall be from September 1st to September 1st.

No new certificated employees in the specified certificated area may be employed while qualified bargaining unit members are on layoff status.

- B. If a vacancy occurs, the Board will send a certified announcement to the last known address of all instructional staff members on the Recall List who are qualified according to these provisions.
- C. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address.
- D. All bargaining unit members are required to respond in writing to the Superintendent within ten (10) workdays.

- E. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary level enjoyed at the time of layoff.
- F. The Board and Association agree that these procedures apply only to the suspension of contracts under Ohio Revised Code Section 3319.17.
- G. The Superintendent shall make available annually to the Association President on or before March 1st, the current seniority list of all teachers.
- H. Bargaining unit members who experience RIF shall be given first consideration as substitute teachers, upon their request.
- I. An employee may be removed from the recall list if he/she:
  - 1. Waives his/her recall rights in writing;
  - 2. Resigns;
  - 3. Fails to accept recall for a position for which he/she is certified within ten (10) days of notification; or
  - 4. Fails to report to work within fifteen (15) working days after receipt of the notice of recall, unless sick or injured.

### **ARTICLE XIII — TERMS AND CONDITIONS**

#### **13.01 PERSONNEL RECORD FILE**

- A. The official personnel file of each employee will be maintained in the central office. Only one (1) official teaching personnel file for each employee shall be maintained by the district, excluding treasurer's payroll files.
- B. Any bargaining unit member shall have the opportunity to read any material before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall indicate only that the material has been inspected by the teacher. He/she shall also have opportunity to reply to critical material in a written statement to be attached to the filed copy.
- C. Teachers shall be informed of any complaint by a parent and/or student, which is directed toward them, which will become a matter of record. No complaint shall become a matter of record unless it can be substantiated through an investigation completed to the satisfaction of the Superintendent.

- D. Neither anonymous letters nor unsubstantiated materials shall be placed in the teacher's personnel file.
- E. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.
- F. Upon the teacher's request, written reprimands and/or critical letters or items of a disciplinary nature shall be removed from the teacher's file providing that two (2) years have elapsed from the date of the document and no other formal disciplinary action or reprimand has been filed during the two (2) year period.
- G. By appointment, a teacher shall be entitled to a photocopy (at no cost) of the contents of his/her personnel file excepting employment references which are labeled confidential.

13.02 ART, MUSIC, AND PHYSICAL EDUCATION:

- A. Physical Education instructors will be provided in Grades K - 8.
- B. Art and Music teachers will be provided for Grades K - 6.
- C. During this period that the class schedule assigns students to art, music, and physical education, the student's classroom teacher will have planning time.

13.03 INSTRUCTIONAL PLANNING AND FACULTY MEETINGS:

On the first day of school, the principal will distribute to each teacher a yearly schedule of all regular faculty meetings. Emergency meetings may be called at any time and those bargaining unit members who provide a written statement to the principal of a previously scheduled appointment shall be excused from such meetings.

13.04 LENGTH OF WORK DAY:

- A. The bargaining unit member's work day shall not exceed seven (7) hours. These time limits shall include lunch periods and planning periods and shall be continuous from the time teachers are required to report.
- B. The work day will occur between the hours of 7:00 A.M. and 4:00 P.M.; however, the principal may call faculty meetings that go beyond the seven (7) hour day. The aggregate time for required faculty meetings shall not exceed forty-five (45) minutes per month.
- C. All unit members shall have at least thirty continuous uninterrupted minutes of lunch time during which they are not assigned any work duties.

- D. If a unit member is required to stay for bus duty beyond the work day, he/she will be paid at the rate of 1 - 15 minutes \$4.00; 16 - 30 minutes \$7.00; 31 - 60 minutes \$13.00. The sum of the time will be payable every two weeks on payday after time slips are submitted.

13.05 TEACHER ASSIGNMENT:

All bargaining unit members will be sent their assignment for the ensuing school year relative to subject and/or grade level with the first pay check in August.

13.06 VACANCIES:

Notice of vacancies to be filled or newly created positions shall be posted in each building for five (5) days prior to the filling of such positions. Notices of vacancies during the month of August shall be posted in each building for three (3) days prior to filling of such positions. A copy of these notices shall be emailed to the President of the Association. If positions are opened after dismissal of school for summer recess, notification of these positions will be forwarded to teachers along with their paychecks and the district's web site for the first year of this contract and for the second year of this contract, the notification of these positions will be posted on the district's web site only.

- A. A vacancy shall be any position in the bargaining unit resulting from an employee's leaving employment as a result of:
  - a) termination or non-renewal
  - b) resignation or death
  - c) creation of a new bargaining unit position
- B. Each posting shall include the following:
  - a) position(s) available
  - b) certification and/or licensure require by the State of Ohio
  - c) deadline for application
  - d) effective starting date
  - e) any additional pertinent information.
- C. If no applications are received within five (5) school or work days of the date of posting the notice (or the postmark on mailings), it will be assumed that there is no interest in the position among staff members and the position may be filled from outside the system.



- D. A person hired to fill a posted vacancy must possess the required posted certification and/or licensure for the vacancies. Seniority in the district shall be the determining factors for filling vacancies when applicants possess certification and/or licensure from the State of Ohio which allows them to assume such bargaining unit positions.

