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MASTER AGREEMENT BY AND

BETWEEN

BELMONT-HARRISON VOCATIONAL

SCHOOL DISTRICT

AND

BELMONT-HARRISON VOCATIONAL

EDUCATION ASSOCIATION

EFFECTIVE:

JULY 1, 2014

Through

JUNE 30, 2017

MASTER AGREEMENT

THIS AGREEMENT, made this 23rd day of June, 2014, 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 One Hundred Eighty Three (183) 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 Procedure

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 – Unless otherwise specified as calendar days in this Agreement, any Memorandum of Understanding modifying or clarifying this Agreement during its terms’ or in a governing provision of the Ohio Revised Code, the term “Days” as used in this procedure shall mean days when students are in session during the contract year (as that term is used in Article V), and Monday through Friday between contract years exclusive of federal holidays.
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 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 Board

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 FCPE
- 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 January 1, 1994. 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. Name and Address 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. Ohio Department of Education SM1 Form and SM2 Form.
 - d. 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 employee 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) the cost of providing a substitute teacher(s) which the Board deems 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 Payers

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 such transmittal with a list of 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 on behalf of itself and OEA and NEA agree 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 provisions herein.

ARTICLE IV – CONTRACTS

A. Teaching Contracts

1. The member contract and notifications 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. Base Salary – semi-monthly and annual
 - e. Number of Pay Periods
 - f. Statement of Salary Classification
 - g. 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, who is or will be eligible for a continuing contract status during the term of any limited contract, shall notify the Superintendent by October 31 of the school year in which the teacher wishes to be considered for continuing contract status at the succeeding May Board meeting.
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. 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 recommended 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. 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.

F. 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 the starting and ending time for which shall be determined by the Administration.

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-three (183) 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 through the Parent Broadcast System.

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, the reduction shall first be made through attrition resulting from resignations, retirements and transfers.

- A. When any of the following reasons apply, the Board may reasonably reduce the number of teachers and/or teaching positions within the District:
 - 1. Return to duty of regular teachers after approved leave of absence;
 - 2. Territorial changes affecting the District;
 - 3. Decreased enrollment of pupils in the District;
 - 4. Deletion of taxonomy numbers (disinvestment at the local level by the Ohio Department of Education);
 - 5. Financial reasons

- B. Having made such a determination, the Board, upon recommendation of the Superintendent, shall proceed to suspend contracts within each teaching field affected giving preference:
 - 1. First, to teachers with continuing contracts;
 - 2. Second, to teachers with higher evaluations;
 - 3. Third, to teachers with greater seniority when evaluations are comparable.
 - 4. All teachers will be considered to have comparable evaluations for the 2014-2015 and 2015-2016 school years. Teacher evaluation for the 2016-2017 school year shall be based on the negotiated Teacher Evaluation System in effect for the term of this contract.

- C. If the reduction in staff is for the ensuing school year, the Superintendent shall notify those teachers to be recommended for reduction in staff by May 15 of the current school year.

- D. If the reduction in staff is to take effect in the then current school year, the Superintendent shall provide written notice to the Association President and the teachers to be affected at least thirty (30) calendar days prior to the Board Meeting at which action on the Superintendent's recommendation will be taken.

- E. Seniority is defined as the length of continuous service or employment of a teacher within the district exclusive of authorized leaves of absence. Seniority shall be lost when a teacher resigns, retires, or leaves employment of the Board voluntarily.
 - 1. The Administration shall prepare a seniority list designating each teacher in order of continuing contract status and limited contract status and within the continuing limited contract status, individuals would be listed by seniority

areas of certification/licensure and the appropriate evaluation/performance categories.

2. Teachers having more than one area of certification/licensure shall have their name on all lists for which they have certification/licensure.
 3. The list shall be maintained and updated by the Administration on an annual basis and provided to the Association and posted within the District no later than October 31 of each year. The Association or any individual teacher may make a written request and provide appropriate information and documentation to the Human Resources Director by November 30 following posting of the list. The requested modification shall be resolved in a conference between the Association and the teacher and the Superintendent and/or his designee.
 4. Failure of the Association or the teacher to request modification by November 30 shall result in the waiver of any error or further objection or challenge to the seniority list until the publishing of the next seniority list. The Board and the Administration would then be entitled to rely upon the seniority list for all purposes in which a teacher's seniority may apply in any personnel decisions under this Agreement, under any provision of law, or on any management rights reserved herein.
- F. The name of teachers whose contracts are suspended in a reduction in force of staff will be placed on a recall list for up to thirty six (36) months from the date of 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.
 2. Teachers on the recall list will be recalled in areas where they are licensed/certificated in a career technical unit or teaching field for an academic class in the following order.
 - First, teachers with continuing contracts;
 - Second, teachers with higher performance evaluations;
 - Third, seniority when performance evaluations are comparable.
 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 the teacher's current address. All teachers who wish to apply for the vacant position must respond in writing to the District within fifteen (15) calendar days.

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 resume active employment status; return to active employment status with the same seniority, accumulation of sick leave, and appropriate salary schedule placement as the teacher enjoyed at the time of layoff.
- H. The parties agree that these procedures apply only to the suspension of contracts under Section 3319.17 of the 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.
- I. If insufficient enrollment or funding results in a teacher with ten (10) years or more of service in the school district to have his or her contract suspended pursuant to these provisions, that teacher shall be eligible for the sum of Five Thousand 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 reduction in staff, the Board shall be repaid the sum it has paid for such retraining for additional education, but not otherwise.

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. Notwithstanding the number of days of absence, the employee must report the use of sick leave for said absence within five (5) work days of returning to work. Upon using 5 consecutive sick days the employee must provide a return to work slip from his/her 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. Application for such activities shall be submitted not less than ten (10) working days prior to commencement of the leave and shall include all anticipated costs and expenses of attendance. 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.

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 Superintendent 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, said unused personal leave may be exchanged for a bonus as follows:
 - a. If no personal leave days are taken during the school year, the employee shall receive a bonus of \$150.00 to be paid in July.
 - b. If only one personal day is taken during the school year, the employee shall receive a bonus of \$100.00 to be paid in July.
 - c. One personal day may be carried over to the next school year. No more than four (4) days may be accumulated. Such a carryover shall be

considered taking a day and reduce the number of days available for payment in 3a and 3b above.

