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**AGREEMENT  
BETWEEN THE  
BELPRE EDUCATION  
ASSOCIATION**

**AND**

**BELPRE CITY SCHOOLS  
BOARD OF EDUCATION**

**JULY 1, 2023 – JUNE 30, 2026**

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**ARTICLE 1      RECOGNITION AGREEMENT**

- 1.01 The Belpre City Board of Education, hereinafter referred to as the "Board", "The Board of Education", or "Administration", recognizes the Belpre Education Association, affiliated with OEA/NEA, hereinafter referred to as the "Association", or "BEA", as the sole and exclusive bargaining agent for the purposes of and as defined in Chapter 4117, for all members of the bargaining unit who shall be defined as, all certificated professional personnel both full and part-time, who are assigned and employed under a regular teaching contract, on leave, per diem, or hourly basis, as classroom teachers in the Belpre School District, performing bargaining unit work including but not limited to by way of illustration only classroom teachers K-12, adult (a), special, guidance counselors, librarians, and/or media specialists, team leaders, department heads (b), head teachers, nurses, and visiting teachers. The tutors, administrators, speech language pathologists, and behavior specialists holding a valid Board-Certified Behavior Analyst (BCBA) shall be excluded. However, substitutes will be included in the bargaining unit after completion of sixty (60) days of substituting in the same position. Upon becoming members of the bargaining unit such substitutes will be offered a long-term substitute contract which will come to an end upon the return to duty of the member replaced by the substitute or the end of the school year, whichever comes first. The Board shall not be required to non-renew the long-term substitute contract. Benefits will be limited to the 1<sup>st</sup> step of the salary schedule, insurance, sick leave (no calamity leave) and personal leave.
- 1.02 Except as provided elsewhere in this article, the parties agree that all positions not specifically included in the bargaining unit shall be excluded from the bargaining unit. Such exclusion includes the superintendent, assistant superintendents, director of business affairs, principals, assistant principals, and other administrative personnel, as defined in #4117.01 (k) of the Ohio Revised Code and/or all non-certified, and/or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Act.
- A. Adult education positions shall be considered bargaining unit positions only if general fund revenue is utilized to fund such position(s).
- B. The athletic director's position shall be considered to be in the bargaining unit if the position is filled by an employee otherwise in the bargaining unit.

**ARTICLE 2      NEGOTIATIONS PROCEDURE**

- 2.01 Pursuant to Section 4117.14 (C) (1) 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 established by the aforementioned statute.
- 2.02 Either the Association or the Board may initiate negotiations by submitting a written notice to negotiate no earlier than one hundred twenty (120) days or later than sixty (60)

days prior to the expiration of the contract. Within fifteen (15) days of receipt of said letter, the parties shall hold their first negotiating session. At this initial meeting date each party shall submit in writing all issues being proposed for negotiation. All proposals shall be in written format that indicates the proposed contractual changes. No additional issues shall be submitted by either party following this initial meeting unless mutually agreed upon by the teams of each party.

- 2.03 All negotiations shall be conducted in executive session exclusively between representatives of the Board and the Association. With Mutual agreement of the other party, either may call upon professional and lay consultants to supply information. Any costs incurred in the use of such consultants shall be borne by the requesting party.
- 2.04 Negotiation meetings shall be held at a time other than the regular school day unless otherwise mutually agreed. The negotiators for either group may request a caucus for independent discussions at any time. The parties agree that during the period of negotiations and prior to reaching a tentative agreement on all issues, the proceedings of the negotiations shall not be released or discussed with the public and/or the news media unless such an issuance has the prior approval of both parties.
- 2.05 All tentative agreements reached by the parties shall be initiated by both parties. Once tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.
- 2.06 Any time limits established under this article may be modified by mutual agreement of both parties. In applying the provisions of this article, “days” shall mean calendar days unless specified otherwise.
- 2.07 Upon reaching tentative agreement on all issues, the proposed agreement will be reduced to writing and submitted to the Association for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board for approval. Upon approval by the Board, the terms of the agreement shall become the collective bargaining agreement and both parties agree to abide by the terms and conditions thereof. The Association and Board shall split any cost (50/50) of printing the contract. The Board and Association shall distribute copies of the new agreement to the members of their respective groups.
- 2.08 If the parties cannot reach an agreement on all terms being negotiated, either party may declare impasse and request that all unresolved issues be submitted to mediation. Upon declaration of impasse by either party, within fifteen (15) days, a joint request signed by the president of the Association or designee, and the local superintendent or designee, shall be submitted to a mutually agreed upon mediator. If the parties cannot mutually agree upon a mediator within ten (10) days, a joint request signed by the president of the Association or designee and the local superintendent or designee shall be submitted to the Federal Mediation and Conciliation Services to appoint a mediator to assist in the resolution of all remaining issues. The cost of employing all mediation services shall be shared equally by the Association and the Board.

**ARTICLE 3      MANAGEMENT RIGHTS**

3.01    The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, and the administrative control of the school system and its properties and facilities. The exercise of the foregoing rights by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.

**ARTICLE 4      ASSOCIATION RIGHTS AND RESPONSIBILITIES**

4.01    BUILDING VISITS

The president of the Association or designee shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only after a request is made to the building principal.

4.02    NOTIFICATION OF NEW EMPLOYEES

The Board shall furnish the Association president with the names and home addresses of all new bargaining unit members, except for those bargaining unit members hired in August, at least fifteen (15) calendar days prior to the opening of school each year. The names and addresses of bargaining unit members hired in August shall be provided thereafter as soon as possible. Such information shall be for the use of the Association only.

4.03    BULLETIN BOARDS

The Association shall be provided bulletin board space in each school for posting notices and other materials relating to Association activities. The bulletin board may be identified with the name of the Association. Association representatives shall have the responsibility of maintaining the bulletin board.

4.04    ASSOCIATION BUSINESS

Representatives of the Association shall be permitted to transact Association business on school property so long as it does not interfere with the normal operation of the school. The Association shall be permitted to use a copy machine designated by the Board, with the Association supplying the paper and reimbursing the Board at a cost of 2.5 cents per copy. Such Association use will be permitted providing it does not interfere with the normal operation of the schools.



#### 4.05 TELEPHONES

Telephones may be used in any building by elected or appointed officers to carry out necessary Association business when such use does not interfere with the assigned duties of the bargaining unit member or does not interfere with the normal use of school phones for school business. The Association shall pay for all long-distance calls made by Association members conducting Association business.

#### 4.06 BUILDING MAIL BOXES

The Association may use the physical and/or electronic mail boxes in each building for the distribution of Association bulletins, newsletters, or other Association-related materials.

#### 4.07 OFFICIAL DOCUMENTS

The Association president will be provided with the following forms upon request: budget, training and experience grids, appropriations, and other official documents.

#### 4.08 ASSOCIATION MEETINGS

The first and third Thursday of each month will be meeting dates for the Association. In scheduling building and district meetings, the administration will consider previously scheduled Association meetings in an effort to minimize the number of meeting dates which may represent a conflict.

#### 4.09 BOARD POLICIES

Board Policies will be made to the Association online via Belpre City Schools Website. Upon request, the superintendent will meet with the president of B.E.A. to review policy additions and revisions.

#### 4.10 MONTHLY EXPENSE REPORTS

The Association president shall be provided monthly reports listing expenditures for professional trips and tuition reimbursement.

#### 4.11 OPENING DAY

The Association shall be provided a minimum of sixty (60) minutes at the opening day general staff meeting after the convocation and before lunch. If no general staff meeting is held the Association shall be provided sixty (60) minutes at the beginning of the day.

4.12 BOARD AGENDA

The Belpre Education Association President shall receive a copy of the complete Board agenda, resolutions, addenda, monthly financial reports and minutes at the same time it is made available to the Board members.

4.13 NEW TEACHER ORIENTATION

When new bargaining unit member orientation is scheduled, the Association president will be informed of the date and location and will be provided fifteen (15) minutes on the agenda for Association business.

4.14 ASSOCIATION MEMBERSHIP

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

**ARTICLE 5      GRIEVANCE PROCEDURE**

5.01 DEFINITIONS:

- A. A GRIEVANCE is an alleged violation, misinterpretation, or misapplication of the written agreement entered into between the Board and the Association.
- B. A GRIEVANT shall mean a person or group alleging a violation, misinterpretation, or misapplication of the provisions of the aforementioned agreement. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting two or more members of said group.
- C. The Association shall have the right to bring a grievance on behalf of the Association for an alleged violation, misinterpretation or misapplication of this written agreement.
- D. An APPROPRIATE ADMINISTRATOR shall mean the lowest level administrator having the authority to resolve the grievance.
- E. DAYS shall be defined as actual teacher work days during the school calendar year and shall be defined as Administrative work days (Monday – Friday, excluding holidays) during the summer when school is not in session.

5.02 GENERAL PROVISIONS:

- A. A grievance should be first discussed with the appropriate administrator prior to initiation of the formal grievance procedure. An appropriate administrator shall be defined as that administrator having the authority to resolve the grievance. If the grievance affects more than one (1) administrator, the Association shall have the right to begin the grievance at Level II.
- B. A grievance shall be reduced to writing at Level I on the grievance form contained in the Appendix, and shall include: (a) a reference to the specific section of the agreement that allegedly forms the basis for the grievance and a statement of the grievance; (b) the relief sought; and (c) the date of initiating the procedure. A grievance will be signed by the teacher filing the grievance or by the Association president/grievance chair if an Association grievance.
- C. The Association shall be available to assist any grievant in preparing the proper and complete information necessary to expedite the procedure.
- D. Counsel of choice may be used by any party involved in the formal grievance procedure at all levels. Counsel for bargaining unit members shall only be official representatives of the Association.
- E. The time limits shall be considered maximum, unless otherwise extended to a certain time by mutual written agreement of the parties involved.
- F. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- G. Failure of the administration to respond in the time limit stated shall mean that the grievance shall be advanced to the next level immediately upon notification in writing by the grievant that the allotted time limit has passed without a response.
- H. A grievance may be initiated at Level II when it has been determined in writing by the building principal that the subject is not within his/her realm of responsibility or control.
- I. Resolution of a grievance at any level shall apply only to the stated grievance.
- J. Nothing contained in this procedure shall be construed as limiting the individual rights of any bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.

- K. This grievance procedure shall limit the right of any bargaining unit member from using other professional or legal rights in resolving a complaint or problem which is subject to a grievance on the same issue.
- L. No reprisal shall be made against any party involved in the use of this grievance procedure.
- M. A grievance may be withdrawn by the aggrieved at any level without prejudice or record.
- N. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participant involved in the procedure herein described.
- O. If a grievant elects to represent himself/herself without Association representation, the Association president shall be notified of the hearing time and date and an Association representative may be present at the adjustment. The Association president will be provided with a copy of the administrative decision within three (3) days of the decision being given to the grievant.
- P. All records, documents, or communications concerning a grievance, except two (2) copies, shall be destroyed upon resolution of the stated grievance. One (1) copy will be retained by the superintendent's office and the other copy will be retained by the Association.
- Q. Grievants shall be given forty-eight (48) hours advance notice prior to the actual hearing being conducted.

#### 5.03 LEVEL I - ADMINISTRATION:

- A. A copy of the written grievance shall be submitted to the appropriate administrator within thirty (30) days of the grievant becoming aware of the grievance.
- B. A meeting date shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance.
- C. Within ten (10) days of the hearing, the administrator shall provide the aggrieved and Association with a written response stating his/her position and his/her suggested resolution of the grievance.

#### 5.04 LEVEL II - SUPERINTENDENT:

- A. If the aggrieved is not satisfied with the suggested resolution or no decision has been received in Level I, he/she may, within ten (10) days after the time limit for the administrator's written response, submit his/her grievance to the superintendent and request a hearing of the grievance.

- B. The hearing shall be within ten (10) days of the request.
- C. Within ten (10) days of the hearing, the superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

#### 5.05 LEVEL III - BOARD OF EDUCATION

- A. If the aggrieved is not satisfied with the suggested resolution received or no decision has been received in Level II, he/she may, within ten (10) days after the time limit for the superintendent's response, submit his/her grievance to the Board of Education and request a hearing to discuss the grievance in executive session.
- B. If the Board accepts the grievance for review, a hearing shall be conducted in Executive Session at the next regularly scheduled board meeting. Any Level III grievances will be heard at the beginning of Executive Session with other business of the Board to be handled after the grievance hearing. If the Board does not accept the grievance for review the grievant will be notified in writing by the superintendent or designee.
- C. If the Board accepts the grievance for review, Board will, within ten (10) days following the close of the hearing, provide the aggrieved with a written response stating its decision as to the resolution of the grievance.

