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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

Between

BEAVER LOCAL BOARD OF EDUCATION

AND

BEAVER LOCAL EDUCATION ASSOCIATION

September 1, 2013 through August 31, 2016

**BLEA AND BEAVER LOCAL BOARD OF EDUCATION
AGREEMENT
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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 OEA/NEA 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 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 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:

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:

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:

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.
 - D. When the following documents have been completed, one copy shall be available to the Association annually:
 - 1. Complete June Treasurer's Report.
 - 2. Final Annual Budget and Appropriations Resolution.
- 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 The Association President shall be provided with an Association period in addition to the regular planning/preparation/conference period or a duty free schedule. When the Association President receives a duty free schedule, the Board will "block" their planning/preparation/conference period and lunch period together (e.g. planning/preparation/conference period then lunch or lunch then planning/preparation/conference period).
- 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 30th of each school year.
- 4.08 The use of school telephones provided the Association pays for long distance calls.
- 4.09 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.

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:

*2013-2014 School year \$30,502 (1.25%)
 2014-2015 School year \$30,960 (1.5%)
 The Association has the option for a wage/insurance re-opener for 2015-2016 school year. The Association must notify the Board no later than June 30, 2015.*

A. A \$600.00 Curriculum Development bonus will be paid by the second pay period in October 2013, to all teachers employed by June 30, 2013.

B. 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.

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 90 days severance payable over two years with proper documentation of such retirement from STRS.
 - 1. 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. 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 year period and replaced with the year before the three year period.
- C. The employee retiring must have ten (10) or more years of service with the Beaver Local School District.
- 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 the February following retirement, and the remaining half the following February.

F. Re-hiring of Retired 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-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 31st. If the letter is submitted on or after April 1st, the retiree is not eligible for the re-hiring of retired teachers in Section 6.04F.
4. The retiree who elects to exercise his/her right to be rehired by the Board, in accordance with this section, agrees that he/she shall receive delayed payment of severance pay specified in Section 6.04 A through E of this Agreement. As such, the first half of his/her severance shall be received in the February immediately following the expiration of the one-year rehired contract, and the remaining half in the following February.
5. The rehired bargaining unit member shall be rehired with no seniority, and shall not accumulate seniority while under rehired employment by the Board.
6. The rehired bargaining unit member will be paid at the Bachelor 0 Step of the salary schedule.
7. A rehired bargaining unit member is entitled to participate in all insurance benefits provided to the bargaining unit, but shall, for the purposes of employee contributions to the insurance premiums, be treated as a new hire, in accordance with Sections 7.11, 7.12, and 7.14 of this Agreement.
8. 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.
9. 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 = \$15,000. 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 \$150.00 per quarter hour or \$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 15th 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 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.

H. In the event that all of the money during a given year (as stated above) is not used for reimbursement, that balance shall apply to the following year.

6.06 Professional Inservice Stipend

A. The Board agrees to pay a \$200 stipend to unit members who have participated in 25 hours of non-compensated inservice (beyond the contracted day) for the school year.

- B. Documented evidence of attendance at workshops, Camp Fitch participation, or inservices is to be submitted by June 15th. Payment will be included in the last pay of June.
- 6.07 Longevity Pay
Upon unit member reaching the 14th step on the salary schedule, the Board shall pay a one-time bonus payment of \$500 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 \$18.00 per hour for tutoring services outside the regularly scheduled teaching assignment.
- 6.09 After School Detention Pay
Payment for after school detention shall be paid at the rate of \$18.00 per hour.
- 6.10 Summer School Teaching Pay
Payment for summer school teaching shall be paid at the rate of eighteen dollars (\$18.00) per hour.
- 6.11 Extra Period Teaching Pay
A. Teachers will be paid \$23.00 per hour when taking classes for a teacher who is absent and no substitute can be obtained.

B. Teachers will be paid \$15.00 per hour when performing any duties not regularly assigned.
- 6.12 Grants
If a grant funds program at a higher hourly rate, the grant hourly rate would be used.
- 6.13 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.
- 6.14 Extended Time
Extended time shall be paid at the rate of \$18.00 per hour with a maximum of ten (10) hours per employee under the following guidelines:
Pre-approved by the building administrator, no exceptions.
Bargaining unit member receive no monetary compensation for said activities.
Activities must be classroom related.
Activities must take place within the time frame commencing two weeks before the first day of school and ending two weeks after the last day of school.
- 6.15 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. 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 paid an annual supplemental pay of \$1000.