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 absences 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, COBRA or FMLA, 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 (\$21.00) per hour for school year the life of this contract.
3. For regular part-time employees, sick leave shall be calculated on a pro-rated basis by converting the average work week to hours; dividing that number by 5 to obtain a daily average; and multiplying the daily average by a factor of 1.25 to accrue each month provided, however, no such employee will accumulate sick leave at a rate less than he or she accumulated as of May 31, 2014. 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.
4. 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.
5. Regular part-time employees shall be granted 1-year contracts only and shall not be eligible for continuing contracts.
6. 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.
7. Regular part-time employees will be paid over twelve (12) months (24 pays).

ARTICLE X – INSURANCE

A. Group 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

1. Effective October 1, 2013, the Board shall purchase basic hospital/surgical/prescription drug insurance coverage for each full-time certificated staff member now or hereafter employed and his or her family, through a carrier chosen by the Board and licensed by the State of Ohio, which meets or exceeds through one plan design the specifications set forth in Exhibit A below.

Exhibit A

In-network coverage will include:

- Physician office visits \$10/\$20 copay
- Annual deductible \$250 single/\$500 family
- Maximum out of pocket in-network \$750 single/\$1,500 family (excluding deductible)
- Emergency room visit \$75 copay
- Urgent care facility \$35 copay
- Prescription drug retail 30 day supply \$15 generic/\$25 formulary/\$40 non-formulary copay
- Prescription drug mail order 90 day supply \$30 generic/\$50 formulary/\$80 non-formulary copay

A complete description of plan benefits will be available to all eligible employees.

2. a. Beginning July 1, 2014, the Board shall pay the following monthly percentages toward the cost of hospital/surgical/prescription drug insurance:

For individual coverage	82% of premium
For family coverage	82% of premium

- b. Beginning September 1, 2012 the Board shall pay the following monthly percentages toward the cost of dental and vision insurance:

For individual coverage	90% of premium
For family coverage	90% of premium

The employee shall pay the balance of the cost through payroll deduction.

- The Board shall provide written notice to the Association 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	\$2,500.00 per year
Deductible – Individual	\$ 25.00 per year
Deductible – Family	\$ 75.00 per year

Co-Insurance Amounts:	
Diagnostic & Preventive Services	100%
Routine Dental Service	80%
Major Dental Service	60%
Orthodontic Services	60% (up to a maximum of \$1,000)

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.

<u>Specifications</u>	<u>Benefit Period</u>
<u>Covered Expenses</u>	
Examination	Once every 12 months (member doctor)
Lens & Frame Allowance & Non-Member Provider Reimbursement	As Per Schedule

E. Flexible Spending Account

- A. The Board shall offer an IRS Section 125 Flexible Spending Account (FSA) to all full-time employees and regular part-time employees of the District which conforms to the Plan attached as Exhibit "A", so long as not less than fifteen (15) employees are or remain enrolled in the Plan for the ensuing Plan year.
- B. Qualified employees may enroll in the Plan between the dates of August 1 and September 1 on a form prescribed by the Treasurer. Once enrolled, the employee may not withdraw from the Plan until the end of the Plan year except for purposes approved for withdrawal by the Internal Revenue Service.
- C. An enrolled employee shall be responsible for any costs of administration applicable to the employee's individual account by the Plan and the same may be deducted from the employee's account in the Plan. The Board shall be responsible for all other costs of Administration of the Plan.

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 to a maximum accumulation of three hundred (300) days. 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 to a maximum of one hundred (100) days.
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 percent (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 as attached, with the following base salary:
 - A. 2014-2015 = \$30,341.89
 - 2015-2016 = \$30,948.73
 - 2016-2017 = \$31,567.70

Twenty (20) year Longevity Salary Bonus at a flat rate of \$1,300.00 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 (\$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.

7. Those Non-Degreed instructors employed as of September 1, 2012, shall advance to the “150 Semester hours” Column if they hold a 5 year professional license on that date, by following the contract process stipulated in Article IV – Contracts A., 3., a., b., c., d., and by teaching in the district for a minimum of nine (9) years.

**INSTRUCTORS SALARY SCHEDULE
SCHOOL YEAR 2014-2015**

Base Pay 30,341.89 Contract days 183

Years Exp.	Bachelor			150 Semester Hours			Master Degree			Master Degree + 15			Master Degree + 30		
	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate
0	1.000	30,341.89	165.803	1.040	31,555.57	172.435	1.100	33,376.08	182.383	1.150	34,893.17	190.673	1.250	37,927.36	
1	1.040	31,555.57	172.435	1.085	32,920.95	179.896	1.150	34,893.17	190.673	1.203	36,501.29	199.461	1.300	39,444.46	215.543
2	1.080	32,769.24	179.067	1.130	34,286.34	187.357	1.200	36,410.27	198.963	1.256	38,109.41	208.248	1.350	40,961.55	223.834
3	1.120	33,982.92	185.699	1.175	35,651.72	194.818	1.250	37,927.36	207.253	1.309	39,717.53	217.036	1.400	42,478.65	232.124
4	1.160	35,196.59	192.331	1.220	37,017.11	202.279	1.300	39,444.46	215.543	1.362	41,325.65	225.823	1.450	43,995.74	240.414
5	1.200	36,410.27	198.963	1.265	38,382.49	209.740	1.350	40,961.55	223.834	1.415	42,933.77	234.611	1.500	45,512.84	248.704
6	1.240	37,623.94	205.595	1.310	39,747.88	217.202	1.400	42,478.65	232.124	1.468	44,541.89	243.398	1.550	47,029.93	256.994
7	1.280	38,837.62	212.227	1.355	41,113.26	224.663	1.450	43,995.74	240.414	1.521	46,150.01	252.186	1.600	48,547.02	265.284
8	1.320	40,051.29	218.860	1.400	42,478.65	232.124	1.500	45,512.84	248.704	1.574	47,758.13	260.973	1.650	50,064.12	273.574
9	1.360	41,264.97	225.492	1.445	43,844.03	239.585	1.550	47,029.93	256.994	1.627	49,366.26	269.761	1.700	51,581.21	281.865
10	1.400	42,478.65	232.124	1.490	45,209.42	247.046	1.600	48,547.02	265.284	1.680	50,974.38	278.549	1.750	53,098.31	290.155
11	1.440	43,692.32	238.756	1.535	46,574.80	254.507	1.650	50,064.12	273.574	1.733	52,582.50	287.336	1.800	54,615.40	298.445
12	1.480	44,906.00	245.388	1.580	47,940.19	261.968	1.700	51,581.21	281.865	1.786	54,190.62	296.124	1.850	56,132.50	306.735
13	1.520	46,119.67	252.020	1.625	49,305.57	269.429	1.750	53,098.31	290.155	1.839	55,798.74	304.911	1.900	57,649.59	315.025
14	1.560	47,333.35	258.652	1.670	50,670.96	276.890	1.800	54,615.40	298.445	1.892	57,406.86	313.699	1.950	59,166.69	323.315
15	1.600	48,547.02	265.284	1.715	52,036.34	284.352	1.850	56,132.50	306.735	1.945	59,014.98	322.486	2.000	60,683.78	331.605