#### 5.06 LEVEL IV - ARBITRATION

- A. If the aggrieved is not satisfied with the suggestion for resolution or no resolution is received within ten (10) days of the Level III hearing, or if the Board does not accept the grievance, he/she may, within ten (10) days following notice of the Board's denial of the review, request that the issue be submitted to arbitration. The Association Executive Committee must approve the advancement of any grievance to arbitration and the Association President will provide the Superintendent with written confirmation of such approval within the time provided for the advancement of the grievance to arbitration.
- B. The Association shall petition that the American Arbitration Association provide a panel of arbitrators to both parties in accordance with the American Arbitration Association voluntary rules and regulations. Selection of the arbitrator shall be according to the voluntary rules and regulations of AAA. Either party may request the American Arbitration Association to provide a second list of arbitrators.
- C. Upon selection, the arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA. The arbitrator shall hold the necessary hearing promptly and issue the written decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on the parties.

- D. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from or modify the language therein in arriving at the decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to the arbitrator.
- E. The fees and expenses of the arbitrator shall be paid by the losing party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses, except where it is agreed that such hearing is during a witness' regular hours of employment.

#### 5.07 RELEASE TIME

Grievance hearings shall be conducted at a time and location designated by the American Arbitration Association which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non teaching time of personnel involved. When such hearings are held during regular working hours, not more than three (3) members of the association will be given a full day release time with pay for attendance at the grievance hearing.

### **ARTICLE 6      EMPLOYMENT STATUS**

#### 6.01 REGULAR EMPLOYMENT CONTRACTS

All bargaining unit members employed by the board shall receive written contracts. The contracts shall include:

- A. Name of the bargaining unit member
- B. Name of the school district
- C. Type of contract
- D. Duration of contract
- E. Annual salary and basis for determining the amount. Such information shall be given only for the initial year of a multi-year contract and said information will be provided in the annual salary notification thereafter during the term of the contract.
- F. Provision for the appropriate signatures and date.

## 6.02 SUPPLEMENTAL EMPLOYMENT CONTRACTS

Bargaining unit members assigned additional responsibilities by Board action, for which additional compensation is granted shall be given a separate written contract in addition to the regular teaching contract. The supplemental contract shall be for one year. It shall indicate the following:

- A. Specific supplemental assignment
- B. Effective dates of assignment
- C. Salary and dates of payment
- D. Signature of both parties to the contract and the date of signing.

Supplemental positions for the following year shall be posted by May 1<sup>st</sup>.

## 6.03 ISSUING AND VOIDING CONTRACTS

The issuance of renewed limited contracts, new continuing contracts, and salary notices shall be completed by July 1. Signed contracts shall be returned by the bargaining unit member no later than July 15. If a contract is not signed and returned to the Board by July 15, it may be deemed to be null and void.

## 6.04 SEQUENCE OF CONTRACTS

Bargaining unit member contracts will be issued in the following sequence: one year, two years, three years and five years. A bargaining unit member that is eligible for a contract of increased duration under the contract sequence shall be considered for such a new contract only if the bargaining unit member was available to be evaluated according to the evaluation procedures in Article 7 for at least one of the last two years of the preceding contract. If the bargaining unit member was not so available for evaluation, then the Board shall have the option of offering a limited contract equal to the length of the expiring contract or the Board may elect to extend the member's limited contract by one year in order to complete the evaluation procedure. On the basis of an evaluation of "needs improvement" the contract sequence may be interrupted by issuance of a contract with a duration of one (1) year. If at any time it is necessary to issue such a contract, the bargaining unit member will be notified, in writing, of the need for improvement, and shall be provided with recommendations for improvement and assistance. The need for improvement must have been reflected in the evaluations given during the duration of the limited contract. Failure of the Board to give a bargaining unit member written notice of a nonrenewal or the issuance of a one (1) year "period for improvement" contract shall result in the bargaining unit member being issued the length contract in accordance with this Article.

## 6.05 TEACHING EXPERIENCE

The Belpre Schools will recognize "years of teaching experience" as follows:

- A. All years of teaching experience in the Belpre Schools with each year consisting of at least one hundred twenty (120) days under a bargaining unit member's contract.
- B. Bargaining unit members newly employed in the district, with verified experience from public or chartered nonpublic schools of at least one hundred twenty (120) days under a teacher's contract, shall be placed on the salary schedule and receive service credit for all years of experience.
- C. One year of teaching experience will be recognized for each two years of one-half (1/2) day assignments of at least one hundred twenty (120) days under a teacher's contract.
- D. Bargaining unit members who began employment beginning the second semester shall receive their increments at midyear.
- E. Notwithstanding any provision of this Agreement to the contrary, teachers who are retired from teaching service and receiving retirement benefits from the State Teachers Retirement System of Ohio or from a similar retirement system of another state ("Retired Teachers") may be employed under the following conditions: (1) the retired teacher shall not be eligible for a continuing contract, (2) initial year salary placement shall be consistent with the training level of the retired teacher, with an initial salary step of "0" years experience and "0" years seniority. Step increases and years of seniority shall accumulate consistent with the practice of non-retired members. Contracts issued to retired teachers shall not exceed one year in length. Not more than three (3) retired teachers will be employed by the Board under this section.
  - 1. Any current bargaining unit member who is contemplating retirement from Belpre City Schools shall have the opportunity to discuss his/her reemployment with the Superintendent prior to making a retirement decision, if the bargaining unit member so requests. At that meeting, the superintendent shall inform the bargaining unit member of his/her intention to recommend the bargaining unit member for re-employment.
  - 2. If the superintendent makes such a commitment, the Association president shall be notified of the intent to recommend the bargaining unit member for reemployment. The bargaining unit member's position shall not be considered vacant and Section 8.03 shall not apply to the position specified above.
  - 3. If the Board does not accept the superintendent's recommendation or if the retired bargaining unit member elects not to accept reemployment, the



position shall be considered a vacancy and will be posted and filled in accordance with Section 8.03.

#### 6.06 NON-RENEWAL OF LIMITED CONTRACTS

- A. The nonrenewal of a bargaining unit member's limited contract shall be for just cause. Reasons for the nonrenewal shall be given to the bargaining unit member five (5) working days following Board action to non-renew. The provisions of this paragraph shall apply to bargaining unit members who have completed three (3) years of employment with the Belpre Board or who had been regularly employed by the Board in a bargaining unit position prior to November 1, 1993. The Parties intend this Section to supersede and take the place of Revised Code Sections 3319.11 and 3319.111. This exclusive method for the challenge of the nonrenewal of a "just cause" limited contract is through the grievance procedure in this Agreement.
- B. All employees initially employed by the Board in bargaining unit positions on or after October 1, 1993 and who have not completed three (3) years of employment service in a bargaining unit position with the Board shall be non-renewed in accordance with 3319.11 of the Ohio Revised Code. However, the issue on appeal shall be whether the Board has complied with Article 7 - Evaluation Procedures but not Section 3319.111 of the Ohio Revised Code.

#### 6.07 CONTINUING CONTRACTS

When a teacher becomes eligible for a continuing contract in the midst of a multi-year limited contract, the teacher will be eligible for a continuing contract the following April providing the teacher provides written notice no later than September 1 of the intention to meet the requirements for said continuing contract. All transcript evidence showing the eligibility for the continuing contract must be received by the board no later than April 1. All options regarding the issuance of the contract will be governed by Ohio law.

### **ARTICLE 7      EVALUATION**

#### A. EVALUATION MODEL AND PURPOSE

The Board is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in Ohio law.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District, students, and teachers. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well

as promotion and retention decisions for teachers. The purpose of the evaluation is to improve instruction and to make a record of the teacher's performance.

The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement, except as provided by Section B of this article. The content of the evaluation is not grievable; however, a bargaining unit member may grieve a violation of the evaluation process.

Evaluation of certified/licensed teaching staff will be based upon the Ohio Teacher Evaluation System (OTES). The evaluation of teachers, who spend fifty percent (50%) or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, which aligns with the Standards for the Teaching Profession set forth in state law. The definitions prescribed in the Ohio Revised Code 3319, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

#### B. EVALUATION COMMITTEE

The Board and Association hereby establish an ongoing Evaluation Committee, consisting of up to four (4) teachers and up to four (4) administrators, for the purpose of monitoring legal developments and recommending revisions of this Article during the term of this agreement. Any recommended revisions will require ratification by the Board and the Association during the term of this agreement, unless mandated by law. The teacher members of the committee will be selected by the Association. The first meeting of this committee shall be held no later than October 1<sup>st</sup> each year unless the Administration and Association agree that there is no need for a meeting. The Evaluation Committee shall keep minutes summarizing its meetings.

The Evaluation Committee is responsible for:

1. Reviewing and making recommendations on the OTES/OSCES and non-OTES evaluation procedures and instruments.
2. Review, discuss, and make a recommendation for conducting virtual observation(s) and walkthrough(s) utilizing the OTES/Non-OTES/School Counselor rubric(s).
3. Making recommendations as set forth throughout Article 7 titled Bargaining Unit Member Evaluation.
4. Shall annually review the evaluation process and instruments for the Non-OTES evaluation system and make a recommendation(s) during the term of this contract.

## C. DEFINITIONS

1. “OTES 2.0” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education.
2. “Teacher” – For purpose of this Article, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:
  - a. A license issued under ORC Sections 3319.22, 3319.226, or 3319.26; or
  - b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
  - c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
  - d. A permit issued under ORC Section 3319.301.
3. “Certified/Licensed Counseling Staff” - Evaluation of certified/licensed counseling staff will be based upon the Ohio School Counselor Evaluation system (OSCES). The evaluation of school counselors shall be in accordance with this procedure, which aligns with the Standards for the Ohio School Counselors. The definitions prescribed in the Ohio Revised Code 3319.113, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.
4. “Non-OTES Certified Staff” - The evaluation of bargaining unit members, who spend fifty (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure. The goal of the policy and the formal evaluation procedure is improvement of instruction and/or support/related services. The School Nurse, Library Media Specialist, Maker Space Specialist, Gifted Coordinator, and any other bargaining unit member identified by mutual agreement between the Superintendent and Association President will be evaluated as Non-OTES certified staff.
5. “Credentialed Evaluator” – For purposes of this Article, full-time District administrators who are credentialed shall be responsible for evaluation of the performance of teachers/school counselors. The evaluator shall also be credentialed by the Ohio department of Education to administer the Ohio Teacher Evaluation System (OTES)/Ohio School Counselor Evaluation System (OSCES) so long as such credentialing exists. If a teacher/school counselor is being evaluated by someone other than his/her building principal or immediate supervisor, the teacher/school counselor will be notified of their intended credentialed evaluator no later than September 15 or within thirty (30) days of employment if employed after the start of the school year. However, bargaining

unit members shall not serve as credentialed evaluators. Where a teacher/school counselor is under a continuing contract or under consideration for renewal/non-renewal or under an improvement plan, a full-time district administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances. No third-party evaluators will be utilized.

6. “Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on state issued standardized assessments.
7. “Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of- course examinations for grade level and subjects for which the Value-Added measure does not apply.
8. “Poorly Performing Teacher” – A teacher who has received a summative evaluation rating of “Ineffective” for two out of the last three most recent school years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and has unsatisfactorily, or not completed, a professional improvement plan during the subsequent school year.
9. “High Quality Student Data“ - The high-quality student data instrument used must be reviewed and approved by the District Evaluation Committee to ensure it meets all of the following criteria:
  - A. Align to learning standards
  - B. Measure what intends to be measured.
  - C. Be attributable to a specific teacher for course(s) and grade level(s) taught
  - D. Demonstrate evidence of student learning (achievement and/or growth)
  - E. Follow protocols for administration and scoring.
  - F. Provide trustworthy results.
  - G. Not offend or be driven by bias.
10. “eTPES” - Electronic Teacher and Principal Evaluation System
11. “Ohio ES” - Ohio Evaluation System (Ohio ES).

The Superintendent shall choose the minimum required option for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for eTPES or Ohio ES data shall be kept in the teacher's/counselor's personnel file and not placed into eTPES or OhioES.

Bargaining unit members shall not be required to enter additional data other than what is required by the selected eTPES/OhioES option into eTPES/OhioES. Violation is grounds for a grievance under Article 2.

Prior to final submission of the data to eTPES/OhioES, the administrator shall provide the teacher with the data within five (5) days of the final submission date.

#### D. STANDARDS-BASED TEACHER EVALUATION

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating.

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance using OTES 2.0 rubric.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on school counselor performance (Standards 1-6) and the metric of student outcomes (Standard 7). For School Counselors, the metric of Student Outcomes refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that a student's skills, knowledge or behavior have positively changed as a result of the school counselor's actions.

In the event the Ohio Legislature modifies these criteria for teachers or school counselors; the Union and the Board agree to negotiate on the limited issue of whether these criteria should also be modified in this Article.

Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.

The Superintendent or designee shall annually file a report to the Department of Education including only information required by law.

#### E. ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*.

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

F. FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

1. All teachers/school counselors, on a full evaluation cycle, shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year.

