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**MASTER AGREEMENT BY AND
BETWEEN**

**BELMONT-HARRISON VOCATIONAL
SCHOOL DISTRICT
AND**

**BELMONT-HARRISON VOCATIONAL
EDUCATION ASSOCIATION**

EFFECTIVE:

JULY 1, 2010

through

JUNE 30, 2011

**BELMONT-HARRISON VOCATIONAL SCHOOL
EDUCATION ASSOCIATION
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MASTER AGREEMENT

THIS AGREEMENT, made this 20th day of September by and between the Belmont-Harrison Vocational School District Board of Education, hereinafter called the "Board", and the Belmont-Harrison Vocational Education Association, hereinafter called the "Association".

WITNESSETH

In recognition that the development and the operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires cooperation between the Board of Education, the Superintendent, the administrative staff, and the teaching staff speaking through their designated representative, the Association, declare that:

- A. The development and implementation of learning processes which truly reflect and are consistent with the educational philosophy of the Belmont-Harrison Vocational School District are our major concern and function;
- B. The Board of Education, under the law, has the final responsibility for establishing the policies of the district;
- C. The Superintendent and his staff have the responsibility of carrying out the policies established; and
- D. The Board of Education and teaching staff recognize that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board of Education and its teaching staff.
- E. The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, disability, military status, ancestry, age, genetic information, or any other legally protected characteristic, in its programs and activities, including employment opportunities.

ARTICLE I – RECOGNITION

A. Recognition of the Association

The Belmont-Harrison Vocational School Board of Education, hereinafter "Employer" or "Board", hereby recognizes the Belmont-Harrison Vocational School Education Association/OEA/NEA/-Local, hereinafter "Union" or "Association", as the exclusive bargaining representative of the following categories of employees, hereinafter "Bargaining Unit Members" which shall include: all certificated full-time and regular part-time high school teaching personnel, nurses, and counselors.

B. Bargaining Unit Defined

1. The bargaining unit shall consist of full and regular part-time members. Full-time bargaining unit members shall be full-time high school teaching personnel contracted to work seven (7) hours per day, thirty-five (35) hours per week, and 182 days per year.
2. Regular part-time bargaining unit members are defined as follows: Regular part-time instructors are those contracted to work a minimum of ten (10) hours per week, but no more than twenty-five (25) hours per week, provided such instructor is employed a minimum of twenty (20) weeks per year. An instructor, to be regular part-time, must meet both the hourly and week requirement of this item.

C. Bargaining Unit Exclusions

1. Casual Part-time employees shall be excluded from the bargaining unit and such employees shall be defined as any employee whose hours do not meet the minimum hours for full-time or regular part-time employment, or any substitute employee.
2. Other excluded positions are:
The Superintendent, Assistant Superintendent, Supervisors, Coordinators, Directors, Assistant Directors, Principals, other administrative personnel and all non-certified personnel.

D. Negotiations Procedures

1. Each party shall designate a negotiations team of up to five (5) persons. All negotiations shall be conducted between said teams.
2. Bargaining teams shall be empowered to make proposals and counterproposals, and to indicate tentative agreement on behalf of the parties.
3. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals.

This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.

4. A list of items proposed for negotiations shall be submitted in writing by the Association to the Superintendent and by the Superintendent to the Association president no later than seventy (70) days prior to the expiration of the contract.
5. Both parties shall meet and exchange initial proposals no later than sixty (60) days prior to the expiration of the contract.
6. A mutually convenient meeting shall be held no later than sixty (60) days prior to the expiration of the contract.
7. At the first meeting, the bargaining teams shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties.
8. Meetings shall be held in executive session unless otherwise mutually agreed. Meetings shall not exceed three (3) hours and meetings subsequent to the first meeting shall be held at times mutually agreeable to the parties.
9. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional and lay consultants to assist in negotiations and may use its consultants in the manner it deems necessary. With the exception of the chief negotiator for each party, such professionals may not sit at the table and will be used for consultation purposes only. Each party agrees to pay for the services of consultants which it obtains.
10. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.
11. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
12. The Board will provide the final typed copies of items mutually agreed upon.
13. The Board and the Association will share equally the cost of providing printed contracts to the Board members and employees of the school district.

E. Scope of Bargaining

All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

F. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association and Board for their formal consideration. Upon ratification by the Association, the agreement shall be submitted to the Board which shall place the same on the agenda of its next regular or special meeting for consideration. If approved, the Board shall adopt a resolution setting forth the agreement. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board and shall be binding on both parties.

G. Disagreement

1. Pursuant to Section 4117.14 (C) and 4117.14 (E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2) - (6) and any other procedures to the contrary.
2. If no agreement is reached by the thirtieth (30th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
3. In the event the members of the negotiations team are unable to reach agreement within ten (10) days of the expiration of the existing agreement, then the Association shall have the right to proceed in accordance with Section 4117.14 (D) (2) and Section 4117.18 (c) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

H. Implementation and Amendment

This agreement shall become effective upon its approval by the Association and the Board. Following a request by either party, this agreement may be amended by mutual consent. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Amendment negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period referred to in ARTICLE I, D. 7.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition of a Grievance

A "Grievance" is an alleged violation, misinterpretation or misapplication of the terms and provisions of this agreement.

B. Definition of Terms

1. The grievant or aggrieved - The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class or the Association.
2. Days - "Days" as used in this procedure shall be regularly scheduled working days.
3. Representative or Representation - "Representation" or "representative" as provided for in this section shall be: any member of the bargaining unit chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.
4. Notification - the Association will be notified of and permitted to attend any hearings to resolve grievances at levels 2 through 5 of the grievance procedure.

C. Procedure For Submitting A Grievance

Informal Discussion

Any employee having a "potential grievance" shall in good faith discuss the problem with his/her immediate supervisor indicating the specific section of this agreement that has been violated and specifying the manner in which it was violated before a grievance may be filed. The discussion shall take place within fifteen (15) working days following the act or condition which is the basis for said potential grievance. The results of the discussion shall be reduced to writing by the immediate supervisor showing the alleged violation, the date of the discussion and the action, if any, taken; the report of the discussion shall be made on the "Informal Verification Report Form."