13.07 VOLUNTARY TRANSFER:

Teachers may request and the Board may grant a change of assignment in accordance with the following procedures:

- A. Change of assignment request shall refer to (1) change in building, (2) change of year/level, (3) change of subject.
- B. Transfer requests may be initiated by teachers using the following guidelines:
  - 1. A transfer request letter shall be submitted to the office of the Superintendent by March 30th prior to the school year in which the transfer would occur.
  - 2. If there are no bargaining unit members awaiting recall, transfer requests for vacancies shall be granted in accordance with section 13.06.
  - 3. No transfer shall be made during implementation of a RIF that will cause the lay-off of a more senior employee.
  - 4. No transfer shall be made during a RIF that will negatively impact the recall of an employee on layoff.

13.08 INVOLUNTARY TRANSFER/REASSIGNMENT:

- A. Reasonable effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer in the Building or within an area of certification, notification thereof shall be given to the involved teacher(s) by July 30th preceding the effective date of said involuntary transfer. No teacher shall be involuntarily transferred without just cause. When involuntary transfers are necessary due to a staffing need, a teacher's area(s) of certification, Highly Qualified Status, his/her teaching experience, and length of service in the Beaver Local School System will be used as the criteria in determining if a teacher is to be transferred (least service-first transferred).
- B. Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting [within five (5) days of a written request] of the teacher(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved teacher may request

representation of his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

13.09 PLANNING/PREPARATION/CONFERENCE PERIOD:

1. Each Teacher shall be scheduled at least 200 minutes per week for preparation, planning, and conference. A planning period shall consist of at least thirty (30) uninterrupted minutes without students or duties. Conferences with parents shall be scheduled by the individual teacher. These conferences should be arranged in a timely manner and the conference scheduled within a week of the original contact. MH teachers (due to the nature of the position) shall have at least two hundred (200) minutes per week preparation, planning and conferences. They may not have their days balanced in time.

13.10 EXTRA DUTIES:

- A. Each principal shall provide a written list of responsibilities for extra duties beyond the teaching assignment.
- B. Extra duties are those assignments during the workday including playground, bus, lunchroom, halls, restroom.
- C. A committee may be formed consisting of three (3) teachers and a building principal to determine extra duty schedule provided that request to participate in such is made at least three (3) weeks prior to the end of current school year.

13.11 NOTICE FOR SCHOOL CLOSING/DELAYS:

- A. A decision to close or delay a school day shall be communicated by the Superintendent to local news media to announce. Unit members shall not be required to report for duty if their building is closed unless requested to attend a previously planned meeting or professional conference commitment, and shall then be granted compensatory time by the respective building principal. Request must be made on the appropriate form (Appendix E).
- B. If instructional days are lost due to inclement weather or other calamity, the staff will be allowed five (5) days lost to calamity and three (3) online instruction days, i.e., Blizzard Bags, but will be required to make up all other lost days to fulfill their contract.

Following the occurrence of the eighth (8<sup>th</sup>) missed day, the Superintendent and the Association President shall meet to discuss how to best make-up missed instruction (i.e., scheduled make-up days) that have or may become required.

Based upon the number of instructional hours completed to date and the potential for additional calamity days, the Board of Education, by resolution, may amend the school year calendar after consultation with the BEA.

### 13.12 SCHOOL CALENDAR

- A. The Association Calendar Committee shall develop recommendations for a school calendar by polling all teachers and presenting such poll as priority for such recommendations. The recommendation shall be forwarded to the Superintendent by January 15<sup>th</sup> of each year in order to be considered.
- B. The school calendar shall consist of, and may exceed but not fall below, the minimum number of instructional hours as required by state law and shall consist of:
  - 1. The school calendar shall consist of one hundred seventy-eight (178) teaching days and four (4) parent-teacher conference days and inservice days, and one (1) record day (as last work day) for a total of one hundred eighty-three (183).
  - 2. Open House - completed attendance at the employee's "Open House" will provide a bargaining unit member three (3) hours of compensatory time off work which must be approved in advance by the building administrator. Request must be made on the compensatory time form (Appendix E).
- C. Compensatory time will be given for a school-related activity, approved in advance by the building principal or district administrator when the bargaining unit member receives no monetary compensation for said activity. No more than twenty-one (21) hours (exact time for exact time) will be accumulated. The request for compensatory time shall be in writing and will accompany a compensatory leave request form (Appendix E).

### 13.13 WORK ENVIRONMENT

The Board shall provide each member of the bargaining unit with a safe and healthy work environment. If the Board or the administration is made aware of any compromise in the safety and/or health of the workplace provided to any bargaining unit member or group of bargaining unit members, the Superintendent or designee shall immediately and thoroughly investigate the situation, and shall keep the affected bargaining unit member(s) and the Association President apprised of the progress and results of the investigation. Immediately upon the investigation's conclusion, the Superintendent shall take all such action as deemed necessary to restore the safety and/or health of the workplace. If the compromise to the safety and health of the workplace of any bargaining unit member(s) is the result of a threat of any kind made by a student, parent, and/or any other person, the Superintendent shall take all such immediate action necessary to protect the safety of the affected bargaining unit member(s).