The formal evaluation cycle for teachers shall consist of a professional growth/improvement plan, a pre-observation conference(s) (optional at member's discretion), a formal holistic observation [minimum of thirty (30) minutes), a post-conference(s), classroom walkthroughs(s), a formal focused observation(s) (minimum of thirty (30) minutes), and a final summative conference.

The formal evaluation cycle for school counselors shall consist of a professional growth/improvement plan, a pre-observation conference(s) (optional at counselor's discretion), formal observation(s) (minimum of thirty (30) minutes, post-conference(s), and walkthrough(s).

The first observation shall be conducted and completed no later than December 1st and the teacher being evaluated shall receive a written report of the results of this observation no later than December 15<sup>th</sup>. The final observation shall be conducted and completed no later than April 15<sup>th</sup>, and the teachers/school counselors being evaluated shall receive a written report of the results of the teacher performance evaluation no later than May 1<sup>st</sup>. There shall be no less than 20 classroom days between the end of an observation cycle and the beginning of a

subsequent observation cycle unless mutually agreed upon by the evaluator and the teacher/school counselor.

Each teacher that is within year three of the Resident Educator Program, or is taking the Resident Educator Summative Assessment for the first time, shall not be evaluated unless the bargaining unit member or evaluator requests one prior to October 1 of that year.

2. Teachers/school counselors who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and three (3) classroom walkthroughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.
3. The formal observation shall consist of an optional pre-observation conference (at the member's discretion), a formal holistic or formal focused observation, and a post-conference. Formal observations shall be scheduled and conducted in collaboration with credentialed evaluators and the teacher/school counselor. The optional pre-observation conference will occur within five (5) workdays of the observation and the post-conference will occur within ten (10) workdays following the observation, unless the teacher/school counselor or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher/school counselor will provide the optional pre-observation (at the member's discretion) form to the credentialed evaluator at least one (1) school day prior to the optional pre-observation conference. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post-observation conference. At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.
4. A walkthrough/informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough. A walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes. The time frame could be extended with mutual consent. Within five (5) workdays of completing the walkthrough, the evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data form. Should the evaluator observe any performance/deficiencies, a written notation of such deficiencies will be provided to the teacher within five (5) days. Should the evaluator fail to notify the teacher of an observed deficiency within the above timeline, said deficiency may not be

used as evidence in the summative teacher performance evaluation. If the teacher/school counselor requests to meet the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.

5. The monitoring or observation of a teacher's work performance will be conducted openly and with the teacher's knowledge. Information in the evaluation must be based on the direct observation and/or documentation of an administrator.
6. A formal observation or walkthrough will not be conducted one (1) workday before or following a holiday.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism. Forms used in the evaluation process shall follow OTES and be included in the Appendix of this Agreement.

No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OSCES Self-Assessment Form) unless required by the Resident Educator Program. This tool may be used by a teacher/school counselor as a resource.

#### G. LESS FREQUENT EVALUATION CYCLES

Teachers/school counselors who are rated Accomplished on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every three (3) years unless s/he is up for renewal, provided the teacher/school counselor submits a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing action steps, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

Teachers/school counselor who are rated Skilled on the most recent evaluation will be subject to a Full Evaluation cycle once (1) every two (2) years unless s/he is up for renewal, provided the teacher/school counselor and the evaluator jointly develop a Professional Growth Plan for the teacher/school counselor, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing an action step, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.



The Less Frequent Evaluation Cycle consists of a professional growth plan, one (1) informal walkthrough, and one post-conference discussion of progress on the Professional Growth Plan.

A teacher/school counselor may request a formal observation at any time, in addition to those required. Such requests may be denied by the Evaluator. The evaluator will supply the teacher/school counselor with the reason for the denial in writing.

#### H. EVIDENCE

Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference, formal observations, walkthroughs, post conference, and other substantiated factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized test, course completion, graduation rate, attendance, ACT/SAT, discipline resorts, office referrals, counselor logs, teacher feedback surveys, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys.

#### I. HIGH QUALITY STUDENT DATA

High Quality Student Data (HQSD) will apply as long as required by law.

Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which includes HQSD.

The high-quality student data instrument used must be reviewed and approved by the District Leadership Team to ensure it meets all of the following criteria:

- A. Align to learning standards
- B. Measure what intends to be measured.
- C. Be attributable to a specific teacher for course(s) and grade level(s) taught
- D. Demonstrate evidence of student learning (achievement and/or growth)

- E. Follow protocols for administration and scoring.
- F. Provide trustworthy results.
- G. Not offend or be driven by bias.

J. FINAL SUMMATIVE EVALUATION CALCULATION

A teacher's final summative evaluation rating shall be determined based on teacher performance using OTES 2.0 rubric.

All teacher/school counselor final summative evaluations are completed by May 1, with a written copy of the evaluation results and final holistic rating provided to the teacher by May 10<sup>th</sup> and signed by the evaluator and the teacher/school counselor via eTPES. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on school counselor performance (Standards 1-6) and the metric of student outcomes (Standard 7). For School Counselors, the metric of Student Outcomes refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that a student's skills, knowledge or behavior have positively changed as a result of the school counselor's actions.

In the event the Ohio Legislature modifies these criteria for teachers or school counselors; the Union and the Board agree to negotiate on the limited issue of whether these criteria should also be modified in this Article.

K. APPEALS OF EVALUATION CONTENT

- 1. Appeals statement
  - a. The teacher will use the Appeals Document to provide an exact description of issues being appealed with justification and/or documentation. An appeal can be filed at any point in the evaluation process. The deadline to appeal an evaluation is ten (10) workdays following receipt of the final summative evaluation.
  - b. Copies will be provided to the evaluator and Superintendent.
- 2. A conference will be scheduled within ten (10) days to discuss the appeal statement with the evaluator and Superintendent. Both evaluator and teacher shall bring evidence to the conference to support his/her position.

3. The written outcome could include evaluation revision, additional observations, and/or a written rebuttal. Evidence shall be used to determine the outcome of the appeal.
4. A teacher shall be entitled to Association representation at any Appeals conference.

L. PROFESSIONAL GROWTH PLANS AND IMPROVEMENT PLANS

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic observation and aligned to any existing school district or building improvement plan. These plans will be due to the evaluator by October 1<sup>st</sup> of the following school year.

A. Professional Growth Plan

Teachers will be required to make adequate progress on their Professional Growth Plan as defined in order to remain on a Less Frequent Evaluation cycle.

A teacher with a final holistic rating of Accomplished will develop a self-directed Professional Growth Plan and may choose their credentialed evaluator from those available to the Board for that purpose.

A teacher with a final holistic rating of Skilled will develop a jointly directed Professional Growth Plan.

A teacher with a final holistic rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator.

A school counselor who is rated Accomplished, Skilled or Developing will develop a professional growth plan in collaboration with his/her assigned evaluator.

Each school counselor will develop a Professional Growth Pan on an annual basis no later than October 1<sup>st</sup>.

B. Improvement Plan

A teacher with a final holistic rating of Ineffective will be placed on an Improvement Plan.

A school counselor who is rated Ineffective will be placed on an Improvement Plan.

If a teacher/school counselor is on an Improvement Plan they will be assigned a PAR Consulting Teacher (if a teacher has a resident educator mentor, the resident educator mentor may also serve as the support teacher to the resident educator).

PAR Consulting Teacher: A mentor teacher/counselor who supports a teacher/counselor who has been placed on an Improvement Plan.

1. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms. A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric.
2. The Credentialed Evaluator shall meet with the teacher/school counselor and PAR Consulting Teacher to review and revise the Improvement Plan with input from the teacher/school counselor and PAR Consulting Teacher before the Improvement Plan is finalized and implemented.
3. If the district anticipates taking adverse employment action against a bargaining unit member on an extended limited contract based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
4. The teacher will be informed that he/she has the right to have a BEA representative present.
5. A copy of the Professional Improvement Plan will go to the BEA President and the Superintendent prior to implementation.
6. The teacher will be in the intervention phase until the next completed evaluation cycle unless released after consultation between the evaluator, participating teacher and consulting teacher.
7. A copy of the Improvement Plan forms are listed in Appendices.

#### M. PROFESSIONAL DEVELOPMENT PLAN RESOURCES

In accordance with the State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this Article. The plan will be reviewed annually by the Evaluation Committee.

N. REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers will be in accordance with nonrenewal and termination statutes of the ORC and/or the relevant provisions of this Agreement.

Except as otherwise specified in the terms of this Agreement, nothing in this Article will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law.

O. NON-OTES EMPLOYEES

[Non-OTES Evaluation Procedures will be amended to reflect amendments to the OTES Procedures where applicable.]

1. Evaluation of non-OTES certified staff. The evaluation of bargaining unit members, who spend fifty (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 12.23. The goal of the policy and the formal evaluation procedure is improvement of instruction and/or support/related services.
2. District Administrators shall be primarily responsible for evaluation of the performance of non-OTES bargaining unit members.
3. All Non-OTES bargaining unit members shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic walkthroughs each school year. No Non-OTES bargaining unit members shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.
4. Non-OTES Bargaining unit members who are on limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walkthroughs during the last year of their contract.
5. There shall be at least twenty (20) calendar days between each formal observation unless there is mutual agreement to amend the twenty (20) days.
6. All Non-OTES bargaining unit member evaluations are completed by May 1, with a written copy of the evaluation results provided to the Non-OTES bargaining unit members by May 10.
7. Evidence provided by the Non-OTES bargaining unit member and gathered by the evaluator during the pre-conference, formal observations, informal observations, walkthroughs, post-conference and other factors impacting the Non-OTES bargaining unit member's performance or professionalism will be used by the evaluator when compiling the summative evaluation.

8. All evaluation documents (print or digital) will be placed in the Appendix. The evaluator will give a copy of the completed observation form(s) to the Non-OTES bargaining unit member at least one (1) day in advance of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A Non-OTES bargaining unit member may include a written response within ten (10) work-days of receipt of an observation (formal or informal), a walkthrough, or a summative rating.
9. The formal observation shall consist of an optional pre-conference (at the member's discretion) , an observation, and a post-conference. The optional pre-conference will normally occur within five (5) workdays of the observation. The post-conference will normally occur within then (10) workdays following the observation, unless the Non-OTES bargaining unit member or administrator is absent during that time frame. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation (form to be developed). A copy of the summative evaluation will be given to the bargaining unit member. Time limits may be extended by mutual agreement.
10. The Non-OTES bargaining unit member shall have the right to request a follow-up conference following the summative evaluation conference.
11. When an ineffective rating is identified, as overall holistic performance or within an individual category of the rubric, the evaluator will assist the bargaining unit member to set up written goals and objectives for the improvement plan in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The Non-OTES bargaining unit member is responsible for implementing reasonable suggestions for improvement. The Non-OTES bargaining unit member's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the bargaining unit member has seen them.
12. Final observation documents and final summative evaluation documents will be placed in the Non-OTES bargaining unit member's personnel file.

P. GENERAL PROVISIONS

1. Bargaining unit member evaluation is intended to improve instruction and for making final recommendations of continued employment or termination.
2. Within ten (10) calendar days of receiving evaluation documents such as holistic/formal/focused observations, walkthroughs, and the final summative rating of teacher/school counselor effectiveness form, a teacher/school counselor has the right to make a written response to the aforementioned documents and to

have it attached to the appropriate document(s). The components of the formal evaluation cycle will be used to determine the final holistic rating.

3. Any teacher/school counselor who was on leave from the school district for fifty (50%) or more of the school year shall be exempt from the evaluation process.
4. Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.
5. Any teacher/school counselor who submits a notice of retirement and that notice has been accepted by the Board not later than the first day of the second semester of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.
6. Bargaining unit members who have transferred to a different grade level or subject area shall not be evaluated in this area until at least the fourth week of instruction.
7. If the normal school calendar is interrupted due to closure or if the teacher is absent and the above time limits are affected by such closure or absence, the time limit shall then be extended by an equal number of days.
8. If it is found that the evaluation process has not been followed and the paragraph above does not apply, the bargaining unit member shall be granted no less than a one (1) year limited contract.
9. If the Board acts contrary to the evaluator's and/or superintendent's recommendation for renewal of a bargaining unit member's contract, it shall give the affected bargaining unit member notice of such action on or before April 30 and allow the bargaining unit member to come before the Board with representation at an acceptable time within ten working days after April 30. If that hearing does not cause the Board to reverse the non-renewal, it shall give the bargaining unit member written reason(s) why the Board has chosen to non-renew the bargaining unit member's contract.
10. The parties intend the provision of the Article (evaluations) to supersede and take the place of all provisions of Revised Code Sections 3319.11 and 3319.111.
11. This evaluation process does not apply to supplemental contracts or extended service contracts.