LEVEL 1 - FORMAL

- a. If the discussion with the supervisor does not resolve the problem causing the grievance, such employee shall have the right to lodge a written grievance, on a form provided by the District, with the supervisor within five (5) working days following the informal discussion with the supervisor. The grievance shall be submitted on the standard Grievance Form and copies will be submitted to the appropriate director and to the Superintendent. The grievance will contain a concise statement of the facts upon which the grievance is based, including the

specific section of this agreement that has been violated, specify the manner in which it was violated and the relief sought. The supervisor shall notify the employee in writing of his decision and the reasons for such a decision within five (5) working days following receipt of the grievance. A copy of the supervisor's notification to the employee shall be sent to the Director and Superintendent.

LEVEL 2

- a. If the discussion with the supervisor does not resolve the potential grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance, on a form provided by the district, with the director within five (5) working days following the decision by the supervisor. The grievance shall be submitted on the standard Grievance Form and copies will be submitted to the appropriate supervisor and to the Superintendent. The grievance will contain a concise statement of the facts upon which the grievance is based, including the specific section of this agreement that has been violated, specify the manner in which it was violated and the relief sought, as well as the disposition by the supervisor. The director shall notify the employee in writing of his decision and the reasons for such decision within five (5) working days following receipt of the grievance. A copy of the director's notification to the employee shall be sent to the appropriate supervisor and Superintendent.
- b. The employee shall also have the right to request a hearing from the director. The employee is entitled to representation at this and all succeeding levels. The director may also request the presence of the supervisor in order to expedite a solution. The hearing shall be within five (5) working days following the receipt of such request. The employee shall be notified, in writing, within five (5) working days after the date of the hearing of the director's decision and reasons for the decision. A copy of the director's notification to the employee shall be sent to the appropriate supervisor.

LEVEL 3

If the action taken by the director does not resolve the grievance to the satisfaction of the employee, such employee may appeal, in writing, to the Superintendent. Time limitations, request for hearing, representation and procedure for appeal shall be the same as for initiating the grievance with the director. The appeal will be made on the standard Grievance

Procedure Form and a copy sent to the director and to the Superintendent. It will indicate that it is an appeal and will include disposition by the director. A copy of the Superintendent's decision to the employee shall be sent to the President of the Association at the request of the grievant.

LEVEL 4

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal within five (5) days of receipt, in writing, to the Board of Education. The appeal shall be made on the standard Grievance Procedure Form and filed with the Treasurer of the Board and a copy sent to the Superintendent. The grievance shall be placed on the agenda for the next regular meeting of the Board of Education.
- b. The Board of Education shall act on the appeal not later than the next regular Board meeting following the introduction of the grievance at Level 4 and the placement of the grievance on the Board of Education agenda. Action will be based on the arguments presented by, or on behalf of, the employee and information supplied by the Superintendent. Copies of the disposition shall be sent to the employee, supervisor, director and Superintendent. A copy shall also be sent to the President of the Association at the request of the grievant.

LEVEL 5

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level 4, he/she may within ten (10) working days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. A copy of the request for arbitration shall be sent to the Treasurer. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where the arbitration of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the Board of Education and the bargaining agent.

D. Miscellaneous Provisions

1. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants. The Grievance File shall be kept in the Superintendent's Office.
2. A grievance may be withdrawn at any level by the grievant without prejudice, but subject to the provisions hereof. Notification of withdrawal shall be made on the grievance form.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. The time limits indicated in this grievance procedure are maximum limits. Every effort shall be made to resolve the grievance at the earliest possible date. Failure at any step of this procedure to dispose of a grievance within the time limits specified shall grant the relief sought. Lack of adherence to the time limits by the grievant shall bar the grievance and act as a waiver of the grievant's right to proceed.
5. If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties.

INFORMAL VERIFICATION REPORT
OF POTENTIAL GRIEVANCE

The undersigned potential grievant and his immediate supervisor acknowledge that a potential grievance was discussed between them in accordance with Article II C. Procedure For Submitting a Grievance of the negotiated agreement between the Board of Education and the Association regarding an incident allegedly occurring on _____ which generated the following complaint by the potential grievant:

Date: _____

Potential Grievant

Immediate Supervisor

ARTICLE III - ASSOCIATION RIGHTS

A. Exclusive Rights

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliated or parent organizations and those other organizations which do not desire status as the employee representative for professional staff members have the following rights:

1. Use of Bulletin Boards

The building representatives of the Association in each individual school may have the use of a designated bulletin board in each building.

2. Payroll Deductions

Deductions shall be provided without cost to the Association for the following purposes:

- a. Dues (OEA/NEA AND OVA/AVA)
- b. Political deductions to the OEA-EPAC/NEA-PAC
- c. Cancer Insurance provided at least five (5) or more persons enroll and provided further that only one insurance carrier is involved.
- d. Credit Union, provided:
 - (i) All administrative work, with exception of withholding, is performed by the Association;
 - (ii) Payroll deductions may be elected/changed no more than three times each year (September-August). It is understood that a stoppage of payroll deduction authorization is not a change, but it is also understood that such stoppage will bar the individual from starting deductions again until the following September.
 - (iii) A copy of the credit union rules and regulations is given to the administration.
- e. Direct Deposit
- f. Other deductions as may be mutually agreed upon. West Virginia income tax withholding: the employee shall be responsible for notifying the Treasurer's Office of the wish to have the tax withheld. This section shall be effective on and after Payroll deductions should be continuous until revoked by the employee in writing and at the appropriate time.

The Association shall indemnify and save the Board, its officers, agents, employees or representatives harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board, its officers, agents, employees or representatives in reliance upon signed payroll dues deduction cards, written revocation of same furnished to the Treasurer of the Board by the Association provided that the Board's action or non-action is caused by the illegal, fraudulent, wrongful, mistaken or negligent acts or omissions of the Association, its officers, agents or employees, or provided further that nothing in this paragraph shall be interpreted or construed to obligate the Association to indemnify or save the Board, its officers, agents, employees or representatives, in receiving, processing and acting upon the above described authorization of the dues deduction.

3. Time At Faculty Meetings

Representatives of the Association may make announcements at school faculty meetings at such time as may be designated by the building head.

4. Use Of School Equipment

The Association building representative may have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Association use of a school building may be permitted, provided that:

- a. Request is made and use arranged in advance;
- b. All equipment will be checked as to condition by Building Director or his designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace at prorated market value;
- c. Supplies in connection with such equipment used will be furnished or paid for by the Association.