K-4	Language Arts	5-8	Language Arts
K-4	Math	5-8	Math
K-4	Social Studies	5-8	Social Studies
K-4	Science	5-8	Science
9-12	Language Arts		
9-12	Math		
9-12	Social Studies		
9-12	Science		

6.16 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 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.

6.17 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.

6.18 Payroll Deductions

Upon the request of the bargaining unit member, the Board shall provide for all new requested payroll deductions providing 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 (1 1/4) days of sick leave per completed month of service (fifteen (15) days per year) with unlimited sick leave accumulation.
- B. 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.
- C. 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.
- D. 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, step-sisters, aunts, uncles, nieces, nephews and cousins.
- E. 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.

- F. 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.

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. The Superintendent may allow an exception to the provisions above.
- D. 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) for each unused personal day. Request for payment must be put in writing to the treasurer by June 1st.

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 = \$5.00, Lunch = \$10.00, Dinner = \$25.00.

7.05 Association Leave

- A. Up to three 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 12 weeks of unpaid pregnancy disability leave are governed under Section 7.08. The remaining weeks of unpaid pregnancy leave are governed under this section. When an employee takes a family and medical leave under Section 7.08 during any 12 month period in which that employee takes a pregnancy disability leave under this section, the total duration for such employee's unpaid leaves shall not extend beyond 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 1 school year.

- 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 months and shall be permitted to continue any or all fringe benefits by making total monthly premiums to the Treasurer prior to the first day of the month.

7.07 Unpaid Leave of Absence

- A. Bargaining unit members shall be granted a leave of absence without pay for illness or other disability, child birth (including adoption), foster child, care for a newborn/adopted child within one year of the child's arrival, care for a serious ill child, and may be granted leave for educational or military purposes.
- B. Such leave shall be for a maximum of one (1) school year. Upon written request, the Board shall grant an extension for up to one (1) additional school year for cases of illness or other disability, and may grant such extensions in other cases.
- C. The first 12 weeks of unpaid leaves due to family and medical reasons are governed under Section 7.08. The remaining weeks of unpaid leave are governed under this section. When an employee takes a family and medical leave under Section 7.08 during any 12 month period in which that employee takes an unpaid leave under this section, the total duration for such employee's unpaid leaves shall not extend beyond 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.
- D. Employees on unpaid leave shall have fringe benefits paid, for up to three months and shall be permitted to continue any or all fringe benefits by making total monthly premiums to the Treasurer prior to the first day of the month.

7.08 Family and Medical Leave

- A. Upon the terms and conditions of this provision, each employee is entitled to up to 12 weeks of unpaid leave in any 12-month period. An employee is permitted to take this leave for the following reasons:
 - 1. The birth of a child or the placement of a child with the employee by way of adoption or foster care;
 - 2. Care for a newborn, adopted child or foster child within one year of the child's arrival;
 - 3. Care for a seriously ill child, parent or spouse; and
 - 4. Employee's medical condition prevents him/her from doing his/her job.

- 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.
- C. Only employees who have worked at least one year for the Board, and at least 1,250 hours for the Board over the last 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.
 2. Leave for either reason #3 or #4 may be taken intermittently or on a reduced leave schedule when medically necessary.
 3. If an employee requests leave under either reason #3 or #4 based on planned medical treatment and the employee would be on leave for greater than 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
 - * If leave is taken for either reason #1 or #2 and the leave is foreseeable based on the expected birth or placement, the employee must provide the Board with not less than 30 days' notice, before the date the leave is to begin, unless the date of the birth or placement requires leave to begin in less than 30 days, in which case the employee must provide such notice as is practicable.
 - * If leave is taken for either reason #3 or #4 and the leave is foreseeable based on planned medical treatment, the employee must:
 - a) Make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Board; and
 - b) Provide the employer with not less than 30 days' notice, before the date the leave is to begin, unless the date of the treatment requires leave to begin in less than 30 days in which case the employee must provide such notice as is practicable.