## ARTICLE XIV — DUES DEDUCTION AND FAIR SHARE FEE

- 14.01 On the effective date of this Agreement and for employees hired after the effective date of the Agreement sixty (60) days following the beginning of employment, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by Association members, and shall only represent the proportionate amount paid by Association members for non-Union related activities, as certified by the Union. The Association shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.
- 14.02 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association shall then be transmitted by the Association to the Treasurer of the Board on or about January 1st of each year for the purpose of determining amounts to be payroll-deducted and the Board agrees to promptly transmit all amounts deducted to the association. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 15th until the second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 14.03 A. The Board shall provide payroll deduction for the Association's annual dues. Each employee shall give written authorization to have Association dues deducted. Once an employee has given authorization, the deduction shall continue each year unless the employee gives notice of a change.
- B. The first paycheck deduction shall start the second pay in October and continue in equal installments with the final installment made by the second pay in July.
- C. The Treasurer shall transmit the dues deductions to the Association within ten (10) days of the payroll deduction,
- 14.04 The Association shall defend and indemnify the Board of Education and Treasurer and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Board of Education and/or Treasurer for purposes of complying with any of the provisions of this Article or in reliance on any list, notices, certifications or assignments furnished under any of such provisions. The

Association shall reserve the right to designate counsel for defense and indemnification of the Board and Treasurer. The Association covenants that counsel furnished by the Association for defense and indemnification of the Board and Treasurer shall conscientiously endeavor to cooperate with Board counsel.

Any legal claim or action filed concerning fair share fee made against the Board shall be notified promptly to the Association.

#### **ARTICLE XV — MAINTENANCE OF STANDARDS**

##### **15.01 Maintenance of Standards**

During the duration of this Agreement, the Board of Education shall maintain the accumulated rights and privileges of past practice and the employment and personnel practices that are not specified in this Agreement.

#### **ARTICLE XVI — NON-DISCRIMINATION AND EQUAL TREATMENT**

16.01 Both the Board and the Association recognize their respective responsibilities under Federal and State civil right laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap.

16.02 The Board and Association recognize the right of all employees and all applicants for employment to be free to join and right not to join the Association and to participate in lawful concerted Association activities. Therefore, the Board and Association agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Association membership or non-membership, or because of any lawful activity in an official capacity on behalf of the Association.

16.03 All bargaining unit employees shall receive fair and equitable treatment and share in any and all benefits as provided herein.

#### **ARTICLE XVII — PROVISIONS CONTRARY TO LAW**

17.01 The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under ORC 4117.10 (A) shall not be affected by this Article. Should any provision of this contract be held in violation of the law by a court of competent jurisdiction, then that provision of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect. The parties will meet to negotiate any necessary change in the agreement relative to the affected provision within thirty (30) days by demand of either party.

## **ARTICLE XVIII — SMOKE-FREE ENVIRONMENT**

In compliance with Public Law 103-227; 1994 H.R. 1804; 108 Stat. 125, Sections 1041-1044, collectively referred to as the Pro-Children Act of 1994, there shall be no smoking in any indoor facility owned, any district vehicle, leased or operated by the Board. Failure of a bargaining unit member to comply with this provision shall be grounds for disciplinary action against that member in accordance with Article XVII of this Agreement.

## **ARTICLE XIX — RESIDENT EDUCATOR PROGRAM**

### 19.01 Purpose

The Resident Educator Program for beginning teachers will provide the newest educators with the coaching, mentoring and guidance, that are critical to improving their skills and knowledge and student achievement and which will be a program administered and funded by the Beaver Local School District.

This program shall not replace the negotiated employee evaluation system.

### 19.02 Committee

#### A. Responsibilities

1. Collaborate in the administration of the program, selection and assignment of mentors;
2. Provide for the training of mentors and resident educators;
3. Review the program's effectiveness;
4. Address/resolve, mentor/mentee concerns, issues, problems;
5. Comply with ODE and statutory requirements;

#### B. Committee Makeup

1. This committee will include three (3) BLEA members who are practicing teachers and representative of elementary, middle school and high school educators appointed by the Association President and Lead Mentor and two (2) administrators who are appointed by the Superintendent.
2. Committee members shall be trained mentors whose term of office shall not exceed three (3) years. Terms shall be staggered. The number of terms a committee may serve shall not be more than two (2) consecutively.
3. The Lead Mentor shall chair the committee and shall be appointed jointly by the BLEA President and the Superintendent.

4. All members shall attend all Beaver Local Resident Educator Committee meetings to the greatest extent possible.
5. Committee members shall be provided release time up to two (2) times per school year to attend Committee meetings: said release time shall be separate from any other release time covered under this agreement. The amount of release time shall be mutually agreed between the Lead Mentor and the Superintendent.
6. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

### 19.03 Mentors

#### A. Qualifications

1. The Mentor Teacher must have Continuing Contract status and have a minimum of five (5) consecutive years of teaching experience in the district and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.
2. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
3. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

#### B. Selections

Selections shall be made by the Resident Educator Committee. A Mentor Teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the same area of certification/licensure, the Committee may assign a Mentor from the grade level or subject area most closely related to that of the resident educator. Teachers with Master Teacher designation shall be encouraged to be trained and serve as Mentor Teachers.

#### C. Training

Mentor Teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;
2. State required mentor training;

3. Opportunities to consult with and otherwise assist the assigned Resident Educator on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

D. Responsibilities

1. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education.
2. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
3. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.) and protocols to support the resident educator.
4. The mentor will attend regional mentor network meetings, as available.
5. The mentor shall not have a formal evaluation role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

E. Release Time

1. Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be provided as mutually agreed upon with the building principal.
2. Each Mentor Teacher shall be granted release time to attend committee meetings, to receive necessary training, and to perform the required committee work.
3. Coverage needs for such release time brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and Mentor Teacher.

19.04 Protections and Restrictions

- A. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.
- B. All good faith efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator; however, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.