5. Board Meetings

A copy of the agenda of each Board Meeting will be given to the President of the Association or designee either the morning of the same day as the Board Meeting is held or the morning of the next work day after such agenda is delivered to members of the Board, whichever is

earlier. Two (2) representatives of the Association shall be accorded that same seating privilege as the press at regularly scheduled or special meetings of the Board. The Association President shall receive a copy of all financial statements and approved Board minutes and other documents that are public record, upon request.

6. Names and Addresses of New Employees

Names and addresses of newly employed professional staff members shall be provided to the Association upon request, unless the professional staff member involved specifically requests otherwise in writing.

7. New Teacher Orientation

The Association shall have the right to participate in the new teacher orientation meeting in a social capacity.

8. Inter-School Mail

The Association shall be serviced by the inter-school mail pick-up and delivery system, and will be afforded the use of school mail boxes for distribution of Association materials.

9. Supplies and Materials

The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

10. Annually, upon request, the Board will furnish the following items to the Association:

- a. Official Amended Certificate of Estimated Resources
- b. Training and experience grid or data which will permit the Association to construct the same.
- c. June Treasurer's Report which includes:
 1. All fund balances for fiscal year;
 2. All revenue receipts by fund, function, and object; and
 3. Appropriations summaries by fund, function and object.

11. There shall be regularly scheduled meetings between the Administration and Association officials.

12. Upon request, the Board shall provide the Association with one copy of its customary pay scale schedules that cover certificated employees employed by the Board.

B. Staff Directory

The Association will make available to all professional staff members a directory, if one is published, listing the names, addresses, phone numbers and job assignments on record of all employees of the Board, except employees who have specifically requested that they not be listed in this directory.

C. Distribution of Contracts

The Association will distribute copies of the contract to members of its bargaining unit.

D. No Reprisal Clause

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

E. Guaranteed Leave For Association Conferences, Convention & Work

The Association is authorized for up to an aggregate total of six (6) days of leave with pay for individuals designated by the Association each year (September 1 through August 31) for such individuals to serve on programs or in an official representative capacity at Association meetings, conferences or conventions. To be valid, a request for the use of such leave must be submitted in writing by the President of the Association to the Superintendent or designee listing the name(s) of the individual(s) taking such leave and the date(s) of the leave. Such request must be submitted at least fifteen (15) days in advance of the leave unless there is an emergency or a special meeting makes such notice impossible. The Board shall not be responsible for any additional expense other than that of providing (a) substitute teacher(s), if necessary. The Association agrees to reimburse the Board one-half (1/2) of the cost of providing a substitute teacher(s) which the Board deemed necessary to replace the individual(s) on leave under provisions of this Section. Additional days for such leave must be approved by the Superintendent.

F. Contractual Guarantee of Rights Under Law

Nothing contained herein will be construed to restrict or deny to any professional staff member rights they may have under law.

G. Right To Fair Share Fee

1. Payroll Deduction Of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Belmont-Harrison JVS Education Association, a fair share fee for the Association's representation of such non-members during the term of this

contract. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin no earlier than January 15, except that no fair share fee deductions shall be made for newly-employed bargaining unit members until their second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

b. Upon Termination of Membership During the Membership Year

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.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure For Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to

each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement To Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association of behalf on itself and the OEA and NEA agrees to defend and indemnify the Board, its individual members, officers and employees, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer, by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE IV - CONTRACTS

A. Teaching Contracts

1. The member contract and notification of appointment shall be issued to members no later than May 25. Said contract shall contain the following information:
 - a. Name of member
 - b. Type of contract (limited, continuing or annual notice of salary)
 - c. School year
 - d. Employee Number, if used
 - e. Base Salary – semi-monthly and annual
 - f. Number of Pay Periods
 - g. Statement of Salary Classification
 - h. Any specific remarks applicable to this contract.
2. Teachers who have obtained continuing contract status in another school district:
 - a. initially will be offered a one (1) year limited contract;
 - b. upon successful completion of the initial contract will be offered a second one (1) year limited contract or a continuing contract at the discretion of the Board.
3. Teachers who have not obtained tenure in another school district:
 - a. initially will be offered a one (1) year contract;
 - b. upon successful completion of this contract will be eligible for another one (1) year contract;
 - c. upon successful completion of this contract will be eligible for a two (2) year limited contract;
 - d. upon successful completion of this contract will be eligible for limited contracts of five (5) years.
4. A teacher, becoming eligible for a continuing contract during the term of any limited contract, shall be considered at the succeeding April Board Meeting for continuing contract status if he or she has met all of the requirements of Section 3319.11 Ohio Revised Code.
5. Teachers not possessing a valid teacher's certificate or license shall be ineligible to teach in the district and such lack shall be deemed just cause for dismissal. Teachers possessing a one

(1) year temporary or a two (2) year vocational certificate or license are only eligible for one (1) year limited contracts.

6. All employees must participate in direct deposit and direct deposit notice will be sent electronically.

B. Supplemental Contracts

Supplemental contracts for extra duty assignments, including extended service, will be issued to teachers, after appointment by the Board, as provided by the Ohio Revised Code. Said contracts will contain the following information:

1. Name of School
2. Specified Assignment
3. Period of Assignment
4. Rate of Compensation
5. Method of Payment
6. Specify that the one (1) year contract will automatically non-renew at the end of the year

- C. In the event a teacher's contract is to be terminated during the term thereof, such termination shall be in accordance with Section 3319.16 Ohio Revised Code, and other relevant sections of the Ohio Revised Code.

D. Nonrenewal

1. Nonrenewal of limited teaching contracts for Probationary employees who have been employed for three (3) years or less and who were employed by the board after July 1, 2008.
 - a. On or before the April 30th, limited contract teachers who have been employed for three (3) or fewer years or, and who were employed by the board after July 1, 2008, shall be notified by the Superintendent that they will not be recommend to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
 - b. This nonrenewal procedure for teachers who have been employed for three or fewer years supersedes all provisions of ORC 3319.11 and 3319.111, and such teacher shall have no rights to challenge said nonrenewal pursuant to the negotiated grievance procedure, ORC 3319.11 or 3319.111, or in any other legal forum.
2. Nonrenewal of limited teaching contracts for employees who have been employed for more

than three (3) years or who were employed on or before July 1, 2008.

Such contract nonrenewal shall be in accordance with ORC 3319.11.