Q. DUE PROCESS

1. Teachers who disagree with the rating of performance and/or the summative evaluation rating shall be allowed to request a different credentialed evaluator for the subsequent year; and such request shall be honored by the district.
2. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
3. Failure by the district to adhere to any timeline, evaluation procedure, or substantive due process or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.
4. If an employee believes the evaluator has violated the procedure established in this Article, the employee may file a grievance as defined in Article 5.
5. Should there be a violation of the Teacher Performance Component of the Evaluation System, and it is correctable within time frame constraints, that part of the evaluation will be rescheduled at a mutually agreeable time and data/evidence in question will be disregarded. Any non-correctable violations of the teacher performance part of the evaluation procedure shall result in the teacher being rated no lower than “skilled.”

**ARTICLE 8      VACANCIES, TRANSFERS AND ASSIGNMENTS**

8.01 ASSIGNMENTS

The superintendent of schools shall be responsible for the assignment of all bargaining unit personnel. (R.C. 3319.01) The assignment of teaching schedules and the duties within individual buildings will be made by the principal of the building subject to the approval of the superintendent. Bargaining unit members shall be assigned in their major fields of preparation whenever possible or in fields, where they have a college minor, provided they are certified in the field.

8.02 DEFINITIONS

- A. A transfer shall be any change in a bargaining unit member's position as to regularly-assigned responsibilities in regard to grade level or subject within a school or between schools and further any change as to the building(s) to which the bargaining unit member may be assigned.



- B. All vacancies shall be determined by the Board and may include a position previously held by an employee which is now open or a newly created position.

### 8.03 PROCEDURES

- A. The superintendent shall post all vacancies within the bargaining unit for a period of five (5) work days. Vacancies will be posted via email and the district website. The Board will email members regarding each assignment associated with a vacancy. Bargaining Unit Members must express an interest to the Superintendent and Principal by close of the next business day of the time of the email.
- B. Bargaining unit members desiring consideration for transfers shall request a conference within the posting period as defined in paragraph 8.03, A. above. Conferences will be granted to bargaining unit members who express such interest. It is agreed that bargaining unit members will be given first consideration for all vacancies. Consideration will include criteria such as qualifications, certification, experience, and seniority. Upon request, the superintendent will explain reasons for filling the vacancy if the bargaining unit member is not chosen for the position.

### 8.04 ASSIGNMENT SURVEY

In addition to the posting of vacancies, all bargaining unit members will be issued a survey each spring to indicate their preferences for assignment for the next school year. Bargaining unit members indicating on this survey the desire for a transfer or change in assignment will be granted a conference to review their request prior to the closing of school.

### 8.05 ASSIGNMENT NOTIFICATION

The Board shall make reasonable efforts to notify bargaining unit members of their building or subject assignment no later than with the last payroll check issued in June. All building or subject assignments shall be issued by August 01. If a building or subject assignment is issued after August 01, then a bargaining unit member so affected shall be granted extended service of two (2) to five (5) days to prepare for the new assignment. However, such extended service shall not be granted where a change is made after August 01 due to an emergency. An emergency is defined as anything beyond the control of the Board or administration.

### 8.06 INVOLUNTARY TRANSFER

Any bargaining unit member who is involuntarily transferred shall be entitled to a meeting with the superintendent to discuss the transfer. A decision to involuntarily transfer any member of the bargaining unit by the superintendent or his/her designee shall

not be arbitrary or capricious. When all criteria are equal, seniority will be used to make the involuntary transfer.

## **ARTICLE 9      REDUCTION IN STAFF**

### 9.01    DEFINITION

A “Reduction in Force” (RIF) shall be defined as a reduction in the total number of full time equivalent bargaining unit positions within a specific area of certification.

### 9.02    PURPOSE

When the Board of Education determines it is necessary to reduce the number of certified staff positions the Board may make reasonable reductions based on the following criteria: decline in enrollment, financial reasons, return to duty of regular bargaining unit members after leaves of absence, or the suspension of schools or territorial changes affecting the District. The Association shall be notified in writing of a possible reduction in staff forty (40) days prior to Board action. The Association President shall be given the opportunity to discuss the matter with the Board of Education in executive session, within such period.

### 9.03    REDUCTION-IN-FORCE PROCEDURES

- A.    To the extent possible, the number of bargaining unit members affected by a reduction in force will be minimized by not employing replacements for bargaining unit members who retire or resign. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
  
- B.    Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended shall be chosen as follows and in accordance with R.C. 3319.17. Bargaining unit members on continuing contracts shall be granted preference over bargaining unit members on limited contracts within each area affected by the reduction in force.
  - 1.    For the purposes of this agreement, and until such time as three (3) years of Evaluation Data has been collected under this agreement, all teachers shall be considered “comparable” for purposes of reduction in force.
  
  - 2.    All bargaining unit members shall be placed on seniority lists in each teaching field for which they are certified. Bargaining unit members on continuing contracts shall be placed on one list by area(s) of certification and seniority and bargaining unit members on limited contracts shall be placed on a list by seniority and area(s) of certification. Seniority shall be defined as the length of continuing service in the Belpre City Schools. Seniority shall not be interrupted by authorized leaves of absence.

(Bargaining unit members who work less than full time shall be credited with seniority on a prorated basis equal to the amount of days and hours worked per day.)

3. Reductions in any area of certification shall be made from the bottom of the seniority list for that area of certification. A bargaining unit member affected may elect to displace a less senior bargaining unit member in another area of certification.
4. If two or more bargaining unit members have the same length of continuous service, seniority shall be determined by:
  - a. The date of the Board meeting at which the bargaining unit member was hired; and then by
  - b. The date the bargaining unit member signed his/her initial limited contract in the Belpre City Schools;
  - c. The date on which the bargaining unit members submitted the first completed job application within the two (2) year period preceding the effective date of the bargaining unit member's first teaching contract with the Belpre Board of Education, if the date is available.
  - d. If any ties remain after (a), (b), and (c), they will be broken by lot.
1. Any bargaining unit member who is to be laid off will be notified in writing at least thirty (30) calendar days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

#### 9.04 RECALL RIGHTS

The names of bargaining unit members whose contracts are suspended in a reduction in force will be placed on a recall list for up to thirty-six (36) months from the date of reduction. Bargaining unit members on the recall list shall have the following rights:

- A. No new bargaining unit members shall be employed by the Board while there are bargaining unit members on the recall list who are certified or become certified for the vacancy.
- B. Bargaining unit members on the recall list shall be recalled in order of seniority for vacancies in areas for which they are certified or become certified.
- C. If a vacancy occurs, the Board shall send a certified announcement to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. All bargaining unit members

are required to respond in writing to the superintendent's office within ten (10) calendar days of receipt. The most senior of those responding shall be given the vacant position. Any bargaining unit member who fails to respond within ten (10) calendar days, or who declines to accept two offers for recall to a full-time position shall forfeit all recall rights.

- D. A bargaining unit member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said bargaining unit member enjoyed at the time of layoff. Where group insurance policies permit, a bargaining unit member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to bargaining unit members in active employment provided the bargaining unit member pays the group rates for such benefits.
- E. Bargaining unit members who accept an offer of employment which is less than the position from which they were laid off (e.g. were full-time, are offered 2/5, 3/5 position, substitute, etc.) shall maintain their recall rights as provided for in 9.04 above.

#### 9.05 SENIORITY LISTS

On or before December 1, the Association president shall be given the district's seniority lists for each area of certification and date of hire and by continuing or limited contract status.

#### 9.06 NOTIFICATION

No later than thirty (30) calendar days prior to the effective date of the reduction in force, the Association president will be given a list(s) of those bargaining unit members whose contracts are to be suspended.

#### 9.07 AFFECTED BARGAINING UNIT MEMBERS

The administration will provide letters of recommendation for bargaining unit members affected by a reduction in force and will attempt to provide other forms of assistance, where possible, upon the request of the bargaining unit member. In addition, the Board shall place all bargaining unit members affected by a reduction in force on the substitute list, if so requested by the bargaining unit member.

## **ARTICLE 10     WORKING CONDITIONS**

### 10.01 LENGTH OF SCHOOL DAY

- A. The length of a normal school day for bargaining unit members shall not exceed the following limitations:
  - 1. Grades K-12: seven (7) hours thirty-five (35) minutes. (Refer to Appendix MOU Extension of work week by fifty (50) minutes.)
  - 2. K-4 student contact time shall not exceed the student contact time for grades 5-12. Each of the above limitations will include a duty-free lunch period of at least thirty (30) minutes consecutive in nature.
  - 3. An additional fifty (50) minutes in the work week will be served one (1) day each week, to be mutually determined (Tuesday, Wednesday, or Thursday), following the regularly scheduled school day. The terms of this additional work time include but are not limited to the following stipulations:
    - A. The additional fifty (50) minutes will be reserved for the purpose of Collaborative Teacher Based Teams, except on the third (3<sup>rd</sup>) week of each month.
    - B. The third (3<sup>rd</sup>) week of each month, the fifty (50) minute sessions will be reserved for staff meetings in each building in the District, if necessary. These meetings will be facilitated by building Administrators or their designees.
    - C. The Association and District agree to clearly define the purpose of the Collaborative Teacher Based Teams, and in doing so will determine what objectives Bargaining Unit Members shall be accomplishing during the additional fifty (50) minutes of each work week.
    - D. The work and assignments of the Collaborative Teacher Based teams will not require additional hours outside of the weekly fifty (50) minute sessions.
    - E. If a bargaining unit member is going to miss a fifty (50) minute session, the individual member must make individual arrangements with the Superintendent, or his designee, to cover what happened in the Collaborative Teacher Based Team, unless the Bargaining Unit Members is using appropriate leave time (as defined in the contract).

- B. Each bargaining unit member in grades K-12 shall be granted a planning period of at least forty-five (45) consecutive minutes per school day each week. Bargaining unit members who travel between two (2) buildings will have the option of splitting the plan period. Bargaining unit members shall use this period for class preparation or planning or to meet with students, as appropriate. The Administration may, with forty-eight (48) hours advance notice, schedule conferences/meetings with the bargaining unit members during this period. The Administration shall not schedule more than two (2) such administrative conferences/meetings during a bargaining unit member's planning period in any one (1) month.
- C. The Board agrees to cap the amount of committee/staff meetings called by the administration and not required by the contract and occurring outside of the contract day to three (3) per month. Bargaining unit members shall be provided with a forty-eight (48) hour advance notice of all meetings except those that are called as a result of an emergency condition. If additional meetings are necessary the Board reserves the right to conduct such meetings through release time.
  - 1. Meetings that do not apply to this provision include those associated with accreditation associations, State Department proceedings, or those involving special need or potential special need students. Meeting limitations will not apply if a bona fide emergency situation exists, as determined by the superintendent.
  - 2. Attendance shall not be required at special events or meetings sponsored, organized, or administered by organizations other than the Belpre City Schools, the State Department of Education or accreditation associations.
- D. A bargaining unit member who believes he/she needs release time to address the demands of IEPs, 504s, Reading Improvement Monitoring Plans may request release time from his/her building administrator. Requests will be considered on a case-by-case basis.

## 10.02 LENGTH OF SCHOOL YEAR

A school calendar consisting of 184 days will be adopted annually by the Board of Education. The calendar shall include 176 days for student instruction, two (2) in-service/professional development days, four (4) records/work days (one (1) day before school starts, and one (1) day before grading periods two (2), three (3) and four (4)) and two (2) parent/teacher conference days. The four (4) record days may not be used for professional development or staff meetings.

The school calendar must comply with the Ohio Revised Code with regards to the number of hours needed for a complete school year and any reductions in the number of hours from one school year to the next. Bargaining unit members will be consulted regarding the scheduling of Parent/Teacher Conference Days. The superintendent

annually will appoint a calendar committee which will include members of the bargaining units. The committee will prepare a recommended calendar for submission to the Board at the March meeting. The recommended calendar will include five (5) make-up days to be used if necessary. In the event that the total number of school days to be made up exceeds the scheduled make-up days, the Board and Association will meet to establish the dates of the additional days. In the event that the parties are unable to agree, the additional make-up days will be served at the end of the school year.

Bargaining unit members shall not be required to make up days, or partial days in any given school year missed due to calamity-related delays or early releases unless student contact time falls below the state minimum hours as defined in Ohio Revised Code.

1. For the 2023-2024 school year only, teachers shall work six “in-service/professional development days” in lieu of six (6) “student instruction” days. The total number of days for the 2023-2024 school year shall be one hundred seventy (170) student instruction days and eight (8) in-service/professional development days. The Board and Association agree that Bargaining Unit Members shall participate in the planning, reviewing, and revising of these additional in-service/professional development days.
2. The district shall have 173 student instructional days for the 2024 – 2025 school year with 3 days to be utilized as implementation days for members. These days will not be student instructional days.
3. This language shall automatically expire at the end of the 2024 – 2025 school year and shall not be continued in any successor agreement.

### 10.03 CLASS SIZE AND LOAD

- A. The Board will follow the laws of the State of Ohio governing teacher-pupil ratio. The Board understands the importance of smaller class sizes.