- C. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation or affect such evaluation in any manner.
- D. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- E. In the event that the District does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- F. Mentor Teachers shall not participate in the evaluation of any Resident Educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- G. At any time, either Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- H. All members of the Committee, Mentor Teachers, and Resident Educator shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Further, Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
- I. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.
- J. Resident Educators will be placed on the appropriate step and column of the negotiated salary schedule.

#### 19.05 Compensation

- A. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend of one thousand dollars (\$1,000) per year for each Resident Educator mentored, payable in two (2) installments of five hundred dollars (\$500) per semester. The stipends are to be paid in February and June of that school year, and shall be pursuant to a supplemental contract. Should a mentor resign from the mentoring assignment prior to the end of the year, the stipend shall be pro-rated for both the resigning mentor and the replacement mentor.

- B. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.
- C. The Mentor Teacher will submit to the Treasurer's office a statement verifying that that year's duties of Mentor Teacher have been completed. The statement shall be verified by the Building Principal, and shall be submitted by the last working day of each semester for which the bargaining unit member was assigned the position of Mentor Teacher.
- D. The Lead Mentor shall receive a stipend of one thousand five hundred dollars (\$1,500) per year, paid in two (2) installments of seven hundred fifty dollars (\$750) per semester, which shall be pro-rated should the Lead Mentor serve for less than a full school year.

#### 19.06 Resident Educator

- A. Each Resident Educator shall be given an initial orientation on the following matters:
  - 1. The pupils and community to be served;
  - 2. School policies, procedures, and routines consistent with this agreement;
  - 3. Courses of study, competency-based education programs, and responsibilities for lesson plans consistent with this agreement;
  - 4. The layout of the facilities of the assigned school building(s);
  - 5. The nature of the Resident Educator Program which will be provided; and
  - 6. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
- B. Each Resident Educator shall be provided with the following:
  - 1. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum and the instructional resources available for such implementation;
  - 2. Assistance with the management tasks identified as especially difficult for beginning teachers;
  - 3. Assistance in the improvement of instructional skills and classroom management; and

4. The opportunity to consult/observe other teachers both within and outside of the District.
5. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc The days may be used in one-half (1/2) day increments and shall be coordinated by the Building Principal/Immediate Supervisor. Such time is in addition to any additional Professional Leave requested and approved pursuant to this agreement.
6. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.
7. All reasonable efforts will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

#### 19.07 Program Review/Revisions

- A. Committee — Mentor Teachers and Resident Educators may meet as a group with the Resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than June 1.
- B. Association/Board — Association and Board representatives may meet to discuss the recommendations prior to the next school year.
- C. Mentor Teachers — In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

### **ARTICLE XX — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

#### 20.01 Establishment of LPDC Committee

It is agreed between the Beaver Local Teachers Association and the Beaver Local Board of Education that there shall be Local Professional Development Committee established, as provided for in Senate Bill 230 and passed by the 1996 General Assembly of the Ohio Legislature. The LPDC shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

#### 20.02 Committee Composition and Terms of Office

- A. The committee shall be comprised of 7 members as follows:
  1. Three teachers

2. Two certificated/licensed administrators
  3. BLEA President or Association designee
  4. Superintendent
- B. The BLEA President, or Association designee, and the Superintendent shall serve permanent terms on the committee. Beginning with the 2000/01 school year the terms of office for all other committee members shall be two years, except that one teacher member and one certificated/licensed administrator member shall serve a one (1)-year term during that year. Thereafter, all succeeding terms for committee members, except for the BLEA President and the Superintendent, shall be for two years.

#### 20.03 Committee Selection

- A. The teacher members shall be appointed by the BLEA president. The certificated/licensed administrators shall be appointed by the Superintendent.
- B. In the event of an in-term vacancy, the committee member shall be replaced in accordance with a. above,
- C. For the purpose of discussing or voting upon an administrator's Individual Professional Development plan, an additional certificated/licensed administrator will be added to the committee and the number of teachers reduced by one.

#### 20.04 Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

#### 20.05 Decision Making

Decisions shall be made by a majority of the committee members present and voting so long as a quorum is present. A quorum shall consist of four (4) committee members.

#### 20.06 Training

- A. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.
- B. If the available training is during work hours, the committee members shall be given paid release time to attend. If the training occurs outside the

regular workday or work year, members shall be paid \$20 per hour for each hour involved, including travel time.

- C. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
- D. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans.

#### 20.07 Meeting and Compensation

- A. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 11 of each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.
- B. For committee work performed outside the regular work day or work year, committee members shall receive \$15 per hour in the first year of their term and all other members, except the chairperson, shall receive \$20 per hour.
- C. The committee's chairperson shall be paid \$25 per hour for all committee work performed. Such work shall include a minimum time of one hour.

#### 20.08 Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certified/licensed employed, development and approval of all district or building professional development activities, approval of all C.E.U.'s coursework, workshops, etc. that should be used for professional growth.

### **ARTICLE XXI — EFFECTS OF THE AGREEMENT**

The terms of this Agreement shall be from the September 1, 2017 through August 31, 2019.

The Board and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulations from the area of collective bargaining. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements.

Should there be any conflict between any provision of this Agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) days subsequent to the execution of this Agreement, copies of this Agreement shall be typed and distributed at Board cost.