E. Reduction In Force (RIF) of Regular Two-Year Limited Contract

A teacher who has completed the second year of a two-year limited contract in Belmont-Harrison Vocational School District, and who the Board intends to lay off as a result of low enrollment, and therefore, lack of funding, will have the limited contract renewed by April 30, and the "Notice of Reduction In Force" (RIF) delivered by May 15.

F. Dismissal of Limited or Continuing Contracts During Term

1. Termination of a limited or continuing contract during the term thereof shall be in accordance with Section 3319.16 and other related provisions of the Ohio Revised Code.

G. Notices will not be issued at the conclusion of each school year to those teachers Completing a supplemental contract. All supplemental contracts will automatically Non renew at the end of each school year.

ARTICLE V - WORK DAY/CONTRACT YEAR

A. Work Day

The work day for high school bargaining unit members shall be seven (7) hours, including a duty-free lunch and a 40-minute preparation and planning period each day.

B. Contract Year

1. The regular contract year for a full-time member of the bargaining unit shall be no more than one hundred eighty-two (182) days and shall consist of the following:
 - a. No less than one hundred eighty (180) days when students are in attendance.
 - b. The remaining days may be used for in-service meetings, general meetings, preparation of reports or for such other purposes required by the administration.
2. When schools are closed due to weather or other natural calamity, notification will be made to a designated Association representative who will be responsible for initiating a telephone tree. At the beginning of the school year, the Association President will designate the person to be notified and communicate that information to the Superintendent.

ARTICLE VI - REDUCTION IN STAFF – TEACHERS

If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, because of the deletion of taxonomy numbers (disinvestment) at the local level by the Ohio Department of Education, the following procedures shall apply:

- A. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list beneath the teachers with continuing contracts also in descending order of seniority.
 2. Seniority will be defined as the length of continuous service as a certified employee under a regular full-time contract in this district.
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward experience credit on the salary schedule.
 - b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by the following:
 - The date of the Board meeting at which the teacher was hired, and then by;
 - The date the teacher signed the initial employment contract in the district, and then by;
 - Any remaining ties will be broken by lot.
 3. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure if that area of certification is in a similar *CAREER TECHNICAL TAXONOMY NUMBER* for a career technical unit and a *SIMILAR TEACHING FIELD* for an academic class. Any such election must be made at the time the teacher is notified that they will be affected.

4. The Superintendent shall notify those teachers that he intends to recommend for reduction in force by May 15 of his said intention.
 5. Instructors so being affected will have the right to appeal the Superintendent's decision. The appeal shall follow the grievance procedure through and including Level 5 included in the latest collective bargaining agreement. The appeal at each grievance level shall include valid documentation supporting said appeal and/or the willingness to substantiate adequate performance standards and objectives as prescribed by the course of study.
- B. The name of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to thirty-six (36) months from the date of the reduction. Teachers on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy as prescribed in A.3.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas where they are certificated and for which they were reduced as per taxonomy number for a career technical unit and field for an academic class.
 3. If a vacancy occurs, the Board will send a certified letter to all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of their current address. All teachers are required to respond in writing to the district office within fifteen (15) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within fifteen (15) days or who declines to accept the position will forfeit all recall rights to position qualified for under this agreement.
 4. In the event of an emergency such as resignation or death, the Superintendent and the Board of Education may reduce the fifteen (15) day requirement so as to immediately find a replacement because of the imminent start of school. The reduction refers only to the number of days the teacher has to respond.
 5. A teacher 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 appropriate salary schedule placement as they enjoyed at the time of layoff.

- C. The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 of the Ohio Revised Code. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
- D. If an insufficient enrollment for funding causes a teacher with ten (10) years or more of service in the school district to be laid off, that teacher will be eligible for the sum of Five Thousand and no/100 Dollars (\$5,000.00) to be used for retraining and/or additional education. Proof of completion is required for payment. If the teacher is rehired by the district within one (1) year of the effective date of the lay off, the Board shall be repaid the sum it paid; thereafter, the sum need not be repaid.

ARTICLE VII - LEAVES

A. Sick Leave

1. Each bargaining unit member will receive eighteen (18) days leave per year at the rate of 1.5 days per month for twelve (12) months;
2. New employees will be granted five (5) days sick leave credit, with the effective date of their first contract;
3. Sick leave accumulation shall be limited to three-hundred (300) days.
4. Any teacher employed by the Board shall be credited with the unused balance of his accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code up to the maximum accumulation authorized pursuant to this Section;
5. Sick leave days may be used to cover absences for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to students. Upon 5 consecutive sick days employee must provide a return to work slip from their doctor.
6. For absence of the employee due to illness or injury in the immediate family. Immediate family for the purposes of this policy shall include: spouse, children, father, mother, brother, sister, grandparents, in-laws, grandchildren, other persons who stand in the place of the above enumerated individuals or any other individual living in the immediate household.
7. For death of family members outside the immediate family or close personal friend, two (2) occurrences per school year will be granted.
8. Bargaining unit members granted such leave shall be replaced by a substitute according to the Board-adopted policy.
9. Such leave shall be taken in one (1) hour increments up to the equivalent of one (1) day. Sick leave deductions shall be accounted for on the basis of one (1) hour increments.
10. Any other restrictions or obligations imposed on the use of sick leave outside this policy shall be rescinded except those permitted or required by Section 3319.141 Ohio Revised Code.

B. Professional Leave

Members are encouraged to attend meetings, conferences and related activities, such as, project visits and project updates for instructional staff members to attend university or industry-sponsored

workshops, seminars, or actual work situations in their respective fields. Applications for such activities shall be made through normal administrative channels. Approval of such applications shall be at the discretion of the Superintendent and/or the Board in accordance with Board policy. Substitutes shall be provided at Board expense. All reasonable expenses shall be paid according to the following schedule provided a receipt for each expense is provided to the Board. Those listed are maximum limits and employees shall take measures to conserve where possible:

Registration:	Actual cost of registration excluding cost of membership in an organization.
Lodging:	Reasonable and customary charges.
Meals:	\$35.00 - Daily
Travel:	The current IRS approved rate per mile for automobile. Other transportation to be approved. Individuals share transportation where possible.

All costs shall be requisitioned on the application for professional meetings.