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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 opinion from a health care provider designated or approved by the Board.
 - * If the second opinion differs from the opinion in the original certification, the Board may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Board and the employee. The opinion of the third 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.
5. During his/her leave, an employee is required to report monthly if requested by the Board his/her status and when s/he intends to return to work.

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 12-month period will be limited to 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 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 12-week period of such leave.
3. If the employee has not accrued adequate paid leave to encompass the entire 12-week period of leave taken under this section, the additional weeks of leave necessary to attain the 12 workweeks of leave will be taken without compensation.

7.085 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 pay hospitalization and major medical premiums for an insurance plan providing the same or better benefits than those benefits contained in the herein negotiated benefit package. Such benefits are set forth in Appendix G.

For all employees hired:

Prior to 1994/95 school year = 95% with the following caps, the employee shall pay 5% or the following caps; whichever is less:

Effective 10/1/11 – a cap of \$65 (family plan) and \$35 (single plan) per month

Between 1994/95 and 1996/97 school years = 94% with the following caps, the employee shall pay 6% or the following caps; whichever is less:

- Effective 9/1/06 – a cap of \$65 (family plan) and \$35 (single plan) per month.

For the 1997/98 school year and thereafter = 90% with the following caps, the employee shall pay 10% or the following caps; whichever is less:

- Effective 9/1/06 – a cap of \$105 (family plan) and \$55 (single plan) per month.

Employees less than full-time shall be pro-rated.

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.

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 Dental

The Board shall purchase a \$50.00 deductible dental plan for each bargaining unit member. This plan shall provide for coverage at the same or better benefit levels as contained in the 2000/01 negotiated benefits package with the following maximums:

Annual Maximum	\$1,500
Orthodontics	\$1,500

For all employees hired:

Prior to 1994/95 school year = 95% with the following caps, the employee shall pay 5% or the following caps; whichever is less:

Effective 10/1/11 – a cap of \$65 (family plan) and \$35 (single plan) per month

Between 1994/95 and 1996/97 school years = 94% with the following caps, the employee shall pay 6% or the following caps; whichever is less:

- Effective 9/1/06 – a cap of \$65 (family plan) and \$35 (single plan) per month.

For the 1997/98 school year and thereafter = 90% with the following caps, the employee shall pay 10% or the following caps; whichever is less:

- Effective 9/1/06 – a cap of \$105 (family plan) and \$55 (single plan) per month.

Employees less than full-time shall be pro-rated.

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.

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

7.13 Life Insurance

The Board shall purchase a term life insurance of \$50,000 and A/D and D for each certificated employee. Certificated employees shall be permitted to purchase an additional amount up to \$50,000 without a physical examination. Additional amounts \$25,000, \$50,000, and \$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 \$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.

7.14 Vision Insurance

The Board shall pay vision premiums for an insurance plan providing the same or better benefits than those benefits contained in the 2000/01 negotiated benefit package.

For all employees hired:

Prior to 1994/95 school year = 95% with the following caps, the employee shall pay 5% or the following caps; whichever is less:

Effective 10/1/11 – a cap of \$65 (family plan) and \$35 (single plan) per month

Between 1994/95 and 1996/97 school years = 94% with the following caps, the employee shall pay 6% or the following caps; whichever is less:

- Effective 9/1/06 – a cap of \$65 (family plan) and \$35 (single plan) per month.

For the 1997/98 school year and thereafter = 90% with the following caps, the employee shall pay 10% or the following caps; whichever is less:

- Effective 9/1/06 – a cap of \$105 (family plan) and \$55 (single plan) per month.

Employees less than full-time shall be pro-rated.

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.

7.15 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 (same as MOU for ERC). 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 in 2011 or as otherwise modified by the 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”).
- 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, | 3. Developing, or |
| 2. Skilled, | 4. Ineffective. |
- L. Student Growth – means a unit of academic growth projected for a student over a specified period of time and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the School District for approved vendor assessments or locally developed student learning objectives (SLOs).
- M. Student Learning Objectives (SLOs) – are measureable 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...”