INSTRUCTORS SALARY SCHEDULE
SCHOOL YEAR 2015-2016

Base Pay 30,948.73 Contract days 183

Years Exp.	Bachelor			150 Semester Hours			Master Degree			Master Degree + 15			Master Degree + 30		
	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate
0	1.000	30,948.73	169.119	1.040	32,186.68	175.883	1.100	34,043.60	186.031	1.150	35,591.04	194.487	1.250	38,685.91	211.398
1	1.040	32,186.68	175.883	1.085	33,579.37	183.494	1.150	35,591.04	194.487	1.203	37,231.32	203.450	1.300	40,233.35	219.854
2	1.080	33,424.63	182.648	1.130	34,972.06	191.104	1.200	37,138.48	202.943	1.256	38,871.60	212.413	1.350	41,780.79	228.310
3	1.120	34,662.58	189.413	1.175	36,364.76	198.715	1.250	38,685.91	211.398	1.309	40,511.89	221.376	1.400	43,328.22	236.766
4	1.160	35,900.53	196.178	1.220	37,757.45	206.325	1.300	40,233.35	219.854	1.362	42,152.17	230.340	1.450	44,875.66	245.222
5	1.200	37,138.48	202.943	1.265	39,150.14	213.935	1.350	41,780.79	228.310	1.415	43,792.45	239.303	1.500	46,423.10	253.678
6	1.240	38,376.43	209.707	1.310	40,542.84	221.546	1.400	43,328.22	236.766	1.468	45,432.74	248.266	1.550	47,970.53	262.134
7	1.280	39,614.37	216.472	1.355	41,935.53	229.156	1.450	44,875.66	245.222	1.521	47,073.02	257.230	1.600	49,517.97	270.590
8	1.320	40,852.32	223.237	1.400	43,328.22	236.766	1.500	46,423.10	253.678	1.574	48,713.30	266.193	1.650	51,065.40	279.046
9	1.360	42,090.27	230.001	1.445	44,720.91	244.377	1.550	47,970.53	262.134	1.627	50,353.58	275.156	1.700	52,612.84	287.502
10	1.400	43,328.22	236.766	1.490	46,113.61	251.987	1.600	49,517.97	270.590	1.680	51,993.87	284.120	1.750	54,160.28	295.958
11	1.440	44,566.17	243.531	1.535	47,506.30	259.597	1.650	51,065.40	279.046	1.733	53,634.15	293.083	1.800	55,707.71	304.414
12	1.480	45,804.12	250.296	1.580	48,898.99	267.208	1.700	52,612.84	287.502	1.786	55,274.43	302.046	1.850	57,255.15	312.870
13	1.520	47,042.07	257.060	1.625	50,291.69	274.818	1.750	54,160.28	295.958	1.839	56,914.71	311.009	1.900	58,802.59	321.326
14	1.560	48,280.02	263.825	1.670	51,684.38	282.428	1.800	55,707.71	304.414	1.892	58,555.00	319.973	1.950	60,350.02	329.782
15	1.600	49,517.97	270.590	1.715	53,077.07	290.039	1.850	57,255.15	312.870	1.945	60,195.28	328.936	2.000	61,897.46	338.237

**INSTRUCTORS SALARY SCHEDULE
SCHOOL YEAR 2016-2017**

Base Pay 31,567.70 Contract days 183

Years Exp.	Bachelor			150 Semester Hours			Master Degree			Master Degree + 15			Master Degree + 30		
	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate	Index	Salary	Daily Rate
0	1.000	31,567.70	172.501	1.040	32,830.41	179.401	1.100	34,724.47	189.751	1.150	36,302.86	198.376	1.250	39,459.63	215.626
1	1.040	32,830.41	179.401	1.085	34,250.95	187.164	1.150	36,302.86	198.376	1.203	37,975.94	207.519	1.300	41,038.01	224.251
2	1.080	34,093.12	186.301	1.130	35,671.50	194.926	1.200	37,881.24	207.001	1.256	39,649.03	216.661	1.350	42,616.40	232.877
3	1.120	35,355.82	193.201	1.175	37,092.05	202.689	1.250	39,459.63	215.626	1.309	41,322.12	225.804	1.400	44,194.78	241.502
4	1.160	36,618.53	200.101	1.220	38,512.59	210.451	1.300	41,038.01	224.251	1.362	42,995.21	234.947	1.450	45,773.17	250.127
5	1.200	37,881.24	207.001	1.265	39,933.14	218.214	1.350	42,616.40	232.877	1.415	44,668.30	244.089	1.500	47,351.55	258.752
6	1.240	39,143.95	213.901	1.310	41,353.69	225.976	1.400	44,194.78	241.502	1.468	46,341.38	253.232	1.550	48,929.94	267.377
7	1.280	40,406.66	220.801	1.355	42,774.23	233.739	1.450	45,773.17	250.127	1.521	48,014.47	262.374	1.600	50,508.32	276.002
8	1.320	41,669.36	227.701	1.400	44,194.78	241.502	1.500	47,351.55	258.752	1.574	49,687.56	271.517	1.650	52,086.71	284.627
9	1.360	42,932.07	234.601	1.445	45,615.33	249.264	1.550	48,929.94	267.377	1.627	51,360.65	280.659	1.700	53,665.09	293.252
10	1.400	44,194.78	241.502	1.490	47,035.87	257.027	1.600	50,508.32	276.002	1.680	53,033.74	289.802	1.750	55,243.48	301.877
11	1.440	45,457.49	248.402	1.535	48,456.42	264.789	1.650	52,086.71	284.627	1.733	54,706.82	298.944	1.800	56,821.86	310.502
12	1.480	46,720.20	255.302	1.580	49,876.97	272.552	1.700	53,665.09	293.252	1.786	56,379.91	308.087	1.850	58,400.25	319.127
13	1.520	47,982.90	262.202	1.625	51,297.51	280.314	1.750	55,243.48	301.877	1.839	58,053.00	317.230	1.900	59,978.63	327.752
14	1.560	49,245.61	269.102	1.670	52,718.06	288.077	1.800	56,821.86	310.502	1.892	59,726.09	326.372	1.950	61,557.02	336.377
15	1.600	50,508.32	276.002	1.715	54,138.61	295.839	1.850	58,400.25	319.127	1.945	61,399.18	335.515	2.000	63,135.40	345.002