C. Personal Leave

1. At the beginning of each school year, each bargaining unit member shall be credited with three (3) days of personal leave which may be used for unrestricted leave at the discretion of the employee without loss of pay, provided:
 - a. That at least three (3) days notice is given by the employee of his intention to take such leave. This notice provision may be waived in such emergencies as automobile breakdown, furnace breakdown or the like.
 - b. The unrestricted personal leave provides that the employee does not have to state the reasons for taking such leave; however, in the event the personal leave is utilized by the bargaining unit member for the purpose of an emergency, the bargaining unit member shall provide to the Superintendent a stated reason for the use of personal leave for an emergency.
2. Other provisions of personal leave:
 - a. Date of approval by the director shall be the determining factor as to eligibility for personal leave;

- b. A maximum of three (3) certificated personnel per district is the maximum allowable for personal leave.
- 3. Any personal leave not used during a school year shall be credited to the employee's unused sick leave. At the employee's option, if eligible, the employee may take advantage of the following:
 - a. If no personal leave days are taken during the school year, the employee shall receive a bonus of \$125.00 to be paid in July.
 - b. If only one personal day is taken during the school year, the employee shall receive a bonus of \$75.00 to be paid in July.
 - c. If only two personal days are taken during the school year, the employee shall receive a bonus of \$40.00 to be paid in July.

D. Court Service

An employee who is summoned for jury duty or who is appearing under a subpoena before a Court or an agency as a witness in a criminal or civil proceeding shall be granted all necessary leave. The employee's compensation for said leave shall be with pay if the compensation received for the services performed, less transportation, is remitted to the Board.

E. LEAVE OF ABSENCE - GENERAL

- 1. The Board may, upon recommendation of the Superintendent, grant a leave of absence for the purpose of professional improvement, travel or for other reasons not to exceed two (2) consecutive years. Request for such leave of absence must be submitted in writing a minimum of sixty (60) days in advance of proposed effective date stating the reason for the request and shall include the beginning date and ending date of proposed leave. A long term leave of absence may be granted only at the beginning and ending date to correspond with the beginning and ending of a school year. Leave of absence for the above reasons cannot be granted unless a suitable substitute is available. Individuals shall not be compensated while on leave of absence. The Board understands that bargaining unit members are entitled to the benefits of the Family and Medical Leave Act of 1993.
- 2. The Board shall grant a leave of absence for a specific period of time where illness or other disability is the reason. Request for such leave of absence must be submitted in writing as

soon as is reasonably possible prior to the leave of absence indicating effective date of beginning and ending date of leave of absence. The period of time shall not exceed two (2) consecutive years. Ending date of such leave of absence shall correspond with end of semester or end of school year. Verification of illness or disability for leave of absence is required by the attending physician in a written statement to the Superintendent. Individuals shall not be compensated while on above-mentioned leave of absence.

3. Any regularly employed employee of the Board who may be conscripted into the Armed Defense Forces of the United States for service or training shall be granted a Military Leave as prescribed in Ohio Revised Code, Section 3319.14.
4. A leave of absence shall not be granted beyond the ending of the contract period for the employee.
5. Such employee shall inform the Superintendent of the desire to continue/discontinue such leave for the next semester by April 1, if the leave is to commence, continue or discontinue in September and by December 1 if the leave is to commence in January.

F. Assault Leave

1. The number of days absent from work assignment with the employing school district shall be determined by recommendation of a competent licensed medical or dental professional. Verification of recommended absence due to assault is to be submitted to the school administration in written form by the medical/dental authority. Responsibility for securing such verification rests with the assaulted employee.
2. Assault leave coverage may include any physical encounter with any student (or parent/guardian of student) currently enrolled in a vocational education program in the school district during the current school year irrespective of time or place of occurrence. The assaulted employee shall notify the Superintendent of Schools or school district office, providing as much detail as possible, within forty-eight (48) hours of the time of the assault. Such notification shall be in written form.
3. Incidents occurring in locations other than school property shall require law enforcement involvement immediately to be applicable to assault leave policy.
4. In the event that there is question as to the authenticity of reported occurrence and incident of

assault, a review panel of four (4) consisting of two (2) co-workers of the assaultee, one (1) supervisor, and one (1) administrator, shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled meeting. The Board shall make final determination as to whether to grant or not to grant assault leave and the decision of the Board shall be final.

G. Other Leave Provisions

1. Members of the bargaining unit who do not meet other paid leave provisions may be granted unpaid leave at the discretion of the Superintendent and/or the Board.
2. Any bargaining unit member on any unpaid leave of absence shall be entitled to participate, at the member's own expense, in all Board insurance programs at the group rates, provided this is permitted by the insurance carriers involved and provided further that the necessary payment arrangements are made with the Treasurer's Office.

ARTICLE VIII - SCHOOL CALENDAR

Classroom Teachers

A school calendar committee composed of three (3) members of the Association, and three (3) Board representatives, may consult with the Superintendent for the purposes of providing recommendations and suggestions for the school calendar for the following school year. Such consultations may occur in February or March of each school year.

ARTICLE IX - REGULAR PART-TIME PROGRAMS & BENEFITS

A. Regular Part-Time Benefits

1. Regular part-time unit members shall only receive those benefits that are specified in this section of this article of the Master Agreement. No other benefits in this Master Agreement shall apply to regular part-time members.
2. Regular part-time bargaining unit members shall be paid twenty-one dollars and (\$21.00) per hour for school year the life of this contract.
3. Regular part-time bargaining unit members will accrue sick leave at a rate of five (5) hours for each month worked. Such sick leave may accumulate to a maximum of one-hundred (100) hours. Sick leave shall be taken in accord with the sick leave provisions of the Master Agreement, except that leave can only be taken in an amount equivalent to one work day per occurrence. Falsification of sick leave shall be grounds for termination. Regular part-time bargaining unit members shall be credited with ten (10) hours of personal leave which may be used for unrestricted leave at the discretion of the employee without loss of pay. Notice requirements and restrictions on personal leave set forth in Article VII -Leaves C. Personal Leave apply to regular part-time unit members.
4. Regular part-time employees shall be granted 1-year contracts only and shall not be eligible for continuing contracts.
5. When schools are closed due to weather and/or natural calamity, regular part-time bargaining unit members who are scheduled to work will not be required to work. Regular part-time employees shall receive full pay and compensation for such days.
6. Regular part-time employees working a set schedule of twenty (20) hours or more will be paid over twelve (12) months (24 pays).

ARTICLE X - INSURANCE

A. Group Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance/AD & D for each full-time certificated employee. The full cost of this program shall be paid by the Board. The face amount of such insurance shall be \$50,000.00. Implementation will be as soon as practical.