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this 12<sup>th</sup> day of May

FOR THE BOARD	FOR THE ASSOCIATION
 Board of Education President	 President
 Superintendent	 Negotiations Team Member
 Treasurer	 Negotiations Team Member
 Negotiations Team Member	 Negotiations Team Member

**APPENDIX A-1 — 2017-2018 SALARY SCHEDULE**

**TEACHER SALARY 2017-2018**

<b>Base Salary</b>	<b>\$31,441</b>			
<b>Year Exp.</b>	<b>N</b>	<b>B</b>	<b>150</b>	<b>M</b>
0	\$27,196	\$31,441	\$32,636	\$34,428
1	\$28,297	\$32,636	\$33,988	\$35,937
2	\$29,397	\$33,831	\$35,340	\$37,446
3	\$30,498	\$35,025	\$36,692	\$38,955
4	\$31,598	\$36,220	\$38,044	\$40,465
5	\$32,699	\$37,415	\$39,396	\$41,974
6	\$33,799	\$38,610	\$40,748	\$43,483
7	\$34,900	\$39,962	\$42,320	\$45,306
8	\$36,000	\$41,313	\$43,892	\$47,130
9	\$36,786	\$45,527	\$49,362	\$53,072
10	\$37,572	\$47,507	\$51,563	\$55,525
11	\$37,572	\$49,488	\$53,764	\$57,977
12	\$37,572	\$51,469	\$55,965	\$60,430
13	\$37,572	\$53,450	\$58,166	\$62,882
20	\$37,572	\$54,456	\$59,266	\$64,140

**APPENDIX A-2 — 2018-2019 SALARY SCHEDULE**

**TEACHER SALARY 2018-2019**

<b>Base Salary</b>	<b>\$31,755</b>			
<b>Year Exp.</b>	<b>N</b>	<b>B</b>	<b>150</b>	<b>M</b>
0	\$27,468	\$31,755	\$32,962	\$34,772
1	\$28,580	\$32,962	\$34,327	\$36,296
2	\$29,691	\$34,168	\$35,693	\$37,820
3	\$30,802	\$35,375	\$37,058	\$39,344
4	\$31,914	\$36,582	\$38,424	\$40,869
5	\$33,025	\$37,788	\$39,789	\$42,393
6	\$34,137	\$38,995	\$41,154	\$43,917
7	\$35,248	\$40,361	\$42,742	\$45,759
8	\$36,359	\$41,726	\$44,330	\$47,601
9	\$37,153	\$45,981	\$49,855	\$53,602
10	\$37,947	\$47,982	\$52,078	\$56,079
11	\$37,947	\$49,982	\$54,301	\$58,556
12	\$37,947	\$51,983	\$56,524	\$61,033
13	\$37,947	\$53,984	\$58,747	\$63,510
20	\$37,947	\$55,000	\$59,858	\$64,780



**APPENDIX B-1 — 2017-2018 EXTRA-CURRICULAR SALARY SCHEDULE**

Base = \$31,441

<b>POSITION</b>	<b>BASE PERCENT</b>	<b>YEAR 0</b>	<b>AFTER 1</b>	<b>AFTER 2</b>	<b>AFTER 3</b>	<b>AFTER 4</b>
FACULTY MANAGER	10.0%	2,350.26	2,467.78	2,585.29	2,702.80	2,820.31
BASEBALL-HEAD	11.0%	2,585.29	2,702.80	2,820.31	2,937.83	3,055.34
BASEBALL-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
SOFTBALL-HEAD	11.0%	2,585.29	2,702.80	2,820.31	2,937.83	3,055.34
SOFTBALL-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
BASKETBALL-HEAD	26.5%	6,228.19	6,345.71	6,463.22	6,580.73	6,698.25
BASKETBALL-ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
BASKETBALL-JH	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
BASKETBALL-HS GIRLS HEAD	26.5%	6,228.19	6,345.71	6,463.22	6,580.73	6,698.25
BASKETBALL-HS GIRLS ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
BASKETBALL-JH GIRLS	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
CHEERLEADING ADV-HEAD	10.0%	2,350.26	2,467.78	2,585.29	2,702.80	2,820.31
CHEERLEADING ADV-ASST	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
CHEERLEADING ADV-JH	5.0%	1,175.13	1,292.64	1,410.16	1,527.67	1,645.18
CLASS SPONSOR-FRESHMAN	2.0%	470.05	587.57	705.08	822.59	940.10
CLASS SPONSOR-SOPHOMORE	2.0%	470.05	587.57	705.08	822.59	940.10
CLASS SPONSOR-JUNIOR	3.0%	705.08	822.59	940.10	1,057.62	1,175.13
CLASS SPONSOR-SENIOR	2.5%	587.57	705.08	822.59	940.10	1,057.62
FOOTBALL-HEAD	26.5%	6,228.19	6,345.71	6,463.22	6,580.73	6,698.25
FOOTBALL-ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
FOOTBALL-JH	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
PHYSICAL FITNESS	4.0%	940.10	1,057.62	1,175.13	1,292.64	1,410.16
TRACK-HEAD	18.5%	4,347.98	4,465.50	4,583.01	4,700.52	4,818.04
TRACK-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72

<b>POSITION</b>	<b>BASE PERCENT</b>	<b>YEAR 0</b>	<b>AFTER 1</b>	<b>AFTER 2</b>	<b>AFTER 3</b>	<b>AFTER 4</b>
TRACK-GIRLS	18.5%	4,347.98	4,465.50	4,583.01	4,700.52	4,818.04
WRESTLING-HEAD	26.5%	6,228.19	6,345.7]	6,463.22	6,580.73	6,698.25
WRESTLING-ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
WRESTLING-JH	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
GOLF-HEAD	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
TENNIS-GIRLS HEAD	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
SWIM TEAM	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
CROSS COUNTRY	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
VOLLEYBALL-GIRLS-HEAD	17.5%	4,112.96	4,230.47	4,347.98	4,465.50	4,583.01
VOLLEYBALL-GIRLS ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
VOLLEYBALL-JH GIRLS	5.5%	1,292.64	1,410.16	1,527.67	1,645.18	1,762.70
SOCCER-BOYS HEAD	17.5%	4,112.96	4,230.47	4,347.98	4,465.50	4,583.01
SOCCER-GIRLS HEAD	17.5%	4,112.96	4,230.47	4,347.98	4,465.50	4,583.01
SOCCER-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
LIS-NEWSPAPER SUPV	3.0%	705.08	822.59	940.10	1,057.62	1,175.13
THEATRICAL SUPERVISOR	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
THEATRICAL SUPV-ASST	2.5%	587.57	705.08	822.59	940.10	1,057.62
THEATRICAL SUPV-ORCH	2.5%	587.57	705.08	822.59	940.10	1,057.62
AUDITORIUM MANAGER	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
HS YEARBOOK	3.5%	822.59	940.10	1,057.62	1,175.13	1,292.64
CLASS/CLUB ADVISOR	2.0%	470.05	587.57	705.08	822.59	940.10
SPORTS PROGRAM COORD.	4.4%	1,030.00	1,030.00	1,030.00	1,030.00	1,030.00

**APPENDIX B-2 — 2018-2019 EXTRA-CURRICULAR SALARY SCHEDULE**

Base = \$31,755

<b>POSITION</b>	<b>BASE PERCENT</b>	<b>YEAR 0</b>	<b>AFTER 1</b>	<b>AFTER 2</b>	<b>AFTER 3</b>	<b>AFTER 4</b>
FACULTY MANAGER	10.0%	2,350.26	2,467.78	2,585.29	2,702.80	2,820.31
BASEBALL-HEAD	11.0%	2,585.29	2,702.80	2,820.31	2,937.83	3,055.34
BASEBALL-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
SOFTBALL-HEAD	11.0%	2,585.29	2,702.80	2,820.31	2,937.83	3,055.34
SOFTBALL-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
BASKETBALL-HEAD	26.5%	6,228.19	6,345.71	6,463.22	6,580.73	6,698.25
BASKETBALL-ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
BASKETBALL-JH	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
BASKETBALL-HS GIRLS HEAD	26.5%	6,228.19	6,345.71	6,463.22	6,580.73	6,698.25
BASKETBALL-HS GIRLS ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
BASKETBALL-JH GIRLS	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
CHEERLEADING ADV-HEAD	10.0%	2,350.26	2,467.78	2,585.29	2,702.80	2,820.31
CHEERLEADING ADV-ASST	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
CHEERLEADING ADV-JH	5.0%	1,175.13	1,292.64	1,410.16	1,527.67	1,645.18
CLASS SPONSOR-FRESHMAN	2.0%	470.05	587.57	705.08	822.59	940.10
CLASS SPONSOR-SOPHOMORE	2.0%	470.05	587.57	705.08	822.59	940.10
CLASS SPONSOR-JUNIOR	3.0%	705.08	822.59	940.10	1,057.62	1,175.13
CLASS SPONSOR-SENIOR	2.5%	587.57	705.08	822.59	940.10	1,057.62
FOOTBALL-HEAD	26.5%	6,228.19	6,345.71	6,463.22	6,580.73	6,698.25
FOOTBALL-ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
FOOTBALL-JH	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
PHYSICAL FITNESS	4.0%	940.10	1,057.62	1,175.13	1,292.64	1,410.16
TRACK-HEAD	18.5%	4,347.98	4,465.50	4,583.01	4,700.52	4,818.04
TRACK-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72

<b>POSITION</b>	<b>BASE PERCENT</b>	<b>YEAR 0</b>	<b>AFTER 1</b>	<b>AFTER 2</b>	<b>AFTER 3</b>	<b>AFTER 4</b>
TRACK-GIRLS	18.5%	4,347.98	4,465.50	4,583.01	4,700.52	4,818.04
WRESTLING-HEAD	26.5%	6,228.19	6,345.7]	6,463.22	6,580.73	6,698.25
WRESTLING-ASST	9.5%	2,232.75	2,350.26	2,467.78	2,585.29	2,702.80
WRESTLING-JH	8.0%	1,880.21	1,997.72	2,115.24	2,232.75	2,350.26
GOLF-HEAD	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
TENNIS-GIRLS HEAD	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
SWIM TEAM	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
CROSS COUNTRY	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
VOLLEYBALL-GIRLS-HEAD	17.5%	4,112.96	4,230.47	4,347.98	4,465.50	4,583.01
VOLLEYBALL-GIRLS ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
VOLLEYBALL-JH GIRLS	5.5%	1,292.64	1,410.16	1,527.67	1,645.18	1,762.70
SOCCER-BOYS HEAD	17.5%	4,112.96	4,230.47	4,347.98	4,465.50	4,583.01
SOCCER-GIRLS HEAD	17.5%	4,112.96	4,230.47	4,347.98	4,465.50	4,583.01
SOCCER-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
LIS-NEWSPAPER SUPV	3.0%	705.08	822.59	940.10	1,057.62	1,175.13
THEATRICAL SUPERVISOR	6.0%	1,410.16	1,527.67	1,645.18	1,762.70	1,880.21
THEATRICAL SUPV-ASST	2.5%	587.57	705.08	822.59	940.10	1,057.62
THEATRICAL SUPV-ORCH	2.5%	587.57	705.08	822.59	940.10	1,057.62
AUDITORIUM MANAGER	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
HS YEARBOOK	3.5%	822.59	940.10	1,057.62	1,175.13	1,292.64
CLASS/CLUB ADVISOR	2.0%	470.05	587.57	705.08	822.59	940.10
SPORTS PROGRAM COORD.	4.4%	1,030.00	1,030.00	1,030.00	1,030.00	1,030.00