Kindergarten through 2<sup>nd</sup> grade classrooms will be kept as close to twenty (20) students per classroom as possible. The Board will provide paraprofessional services when needed, as determined by the building Principal, with input from grade-level teachers.

Elementary teachers in the areas of Art, General Music, and Physical Education shall not be assigned double classes if it results in more than twenty-five (25) students unless requested by the teacher on a voluntary, unpaid basis.

1. If an Art, General Music, Physical Education, or Librarian/Maker Space is absent, the other teachers in this category may be asked to cover the absent teacher’s students on a rotating basis, if a substitute cannot be obtained. The pay for this coverage shall be \$30 per period that coverage occurs.

- B. Any bargaining unit member who believes his/her class size or load is excessive shall be entitled, upon request, to a conference with the superintendent to discuss the situation. The Association president and superintendent, upon request, will meet not more frequently than twice each school year to review class size and load.
- C. Bargaining unit members who believe their course of study work is excessive shall be entitled, upon request, to a conference with the building principal to discuss the situation. Release time may be considered; however the granting of such time is at the sole discretion of the superintendent/designee.

#### 10.04 SPECIAL NEEDS STUDENTS

- A. Bargaining unit members involved with the educational instruction of a special needs student (those requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student.
- B. Said members will be informed by the Local District Coordinator or other administrator at least five (5) work days prior to the student's IEP/504 plan conference and may submit written suggestions for goals to meet the educational needs of the student. These written suggestions for goals will be present for consideration at the IEP/504 Plan conference. The five (5) day notification may be waived by the affected bargaining unit member(s).
- C. In the event a bargaining unit member's suggestion for goals is not included in the IEP/504 Plan, a verbal explanation will be offered to the teacher by the building principal. All educationally involved members will have access to a copy of each student's IEP/504 Plan and revisions.
- D. Except in cases when it is not feasible for the parent to attend, IEP/504 Plan conferences shall be conducted during the bargaining unit member's workday. In order to facilitate and expedite IEP, IAT, and PST meetings, those meetings shall be coordinated and scheduled to enable the Board to employ a floating sub to provide release time for classroom teachers to attend the meetings.
- E. Teachers in a regular core education class whose classroom population contains special-needs students will receive support from either intervention specialists or paraprofessionals. If a regular core teacher believes that adequate support has not been provided, he/she will be granted a conference with the district LDC and building administrator.

#### 10.05 PUBLIC COMPLAINTS

- A. The parties to this agreement agree that the most beneficial method to resolve public complaints is through face-to-face conferences at the building level. Conventional contacts between bargaining unit members, pupils, parents, principal and other persons involved will be utilized in resolving complaints.



- B. A public complaint shall be defined as a complaint received in writing on a form provided by the Board. All public complaints shall be the responsibility of the building administrator. Complaints may be investigated by the appropriate building administrator, at his/her discretion, however all complaints, whether investigated or not, will be presented to the bargaining unit member involved with a written description of the alleged problem and the administrator's proposed resolution, as appropriate, on the form provided, including the name of the person(s) making a complaint. Complaints and resolution thereof will be discussed with the involved bargaining unit member within five (5) school days of receipt of the complaint by the principal or other administrator. A bargaining unit member at his/her discretion may have another bargaining unit member present at the discussion.
- C. The building administrator and bargaining unit member will make an investigation of the alleged problem and arrange, if necessary, a conference with the bargaining unit member, principal and complainant(s) to resolve the issue.
- D. If the issue is not resolved to the satisfaction of the parties involved, the alleged problem will be referred to the superintendent for further investigation and a conference with said parties will be held within five (5) school days.
- E. In like manner, the issue, if not resolved, will be referred to the Board of Education and the complaint will be heard in executive session. The Board at its next regular meeting, or not later than thirty (30) days from the submission of the complaint, will conduct a conference with said parties.
- F. No bargaining unit member shall be issued a written reprimand nor other personnel action be taken as a result of a public complaint until the exhaustion of the complaint procedure set forth above.

#### 10.06 REPRIMAND OF STAFF

- A. A reprimand shall be defined as a verbal or a written statement intended to be disciplinary in nature directed to a bargaining unit member that is not part of the formal classroom evaluation.
- B. A bargaining unit member may have an association representative of his/her choice in an interview with the supervisor, if the bargaining unit member reasonably believes the interview will result in a formal reprimand or other formal disciplinary action. If the bargaining unit member is unable to secure representation of his/her choice, such meeting shall not take place or shall not continue until the bargaining unit member is given sufficient time to secure representation. No less than twenty-four hours prior to this meeting the bargaining unit member will be informed as to the cause/reason for the reprimand.
- C. The Board agrees that no bargaining unit member shall be reprimanded in the presence of any other bargaining unit member (other than the bargaining unit

member's representative), students or parents of students, or any non-certified employee.

- D. No disciplinary action will be taken against any teacher except for just cause.

#### 10.07 MAINTENANCE OF PERSONNEL FILES

- A. An official file which includes, but is not limited to the following items, shall be maintained in the office of the Superintendent of schools for each bargaining unit member:
  - 1. Application for employment;
  - 2. Ohio teaching certificate;
  - 3. College transcripts and other in-service credit;
  - 4. Written reprimands together with any written replies thereto;
  - 5. Written observations and evaluations required by the district's evaluation procedure or attachments, if attachments are continuations of bargaining unit member's or principal's comments; and
  - 6. Letters of commendation and certificates of award.
- B. At any time a bargaining unit member has a disagreement with materials filed in their personnel file, they may submit a written statement to be entered into their file to be attached to the item in question. Except for evaluations, bargaining unit members shall have the right to discuss items in the personnel file with the superintendent/designee.
- C. The official file is confidential and may be examined only by the bargaining unit member, school officials, and any person permitted access to such files under the Ohio Revised Code and Ohio Public Records Law. The aforementioned records may be utilized by the Board and/or bargaining unit member(s) in hearing(s) regarding non-renewal(s) or termination(s).
- D. No anonymous complaint critical of a bargaining unit member shall be included in the file.
- E. A bargaining unit member may request and shall receive at his/her expense a reproduction of any item in his/her file exclusive of confidential letters of recommendation or reference.
- F. Written reprimands shall be removed from the official file either (3) years from the date of placement, or upon expiration of the individual's limited contract, whichever is longer, if a second reprimand for the same or similar offense is not

given. Reprimands based on conduct hostile to the welfare of pupils may, at the discretion of the Superintendent, be retained in the members' personnel file for a longer period. Any reprimand may be subject to challenge as provided in the Ohio Revised Code.

- G. At any time that anything is placed in a bargaining unit member's official personnel file, he/she will be given a copy within three (3) days of placement.
- H. Bargaining unit members will be notified of any release of documents from their files.

#### 10.08 ACADEMIC FREEDOM

The Board agrees that current policy governing the selection of instructional materials will be maintained for the duration of this contract. This statement will not limit the study and adoption of new policies related to selecting instructional materials, but does assure the continued existence of current policy. A bargaining unit member will be afforded freedom to express ideas and opinions within the classroom, provided the exercise of this freedom is within the confines of Board adopted curriculum, and does not involve any attempt by the bargaining unit member to impose his or her personal beliefs or opinions on the students.

#### 10.09 LESSON PLANS

- A. All bargaining unit members shall develop weekly lesson plans which shall reflect the current basic program for that instructional class or unit. Said lesson plans shall be made available to the building principal upon request. If upon review of the lesson plans, planning has been determined to need improvement, the bargaining unit member may be required to turn in lesson plans one week in advance until planning is satisfactory. Lesson plans should reflect the curricular standards adopted by the Board of Education.
- B. In the event of an absence, clear and appropriate lesson plans will be provided for substitute teachers by the beginning of the school day.

#### 10.10 TEACHING ENVIRONMENT

- A. All members of the bargaining unit shall turn in a checklist to their building principal at the end of the year indicating items that need to be purchased, replaced, repaired, or in any way need attention. This checklist is for the purpose of making the administration aware of such items in order to promote the maintenance and improvement of equipment and facilities.
- B. The building principal will inform all teachers in that building of the amount of money each has available for requisitioning supplies prior to May 1<sup>st</sup>. On or before May 15 preceding the end of each school year, bargaining unit members may submit requisitions for supplies, materials and/or equipment to the building

principal coordinator. The principal will date, and review the requisitions. If the principal needs additional information or does not approve the requisition, he/she will notify the teacher prior to the last teacher work day. All approved requisitions will be submitted to the Superintendent for consideration. A copy of approved purchase orders will be provided to the building principal and teacher.

#### 10.11 VISITATION

All visitors not employed by the Belpre City School District, except for representatives from the State Department of Education, who wish to observe a bargaining unit member in his/her classroom may be given permission to do so by the administration, provided the bargaining unit member was notified the prior work day, unless the bargaining unit member agrees to waive the notification period.

#### 10.12 SUBSTITUTE TEACHERS

- A. The Board of Education agrees to make every effort to secure substitute teachers in the case of absence of regularly assigned bargaining unit members including specialists in Music, Art, Library Science and Physical Education. If a substitute cannot be obtained, a bargaining unit member may be assigned to cover individual class periods. Any bargaining unit member assigned to cover another teacher's entire class will be reimbursed at the rate of \$30.00 per period.
- B. Bargaining unit members performing such added duties shall complete a form requesting such payment. Payment for substituting will be made on the paycheck following the submission of the form.
- C. Definition: One class period equals forty (40) minutes in Grades K-6.

#### 10.13 STUDENT TEACHERS

The District will not assign student teachers without the consent of a cooperating teacher.

#### 10.14 INDIVIDUAL RIGHTS

- A. Each bargaining unit member shall be permitted to leave his/her school during their duty-free lunch period. Each bargaining unit member may be permitted upon prior request to the building principal/designee to leave his/her school during planning periods, provided the bargaining unit member has no other assigned duties during such period and prior approval has been obtained from the building principal/designee.
- B. If a conference is likely to lead to disciplinary action the bargaining unit member is entitled to representation of his/her choice.

10.15 NONDISCRIMINATION IN EMPLOYMENT

The parties agree there shall be no employment discrimination because of a person’s race, color, creed, religion, national origin, age, gender, marital status, sexual orientation, gender identity, gender expression, disability, genetic information, veteran status, or political or union affiliation and to have due regard for an employee’s privacy and constitutional rights as a citizen.

**ARTICLE 11                    COMPENSATION AND BENEFITS**

11.01 SALARY

A.	The base salary will be as follows:	2023-2024	4%	\$37,748
		2024-2025	3.5%	\$39,069
		2025-2026	3.5%	\$40,436

(See Appendix - Bargaining Unit Member's Salary Schedules)

B. The annual contract will be paid in twenty-four (24) pay periods issued on the 1<sup>st</sup> and 15<sup>th</sup> of every month. When a pay date falls on a weekend and/or holiday, pay day will be on the preceding business day.

C. Salary Reduction Plan

The Board of Education agrees to use a Salary Reduction Plan as a method to pick-up the bargaining unit member’s percentage share of the retirement contribution to the State Teachers Retirement System on behalf of the bargaining unit members under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each bargaining unit member shall be equal to the percentage of the salary that the employee is required to pay for his/her retirement contribution. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal Tax.
2. The pick-up percentage shall apply uniformly to all bargaining unit members.
3. The pick-up shall apply to all compensation including supplemental earnings.
4. Payment for sick leave, personal leave, severance, etc., including unemployment and worker's compensation, shall be based on the bargaining unit member's gross or daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in a bargaining unit member's contract).

5. The parties agree that should the rules and regulation of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employer/bargaining unit member contributions.

## 11.02 PAYROLL DEDUCTIONS

- A. The Board will offer the following payroll deductions to all bargaining unit members:
  1. Health Insurance
  2. Tax Sheltered Annuities (TSA)/Individual Retirement Accounts (IRA)
  3. Professional Dues and/or any applicable fees
  4. United Way Campaign
  5. Southeastern Ohio Credit Union – (direct deposits will be sent to all other institutions.)
  6. The OEA Fund
  7. Withholding Tax (Federal, State, City)
  8. Retirement
  9. Unauthorized Absence
  10. Income Protection Insurance
  11. Medicare
- B. The Board will provide payroll deduction for the purchase of STRS retirement credit for the following types of service: military service, restoration of canceled service credit, other teaching or public service. Such payroll deduction shall be done on a pretax basis and taxes shall be deferred in accordance with the rules and regulations of the STRS.
- C. All payroll deductions will be sent to the appropriate agency no later than the third working day following the pay date, provided a receipt of billing request has been received from the agency.
- D. When it is necessary to make a deduction for an unauthorized absence, the amount shall be determined by dividing the annual salary by the number of days

in the teacher contract year. Deductions for unexcused absence or leave without pay shall be made from the next pay following the absence.