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 bylaws 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 System 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

DEFINITIONS

- (a) Comparable Evaluation: A three (3) year average with all areas above an ineffective rating shall be considered comparable.
- (b) Deficient: A significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in an ineffective rating.
- (c) Electronic Teacher and Principal Evaluation System (eTPES): The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- (d) Evaluation Cycle: The period of time for the completion of the evaluation procedure:
 - 1. The evaluation cycle for teachers using value added measures 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 an evaluation rating.
 - 2. The evaluation cycle for teachers using student learning objectives is completed when student growth measures resulting SLO's that were administered in the current school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating
- (e) Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%), or any other percentage allowed by the Ohio Revised Code in the future pursuant to an agreement with the Association.
- (f) Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

- (g) Evaluation Instrument: The forms used by the teacher's evaluator and located in the OTES Workbook produced by ODE.
- (h) Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- (i) Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the 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 to the teacher: Accomplished, Skilled, Developing, or Ineffective, unless changes are made to the Ohio Revised Code and upon agreement with the Association.
- (j) Observable Outcomes: Those data source/indicators of accomplishment, observations; artifacts, conversations by which the success of the Remediation Plan is determined.
- (k) Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- (l) Poorly Performing Teacher: A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

Note: During the term of this agreement, the number of completed evaluation cycles will not be sufficient to designate a teacher as poorly performing.
- (m) Remediation Plan: A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in an ineffective rating

- (n) Resources: The monetary, time, material and human resources provided to a teacher on a Remediation Plan.
- (o) Shared Attribution: The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- (p) Student Growth Measure (SGM): A unit of academic growth projected for a student over 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).
- (q) Student Learning Objective (SLO): A measurable academic growth target that a teacher sets 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.
- (r) 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.
- (s) Teacher Performance: 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.
- (t) Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

- (u) Timeline: A minimum of a six week period of time given to the teacher to meet the requirements, target dates and dates of review of the Remediation Plan.

PURPOSE

The objectives of the Professional Growth & Development Program are to improve teaching performance and to stimulate professional growth.

APPLICATION

Certificated staff who do not fall under the new evaluation system will be evaluated under the previous evaluation system.

EFFECTIVENESS RATING

- (a) The evaluation procedure contained in this agreement shall not be the primary factor in any decision concerning any teacher until three (3) evaluation cycles have been completed and include three (3) consecutive years of the Final Summative Rating.
- (b) The first year of collected data for the evaluation procedure shall be derived from the previous school year. The first evaluation cycle shall be completed by first day of May of the first 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.
- (c) Until three (3) years of data have been collected and three (3) evaluations cycles have been completed, all decisions concerning any teacher shall continue to be governed by the terms set forth in this agreement.
- (d) Final Summative Rating of Teacher Effectiveness form will be completed once the evaluation process is complete.

STUDENT GROWTH MEASURES

B Teachers are 10% vendor assessment 40% SLO.

C Teachers are 50% SLO (minimum of two SLOs)

- (a) No shared attribution shall be used in student growth measures, consistent with the Policy outlined by the Evaluation Committee.
- (b) ODE approved assessments will be used. If ODE approved assessments are unavailable to members then SLOs must be written

- (c) Teachers can write their own SLOs or complete them collaboratively.
- (d) Teachers can choose to grade their own SLO pre and post assessments. Once completed, the teacher will submit evidence of results from grades SLOs to their evaluator.
- (e) When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for review by the building SLO committee no later than October 14 of each school year. Nine week teachers are excluded for the 1st 9 weeks of the 2014-15 school year due to the lack of time to collect sufficient data.
- (f) The SLO committee shall review and approve all submitted SLOs and teachers will receive feedback from SLO Committee by November 5.
- (g) Any SLO that is rejected by the SLO committee shall be returned to the teacher/group with recommendations and a timeline of 10 days for the resubmission of the corrected SLO.
- (h) Students need to be present for October count and stay enrolled until the SLO is administered. Students with 45 days of excused or unexcused absences are excluded from being counted in SLO data.
- (i) Teachers shall administer the final assessment to determine student growth as defined in the approved SLOs.
- (j) Teachers complete local Student Growth Measure Scoring and report to Principal by May 1.
- (k) The SGM portion of the evaluation shall be derived from one (or a combination of) the following:
 - 1. ODE approved student assessments (vendor assessments), and
 - 2. menu of options determined locally such as SLOs.
- (l) The annual final summative rating of teacher effectiveness shall utilize value added data from the previous year in conjunction with the teacher performance rating from the current year.

Note: This is to ensure fair and equitable use of timelines for all teachers with all SGM scores based on the same year of data, i.e., data calendar.