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 members of the committee shall be representative of the elementary school, the middle school, the secondary school and specialty areas within the district.
3. 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.
4. 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

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

All instructors who meet the definition of "teacher" under this agreement shall be evaluated based on at least two (2) formal observations and at least two (2), but no more than six (6) periodic classroom walkthroughs (unless more walkthroughs are requested in writing by the teacher) each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations and at least two (2) but not more than six (6) periodic classroom walkthroughs. However, the teacher may request, in writing, that an additional observation be conducted by a different evaluator.

A teacher who has been granted a continuing contract by the board of education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

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

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 and a conference shall be held between the teacher and evaluator.
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 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. Once every two (2) years the Board shall evaluate each teacher assigned and evaluation rating of accomplished on the teacher's most recent evaluation conducted under this article. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.
8. 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.
9. A teacher shall be given, by the District, one (1) copy of all information and documents obtained through the evaluation process.
10. The District shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th.

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.

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.
- 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, but in no case later than the end of the 2015-2016 school year. 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":

Evaluation Matrix

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

- 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 indicates below expected levels of student growth 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 first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measures scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by the first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided with a written report of the results of the evaluation.
- B. For the year prior to the completion of the first evaluation cycle, the district shall assign a level of Skilled for all teachers for purposes of eTPES reporting.
- C. The evaluation procedure shall not be used for any decision concerning the assignment, reassignment, or transfer of any teacher.
- D. For the 2013-2014, 2014-2015, and 2015-2016 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 31st. 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 B.L.E.A. 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 Nothing herein shall be construed to deny any individual his/her right to counsel or right to pursue appeal through the grievance procedures.
- 10.05 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.
- 10.06 Just Cause
Regardless of any legal definition of just cause, just cause is defined for the purposes of this agreement as a cause outside legal cause, which must be based on reasonable grounds and be based on fair and honest cause or reason regulated by good faith.

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

(SEE ATTACHED MEMORANDUM OF UNDERSTANDING)

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. Effective with the 2006/07 school year, any reduction under this section may only occur when the Board is affected by a loss in program funding in the following areas: Federal and State Grants, state foundation program and Parity Aid. If the Board receives notification during the school year that funding in the above areas has been reduced for the upcoming fiscal year, it may suspend contracts for the upcoming school year under the procedures set forth in this article. The number of reductions under this section cannot exceed the dollar loss to the Board divided by the average base salary in the year of the cut for the program funding affected.

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, if necessary, will be made on the basis of seniority within the bargaining unit, contract status, and areas of certification.
- C. Contract suspension(s) may be made once per year and shall be effective August 1. In the event of a catastrophic accident, 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.
- 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.

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 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.

- J. During the two years of this contract, the Board agrees that a RIF (if necessary) will be held to no more than three (3) bargaining unit members for the first year, and four (4) in the second year. In the event that the RIF section of House Bill 66 is repealed, RIF language (Recall, 12.03J) will revert to contract language from the 2003-2006 master agreement.

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, with the exception of the MH teachers (due to the nature of the position) 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.
2. Designated representatives from the BLEA and the school district will meet no later than the end of the first semester (January 16, 2009). This discussion will focus on determining if the Elementary planning schedule has been successfully implemented. See Appendix H.

If the implementation is determined to be unsuccessful, both parties will work toward determining corrective action. If an agreement can not be reached by January 30, 2009, the release time for planning of up to (1) work day second semester will be re-instituted for the remainder of the 08-09 school year. The (30) minutes per day – AM planning time will revert to Principal's discretion.

If implementation is successful in the 08-09 school year, the parties shall meet, unless waived by mutual agreement, on an annual basis to re-visit the continued implementation.

If the implementation is not successful – the terms will be re-instated as written in item #3 below for the remainder of the contract.

3. (To be put into effect only after step (2) has been completed.) Each elementary teacher, including MH teachers at the elementary and middle schools, will be scheduled an in-school ½ (half) work day during the first semester and up to one (1) work day second semester to be used for the purpose of classroom planning and preparation. In-school work days are scheduled by the building principal and contingent on the availability of substitutes. If a teacher is absent on their scheduled work day it becomes null and void.

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 MONEY COLLECTION:

Unit members will not be required to collect milk or lunch money.

13.12 NOTICE FOR SCHOOL CLOSING/DELAYS:

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).