B. Hospital/Surgical Insurance/Prescription Drug

The Board shall purchase from Self-Funded Plans, Inc. or other carrier licensed by the State of Ohio, basic hospital/surgical insurance coverage for each certified employee now or hereafter employed and his or her family which meets or exceeds the specifications below. The Board shall pay the following monthly amounts or percentages toward the cost of such insurance.

For individual coverage	90%/ capped @ \$500.00 per month
For family coverage	90%/ capped @ \$1,025.00 per month

1. Each eligible employee will have the option to choose from the four plan designs that are offered as of October 1, 2010.
2. Plans offered as of October 1, 2010, and thereafter will be in compliance with the Ohio School Employees Health Care Board's best practices passed January 1, 2009.
3. In the event that the Board decides to change insurance carriers, the Board will guarantee to the best of its knowledge that the benefits and coverage's provided under the former plan will be the same under the new carrier(s).
4. Board shall provide the Association with written notice at least sixty (60) days prior to changing its health insurance carrier.

C. Group Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, family dental insurance protection for each bargaining unit member equal to or exceeding the specifications below. The full cost of this program shall be paid by the Board.

Maximum Benefits Per	
covered person	\$2,500 per year
Deductible - individual	\$ 25.00 per year
Deductible - family	\$ 75.00 per year
Co-Insurance Amounts:	
Diagnostic & Preventive Services	100%
Routine Dental Services	80%
Major Dental Services	60%

Orthodontic Services

60% (up to a maximum of \$1,000.00)

D. Vision Care Insurance

The Board shall purchase and pay for the full cost of vision care insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit now or hereinafter employed. The Board will also pay the full cost for family coverage.

Specifications

Covered Expenses

Examination

Lens & Frame Allowance
& Non-Member Provider
Reimbursement

Benefit Period

Once every 12 months (member
doctor)

As Per Schedule

ARTICLE XI - SEVERANCE PAY

1. The Board of Education shall pay any employee who elects to and does retire for sick leave accredited to the employee's account. The payment is conditioned upon the employee having worked in the District for a minimum of ten (10) years. The formula is as follows: 1/3 of all accredited sick leave.
2. Payment shall be made in cash and based upon the employee's per diem pay at the time of retirement from teaching.
3. The Treasurer will inform all retiring members of the District of the procedure to be followed in making application for severance pay.
4. If a teacher dies while in the employ of the Board, his designated beneficiary shall receive as a severance payment twenty-five per cent (25%) of the amount that the teacher would have received. This will be paid at as early a date as possible.
5. This Article does not apply to disability leave.

ARTICLE XII - EXTENDED SERVICE

A. Required Extended Service

1. Extended service days shall continue to be granted to those instructors awarded contracts prior to July 1, 1998, at the teacher's rate of pay for the standard work day.
2. Eight (8) days of extended service for new teachers working toward licensure will be granted once, and only once, in the first or second year of in-service. This language applies only as set forth in A.1. above.

B. Non-Required Extended Service

1. In vocational program areas where extended service is not a requirement of the specific program area and is not part of the pre-service in-service training program, the Superintendent shall have the option of providing a period of extended service per vocational program area for the purpose of curriculum development, equipment repair, maintenance and other program related tasks, subject to recommendation of the vocational supervisor, school administration, and Board approval.

ARTICLE XIII - PLACEMENT ON SALARY SCHEDULE

Teacher placement on the salary schedule shall be a consistently applied procedure for all employees of the Belmont-Harrison Vocational School District. The following guidelines will be observed:

A. **Step Placement:**

1. Non-Degreed teachers will receive credit for every year beyond that required by state standards. (includes B.O.E. if non-degreed)
2. Degreed teachers will receive credit for actual teaching experience and all full-time non-teaching work experience related to their employment, as required by state standards, in the Belmont-Harrison Vocational School District.

ARTICLE XIV - SALARY

A. Salary Schedule Provisions

1. Initial placement on the teachers' salary schedule shall be determined in accordance with the applicable provision of Ohio School Law.
2. Graduate credit hours completed by an employee prior to obtaining a Masters Degree that is not required for his/her initial Masters Degree can be used towards their Masters Plus column. The employee must provide evidence that the credit hours were not part of the course of study to acquire initial Masters Degree.
3. The salary index and the fifteen (15) Salary Steps shall be the same as the contract which expires June 30, 2008, with the following base salary:
 - A. 2010-2011 = \$29,584.39 (appears as Exhibit A)Twenty (20) year Longevity Salary Bonus at a flat rate of \$1,100.00 to those with twenty (20) years of full-time regular service in the Belmont-Harrison Vocational School District at the beginning of the school year.
4. If a bargaining unit member is required to substitute during his/her planning/preparation period, or regular period, he/she will be compensated at the rate of twelve dollars and 00/100 (\$12.00) per period for the duration of the contract.
5. Certificated part-time tutors for learning disabled (LD) and developmentally handicapped (DH) students will be compensated for the duration of this Collective Bargaining Agreement at the sum of twenty-one dollars (\$21.00) per hour. Such tutors will be employed 25 hours or less per week.
6. The Board of Education agrees to pay Belmont Career Center and Harrison Career Center Club Advisors a stipend for club activities outside the regular school day. The wage total for all Advisors is not to exceed \$10,000.00 for the school year. Payment will be approved by the Board of Education at the regular May Board meeting. The Association President and Belmont Career Center Principal will provide a recommendation for method of payment and distribution of the stipends.