- (m) All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum 2 weeks, i.e., depending on the academic calendar in use.
- (n) Factors in determining SGMs for purposes of any decision regarding a teacher must include, but are not limited to:
1. Attendance: A teacher evidencing (15) days or more excused absences in any semester, excluding personal days as defined in the negotiated agreement, may elect to defer consideration of student growth measures to a subsequent year or modify the SGM expectations in coordination with their evaluator. Students that accumulate 15 or more days of absence should be removed from the data when considering teacher contract status (this does not affect the OTES rating, merely decision on contract status)
 2. Teacher on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act for not less than 4 weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness, unless so requested by the teacher.
 3. Teachers with student teachers – A teacher who has a student teacher assignment for not less than 6 weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness, unless so requested by the teacher. A teacher with a student teacher shall ensure that they retain control of a minimum of two (2) class periods for the purpose of SGM for the period that the student teacher is teaching.
 4. Teacher who has been transferred – A teacher, who is involuntarily transferred to a different position (e.g. subject, grade level) shall have an SGM score consisting of a minimum of three (3) consecutive years of SGM data before any job action may be taken.

EVALUATION TIMELINE AND FORMS

- (a) No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.
- (b) The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- (c) If the board has entered into a limited contract or an extended limited contract, excluding one-year probationary contracts, with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.
- (d) During the final summative evaluation teachers are given a copy of everything used in the evaluation including scripting evidence and the rubric.
- (e) The date and time of the 30 minute observations will be pre-arranged between teacher and evaluator.
- (f) Uniform evaluation forms shall be used for the purpose of making written evaluations of the certificated/licensed staff members.
- (g) The forms adopted by the Board shall be attached as an appendix to this Agreement.
- (h) Evaluation forms will not be changed during the life of the Master Agreement unless mutually agreed by the Association and Board.

TEACHER PERFORMANCE

- (a) A teacher's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument.
- (b) Teacher performance assessments shall be based solely on:
 1. the evidence provided by the teacher,
 2. the formal observations of the teacher by the teacher's assigned evaluator, and
 3. the walkthroughs that are set forth in this agreement.

- (c) All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- (d) No inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.
- (e) 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 or audio devices.
- (f) Schedule of observations:
 - 1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by May 1st.
 - 2. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence or on a day immediately following an extended (documented) illness of three (3) days or more.
 - 3. Observation data should be recorded on OTES rubric with scripting evidence.
- (g) Observation conferences:
 - 1. All formal observations must be preceded by a pre-observation conference between the evaluator and the teacher within seven (7) working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed and evidence will be recorded on the OTES rubric.
 - 2. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within seven (7) working days following the formal observation. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement after this post-observation conference.

3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to data from pre-observation conferences recorded on OTES rubric, notes, scripting evidence from formal observations recorded on OTES rubric, artifacts, and classroom walk through data recorded on walkthrough forms, evidence collected during formal observations and walkthroughs.
4. A teacher may request one (1) formal observation at any time in addition to those required by this procedure, scheduled in collaboration between the teacher and evaluator.
5. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
6. All written information pertaining to evaluation shall be signed by the evaluator who is conducting the evaluation and the certificate/licensed staff member who is being evaluated, before such evaluation is submitted to the superintendent.
7. Such signature by the certificated/licensed staff member does not necessarily indicate agreement with the content of the report.
8. No additional evaluation comments may be added by the evaluator after the evaluation has been signed by the certificated/licensed staff member.
9. Both the certificated/licensed staff members and evaluator may react in writing to one another's comments.
10. All evaluation records, including the results of observations, written suggestions to the certificated/licensed staff member shall be in duplicate, one copy to be maintained by the administration in the official file and one copy to be maintained by the certificated/licensed staff member.

(h) Walkthroughs

1. A walkthrough is a formative assessment process that focuses on one (1) or no more than two (2) of the following components resulting in brief written notes or summary.
 - a. evidence of planning;
 - b. lesson delivery;
 - c. differentiation;
 - d. resources;
 - e. classroom environment;

- f. student engagement;
- g. assessment; or
- h. or any other component of the standards and rubrics approved for teacher evaluation.

2. The walkthrough shall consist of at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.
3. The teacher shall be provided a copy of the walkthrough form completed including all scripted and anecdotal documents relative to the walkthrough no later than 7 work days following the walkthrough.
4. At the request of the teacher, a formal debriefing shall occur no later than 7 work days after the walkthrough to discuss observations relative to the identified focus.
5. No more than 4 walkthroughs shall be conducted in each evaluation cycle, with a minimum of 2.
6. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

(i) Deficiencies identified through formal observations

1. Observations resulting in identification of significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in an ineffective rating shall be followed within five work days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post observation conference.
2. The Evaluator involved shall assist the employee in correcting identified deficiencies.
3. The remediation plan, as outlined in this section, may address the following:
 - a. issues within the performance rubric documented as deficient;
 - b. specific performance rubric expectations;
 - c. the allocation of financial and other resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher as deemed necessary by the evaluator;

- d. sufficient, specific timelines, not less than six (6) weeks, to allow for the remediation of identified deficiencies; and
 - e. the provision for a trained teacher mentor/coach as appropriate, who shall be provided release time for consultations/observations with the teacher under a remediation plan.
- 4. If a remediation plan is developed prior to March 1, the identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. For deficiencies that are successfully remediated during the remainder of the school year, those deficiencies shall be deemed remediated.
 - 5. If a remediation plan is developed after March 1, the teacher shall be permitted to continue remediation into the next school year.

CREDENTIALIALED EVALUATORS

Professional growth is a cooperative process. The Evaluator shall fulfill his/her role by:

- (a) Interpreting the purpose of the evaluation procedure to certificated/licensed staff members and its relationship to professional growth, development, and the assessments of professional competence.
- (b) Encouraging self-evaluation and self-improvement.
- (c) Creating an environment in which discussion and problem solving can take place with mutual understanding.
- (d) Commend where possible and constructively criticize when necessary.
- (e) Observe or visit classrooms for the purpose of evaluating job performance, and utilization of data collected to support evaluation judgment.
- (f) Being prepared to provide appropriate help as needed, and willing to provide as much help as possible.
- (g) Encouraging certificated/licensed staff members to invite the principal and supervisor into the classroom to see various phases of instruction
- (h) An evaluator shall be a credentialed administrator of the District or a credentialed administrator in the building in which the member is regularly assigned. At no time shall the evaluator be a bargaining unit member.