13.13 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 15th of each year in order to be considered.
- B. The school calendar shall consist of 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 183.
- C. 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).
- D. 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 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).

13.14 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 ($\frac{1}{2}$) 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 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 first day of September 2013 through August 31, 2016.

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 _____ day of _____.

FOR THE BOARD



President, Beaver Local
Board of Education



Superintendent



Treasurer

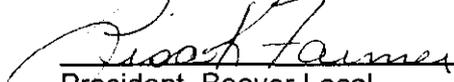


Board Negotiation Member

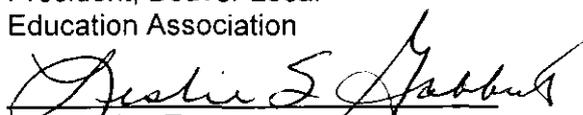


Board Negotiation Member

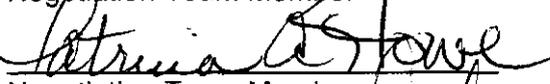
FOR THE ASSOCIATION



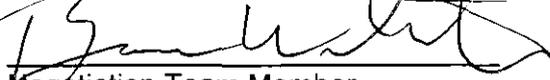
President, Beaver Local
Education Association



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member

OEA Uniserv Consultant

APPENDIX A-1

TEACHER SALARY 2013/14				
Base Salary	\$30,502			
Year Exp.				
	N	B	150	M
0	26,384	30,502	31,661	33,400
1	27,452	31,661	32,973	34,864
2	28,519	32,820	34,284	36,328
3	29,587	33,979	35,596	37,792
4	30,655	35,138	36,907	39,256
5	31,722	36,297	38,219	40,720
6	32,790	37,456	39,531	42,184
7	33,857	38,768	41,056	43,953
8	34,925	40,080	42,581	45,722
9	35,687	44,167	47,888	51,487
10	36,450	46,089	50,023	53,867
11	36,450	48,010	52,158	56,246
12	36,450	49,932	54,294	58,625
13	36,450	51,853	56,429	61,004
20	36,450	52,829	57,496	62,224

APPENDIX A-2

TEACHER SALARY 2014/15				
Base Salary	\$30,960			
Year Exp.	N	B	150	M
0	26,780	30,960	32,136	33,901
1	27,864	32,136	33,468	35,387
2	28,948	33,313	34,799	36,873
3	30,031	34,489	36,130	38,359
4	31,115	35,666	37,462	39,846
5	32,198	36,842	38,793	41,332
6	33,282	38,019	40,124	42,818
7	34,366	39,350	41,672	44,613
8	35,449	40,681	43,220	46,409
9	36,223	44,830	48,607	52,260
10	36,997	46,781	50,774	54,675
11	36,997	48,731	52,942	57,090
12	36,997	50,682	55,109	59,505
13	36,997	52,632	57,276	61,920
20	36,997	53,623	58,360	63,158

APPENDIX A-3

2015-2016 SALARY SCHEDULE

Association option for a wage/insurance re-opener for 2015-2016 school year. The Association must notify the Board no later than June 30, 2015.

Appendix B – 2011/12 EXTRA-CURRICULAR SALARY SCHEDULE

Base = \$23,502.62

Position	PERCENT	BaseYear0	After 1	After 2	After 3	After 4
ATHLETIC DIRECTOR	20.0%	4,700.52	4,818.04	4,935.55	5,053.06	5,170.58
ATHLETIC DIRECTOR –JH	9.0%	2,115.24	2,232.75	2,350.26	2,467.78	2,585.29
Curriculum Instruction/Coordinator	9.0%	5,170.58	5,170.58	5,170.58	5,170.58	5,170.58
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
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	6,345.71	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
HS-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
HS YEARBOOK	3.5%	822.59	940.10	1,057.62	1,175.13	1,292.64
RIFLE TEAM-HEAD	11.0%	2,585.29	2,702.80	2,820.31	2,937.83	3,055.34
RIFLE TEAM-ASST	6.5%	1,527.67	1,645.18	1,762.70	1,880.21	1,997.72
CLUB ADVISOR	2.0%	470.05	587.57	705.08	822.59	940.10
5 TH & 6 TH GRADE ADVISORS	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
ATHLETIC TRAINER	20.0%	4,700.52	4,818.04	4,935.55	5,053.06	5,170.58