- E. Belpre City School District requires a 403 b provider to obtain at least five (5) participants in order to be added to the approved 403b Third Party Administrator (TPA) provider list. In addition, the provider must be able to cooperate with the information and automation requirements of the district's Common Remitter Service and our Plan Administrator. Furthermore, the provider must execute a reasonable Hold-Harmless Agreement protecting the school district from any liability related to the 403 b contract into which an employee enters and the Information Sharing Agreement agreeing to all required communication regarding our employees' accounts in order that the district can administer its 403 b plan as required by the Internal Revenue Service.

### 11.03 SUPPLEMENTAL SALARIES

Supplemental Salaries will be paid in accordance with the Additional Duty Salary Schedule.

(See Appendix for Supplemental Salary Schedule)

### 11.04 INSURANCE PROGRAM

The Board shall provide for bargaining unit members the following insurance.

- A. A High Deductible Health Plan with a Health Savings Account (HSA) option with the following deductibles:
  - a. Single Plan - \$3,000 annually
  - b. Family Plan - \$6,000 annually

The Board will contribute the following amounts toward the employees' HSA:

School Year: 2023– 2024

- Single Plan - \$1,700
- Family Plan - \$3,400

School Year: 2024 – 2025

- Single Plan - \$1,700
- Family Plan - \$3,400

School Year: 2025-2026

- Single Plan - \$1,700
- Family Plan - \$3,400

100% of the HSA contribution will be made available on the first business day of January during each year of this contract.

B. The Board shall pay 87% of all full-time bargaining unit members' premiums during the term of this Agreement, and the Bargaining Unit member will pay 13% of the premiums of the health insurance.

C. Policy in force at execution of this agreement or an equal policy.

D. Dental Insurance

Full Board payment on Dental Insurance (Core Source or an equal policy.)

E. Term Life Insurance

Full payment by the Board; \$25,000 coverage w/AD&D

F. Vision Insurance

1. The Board shall purchase through a carrier licensed by the State of Ohio, vision care coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of this program and any increases thereof, shall be paid by the Board.

2. Specifications:

<u>Covered Expenses:</u>	<u>Benefit Period:</u>
Examinations.....	One in any 24 month period
Lenses.....	One in any 24 month period
Frames.....	One in any 24 month period
Maximum Benefit.....	According to schedule
Deductible.....	As per contract \$7.50 Exam
.....	\$12.50 Materials
.....	Total Normal Max. \$20.00

G. Insurance Committee

1. An insurance committee will meet to review insurance. The committee will issue any recommendation by the April Board meeting each year.

All decisions of the committee will be made by consensus and shall be advisory only to all affected parties.

2. The Board, Administration, OAPSE and BEA may appoint members.

H. Belpre City Schools will comply with Best Practices as required by state law.



## 11.05 TUITION REIMBURSEMENT

- A. The Board agrees to reimburse any member of the bargaining unit for taking additional college hours which have been submitted prior to the taking of said hours. In order to be eligible for reimbursement, a bargaining unit member must have completed at least one year in the district prior to submitting a request for approval and must meet the conditions specified in 11.06 C below.
- B. Reimbursement shall be up to a maximum of twenty-four (24) quarter hours/sixteen (16) semester hours per bargaining unit member per school year. The school year shall begin with the quarter/semester designated as fall/first and end with the last quarter/semester designated as summer.
- C. Bargaining unit members will be reimbursed on a pro rata basis using the following formula:
1. Individual reimbursement shall equal:  
$$\frac{\text{Bargaining Unit Member's Tuition Cost}}{\text{Total Bargaining Unit Tuition Incurred}} \times \text{Budgetary Cap}$$
  2. Reimbursement shall not exceed actual tuition costs.
  3. Payment will be made upon successful completion and submission of an official transcript or grade slip and a copy of the tuition receipt, on or before October 15 of the successive school year. Payment will be made by December 15.
  4. Tuition reimbursement will not be made for courses which are audited, failed or not completed.
- D. This line item in the budget shall be: 2023-2026 \$20,000 per year

## 11.06 MILEAGE REIMBURSEMENT

Bargaining unit members who have regular assignments in more than one building, or by nature of their assignments are required to travel during the regular day, shall be reimbursed at the current IRS rate per mile.

## 11.07 SEVERANCE PAY

The following formula will be used in determining severance pay:

- A. The Board of Education Treasurer must have received notice from the State Retirement System indicating that the bargaining unit member has retired.

- B. To facilitate budgeting, notice of intent to retire should be given one year in advance of the retirement date. An exception would be forced medical retirement.
- C. If retirement occurs after the start of the new school year, the rate of pay for calculating severance pay will be at the rate of pay received the previous school year, unless the bargaining unit member has taught a minimum of 120 days during that year and has informed the Board of his/her intent to retire at the beginning of the school year. This condition may be waived in an emergency by the Board, at its sole discretion.
- D. The formula for the calculation of severance pay shall be 1/4 or .25 times the accumulated sick leave at time of retirement to determine eligible severance days. Eligible days times the daily rate of pay equals the severance pay.
- E. At the member's request the severance benefits shall be paid upon retirement as provided in this Section. The maximum number of days payable for severance pay shall be: 62.5 days

#### 11.08 RETIREMENT INCENTIVE

- A. When any member first becomes eligible for retirement through any Ohio Public Employees Retirement System, he/she will receive severance pay from the Board in an amount equal to 50% of his/her accumulated sick leave to a maximum of 125 days if he/she retires by the end of the contract year.
- B. Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.
- C. If the retirement date of May 31 is selected by the eligible member, the teacher must account for any contract days missed in June. The teacher may take unpaid days with prior administrative approval. The teacher may request to work additional time prior to May 31 to fulfill his/her contractual requirements.
- D. A member must take advantage of this plan whenever he/she first meets any of the criteria for retirement eligibility set forth above or he/she will forfeit the right to this retirement program forever.

### **ARTICLE 12    LEAVE PROVISIONS**

#### 12.01 SICK LEAVE

- A. Sick leave for all bargaining unit members shall be accumulative at the rate of one and one-fourth (1-1/4) days per month, or fifteen (15) days per year. A beginning bargaining unit member who has not accumulated prior sick leave credit shall be

granted up to five (5) days of paid sick leave, providing normal sick leave qualifications are met.

- B. Sick leave will be granted for personal illness, injury, pregnancy, exposure to contagious disease which may be communicated to others and for absence due to illness or injury in the bargaining unit member's immediate family. Immediate family is defined as: mother, father, step-mother, step-father, brother, sister, mother-in-law, father-in law, grandparents, spouse, child, step-child, grandchild, foster child living in the same household, or relative or life partner living in the same household.
- C. Bereavement leave of up to 3 days, will be granted for death in the aforementioned immediate family, and also for the death of an aunt, uncle, nephew, niece, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or another person who stands in place of a parent (loco parentis). These 3 days of paid leave shall not be deducted from accumulated sick leave. Sick leave may be used for bereavement time extending beyond the 3 days of bereavement leave. In the event a bargaining unit member has no sick leave available, the member may take leave under the provisions of 12.05 Sick Leave Assistance Program. The bargaining unit member's compensation will be paid upon meeting the provisions of 12.05. Leave under this provision will not be affected by 12.05 (C-6).
- D. Sick leave shall be cumulative to a maximum: 265 days

#### 12.011 SICK LEAVE INCENTIVE

- A. Certificated employees who are not absent by virtue of sick leave each semester shall receive an end of the semester incentive cash payment to be paid at the rate of five hundred dollars (\$500) per semester.
- B. In addition to the above incentive, certified employees will be allowed to convert accrued, but unused, sick leave for a cash payment in accordance with the following scale:

<u>Leave Used (Any Paid Sick or Unpaid Leave)</u>	<u>Conversion Amount</u>
0 – 1 Day	Up to 3 Days at \$250/Day
2 – 3 Day	Up to 2 Days at \$250/Day
4 – 5 Day	Up to 1 Day at \$250/Day

- 1. Members must have at least 30 days of accumulated sick leave at the end of the school year to qualify for this incentive.

C. These incentive payments will be processed on the June 15<sup>th</sup> payroll each year.

## 12.02 PERSONAL LEAVE

- A. Each bargaining unit member shall be granted three (3) days of personal leave each year. Bargaining unit members who work under a regular contract for less than a year will receive a prorated amount of personal leave as follows: members employed after December 1<sup>st</sup> will be granted two (2) personal leave days for the year, members employed after March 1<sup>st</sup> will be granted one (1) personal leave day for the year. Requests for such leaves shall be made to the immediate supervisor at least five (5) days in advance except in cases of emergencies (including weather).
- B. No more than five (5) bargaining unit members shall be on approved personal leave at one time.
- C. The superintendent has discretionary authority to refuse personal leave requests that may place the welfare of the students in jeopardy.
- D. The Board and association further agree that personal leave may not be used for participation or assistance in strike activities or for participating in gainful employment.
- E. Days used before or after a holiday may be granted provided the request is submitted ten (10) days in advance.
- F. In the event that a member does not use all three (3) personal leave days in a school year the member may elect one of the following options:
  - 1. A member may elect to receive a stipend for unused personal days as follows: in the event that three (3) personal leave days are unused, the member will be paid the current rate of substitute pay per unused personal days. Payment will be included in the first pay in July.
  - 2. A member may elect to roll-over up to two (2) unused personal leave days into the following year. No member may use more than five (5) personal leave days during any school year.
  - 3. A member may elect to roll-over personal days to sick days (two (2) days maximum roll-over).
  - 4. Any combination of Options 1, 2 or 3.

### 12.03 PROFESSIONAL LEAVE

- A. Bargaining unit members will be permitted to attend upon application one (1) continuous professional growth activity per year unless they are teaching in two (2) or more instructional areas or are teaching in an elementary or special education position which requires teaching two or more subjects to their students, in which case two (2) will be the maximum they will be allowed. This principle also applies to extracurricular assignments. The bargaining unit member's Individual Professional Development Plan must be submitted to the Local Professional Development Committee prior to receiving approval for any professional leave activities.
- B. Bargaining unit members will be permitted to attend such professional meetings shall be reimbursed at the following rates:
- |                    |                                   |
|--------------------|-----------------------------------|
| Automobile         | IRS rate (maximum \$225 per trip) |
| Commercial Carrier | Actual Cost                       |
| Registration Fee   | Actual Cost                       |
| Hotel/Motel        | \$150 /Day                        |
| Meals              | \$60 /Day (Max \$35/meal)         |
| Conference Banquet | Actual Cost                       |
- Itemized receipts must be submitted in order to receive reimbursement.
- C. Receipts for reimbursement must be submitted within 10 administrative work days from the end of the conference or workshop to be eligible for reimbursement. Bargaining unit members will be reimbursed for expenses permitted by this article within ten (10) working days of submission of receipts.
- D. Any professional growth activity that exceeds \$600 per member shall require the prior approval of the superintendent.
- E. Tickets to sporting events in conjunction with professional leave will only be reimbursed by the Board if the sporting event serves as the professional development activity.
- F. In addition to the continuous professional growth activity defined in 28.8, bargaining unit members may request to attend a workshop that does not exceed one-half (1/2) school day, an evening or a weekend whereby a substitute teacher is not necessary. The Board agrees to pay the registration cost of said workshops. Workshops attended using Professional Development Funds shall only qualify for tuition reimbursement if the bargaining unit member is required to perform and complete additional, optional work. Workshops that are offered only for college credit may be applied for and reimbursed as either Professional Development or as Tuition Reimbursement but not as both.
- G. The cap shall be: 2023 – 2026 \$30,000.00 per year

#### 12.04 ASSOCIATION LEAVE

The Association shall be granted up to twenty (20) days of leave per year to attend OEA meetings, NEA meetings, or public events which advocate for public education issues. The cost of the substitute to be assumed by the appropriate association. In lieu of a substitute, the bargaining unit member's class may be covered by other association members with administrative approval. A bargaining unit member elected/appointed to a full-time OEA office shall be granted an unpaid leave of absence for the duration of the office. Such leave must begin and end at the start of a semester.

#### 12.05 SICK LEAVE ASSISTANCE PROGRAM

- A. The Belpre City School District Board of Education shall establish a Sick Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. The Sick Leave Assistance Program is designed to ease the financial impact of serious illness, accident or injury. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.
- B. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness is defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the activities of daily living. The program is not intended to provide benefits to those members having surgery which is not medically necessary or for normal maternity leave.

To qualify for the Sick Leave Assistance Program, an employee, or a member of the employee's immediate family in Section 12.01, must have experienced a catastrophic illness or injury, as documented by a medical or mental health professional and the employee must have exhausted his/her sick leave and personal leave. The Sick Leave Assistance Program cannot be used beyond the current school year and may not be used to defer application for or receipt of disability retirement benefits.

- C. Requests for use of Sick Leave Assistance Program will be considered on a case-by-case basis. A committee composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.
  - 1. The total use of the Sick Leave Assistance Program shall not exceed the current school year.
  - 2. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.