**APPENDIX C-1 — GRIEVANCE FORM (LEVELS 1 & 2)**

**BEAVER LOCAL EDUCATION ASSOCIATION GRIEVANCE FORM  
LEVEL 1 - (INFORMAL) AND LEVEL 2 - (FORMAL)**

GRIEVANT: \_\_\_\_\_ DATE FILED: \_\_\_\_\_

NAME OF BLEA REPRESENTATIVE: \_\_\_\_\_

DATE OF ACTION THAT CAUSED THIS GRIEVANCE TO BE FILED: \_\_\_\_\_

STATEMENT OF THE GRIEVANCE (including specific section of Agreement alleged violation): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT(S)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

**APPENDIX C-2 — GRIEVANCE FORM (SUPERINTENDENT)**  
**BEAVER LOCAL EDUCATION ASSOCIATION GRIEVANCE FORM**  
**LEVEL 3 - (SUPERINTENDENT)**

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO LEVEL 3.

CONCERNING: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

(Attachments:      copy of Level 2 form  
                         copy of Level 2 response)

**APPENDIX C-3 — GRIEVANCE FORM (ARBITRATION)**

**BEAVER LOCAL EDUCATION ASSOCIATION GRIEVANCE FORM  
LEVEL - 4 (ARBITRATION REQUEST)**

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO LEVEL 4.

CONCERNING: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AGGRIEVED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

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## APPENDIX D — OHIO TEACHER EVALUATION SYSTEM

**APPENDIX E — COMPENSATORY LEAVE TIME REQUEST FORM**

**BEAVER LOCAL SCHOOL DISTRICT  
COMPENSATORY TIME LEAVE REQUEST FORM**

Date: \_\_\_\_\_  
Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Building: \_\_\_\_\_ Position: \_\_\_\_\_

I request the following day(s) as compensatory time leave:

Date(s): \_\_\_\_\_

Signature: \_\_\_\_\_  
(Person Making Request)

Signed: \_\_\_\_\_  
(Principal or Supervisor)

Approval: \_\_\_\_\_  
(Superintendent)

Please submit your request to your building principal or supervisor, and to the office of the superintendent, along with your Compensatory Time Accumulation Form. Your Compensatory Time Accumulation Form will be returned to you along with a signed copy of this request.

10/99

BEAVER LOCAL SCHOOL DISTRICT  
13093 STATE ROUTE 7  
LISBON, OH 44432

COMPENSATORY TIME  
ACCUMULATION FORM

Name: \_\_\_\_\_

Social Security No: \_\_\_\_\_

TIME TIME

No.	DATES	ACTIVITY	ACCRUED	USED	BALANCE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Approved: \_\_\_\_\_

Supervisor

\_\_\_\_\_

Date

\_\_\_\_\_

Superintendent

\_\_\_\_\_

Date

**APPENDIX F — EXTENDED TIME REPORT FORM**

NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_

DATE: \_\_\_\_\_

ESTIMATED TIME: \_\_\_\_\_

ACTIVITY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE/DATE)

\_\_\_\_\_  
(APPROVED)

\_\_\_\_\_  
(DENIED)

## **APPENDIX G — ELEMENTARY PLANNING SCHEDULE**

During the course of the week — Fine Arts and two duty free lunches will give 200 minutes of planning and conference plus the above 90 minutes (3 mornings 8:30-9:00) for a total of 290 minutes per week.

- Only two (2) grade level intervention meetings and assessment meetings per year per grade level;
- IATS-A maximum of two (2) at Calcutta, one (1) at Rogers and (1) at West Point will be scheduled per week by the principal. Any other IAT meetings will be voluntary.

\*\*Coverage will be provided by Title I, Special Education, Fine Arts, and Para-pros.

## APPENDIX H — CURRICULUM HEAD JOB DESCRIPTION

Beaver Local School District  
Job Description  
Curriculum Head

### **Summary:**

The Department Heads will work with the building principals and Director of Curriculum and Instruction to provide and assist with the dissemination of information to teachers within the grade bands and core subject areas.

### **Duties and Responsibilities:**

1. Communicates the needs of the grade band level and core subject area to the building administrator and/or the Director of Curriculum and Instruction.
2. Review requests by teachers within the grade band and core subject area for instructional materials, resources, supplies, and/or equipment to submit to the building principal and/or Director of Curriculum and Instruction.
3. Reviews with building principal and/or Director of Curriculum and Instruction information to be distributed to teachers.
4. May work in conjunction with the building principal and/or Director of Curriculum and Instruction to review grade level meeting agendas.

### **Required Qualifications:**

1. Valid teaching certificate/license for the grade band level and be highly qualified in the core subject area.
2. Five years of successful teaching experience in the core subject area.
3. Strong interpersonal skills including the ability to be flexible and communicate with supervisors and peers.