**INSTRUCTORS SALARY SCHEDULE
SCHOOL YEAR 2010-2011**

Base Salary 29,584.39**Contract days 182**

	Bachelor Degree		150 Semester Hours		Master Degree		Master Degree + 15		Master Degree + 30		
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Step
0	1.000	29,584.39	1.040	30,767.77	1.100	32,542.83	1.150	34,022.05	1.250	36,980.49	0
1	1.040	30,767.77	1.085	32,099.06	1.150	34,022.05	1.203	35,590.02	1.300	38,459.71	1
2	1.080	31,951.14	1.130	33,430.36	1.200	35,501.27	1.256	37,157.99	1.350	39,938.93	2
3	1.120	33,134.52	1.175	34,761.66	1.250	36,980.49	1.309	38,725.97	1.400	41,418.15	3
4	1.160	34,317.89	1.220	36,092.96	1.300	38,459.71	1.362	40,293.94	1.450	42,897.37	4
5	1.200	35,501.27	1.265	37,424.25	1.350	39,938.93	1.415	41,861.91	1.500	44,376.59	5
6	1.240	36,684.64	1.310	38,755.55	1.400	41,418.15	1.468	43,429.88	1.550	45,855.80	6
7	1.280	37,868.02	1.355	40,086.85	1.450	42,897.37	1.521	44,997.86	1.600	47,335.02	7
8	1.320	39,051.39	1.400	41,418.15	1.500	44,376.59	1.574	46,565.83	1.650	48,814.24	8
9	1.360	40,234.77	1.445	42,749.44	1.550	45,855.80	1.627	48,133.80	1.700	50,293.46	9
10	1.400	41,418.15	1.490	44,080.74	1.600	47,335.02	1.680	49,701.78	1.750	51,772.68	10
11	1.440	42,601.52	1.535	45,412.04	1.650	48,814.24	1.733	51,269.75	1.800	53,251.90	11
12	1.480	43,784.90	1.580	46,743.34	1.700	50,293.46	1.786	52,837.72	1.850	54,731.12	12
13	1.520	44,968.27	1.625	48,074.63	1.750	51,772.68	1.839	54,405.69	1.900	56,210.34	13
14	1.560	46,151.65	1.670	49,405.93	1.800	53,251.90	1.892	55,973.67	1.950	57,689.56	14
15	1.600	47,335.02	1.715	50,737.23	1.850	54,731.12	1.945	57,541.64	2.000	59,168.78	15

ARTICLE XV - TUITION REIMBURSEMENT/LPDC
& PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement

The Board agrees to grant allowances to individual certificated and licensed personnel for tuition reimbursement according to the following guidelines:

1. Personnel must have been employed by the Board for a period of one (1) year or more and have on file a valid teaching certificate, professional license, or two (2) year vocational certificate/license in the teaching area for which employed. Teachers may not claim both tuition reimbursement and workshop compensation.
2. All credits require prior approval by the Supervisor, Director, and Superintendent on a standard requisition form supplied by the Board in advance of registering for a course in order that an applicant be eligible for reimbursement. The Superintendent shall approve all applications which meet the criteria established in this Article. The Superintendent will respond to the applicant within fifteen (15) working days after they have received the request.
3. Credits must be earned in a course from an accredited college or university, they must be pre- approved by the LPDC and be pursuant to the individuals current educational plan.
4. Course work must be scheduled at times that do not interfere with normal duties during the regular work day of the employee.
5. No certificated personnel will receive tuition reimbursement credit for more than twelve (12) semester hours or eighteen (18) quarter hours per calendar year.
6. In order for a teacher to be eligible for reimbursement, proof of payment for the requested hours and an official grade report from the college or university showing a "C" grade or better, or a passing grade in the case of a pass/fail course, must be filed with their immediate supervisor who will in turn submit approval to the Treasurer's Office.
7. Reimbursement shall be applied towards course work taken during the year (between September 1 and August 31) and paid the following October for those staff members returning for the next school year. When the Treasurer has received those items described in the foregoing stipulations. The reimbursement formula will be as follows:
 - a. Maximum per hour will be \$240.00 per undergraduate semester hour and \$290.00

per graduate semester hour. Quarter hours will be reimbursed at \$150.00 per quarter hour for undergraduate and \$180.00 for graduate hours.

- b. Reimbursement per hour = \$15,000.00 divided by the total approved hours up to the maximum described in 7.a. above.
8. No teacher will be reimbursed by the Board if he/she receives grants, payments or scholarships from some other source for tuition.
9. If classes are not to be completed within one (1) year of the approval, the teacher must notify the Board at the time the request for approval is made, and reimbursement will not be made for completed courses until October of the following year when classes are completed. ALL classes must be completed within two (2) years of approval.

B. LPDC

1. The Local Professional Development Committee shall be established under the following guidelines:
 - a. The LPDC shall consist of seven (7) members, four (4) elected by the BHEA and three (3) appointed by the Superintendent.
 - b. The term of office of the LPDC members shall be two two-year terms and two three-year terms. Vacancies shall be filled by the appropriate authority.
 - c. Association LPDC members shall receive a stipend of \$500.00 for work for each school year of the contract. A teacher must serve a full year to receive the stipend.
 - d. Meeting space, file storage facilities and clerical help as needed shall be provided at the Belmont Career Center.
 - e. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the State of Ohio.

C. PROFESSIONAL DEVELOPMENT

1. The District will provide in district opportunities for Professional Development.

ARTICLE XVI - STRS - BOARD "PICK-UP"

A. State Teachers Retirement System Pick-Up

1. State Teachers Retirement System Board "Pick-Up" shall be implemented and effective beginning January 1, 1984. This change in procedure will be at no cost to the Board and is solely for the purpose of reducing current federal withholding tax from members of the bargaining unit. This procedure will remain in effect as long as the Internal Revenue Ruling #77-462 and the rules and regulations of the State Teachers Retirement System remain substantially unchanged.
2. Teachers are individually responsible for reviewing the relationship between this Article and any other tax deferral arrangements they may have.
3. The following guidelines must be met for implementation of the employer "pick-up" or employee contributions:
 - a. The employer elects to "pick-up" all or a portion of the required employee contributions in accordance with Internal Revenue Ruling #77-462 which is supported by Attorney General Opinion #78-049 and #82-097.
 - b. The "pick-up" must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not at an individual member's option.
 - c. All of the certificated personnel classified in the employee category designated on the notification form must be included for "pick-up" purposes. All certificated personnel must be considered eligible as determined by the employer under one, or all, of the three (3) categories listed on the notification form. These categories are the following:
 - (1) Superintendent
 - (2) Administrators
 - (3) Teachers
 - d. Earnable compensation for "pick-up" purposes includes supplemental earnings. The amount picked up by the employer on behalf of the employee does not discharge, relieve, or reduce the employer contributions required by Section 3307.53 of the Revised Code.

- e. The amount picked up by the employer is applied toward employee contributions under Section 3307.51 of the Ohio Revised Code. All statutory and regulatory requirements applicable to Section 3307.51 Ohio Revised Code must also apply to the "pick-up". The Board agrees to account for the amount of the "pick-up" but otherwise assumes no further liability.
- f. The Board may refuse to accept "pick-ups" if so directed by the Internal Revenue Service and the State Teachers Retirement System if guidelines based upon the changing status of the laws are not followed or if the qualified plan status of the State Teachers Retirement is placed in jeopardy. Should for any reason the current taxation or deferred taxation "pick-up" plan be determined null and void by either the Internal Revenue Service or the State Teachers Retirement System, the Board assumes no liability for any back tax, interest, or penalties that may be applied by the Internal Revenue Service or the State Teachers Retirement System. This will be solely the responsibility of each individual member.