3. All donations of sick leave by staff members will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form. (See form in Appendix)
4. Employees requesting consideration for the Sick Leave Assistance Program must complete the request on the proper form (See Appendix) and submit one copy to the Superintendent and one copy to the Association President.
5. Activation of the program shall require a majority vote of the committee and the chair shall vote only in the event of a tie vote of the committee.
6. Only one sick leave request may be submitted by a bargaining unit member in any five (5) year period.

#### 12.06 ASSAULT LEAVE

- A. A bargaining unit member who is absent due to disability resulting from an assault upon said bargaining unit member, where the assault occurs during the performance of his/her assigned duties, shall be granted up to forty (40) working days of assault leave. Should days beyond forty (40) be needed, the sick leave committee shall meet to discuss options. During such assault leave, said bargaining unit member shall be maintained on full-pay basis less the amount of workmen's compensation received.
- B. Assault leave shall be granted when the bargaining unit member in question: 1) provides a signed written statement verifying the assault, said statement being upon Board provided forms; and 2) provides a certificate from a licensed physician or mental health professional stating the nature and duration of the disability and the necessity of absence from regular employment. Falsification of either the aforesaid signed statement or the mental health professional/physician's statement shall be grounds for suspension or termination of employment under 3319.16 O.R.C.

#### 12.07 SABBATICAL LEAVE

- A. A bargaining unit member who has completed five years of service in the Belpre City Schools system may, with permission of the Board be entitled to take a leave of absence with part pay, equal to the difference between the substitute's pay and the bargaining unit member's expected salary, for one or two semesters subject to the following restrictions:
  1. The application shall be submitted by June 1 of the school year prior to beginning of leave.
  2. A plan of study in education is approved by the superintendent.

3. The bargaining unit member shall provide evidence at the conclusion of the leave that the plan was followed and credit received.
  4. The bargaining unit member shall agree to work for Belpre City Schools for one year following completion. Any bargaining unit member who does not return to work for Belpre City Schools for one (1) year shall reimburse the Board of Education for all compensation paid to the bargaining unit member while on sabbatical leave.
  5. Upon return from sabbatical, a bargaining unit member shall be returned to the same or similar assignment held prior to such leave. Similar assignments means elementary bargaining unit members to grades K-8 and high school bargaining unit members to grades 9-12. Supplemental contracts or extended service do not apply.
- B. No more than two (2) bargaining unit members may be on leave at one time.
  - C. This section is subject to all other provisions of Section 3319.31 of the O.R.C.
  - D. Individuals on any approved leave may continue their hospitalization or other group benefits for the duration of said leave as permitted by the carrier and providing they reimburse the Board for the total premium costs prior to each monthly due date. Failure to forward premiums at stipulated times will terminate this benefit.

#### 12.08 MATERNITY/PATERNITY LEAVE

- A. Sick leave may be used for pregnancy and the recovery period following delivery for a period not to exceed the bargaining unit member's accumulated sick leave, unless extended by the bargaining unit members attending physician. If the length of time exceeds the bargaining unit member's accumulated sick leave, the bargaining unit member shall utilize available FMLA leave.
- B. At the expiration of sick leave, or if no sick leave days are available, the bargaining unit member may utilize provisions of the Family and Medical Leave Act, as per Section 12.11.
- C. When all other avenues have been exhausted, the Board shall, upon request of the bargaining unit member, grant a leave of absence for the remainder of the school year as per Section 12.09. Additional leave may be granted by the Board upon request of the bargaining unit member.
- D. Individuals on any approved leave may continue their hospitalization or other group benefits for the duration of said leave as permitted by the carrier and providing they reimburse the Board for the total premium costs prior to each



monthly due date. Failure to forward premiums at stipulated times will terminate this benefit.

#### 12.09 CHILD CARE LEAVE

- A. Leave without pay to care for a newly born or newly adopted infant for a period not to exceed one (1) school year will be granted bargaining unit members requesting maternity or paternity leave. The dates established for the beginning and end of such leave shall be filed with the principal at least ninety (90) calendar days prior to the beginning of the requested leave except that this provision may be waived at the sole discretion of the Superintendent. Non Medical emergency pre delivery leave shall not commence prior to the end of a semester except upon mutual agreement of the bargaining unit member and the Superintendent.
- B. Reinstatement from such leave shall be at the beginning of the school year, except where the superintendent and bargaining unit member agree to a different time. Requests for reinstatement should be presented in writing to the superintendent at the earliest possible date, but no later than the April 1 date prior to the desired return date. Failure of the bargaining unit member to notify the superintendent in writing of his/her intention to return to the district may result (at the sole discretion of the Board) in a delayed return date.
- C. A bargaining unit member who returns from a leave of absence will resume the contract status held prior to the leave and to the extent possible be assigned to the same or similar position held prior to such leave.
- D. Individuals on any approved leave may continue their hospitalization or other group benefits for the duration of said leave as permitted by the carrier and providing they reimburse the Board for the total premium costs prior to each monthly due date. Failure to forward premiums at stipulated times will terminate this benefit.
- E. In the event a member elects to purchase retirement credit for the period of time he/she was on leave pursuant to this provision, the teacher making such election shall pay both his/her share of the retirement contribution as well as the Board's portion of the required retirement contribution.

#### 12.10 JURY DUTY/WITNESS

A member of the bargaining unit who is summoned for jury duty or is subpoenaed, but is not a plaintiff in a case against the Board, nor a witness in an administrative hearing against the Board, shall be granted leave with pay and such leave shall not be deducted from another leave provision, provided documentation of attendance is submitted to the Treasurer's office. If released from duty in a local court (Washington or Wood County) prior to noon (12:00 p.m.), the member shall return to his/her assignment in the district.

## 12.11 FAMILY AND MEDICAL LEAVE ACT

The Board and Association, on its own behalf and on behalf of all bargaining unit members each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. Leave provisions set forth in the FMLA which are also available under this Agreement shall not increase or expand the leaves provided in this Agreement.

## **ARTICLE 13     COMMITTEES AND PROFESSIONAL GROWTH**

### 13.01 HEALTH/SAFETY AND DISCIPLINE COMMITTEE

- A. A Health/Safety and Discipline Committee shall be appointed annually. Four (4) members shall be bargaining unit members, representative of both campuses, chosen by the Association together with up to four (4) administrators or other individuals chosen by the superintendent, with the committee being chaired by the superintendent or designee. The committee shall meet quarterly to develop and review district health/safety and discipline policies and procedures and recommend any necessary professional development and policy changes. The committee may consult outside experts. The program(s), time(s), date(s) shall be set by the committee.

### 13.02 EDUCATIONAL DEVELOPMENT COMMITTEE

The Board and the Association agree that bargaining unit members should participate in reviewing, revising, updating, and amending current curriculum and to make recommendations to the Board of Education through the superintendent. For this purpose, the Board of Education shall create an Educational Development Committee which shall be appointed by the superintendent. The Association shall have the right to recommend one-half (1/2) of the membership of the committee.

### 13.03 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve individual professional plans for certificate/license renewal that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's) per OAC 3301-27-08.
- B. The LPDC shall consist of eight members: five (5) bargaining unit members, each with at least three (3) years of experience, four (4) of whom must be classroom teachers, and three (3) administrators. The Association President shall appoint the teachers; the Superintendent shall appoint the administrators.
1. Terms in office shall run from July 1 to June 30. Initially, four (4) committee members shall each serve two (2) year terms and four (4)

members will serve three (3) year teams. After these initial terms, members will serve two (2) year terms.

2. The Appointments shall be made by each party outlined above, notifying the other of those appointed.
3. In the event of a vacancy, the committee members shall be replaced in accordance with B.1 above.
4. The LPDC shall elect a chairperson and a secretary/recorder.

C. This committee shall meet at least monthly. Additional meetings may be scheduled as needed. Meetings shall require a quorum of four (4) members in order to act. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of the administrative member, cause a majority of the committee to consist of administrative members by reducing the number of bargaining unit members voting on the plan.

1. The committee shall meet after regular school hours. The members of the committee will be compensated at seventeen dollars fifty cents (\$17.50) per hour for all time spent in meetings or training.
2. Decisions of the LPDC will be made by a majority vote of the committee members present.
3. LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case the number required for a quorum will be reduced by one.
4. The committee minutes shall be prepared by the recorder and maintained in compliance with the laws governing the operation of committees of public bodies.
5. Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.
6. Members are encouraged to submit CEU credits and college course hours within the year they are earned. However, members may submit earned coursework, CEU credits and/ or college course hours at any time prior to license renewal.

D. Training

1. Members of the LPDC shall be provided the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

2. Training will be provided in accordance with Article 12, Section 12.03 (Professional Leave) of this agreement.
3. LPDC training for committee members shall constitute appropriate “equivalent activities” for the purpose of the committee members’ own individual development plans, if the committee so decides.

E. Appeals

Any appeal of an LPDC decision must be made according to the following procedure:

1. If the IPDP is rejected, the educator shall be given a copy of the guidelines/criteria sheet with reasons for rejection clearly stated. Educators whose plans have been rejected may submit a revised plan within ten (10) work days of the initial rejection notification, may secure more detailed supportive materials to substantiate the legitimacy of their original plan, or may contact the LPDC chair to file an appeal. Educators are responsible for maintaining all professional development records and completing all necessary paperwork for license renewal.
2. If the educator disagrees with an LPDC, the educator must contact the chair to request a meeting with the LPDC to discuss the IPDP and gain an understanding of the committee’s reasons for rejection. If after this meeting for reconsideration has taken place and the educator remains in disagreement with the LPDC, a third party shall review the LPDC’s decision. The third party shall be in the form of a panel consisting of one licensed educator selected by the LPDC, one licensed educator selected by the educator making the appeal for reconsideration, and one licensed educator agreed upon by the LPDC and the educator whose plan is under review. These three individuals then function as a panel to review the LPDC’s decision and either uphold or overturn the decision.
3. Guidelines and operating procedures of the LPDC shall be given to each certified educator upon his/her employment with the Board.

#### 13.04 DISTRICT RESOURCE PERSON

District resource persons are members who are willing to commit time and expertise to enhancing the learning process. Such activities may include, but are not limited to, attendance at priority training (core training in leadership), problem solving training, teamwork training and similar activities. Members desiring to be district resource persons will indicate that willingness as part of the annual personal (individual) professional development plan. While the designation of "District Resource Person" does not entitle the member to additional compensation, persons holding that designation will receive priority consideration for such additional rewards as may become available by way of grants, extra training sessions, extended planning or research time and/or the

award of stipends. District resource persons shall be informed of the availability and amount of any remuneration prior to the commencement of any work in that capacity. The aggregate amount of remuneration for all district resource persons service shall not exceed \$6,000 annually for the duration of this agreement.

### 13.05 TEAM LEADER/DEPARTMENT CHAIR POSITIONS

- A. The purpose of Team Leader/Department Chair is to enhance student achievement through the coordination and facilitation of an integrated sequential curriculum. The performance responsibilities of team leaders/department chairs are described on Appendix H.
- B. The Team Leaders/Department Chair positions shall be posted and filled as a supplemental contract. Team Leaders/Department Chairs must have at least three (3) years' successful teaching experience and have served on a course of study writing team and/or a material selection committee and demonstrated a record of documented professional growth. Team Leaders/Department Chairs will be entitled to remuneration by supplementary salary stipend as provided in the Supplementary Salary Schedule. The evaluation of Team Leaders/Department Chairs' performance shall be separate from and unrelated to the evaluation of their teaching performance.
- C. Team Leaders/Department Chairs will be selected by grade level in grades K-6, and in the areas of language arts, mathematics, science and social studies in grade levels 7-12 grade.

### 13.06 PEER ASSISTANCE AND REVIEW

The Belpre Education Association and Belpre Board of Education believe that optimum student performance can be achieved only where there is a qualified and effective teacher in the classroom. They believe further that a peer assistance and review program ("PAR")—the primary purpose of which is to improve teaching performance—can significantly contribute to the attainment of this objective.

Accordingly, the parties agree as follows:

- A. PAR Council
  - 1. A PAR Council ("Council") will be established promptly after the effective date of the Agreement. The Council will consist of seven (7) members, including four (4) members appointed by the Association President and three (3) members appointed by the Superintendent. The Council will establish its own rules of procedure, including the method for the selection of a Chairperson.

2. The Council will establish its own meeting schedule. Such meetings shall take place outside the regular workday.
3. The Council will, among its other functions, conduct as part of the in-service training program at the beginning of each school year a PAR orientation program, which will be designed to explain the purposes, structure, and operation of the PAR Program to teachers and members of the administration.