- (i) Annually, the Superintendent shall provide the Association President with a list of credentialed evaluators. The Association President may strike up to twenty percent (20%) of the list.
- (j) Each evaluator annually shall be required to successfully complete state mandated evaluator credentialing recertification.
- (k) The supervisor must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

The person who is responsible for assessing a teacher's performance shall be:

- (a) A district designated credentialed evaluator for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
- (b) An evaluator from the District's list of credentialed evaluators will be selected by the teacher with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
- (c) In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

PROFESSIONAL GROWTH PLAN

Professional growth plan shall be developed as follows:

- (a) For the 2014-15 school year:
 - 1. The Professional Growth Plan will be based on the results from the Self Assessment Summary Tool and recorded on the Professional Growth Plan.
- (b) For the 2015-16 school year:
 - 1. Teachers whose student's evidence expected levels or below expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators.

- (c) Professional growth plans for a school year shall be developed not later than September 30th.
- (d) Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.
- (e) The board shall provide for professional development, including mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers as set forth in this agreement.

PROFESSIONAL DEVELOPMENT

The Board shall provide for professional development to accelerate and continue professional growth and provide support to poorly performing teachers.

The Board shall provide for the allocation of financial resources to support professional development in compliance with state law as deemed sufficient by the evaluator.

ROLE OF THE EVALUATEE

Professional growth is a cooperative process. The Evaluatee shall fulfill his/her role by:

- (a) Making certain he/she fully understands the purpose of the evaluation program.
- (b) Approaching the evaluation process with a positive attitude.
- (c) Accept credit for successes as well as responsibility for failure.
- (d) Being willing to examine and improve his/her teaching methods and techniques through self-evaluation and administrative evaluation.
- (e) Taking an active part in the discussion and improvement phases of the evaluation process and knowing what worked well in the classroom as well as what did not.

SLO 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 SLOs and providing professional development on SLOs for the employees of the District.

Note: The recommendation is to create two committees to support the evaluation system – one for the evaluation system and one specifically for the SLO components. The evaluation committee’s charge is to assist in developing, maintaining, and suggesting changes to the evaluation instrument. The SLO committee’s charge is to assist in developing, maintaining, approving and suggesting changes to the SLOs the district uses.

A. SLO Committee Composition

1. The committee, shall be comprised of three (3) association members elected by the Association membership and three (3) administrators appointed by the superintendent and/or his/her designee. This committee’s work is in conjunction with the LPDC committee.
2. 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.
3. At the conclusion of the association member’s term, or removal therefrom, the association will elect a successor.

B. Committee Operation

1. Members of the committee will receive training on the writing of student learning objectives (SLOs) 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).
2. 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. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
3. 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.
4. All decisions of the committee shall be evidence-based and achieved by consensus.

5. Members of the SLO committee shall receive release time and compensation at \$250 per school year for work outside the contractual work day for committee work and training.
6. 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.

D. 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.

E. Committee Authority

1. The SLO committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.

ARTICLE XVIII – CREDIT FLEXIBILITY

- A. Flexible credit shall only be available to students for courses currently offered by the District in its regular vocational and academic programs.
- B. The Curriculum Supervisor will be an Administrator designated by the Board upon the recommendation of the Superintendent who will review and approve/disapprove student Flexible Credit Applications.
- C. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified/licensed in the area of flexible credit sought shall be assigned as the teacher of record. A teacher shall not be teacher of record for more than two (2) flexible credit students without the consent of the Curriculum Supervisor.
- D. The teacher of record will be paid a stipend of \$200.00 per student for credit sought for work associated with a student's Flexible Credit Plan. Such work shall be accomplished outside of the regular workday/work year. The teacher of record will receive such payment at final course completion whether or not the student earns credit for the course.
- E. The Board's policy on Credit Flexibility shall empower the teacher of record to make the determination about whether credit is/is not granted and what grade is assigned, if applicable, or level of mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a Flexible Credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student identify and agree on the learning outcomes that align with the District's approved curriculum in the context of the student's plan and how those outcomes will be assessed, which shall be documented on a form to be created by the Curriculum Supervisor.
- F. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the Curriculum Supervisor, whose decision shall be final.

ARTICLE XIX – RETIRE/REHIRE TEACHERS

- A. As used in this subsection, a “Retiree” is an individual who:
 - 1. Is eligible for service retirement status with STRS and has submitted a notice of retirement to the Board of Education; or
 - 2. Has attained service requirement status with STRS or an equivalent retirement plan in another state and is otherwise qualified by certification/licensure to teacher in a public vocational school system.
- B. Upon the recommendation of the Superintendent, the Board of Education may offer a one (1) year limited contract to a Retiree, at a step salary level no higher than Bachelor step five.
- C. Said contract shall expire automatically at the end of its stated term. No notice of non-renewal is required.
- D. Continuation of employment of a Retiree through offering a new one (1) year limited contract, which shall also automatically expire at the end of its term, shall be at the election of the Board and upon recommendation of the Superintendent.
- E. The requirements of Article IV of the negotiated agreement shall not apply to Retiree limited contracts.
- F. The parties specifically waive all rights for such employees pursuant to ORC 3319.11 and 3319.111 or their respective successors.
- G. While employed by the Board, a retiree:
 - a. Shall not retain or accumulate seniority;
 - b. Shall accumulate sick leave at 1.25 hours per month and may use personal leave in accordance with the negotiated agreement;
 - c. Shall not be entitled to a severance pay under the negotiated agreement upon conclusion of employment as a retiree;
 - d. The limited contracts of Retirees shall be the first suspended in the event of a reduction in staff.
- H. The decision to employ or to continue employment of a Retiree is in the discretion of the Board and is not subject to the negotiated grievance procedure.

ARTICLE XX – RESIDENT EDUCATOR PROGRAM

A. Purpose

A Resident Educator Program shall be implemented in the Belmont–Harrison Vocational School District for teachers new to the teaching profession working to obtain an initial five-year provisional educator license. The purpose of the program shall be to provide coaching, mentoring, and guidance utilizing formative assessment tools to beginning teachers to help improve their skills, knowledge and student achievement.

Resident Educators must participate in the Resident Educator Program.

B. Definitions

1. Resident Educator: A Resident Educator is a teacher employed in the District under a Resident Educator license or is retained by the Administration pursuant to Paragraph (C)(1)(e) below.
2. Resident Educator Mentor: A Resident Educator Mentor is a mentor trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a Resident Educator.
3. Resident Educator Coordinator: The Resident Educator Coordinator shall be an Administrator designated by the Board upon the recommendation of the Superintendent to manage the Resident Educator Program.
4. Formative Assessment: Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Resident Educator Mentors

1. Qualifications

- a. A Resident Educator Mentor must have a minimum of five (5) consecutive years of teaching experience in BHVSD.
- b. A Resident Educator Mentor must have demonstrated appropriate teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively.

- c. A Resident Educator Mentor must hold a five-year professional license or a two-year provisional license which has been renewed at least twice.
- d. A Resident Educator Mentor teacher must attend and complete state sponsored mentor training. Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Resident Educator Mentor will be compensated at one hundred dollars (\$100.00) per day.
- e. In the event there are no currently employed teachers in the district who meet the qualifications of subparagraphs (a) and (c), or if an insufficient number of qualified employed teachers in the District apply a sufficient number of Resident Educator Mentors from outside the District who are currently employed or retired, but otherwise meet the qualification of subparagraphs (b), (c) and (d).

2. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines as developed by ODE.
- b. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools and protocols to support the Resident Educator.
- c. The Resident Educator Mentor will be provided release time to observe Resident Educators up to three (3) times per year. The length of the observation and release time shall be subject to the discretion of the Superintendent or the Superintendent’s Designee. The Resident Educator Mentor may be granted additional release time to observe Resident Educators subject to the approval of the Superintendent/Designee.
- d. The Resident Educator Mentor shall meet and consult with their assigned Resident Educator at times outside of the student day.
- e. No Resident Educator Mentor shall participate in any informal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee.
- f. Serving as a Resident Educator Mentor may be incorporated into the Mentor teacher’s Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.

- g. A Resident Educator Mentor will not be assigned more than one (1) Resident Educator. A Resident Educator Mentor may volunteer to be assigned more than one (1) Resident Educator. If so, the Mentor shall receive an additional supplemental contract for each assigned Resident Educator.
- h. If a Resident Educator Mentor fails to follow the tenants listed in 3 (a) through (e) above the Mentor shall be immediately removed without recourse through the grievance procedure or ORC 3319.16.

3. Selection

All procedures within the Negotiated Agreement pertaining to the posting and filling of vacancies shall be followed for the selection of Resident Educator Mentors.

D. Resident Educators

- 1. Resident Educators will be assigned to a Resident Educator Mentor at the beginning of the school year.
- 2. Orientation to the Resident Educator Program shall be provided to all Resident Educators at the beginning of his/her first year of employment with the District.
- 3. Resident Educators shall be assigned a Resident Educator Mentor in the same area(s) of licensure and in the same grade level. If such assignment cannot be provided, the Resident Educator will be assigned a mentor who is closest to the Resident Educator's subject area in which he/she is licensed/certified and closest to the grade level in which the Resident Educator will be assigned.
- 4. Resident Educators will be provided release time to observe other teachers up to two (2) times per school year. The length of the observation and release time shall be subject to the discretion of the Superintendent or the Superintendent's Designee. The Resident Educator Mentor may be granted additional release time to observe Resident Educators subject to the approval of the Superintendent/Designee.

E. Resident Educator Coordinator

The Resident Educator Coordinator shall oversee the Resident Educator Program.

F. Confidentiality of Mentoring Process

1. All interactions, written or oral, between the Resident Educator Mentor and Resident Educator shall be regarded confidential. This section limits any obligation of the Board under the Ohio Public Records Act, O.R.C. Section 149.43.
2. The Resident Educator Mentor-Resident Educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative formal evaluation of the Resident Educator's performance.
3. No Resident Educator Mentor may be compelled to release information regarding the Resident Educator teacher's progress or to make recommendations regarding their employment.

G. Protections

1. The Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program.
2. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.
3. The Resident Educator shall be held harmless in the event that the District does not comply with the Resident Educator Program.

H. Compensation

1. Resident Educator Mentors shall be issued a limited supplemental contract and be compensated at the rate of Five Hundred Dollars (\$500.00) per year per mentee.
2. Training on the methods of assessment shall be provided to the Resident Educator Mentors and Resident Educators at no cost to the employee. Such training time shall be in addition to any other professional leave to which the Mentors and Resident Educators may be entitled.

ARTICLE XXI – 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 or electronic format 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 XXII – NO SMOKING POLICY

Smoking will not be permitted in any areas of the facilities where students are permitted. **“NO STUDENT ADMITTANCE”** signs will be posted at all entrances of the designated smoking areas.

ARTICLE XXIII – 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 XXIV – 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 laws 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 XXV – DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2014, through June 30, 2017, inclusive. It constitutes the entire understanding between the Board and Association and supersedes all previous written and verbal agreements and Memoranda of Understanding not otherwise specifically incorporated herein. At the request of either the Board or the Association, negotiations may reopen during the term of the contract on the sole issue of changes of insurance carrier(s) in Article X with all provisions of Article I applying.

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

BELMONT-HARRISON VOCATIONAL
EDUCATION ASSOCIATION

BY: *Joseph Mauty*
President

6-30-14
Date

BELMONT-HARRISON VOCATIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

BY: *Roger W. Stewart*
President

6-27-14
Date

Belmont-Harrison Vocational School District Professional Growth Plan

Teacher Name _____ School Year _____

Evaluator _____ Building _____

Self-Directed / Teacher Developed

Collaborative / Co-Developed with evaluator

ANNUAL FOCUS <i>These are addressed by the evaluator as appropriate for this teacher.</i>	DATE <i>Record dates when discussed</i>	AREAS FOR PROFESSIONAL GROWTH <i>supports needed, resources, professional development</i> <i>Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher</i>
Goal 1: Student Achievement/Outcomes for Students <i>Goal Statement:</i> 		
<i>Evidence Indicators:</i> 		
Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession <i>Goal Statement:</i> 		
<i>Evidence Indicators:</i> 		

Comments:

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

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

Belmont Harrison Vocational School District *Teacher Evaluation Observation Review*

Teacher Name _____ Date _____

Grade/Sub. Area _____

Evaluator Name _____

	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING				
ASSESSMENT DATA				
PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS				
KNOWLEDGE OF STUDENTS				
LESSON DELIVERY				
DIFFERENTIATION				
RESOURCES				
CLASSROOM ENVIRONMENT				
ASSESSMENT OF STUDENT LEARNING				
PROFESSIONAL RESPONSIBILITIES				

**Evidence collected and OTES adopted rubric will accompany this form.*

Overall Rating:
(this observation only)

_____ Ineffective

_____ Developing

Evaluator Signature _____

Teacher Signature _____

*** Signature does not indicate agreement with the contents; it simply indicates a receipt of the document.*

Belmont Harrison Vocational School District *Teacher Evaluation Informal Observation - Walkthrough*

Teacher Name _____ Grade/Subject Area _____

Observer Name _____ Date _____

Walkthrough time _____ Duration _____

Directions: This form serves as a record of an informal observation conducted by an approved/trained OTES administrator/approved evaluator. The observer will likely not observe all teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to support the summative evaluation of the teacher.

OBSERVER'S OBSERVATIONS:

	Instruction is developmentally appropriate.		Lesson content is linked to previous and future learning.
	Learning outcomes and goals are clearly communicated to students.		Classroom learning environment is safe and conducive to learning.
	Varied instructional tools and strategies reflect student needs and learning objectives.		Teacher provides students with timely and conducive feedback.
	Content presented is accurate and grade appropriate.		Instructional time is used effectively.
	Teacher connects lesson to real-life applications.		Routines support learning goals and activities.
	Instruction and lesson activities are accessible and challenging for students		Multiple methods of assessment of student learning are utilized to guide instruction.
	Student behavior is effectively managed and does not hinder instruction.		Students are engaged in learning activities.
	Other:		Other:

OBSERVER'S COMMENTS / RECOMMENDATIONS

Observers Signature _____

___ Copy to teacher

Belmont Harrison Vocational School District

Final Summative Rating of Teacher Effectiveness Worksheet

Teacher Name _____ Building _____

Evaluator Name _____ Date _____

Note: The information contained on this rating worksheet will be maintained in eTPES as prescribed by the Ohio Department of Education and Ohio Revised Code. The eTPES system calculates and maintains the final summative rating product.

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

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

	Ineffective	Developing	Skilled	Accomplished
Final Summative Overall Rating				

Evaluator signature _____ Date _____

Teacher signature _____ Date _____

- The signatures above indicate that the teacher and the evaluator have discussed the Summative Rating.
- 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.

Belmont Harrison Vocational School District

Teacher Remediation Plan

Teacher Name _____ Evaluator Name _____
 Grade Level / Subject _____ Building _____ School Yr. _____

Section 1: Improvement Statement *List specific areas for improvement as related to the Ohio Standards*

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

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

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Level of Performance Specifically Describe Successful Improvement Target(s)</i>

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 source of evidence that will be used to document the completion of the improvement plan.

<i>Actions to be Taken</i>	<i>Sources of Evidence that Will be Examined</i>

Section 4: Assistance and Professional Development

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

--

Follow up Observation Date (20-50 days) _____

Date for this improvement plan to be evaluated: _____

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

**the evaluator's signature on this form verifies that the proper procedures as detailed in law and contract have been adhered to.*

Belmont Harrison Vocational School District
Teacher Remediation 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 being 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:

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 Signature _____

Date _____

Evaluator Signature _____

Date _____

+the evaluator's signature on this form verifies that the proper procedures as detailed in law and contract have been adhered to.

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	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	<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</p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>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 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 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> <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

<p>KNOWLEDGE OF STUDENTS</p> <p>(Standard 1: Students)</p> <p><i>Sources of Evidence:</i></p> <p>Analysis of Student Data</p> <p>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 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>
<p>Evidence</p>				

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				
	<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>
	Evidence				

<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>
<p>Evidence</p>				

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>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

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

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
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				

**BELMONT-HARRISON VOCATIONAL SCHOOL
EDUCATION ASSOCIATION
TABLE OF CONTENTS**

<u>ARTICLE</u>		
	MASTER AGREEMENT.....	1
I	RECOGNITION.....	2
II	GRIEVANCE PROCEDURE.....	5
III	ASSOCIATION RIGHTS.....	10
IV	CONTRACTS.....	16
V	WORK DAY/CONTRACT YEAR.....	18
VI	REDUCTION IN STAFF – TEACHERS.....	19
VII	LEAVES.....	22
VIII	SCHOOL CALENDAR.....	26
IX	REGULAR PART-TIME PROGRAMS & BENEFITS.....	27
X	INSURANCE.....	28
XI	SEVERANCE PAY.....	31
XII	EXTENDED SERVICE.....	32
XIII	PLACEMENT ON SALARY SCHEDULE.....	33
XIV	SALARY.....	34
	SALARY SCHEDULES.....	36
XV	TUITION REIMBURSEMENT/LPDC & PROF DEVELOPMENT.....	39
XVI	STRS – BOARD “PICK-UP”	41
XVII	TEACHER EVALUATION.....	43
XVIII	CREDIT FLEXIBILITY.....	58
XIX	RETIRE/REHIRE TEACHERS.....	59
XX	RESIDENT EDUCATOR PROGRAM.....	60
XXI	PERSONNEL FILES.....	64
XXII	NO SMOKING POLICY.....	66
XXIII	MANAGEMENT RIGHTS.....	67
XXIV	MAINTENANCE OF STANDARDS/SEVERABILITY.....	68
XXV	DURATION OF AGREEMENT.....	69
APPENDIX A	TEACHER EVALUATION FORMS.....	70