### **Reports to:**

Building Principal and/or Director of Curriculum and Instruction

### **Supervises:**

No one

## APPENDIX I — HEALTH INSURANCE

 MEDICAL MUTUAL OF OHIO <small>AND ITS FAMILY OF COMPANIES</small>	Ohio School Benefits Cooperative Beaver Local Schools Proposal Effective January 1, 2017	 SuperMed Classic
<b>Benefits</b>	<b>Network Facility/ Any Professional Provider</b>	<b>Non-Network Facility</b>
Benefit Period	January 1st through December 31st	
Dependent Age	26 — Removal End of Month	
Pre-Existing Condition Waiting Period	Does not apply	
Blood Pint Deductible	No Deductible - 0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$750 / \$1,000	\$1,000 / \$2,000
Out-of-Pocket Maximums if using network and participating providers	\$1,250 / \$2,500	\$2,000 / \$4,000
Maximum Out-of-Pocket (MOOP) <sup>7</sup> (Including Deductible, Coinsurance Out-of- Pocket Maximums and Copays) Single/Family	\$6,000 / \$13,200	N/A
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2,7</sup>	\$20 copay, then 100%	
Urgent Care Office Visit <sup>2,7</sup>	\$35 copay, then 100%	
All Immunizations	100%	
Administration of H1N1	100%	
<b>Preventative Services</b>		
Preventative Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and over)	100%	
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Test (Birth to Age 21)	100%	
Well Child Care Laboratory Tests (To Age 21)	100%	
Routine Vision Exams – includes Refraction <sup>7</sup> (Age 21 and over)	\$20 copay, then 100%	
Routine Hearing Exams (Age 21 and over) <sup>7</sup>	\$20 copay, then 100%	
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA (All Ages)	100%	70% after deductible
Routine Laboratory, X-Ray and Medical Tests (All Ages)	100%	70% after deductible
Routine Endoscopic Services (All Ages)	100%	70% after deductible
<b>Outpatient Services</b>		



**Ohio School Benefits Cooperative  
Beaver Local Schools  
Proposal Effective January 1, 2015**



<b>Benefits</b>	<b>Network Facility/ Any Professional Provider</b>	<b>Non-Network Facility</b>
Benefit Period	January 1st through December 31st	
Dependent Age	26 — Removal End of Month	
Pre-Existing Condition Waiting Period	Does not apply	
Blood Pint Deductible	No Deductible - 0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$200 / \$400	\$400 / \$800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Out-of-Pocket Maximums if using network and participating providers	\$700 / \$1,400	\$1,400 / \$2,800
Maximum Out-of-Pocket (MOOP) <sup>7</sup> (Including Deductible, Coinsurance Out-of- Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	N/A
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2,7</sup>	\$20 copay, then 100%	
Urgent Care Office Visit <sup>2,7</sup>	\$35 copay, then 100%	
All Immunizations	100%	
Administration of H1N1	100%	
<b>Preventative Services</b>		
Preventative Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and over)	100%	
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Test (Birth to Age 21)	100%	
Well Child Care Laboratory Tests (To Age 21)	100%	
Routine Vision Exams – includes Refraction <sup>7</sup> (Age 21 and over)	\$20 copay, then 100%	
Routine Hearing Exams (Age 21 and over) <sup>7</sup>	\$20 copay, then 100%	
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA (All Ages)	100%	70% after deductible
Routine Laboratory, X-Ray and Medical Tests (All Ages)	100%	70% after deductible
Routine Endoscopic Services (All Ages)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services <sup>4</sup>	100% (Physician Office); 90% after deductible (All other Places of Services)	70% after deductible



<b>Benefits</b>	<b>Network Facility/ Any Professional Provider</b>	<b>Non-Network Facility</b>
Diagnostic Services <sup>5</sup>	100% (Physician Office); or Independent Lab); 90% after deductible (All other places of services)	70% after deductible
Dialysis Treatments	90% after deductible	70% after deductible
Physical Therapy/Occupational Therapy – Facility and Professional (30 visits then subject to Medical Review)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (24 visits then subject to Medical Review)	\$20 copay, then 100%	
Speech Therapy – Facility and Professional (20 visits then subject to Medical Review)	90% after deductible	70% after deductible
Radiation & Chemotherapy – includes oral	90% after deductible	70% after deductible
Respiratory/Pulmonary Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>6,7</sup>	\$100 copay, then 100% (no deductible)	
Non-Emergency use of an Emergency Room <sup>6,7</sup>	\$100 copay, then 100% (no deductible)	
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Newborn Care	90% after deductible	70% after deductible
Skilled Nursing Facility (180 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services – includes Air if medically necessary	90% after deductible	
Durable Medical Equipment/Medical Supplies includes Jobst Stockings	90% after deductible	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgical Services	Not Covered	Not Covered
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Initial Newborn Exam	90% after deductible	70% after deductible
Physical and Medicine Rehabilitation in a Freestanding Rehab Facility (60 days per benefit period)	90% after deductible	70% after deductible
Private Duty	90% after deductible	
Sterilization – No Reversals	90% after deductible	70% after deductible
Therapeutic Injections	100% (Physician Office), 90% after deductible (All other Places of Services)	70% after deductible
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible

Benefits	Network Facility/ Any Professional Provider	Non-Network Facility
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits are paid based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3 month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit and care provided and billed as part of the office visit.

<sup>3</sup>Preventative services include evidence-based services, that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screening, as provided for in the Patient Protections and Affordable Care Act.

<sup>4</sup>Surgical Services will be covered in full (at 100%) when done in a physician office.

<sup>5</sup>Diagnostic Services will be covered in full (at 100%) when done in a physician office or independent laboratory.

<sup>6</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance

<sup>7</sup>Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600 Single / \$13,200 family