B. Medicare Pick-Up

- 1. Should it be determined to be legal, the Board agrees to "pick-up" the amount that the employee pays toward Medicare in the same manner and under the same conditions as it "picks-up" STRS payments herein.

ARTICLE XVII - TEACHER EVALUATION

- A. The Board shall provide for the establishment of a program to evaluate employee performance for the purposes of improving instruction and providing information for employment decisions. The following provisions, as a minimum, will govern the evaluation program:
1. The evaluation program shall be communicated in writing to all full-time employees at the time of employment.
 2. Members of the bargaining unit shall not be required to formally evaluate other members of the bargaining unit. Evaluations will be conducted by persons designated by the Superintendent.
 3. Classroom observation, where appropriate, will be a part of the evaluation program. Observation results will be communicated in writing to the teacher.
 4. Monitoring or listening devices will not be a part of the regular evaluation program.
- B. The establishment of these procedures and requirements shall not create any right of expectancy of continued employment.

ARTICLE XVIII - PERSONNEL FILES

- A. A personnel file for each unit member shall be maintained in the Board Office. This shall be considered a confidential file and the only official file of recorded information on unit members.
- B. Requests of unit members to have access to their personnel files shall be handled by the Treasurer, Assistant Treasurer or confidential employee according to the following procedures:
 - 1. A unit member will have access to his/her personnel file during regular office hours, subject to the availability of the Treasurer, Assistant Treasurer or confidential employee.
 - 2. Records shall be examined only in the presence of the Treasurer, Assistant Treasurer or confidential employee and shall not be removed from the immediate area.
- C. Members of the administration authorized to gain access to a unit member's personnel file shall be limited to the Board, the Superintendent, directors, and supervisors, directly supervising that unit member, the Treasurer and other administrators or other confidential personnel who have a legitimate district-related reason.
- D. All materials shall be placed in the personnel file of unit members in accordance with the following provisions:
 - 1. Each item shall bear the date it was placed in the file.
 - 2. Prior to the filing copies of general conference reports, observation-evaluation reports, and anecdotal records, the administrator originating the item and the unit member shall sign the same; provided in the event of the refusal of the unit member to sign the item, the item shall be filed with an appropriate notation of his/her refusal to sign.
 - 3. The fact that material bears the signature of the unit member concerned does not indicate agreement or disagreement by the unit member. Rather, it indicates the unit member is aware that the material is in the file.
 - 4. A unit member may attach a written statement of reply to any item which is placed in his/her personnel file.
 - 5. A unit member will be entitled to a copy of any material in his/her file at his/her expense.
 - 6. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express

understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer will be reviewed by the appropriate personnel administrator and attached to the copy. Only material containing the original signature of the teacher shall be placed in the file.

7. Material in a personnel file may also be removed after a meeting between the unit member and the administrator making the entry and with the approval of the Superintendent.
8. Anonymous materials shall not be placed in a unit member's file.

E. Items such as the following will be maintained in the personnel file of a unit member:

1. Official transcripts of college work.
2. Copy(ies) of certification authorized by the State Department of Education.
3. Copies of Observation-Evaluation reports.
4. Copies of general conference reports.
5. Anecdotal records.
6. Record of employment including assigned duties, regular and supplemental, years of service in the district, and other pertinent employment information.
7. In-Service training data.
8. Prior employment verification.
9. Selective service records/military records.
10. Salary notices.
11. Letter of merit or awards.
12. Medical records and emergency medical forms.
13. Sick Leave records.
14. Personal Leave records.
15. Vacation records.
16. Contracts.
17. Substitute and supplemental pay notices and contracts.
18. And such other forms as may be required by law or as may be agreed to by the parties hereto.

F. Complaint Procedures - Professional Staff

Should a complaint be made by a student's parents, or any other person, to an administrator regarding a teacher assigned to his building concerning the teacher's professional performance, the administrator shall inform the teacher as soon as possible that a complaint has been made. No complaints will be placed in the personnel file of a teacher unless all of the following are fulfilled:

1. The allegation is in writing and is signed by a complainant on the complaint form as provided.
2. A conference was held including the complainant, teacher, and the principal or immediate supervisor.
3. The results or findings of a conference have been reduced to writing by the immediate supervisor and signed by the teacher. Said results shall be attached to the complaint. No anonymous letters or materials will be placed in the files.
4. The teacher(s) shall have the right to submit in writing a rebuttal which shall be attached to the complaint.
5. Teacher(s) signature(s) are not an indication of agreement with the findings but only provide verification of having seen the complaint.

ARTICLE XIX - NO SMOKING POLICY

Smoking will not be permitted in any areas of the facilities where students are permitted. For those staff members who must smoke, the designated smoking area will be the loading dock - students are not permitted, all doors can be kept closed, and exhaust fans can be installed. **"NO STUDENT ADMITTANCE"** signs will be posted at all entrances of the designated smoking area.

ARTICLE XX - MANAGEMENT RIGHTS

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.
- B. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States. The Board agrees that all such policies, rules, regulations, and practices shall be uniformly and consistently enforced.

ARTICLE XXI - MAINTENANCE OF STANDARDS/SEVERABILITY

- A. During the duration of this Agreement, the Board will maintain all terms, conditions and benefits of employment as provided herein.
- B. In the event there is a conflict between a provision of this agreement and applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto which would invalidate the provision of the agreement, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this agreement which are not so invalidated shall continue in full force and effect in accordance with their terms.
- C. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency thereto which would invalidate any provision of this agreement, 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 XXII - DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2010, through June 30, 2011, inclusive. It constitutes the entire understanding between the Board and Association and supersedes all previous written and verbal agreements.

IN WITNESS WHEREOF, the parties hereto have set their names to duplicate originals hereof by their duly authorized representatives the day and year first above written.

BELMONT-HARRISON VOCATIONAL
EDUCATION ASSOCIATION

BY: Charles J. Delaney
President

9/20/10
Date

BELMONT-HARRISON VOCATIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

BY: Don E. Carpenter
President

9 - 20 - 10
Date