Appendix C-1
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

BEAVER LOCAL EDUCATION ASSOCIATION
GRIEVANCE FORM

TO: (Superintendent)
(Level 3)

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

**BEAVER LOCAL EDUCATION ASSOCIATION
GRIEVANCE FORM**

LEVEL - 4 - ARBITRATION REQUEST

(SUPERINTENDENT)

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

CONCERNING:

Signature of Aggrieved

Date

Signature of Assoc. President

Received by

Date

APPENDIX D

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Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, skilled or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form

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

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments: _____

Recommendations for Focus of Informal Observations: _____

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:
Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____

Evaluator Signature ____ Date ____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs.</p> <p>The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p>

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
				<p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background knowledge and experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

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

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<p>Evidence</p>				
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
		<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p>	<p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p>	<p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p>	<p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p>
		<p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p>	<p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p>	<p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p>	<p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>
		<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</p>	<p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p>	<p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p>
		<p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p>	<p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p>
		<p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p>	<p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p>	<p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p>	<p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p>

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
	The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

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

Appendix E

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.

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

COMPENSATORY TIME
ACCUMULATION FORM

Name: _____

Social Security No: _____

No.	DATES	ACTIVITY	ACCRUED	TIME USED	TIME 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: _____

(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

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**



**Ohio School Benefits Cooperative
Beaver Local Schools
Effective 09-01-2013**



Benefits	Network Facility / Any Professional Provider	Non-Network Facility
Benefit Period	January 1 st through December 31 st	
Dependent Age	26 - Removal upon Birthdate	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	No Deductible - 0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$300 / \$600 (01/2014) \$200 / \$400	\$600 / \$1200 \$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	\$800 / \$1,600 (01/2014)\$700 / \$1,400	\$1,600 / \$3,200 \$1,400 / \$2,800
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	
Urgent Care Office Visit ²	\$35 copay, then 100%	
All Immunizations	100%	
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law²	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 (Age 21 and over)	\$20 copay, then 100%	
Routine Hearing Exams (Age 21 and over)	\$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
Outpatient Services		
Surgical Services ⁴	100% (Physician Office); 90% after deductible (All other Places of Service)	70% after deductible
Diagnostic Services ⁵	100% (Physician Office); or Independent Lab); 90% after deductible (All other Places of Service)	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 per benefit period)	\$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 ⁶	\$100 copay, then 100% (no deductible)	
Non-Emergency use of an Emergency Room ⁶	\$100 copay, then 100% (no deductible)	

Benefits	Network Facility / Any Professional Provider	Non-Network Facility
Inpatient Facility		
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
Additional Services		
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 Nursing (\$5,000 maximum per benefit period)	90% after deductible	
Sterilization – No Reversals	90% after deductible	70% after deductible
Therapeutic Injections	100% (Physician Office), 90% after deductible (All other Places of Service)	70% after deductible
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are 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. Coinsurance expenses incurred for services by a non-network provider will also apply to the 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.

¹Maximum family deductible. Member deductible is the same as single deductible. 3 month carryover applies.

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

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Surgical Services will be covered in full (at 100%) when done in an physician office.

⁵Diagnostic Services will be covered in full (at 100%) when done in an physician office or independent laboratory.

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



**Beaver Local Schools (OSBC)
Prescription Drug Option^{1,2}
Effective 09-01-2013**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 – Removal upon Birthdate	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole ³)	\$0	30
Retail Program with Oral Contraceptive Coverage²		
Generic Copayment	\$5	30
Brand Copayment	\$20	30
Immunizations and Generic Contraceptives	\$0	30
Asthmatic Supplies ⁴	\$0	30
Diabetic Supplies ⁵	\$0	30
Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$10	90
Brand Copayment	\$40	90
Asthmatic Supplies ⁴	\$0	90
Diabetic Supplies ⁵	\$0	90

Note: 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.

Important Information for Diabetics: you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Disease Management program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4226

Excludes: Infertility Drugs
Weight Loss Drugs
Growth Hormones Drugs

¹Includes Preferred Selections® Drug List.

²Coverage includes Preventive Medications, in accordance with Federal Law.

³Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

⁴Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

⁵Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters.