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# **MASTER AGREEMENT**

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BY AND BETWEEN THE

**BELMONT-HARRISON VOCATIONAL  
SCHOOL DISTRICT**

AND THE

**BELMONT-HARRISON VOCATIONAL  
EDUCATION ASSOCIATION**

Effective July 1, 2020 through June 30, 2022

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## **MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 fifteen (15) minutes per day, thirty-six (36) hours, fifteen (15) minutes (36.25) 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-eight (28) 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. Both parties shall meet and exchange initial proposals no later than sixty (60) days prior to the expiration of the contract.
5. A mutually convenient meeting shall be held no later than sixty (60) days prior to the expiration of the contract.

6. No additional items shall be added to the negotiations other than those proposed by the parties in their initial proposals unless mutually agreed to by both parties.
7. 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.
8. 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.
9. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.
10. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent until impasse is declared. Once impasse is declared, either party may release information, including press releases, to the public regarding negotiations.
11. The Board will provide the final typed copies of items mutually agreed upon.
12. All employees shall receive an electronic copy of the final contract.

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 4417.14(C)(2)(6) and any other procedures to the contrary.

2. If no agreement is reached by the thirtieth (30<sup>th</sup>) 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 4 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 Superintendent 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. If no hearing is requested, the Superintendent 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.

- b. The employee shall also have the right to request a hearing from the Superintendent. The employee is entitled to representation at this and all succeeding levels. The Superintendent 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 Superintendent's decision and reasons for the decision.

### LEVEL 3

- 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 3 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 4

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level 3, 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) The Association must notify the Treasurer each school year regarding the amounts to be deducted. Deductions will occur starting in October and ending in August. However, for employees starting after October, the deductions will occur as soon as practicable.
- 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 copying, word processing, printing, and 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. 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. 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.

C. 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.

D. 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.

## **ARTICLE IV – CONTRACTS**

A. Teaching Contracts

1. The member contract and notifications of appointment shall be issued to members no later than May 25. Members are required to sign their teaching contracts within fifteen (15) work days of receipt. An employee who does not sign their contract will not receive their pay until the contract is signed. 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 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. Except as otherwise set forth in Ohio law, 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 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 first day of June, limited contract teachers who have been employed for three (3) or fewer years 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, 3319.111 and 3319.112, and such teacher shall have no rights to challenge said nonrenewal pursuant to the negotiated grievance procedure, ORC 3319.11, 3319.111, or 3319.112, 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. Termination 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 at Belmont and Harrison Campuses shall be seven (7) hours, fifteen (15) minutes including a duty-free lunch and a



forty (40) minute preparation and planning period each day, the starting and ending time for which shall be determined by the Administration. Satellite campuses will remain at current workday, provided they are currently working at least seven (7) hours, fifteen (15) minutes.

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.
3. Any makeup days/hours will be scheduled to satisfy the student instructional time requirement.

**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. 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.

- 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.
- G. 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.
- H. 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 five (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.

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. Reimbursement will only be paid if an itemized receipt is provided to the Treasurer.

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 purposes 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 none of the three (3) personal leave days granted for the school year as set forth in C.1 above are taken during the school year, the employee shall receive a bonus of \$150.00 to be paid in July.
  - b. If only one of the three (3) personal days granted for the school year as set forth in C.1 above 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. Additionally, the rolled-over day shall not be considered when determining days used for the bonus.
4. An employee hired after January 1 of a given school year shall only be entitled to 1.0 personal leave day to be used in accordance with this provision.

D. Court Service

An employee who is summoned for jury duty shall be granted all necessary leave. An employee shall be granted court leave when subpoenaed to provide testimony or information arising out of their employment with the Board. This does not include proceedings in which the employee is providing information or testimony adverse to the Board or in which the employee is a party in the matter. 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**

A. Calamity Days

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. However, such employees will need to report on any make-up days. Regular part-time employees shall receive full pay and compensation for such days.

## **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. 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 each school year which may be used for unrestricted leave at the discretion of the employee without loss of pay. Any personal leave not used by the end of the school year will be forfeited. 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. By agreeing to this provision, the parties expressly agree to waive O.R.C. §§3319.11 and 3319.111.
6. 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. 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. The Board shall pay the following monthly percentages toward the cost of hospital/surgical/prescription drug insurance:

|                         |                |
|-------------------------|----------------|
| For individual coverage | 85% of premium |
| For family coverage     | 85% of premium |

- b. 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.

3. 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. Ninety percent (90%) of the premium 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 90% of the 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 90% of the cost for family coverage.

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

**ARTICLE XI – SEVERANCE PAY**

1. The Board of Education shall pay any employee who elects to and does retire for sick leave accredited to the employee’s account 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.
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. 2020-2021 – 2.5% increase  
2021-2022 – reopener on base salary, insurance, and tuition reimbursement pursuant to Article XXVI – Duration of Agreement

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 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 \$12,500.00 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 five (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 2020-2021**

| <b>Base Pay</b> |          |           | <b>36,397.11</b> |                    |           | <b>Contract days</b> |               |           | <b>183</b> |                    |           |            |                   |           |            |            |  |
|-----------------|----------|-----------|------------------|--------------------|-----------|----------------------|---------------|-----------|------------|--------------------|-----------|------------|-------------------|-----------|------------|------------|--|
| Years Exp.      | Bachelor |           |                  | 150 Semester Hours |           |                      | Master Degree |           |            | Master Degree + 15 |           |            | Master Degree +30 |           |            | Years Exp. |  |
|                 | Index    | Salary    | Daily Rate       | Index              | Salary    | Daily Rate           | Index         | Salary    | Daily Rate | Index              | Salary    | Daily Rate | Index             | Salary    | Daily Rate |            |  |
| 0               | 1.000    | 36,397.11 | 198.891          | 1.040              | 37,852.99 | 206.847              | 1.100         | 40,036.82 | 218.780    | 1.150              | 41,856.68 | 228.725    | 1.250             | 45,496.39 | 248.614    | 0          |  |
| 1               | 1.040    | 37,852.99 | 206.847          | 1.085              | 39,490.86 | 215.797              | 1.150         | 41,856.68 | 228.725    | 1.203              | 43,785.72 | 239.266    | 1.300             | 47,316.24 | 258.559    | 1          |  |
| 2               | 1.080    | 39,308.88 | 214.803          | 1.130              | 41,128.73 | 224.747              | 1.200         | 43,676.53 | 238.670    | 1.256              | 45,714.77 | 149.807    | 1.350             | 49,136.10 | 268.503    | 2          |  |
| 3               | 1.120    | 40,764.76 | 222.758          | 1.175              | 42,766.60 | 233.697              | 1.250         | 45,496.39 | 248.614    | 1.309              | 47,643.82 | 260.349    | 1.400             | 50,955.95 | 278.448    | 3          |  |
| 4               | 1.160    | 42,220.65 | 230.714          | 1.220              | 44,404.47 | 242.647              | 1.300         | 47,316.24 | 258.559    | 1.362              | 49,572.86 | 270.890    | 1.450             | 52,775.81 | 288.392    | 4          |  |
| 5               | 1.200    | 43,676.53 | 238.670          | 1.265              | 46,042.34 | 251.597              | 1.350         | 49,136.10 | 268.503    | 1.415              | 51,501.91 | 281.431    | 1.500             | 54,595.67 | 298.337    | 5          |  |
| 6               | 1.240    | 45,132.42 | 246.625          | 1.310              | 47,680.21 | 260.548              | 1.400         | 50,955.95 | 278.448    | 1.468              | 53,430.96 | 291.972    | 1.550             | 56,415.52 | 308.282    | 6          |  |
| 7               | 1.280    | 46,588.30 | 254.581          | 1.355              | 49,318.08 | 269.498              | 1.450         | 52,775.81 | 288.392    | 1.521              | 55,360.00 | 302.514    | 1.600             | 58,235.38 | 318.226    | 7          |  |
| 8               | 1.320    | 48,044.19 | 262.537          | 1.400              | 50,955.95 | 278.448              | 1.500         | 54,595.67 | 298.337    | 1.574              | 57,289.05 | 313.055    | 1.650             | 60,055.23 | 328.171    | 8          |  |
| 9               | 1.360    | 49,500.07 | 270.492          | 1.445              | 52,593.82 | 287.398              | 1.550         | 56,415.52 | 308.282    | 1.627              | 59,218.10 | 323.596    | 1.700             | 61,875.09 | 338.115    | 9          |  |
| 10              | 1.400    | 50,955.95 | 278.448          | 1.490              | 54,231.69 | 296.348              | 1.600         | 58,235.38 | 318.226    | 1.680              | 61,147.14 | 334.137    | 1.750             | 63,694.94 | 348.060    | 10         |  |
| 11              | 1.440    | 52,411.84 | 286.403          | 1.535              | 55,869.56 | 305.298              | 1.650         | 60,055.23 | 328.171    | 1.733              | 63,076.19 | 344.679    | 1.800             | 65,514.80 | 358.004    | 11         |  |
| 12              | 1.480    | 53,867.72 | 294.359          | 1.580              | 57,507.43 | 314.248              | 1.700         | 61,875.09 | 338.115    | 1.786              | 65,005.24 | 355.220    | 1.850             | 67,334.65 | 367.949    | 12         |  |
| 13              | 1.520    | 55,323.61 | 302.315          | 1.625              | 59,145.30 | 323.198              | 1.750         | 63,694.94 | 348.060    | 1.839              | 66,934.29 | 365.761    | 1.900             | 69,154.51 | 377.893    | 13         |  |
| 14              | 1.560    | 56,779.49 | 310.270          | 1.670              | 60,783.17 | 332.148              | 1.800         | 65,514.80 | 358.004    | 1.892              | 68,863.33 | 376.302    | 1.950             | 70,974.36 | 387.838    | 14         |  |
| 15              | 1.600    | 58,235.38 | 318.226          | 1.715              | 62,421.04 | 341.099              | 1.850         | 67,334.65 | 367.949    | 1.945              | 70,792.38 | 386.844    | 2.000             | 72,794.22 | 397.783    | 15         |  |

**ARTICLE XV – TUITION REIMBURSEMENT/LPDC & PROFESSIONAL DEVELOPMENT**

A. Tuition Reimbursement

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

1. 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 or in the case of a satisfactory/non-satisfactory course, must be filed with their immediate supervisor who will in turn submit approval to the Treasurer’s Office.
7. To be eligible for reimbursement, the request must be submitted no later than September 15.
8. 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 \$300.00 per undergraduate semester hour and \$400.00 per graduate semester hour. Quarter hours will be reimbursed at \$150.00 per quarter hour for undergraduate and \$180.00 for graduate hours.

- b. The Treasurer shall allocate a combined maximum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) for teachers and support staff for tuition reimbursement each year.
  - c. Reimbursement per hour = \$22,500.00 divided by the total approved hours up to the maximum described in 8.a. above.
9. No teacher will be reimbursed by the Board if he/she receives grants, payments, or scholarships from some other source for tuition. If the grant payment or scholarship does not cover the full cost of tuition, the teacher may apply for the difference up to the maximum allowed.
10. 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**

The Board proposes the deletion of the language regarding evaluations set forth in this section and replacing it with the following: The Board shall follow the ODE guidelines and Policies for implementing and following OTES 2.0.

**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. Has retired from any public retirement service;
  - 2. Is otherwise qualified by certification/licensure and is experienced to teach in a public vocational school system.
- B. Insurance benefits will terminate for an employee on the last day of the month after the last contract day worked. Any remaining earned pay/salary will be paid in full within thirty (30) days of separation.
- C. 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.
- D. Said contract shall expire automatically at the end of its stated term. No notice of non-renewal is required. Therefore, unless the parties agree that the employee will return for the following school year, insurance benefits will terminate on the last day of the month after the last contract day worked. Any remaining earned pay/salary will be paid within thirty (30) days of separation.
- E. 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.
- F. The requirements of Article IV of the negotiated agreement shall not apply to Retiree limited contracts.
- G. The parties specifically waive all rights for such employees pursuant to ORC 3319.11, 3319.111 and 3319.112 or their respective successors.

- H. 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.
- I. 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. Career Technical

1. Qualifications

- a. A Career Technical Mentor must have a minimum of four (4) consecutive years of teaching experience in BHVSD.
- b. A Career Technical 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 Career Technical Mentor must hold a five-year professional license which shows the mentor has successfully completed the approved teacher preparation program and successfully passed either the Resident Educator Summative Assessment (RESA) or the performance based assessment.

2. Responsibilities

- a. The Career Technical Mentor shall provide support to the Career Technical Mentee(s) in the following areas:
  - i. Classroom Environment
  - ii. Curriculum
  - iii. Instruction
  - iv. Assessment
  - v. Program Review
  - vi. Recruitment
  - vii. Professionalism
- b. The Career Technical Mentor will be provided release time to observe Career Technical Mentees 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 Career Technical Mentor may be granted additional release time to observe Career Technical Mentees subject to the approval of the Superintendent/Designee.
- c. The Career Technical Mentor shall meet and consult with their assigned Career Technical Mentee at times outside of the student day.
- d. No Career Technical Mentor shall participate in any informal evaluation of a Career Technical Mentee, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a mentee.
- e. Serving as a Career Technical 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.

- f. A Career Technical Mentor will not be assigned more than one (1) Career Technical Mentee. A Career Technical Mentor may volunteer to be assigned more than one (1) Career Technical Mentee. If so, the Mentor shall receive an additional supplemental contract for each assigned Mentee.
- g. If a Career Technical Mentor fails to follow 2(a) through (d) 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.
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 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. 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.

D. 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.

E. 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 may convene a meeting with the teacher to discuss the matter. The administrator shall convene a meeting with the teacher to discuss the matter should the complaint lead to disciplinary action against the teacher. 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.

D. The Board and Association acknowledge that during negotiations which were preceding this Agreement, each party had the opportunity to make proposals and that the understanding and agreements arrived at by the parties are set forth in the Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties.

Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right to negotiate with respect to any such subject matter not specifically referred to or covered in the Agreement unless the subject matter is mutually agreed to by both parties.

The parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

**ARTICLE XXV – GUIDANCE COUNSELOR EVALUATIONS**

Guidance Counselors will be evaluated pursuant to Board policy, which shall conform with the framework for the evaluation of school counselors as approved by the State Board of Education.

**ARTICLE XXVI – DURATION OF AGREEMENT**

This Agreement shall remain in effect from July 1, 2020 through June 30, 2022, 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, with notice of intent provided to the other party by March 1, 2021, negotiations may reopen, effective for the beginning of the 2021-22 school year on the following Articles: Article X – Insurance, Article XIV – Salary, and Article XV – Tuition Reimbursement.

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

BELMONT-HARRISON VOCATIONAL  
EDUCATION ASSOCIATION

By:   
President

Date: 2/3/21

BELMONT-HARRISON VOCATIONAL  
SCHOOL DISTRICT BOARD OF  
EDUCATION

By:   
President

Date: 2/15/21