B. Participating Teachers (PT)

A Participating Teacher is a teacher who receives assistance through the PAR Program in an effort to improve his or her instructional skills, classroom management, knowledge of subject, and related aspects of his or her teaching performance. There are three (3) categories of Participating Teachers as follows:

1. New Teacher Participants
  - a. In order to help them successfully begin their careers in the Belpre City School District, all newly-hired teachers who have not previously participated in a PAR Program, including newly hired teachers with previous teaching experience and Resident Educator teachers, are required to participate in the PAR Program during their first year of service in the School District (“New Teacher Participants” or “NTP”). The purpose of such participation is professional development. The Council may at the end of the first semester release an experienced NTP after consulting with both the NTP and the CT.
  - b. The Council will assign a Consulting Teacher to work with the NTP. At the request of the NTP or the assigned Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the NTP at any time during the school year.
  - c. Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the NTP to achieve as high a level of teaching performance as possible. Prior to December 1 and May 1, the Consulting Teacher will complete the Peer Assistance and Review Documentation Form, consisting in part of a summarization of 1) discussions between the NTP and the CT; 2) a description of the CT’s observation of the NTP; 3) any relevant debriefing from the NTP’s observation of the CT; and 4) a synopsis of professional development programs the CT and NPT attended or plan to attend together. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with, the

NTP. Following such discussion, a copy of the Peer Assistance and Review Documentation Form will be submitted to the Council. The NTP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form submitted by the Consulting Teacher.

- d. It is the intent of the parties that the PAR Program not be used in the NTP's evaluation process and the CT should refrain from using evaluative or judgmental language in his/her Interim and Final Reports.

## 2. Experienced Teacher Participants

- a. Experienced teachers (i.e., with at least one (1) year of prior teaching service in the School District) who receive a rating of "Needs Intervention" on their "Summative Recommendation Form" will be required to participate in the PAR Program the following school year.
- b. An evaluator can require participation in the PAR Program as an ETP when multiple deficiencies or repeated occurrences are documented and discussed with the ETP.
- c. The Council will assign a Consulting Teacher to work with the ETP. At the request of the ETP or the Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the ETP at any time during the school year.
- d. The Consulting Teacher will use such methods as he or she deems appropriate to help the ETP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the ETP to achieve as high a level of teaching performance as possible. Prior to December 1 and May 1, the Consulting Teacher will complete the Peer Assistance and Review Documentation Form, consisting in part of a summarization of 1) discussions between the ETP and the CT; 2) a description of the CT's observation of the ETP; 3) any relevant debriefing from the ETP's observation of the CT; and 4) a synopsis of professional development programs the CT and ETP attended or plan to attend together. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with, the ETP. Following such discussion, a copy of the Peer Assistance and Review Documentation Form will be submitted to the Council. The ETP will have the right to submit to the Council a written response to

each Peer Assistance and Review Documentation Form submitted by the Consulting Teacher. If the Consulting Teacher concludes in the May 1 Report that a satisfactory level of teaching performance has not been achieved, the ETP, at his or her request, will have the right to meet with the Council, and to be represented at this meeting by a representative of his or her choice.

- e. It is the intent of the parties that the PAR Program not be used in the NTP's evaluation process and the CT should refrain from using evaluative or judgmental language in his/her Interim and Final Reports.

### 3. Volunteer Teacher Participants

- a. An experienced teacher (i.e., with at least one (1) year of service in the School District) who is experiencing teaching performance problems or seeks to improve his or her teaching performance may request the Council to assign a Consulting Teacher to work with him or her under the PAR Program ("Volunteer Teacher Participant" or "VTP"). It is expressly understood that the purpose of such participation is to provide peer assistance, and the Consulting Teacher will play no role in the evaluation of the teaching performance of a VTP. A VTP may terminate his or her participation in the PAR Program at the end of the first semester.
- b. The Council will assign a Consulting Teacher to work with the VTP. At the request of the VTP or the Consulting Teacher, or on its own initiative, the Council may assign a different Consulting Teacher to work with the VTP at any time during the school year.
- c. The Consulting Teacher will use such methods as he or she deems appropriate to help the VTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. Based upon direct classroom observations, conferences, and such other means as may be appropriate, the Consulting Teacher will assist the VTP to achieve as high a level of teaching performance as possible. Prior to December 1 and May 1, the Consulting Teacher will complete the Peer Assistance and Review Documentation Form, consisting in part of a summarization of 1) discussions between the VTP and the CT; 2) a description of the CT's observation of the VTP; 3) any relevant debriefing from the VTP's observation of the CT; and 4) a synopsis of professional development programs the CT and VTP attended or plan to attend together. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with, the VTP. Following such discussion, a copy of the Peer Assistance and Review



Documentation Form will be submitted to the Council. The VTP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form submitted by the Consulting Teacher. The Consulting Teacher will continue to provide assistance to the VTP until he or she concludes that the teaching performance of the VTP is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a written Peer Assistance and Review Documentation Form to the Council. A copy of each Peer Assistance and Review Documentation Form will be submitted to, and discussed with the VTP before it is submitted to the Council. The VTP will have the right to submit to the Council a written response to each Peer Assistance and Review Documentation Form prepared by the Consulting Teacher. If the Consulting Teacher concludes that a satisfactory level of teaching performance has not been achieved, the VTP, at his or her request, will have the right to meet with the Council, and to be represented at this meeting by a representative of his or her choice.

- d. It is the intent of the parties that the PAR Program not be used in the VTP's evaluation process and the CT should refrain from using evaluative or judgmental language in his/her Interim and Final Reports.

#### E. Consulting Teachers

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for Consulting Teachers will be as follows
  - a. At least five (5) years of teaching experience, and
  - b. Hold Resident Educator Mentor certification (required only for mentoring teachers working under a Resident Educator License), Pathwise training, Mentor training, TIF Teacher training, or BFK Lead Teacher training.
  - c. Evaluation Rubric Rating of proficient or better on his/her most recent evaluation.
2. The number of Consulting Teachers in any school year will be determined by the Council based upon participation in the PAR Program, the budget available for the PAR Program, and other relevant considerations.
3. Upon completion of all Consulting Teacher duties, and submission of the Peer Assistance and Review Documentation Form the Resident Educator

CT will be paid a stipend of \$500 plus benefits at the end of each semester, and all others will be paid a stipend of \$250 plus benefits at the end of each semester, contingent upon the completion of all duties listed in (4) below.

4. Duties

a. CTs for Resident Educators will, in addition to the duties listed below, be required to follow the procedures established by the Ohio Department of Education, and expected to fulfill all requirements. Additionally, in collaboration with the NTP, the CT will arrange for attendance at a professional conference related to improving their teaching expertise and/or improvement.

b. CTs will be required to;

1. Collaborate with the Participating Teachers (PTs) on a weekly basis, maintaining a journal related to the discussions.

2. Written reports must be submitted as described in section (B)(1)(c & d).

3. Observe the PTs at least one-half day each semester, and use their weekly collaboration time to debrief the observation. Videoing all or part of the observation of the PTs is strongly encouraged, but not required.

4. Arrange for the PTs at least one day per semester, to observe other teachers (1/2 to observe the CT and 1/2 to observe other teachers chosen collaboratively by the CT and the PTs.)

5. The Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance as a Consulting Teacher, or other just cause. Prior to the effective date of such removal, the Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss said reasons.

F. Facilitator

1. A Facilitator is a teacher who will help guide, clarify, and offer emotional, logistical and technical support to Resident Educators as they work

through the RESA process. The qualifications for a Facilitator will be as follows:

- a. At least five years of teaching experience, and
  - b. Hold Facilitator certification issued from ODE.
  - c. Teacher performance rating of skilled or above on his/her most recent evaluation
2. Upon completion of all duties, the Facilitator will be paid a stipend of \$175 plus benefits at the end of each semester.
  3. Duties
    - a. Collaborate with Participating Teachers at least once every month during the school year while providing a written summary of the collaborative conversations.
    - b. Keep a log of additional support given to RESA candidates, including date and general summary of support given.
    - c. Provide documentation to the PAR council by December 1 and May 1.

G. Records Maintenance

Except as otherwise provided above, all communications among the Council, Participating Teachers, and Consulting Teachers, and all documents produced in connection with the PAR Program, will be confidential, and will be used solely for purposes of the PAR Program. Said documents will be kept in special files maintained by the Council, unless the PAR Program is discontinued, in which event the files will be maintained by the School District's Central Office.

### 13.07 SPECIAL PROJECTS

1. The superintendent may determine, in his or her sole discretion, that it is necessary to offer a special project stipend for work over and above that normally and traditionally required of a bargaining unit member and not otherwise covered under this agreement. Special project assignments are voluntary. If special project assignments are offered and accepted, the member will be paid a stipend as determined by the superintendent and approved by the Board. The bargaining unit member will be

informed of the availability and amount of the stipend prior to the start of the special project.

2. The curriculum rate for bargaining unit members will be thirty dollars (\$30) per hour.

#### 13.08 MASTER TEACHER

- A. A Master Teacher Committee shall be established for the purpose of designating teachers in the building/district as Master Teachers.
- B. The Master Teacher Committee shall comprise a majority of practicing teachers. The association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.
- C. The Master Teacher Committee members shall jointly establish a plan of operation for the appropriate designation of a Master Teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local association members, and the appeal procedure.
- D. The term of office for members of the Master Teacher Committee shall be three (3) years, and they shall be staggered.
- E. The Master Teacher Committee shall have no involvement or relation to an employee's performance evaluation or any employment decision.
- F. Meetings of the Committee will occur outside of the school day. A stipend of twenty dollars (\$20) per hour will be paid to bargaining unit members serving on the Committee.
- G. The Master Teacher Committee shall be provided with adequate and secure space for storage of records, files and any other necessary materials.
- H. Upon attaining the designation of Master Teacher, bargaining unit members will receive a one-time stipend of \$500.00.

### **ARTICLE 14                    DIGITAL AND ALTERNATIVE LEARNING**

#### 14.01 PURPOSE

The purpose of alternative learning environments is to offer students a variety of learning opportunities, either within or outside of the traditional classroom. Any method of obtaining a grade or credit by means other than traditional course completion in a traditional classroom environment shall be considered digital/alternative learning environments and are subject to this provision.

Alternative learning environments currently include, but are not limited to, computer-based instruction, Credit Flexibility, Eagle Academy, teaching classes outside of a traditional classroom, or teaching students off the school district's property.

#### 14.02 EAGLE ACADEMY

Purpose: The purpose of the Eagle Academy is to offer an alternative learning environment for students who may have been unsuccessful in traditional classrooms or have other credit recovery issues that need to be addressed outside the regular classroom.

- A. Teacher Involvement: The Association President will select up to five (5) members, including Eagle Academy teachers, to work with high school administration to recommend policies and procedures for the program, including but not limited to, class size, criteria for student selection and removal, communication procedures, safety issues, job description/ responsibilities, discipline procedures, and timelines. Committee meetings and scheduled work that would fall outside the contractual school day/meeting schedule/school year will be reimbursed at twenty dollars (\$20) per hour. In the event that the committee cannot reach consensus on an issue, the issue will be referred to the Superintendent and Association President.

#### 14.03 ONLINE/DISTANCE LEARNING

- A. Any district alternative, electronic, or distance learning projects, included but not limited to, computer-based instruction, Credit Flexibility, and Eagle Academy, shall not reduce the total number of Bargaining Unit Members employed or reduce the hours worked as a result of the implementation and use of any such program.
- B. Online and Distance Learning courses should follow the Board adopted standards for that particular subject area.
- C. Online learning will be utilized for the following situations, including but not limited to, credit recovery, electives that are not offered or unable to be scheduled for a student, and enrichment opportunities.
- D. The online/distance learning teacher(s) will work with Administration and Intervention Specialists to ensure support is provided for special needs students who are enrolled in online learning courses.

#### 14.04 Dual Credit (College Credit Plus)

1. The opportunity to teach any course offered by the school district through Dual Credit (College Credit Plus) shall be offered to all members of the bargaining unit who are qualified to teach the course. Teaching a course that qualifies for Dual Credit (CCP) shall

be mutually agreed upon by the teacher and no teaching employee shall be forced to meet the requirements to teach the course. Furthermore, no outside employees shall be solicited unless there is no other option for a student to take that course.

2. No existing bargaining unit position shall be eliminated, and no bargaining unit employee shall be displaced, as a result of the District's participation in Dual Credit (CCP). If multiple teachers are certified to teach the same CCP classes and want to teach the same course, they will be assigned to teach that course on a rotating basis beginning with the most senior teacher.
3. Teachers of Dual Credit (CCP) courses shall be afforded release time, as needed, to attend quality workshops and conferences related to Dual Credit (CCP). Additionally, Dual Credit (CCP) teachers will be paid at their per diem rate for any Orientation days/meetings required by the host college and/or college mentor which falls outside of the teacher's contract day and/or school year. Teachers must follow established procedures and use established district forms for reimbursement.
4. A teacher who teaches Dual Credit (CCP) classes is eligible to receive up to twenty-five hours of extended time per year at their per diem rate for duties related to those CCP classes which exceed the amount of time they would normally spend on a class that is not a CCP class. The extended time spent for CCP classes must be documented on a timesheet with a brief description of the work done during the extended time that differentiates between the work required for a CCP class and a typical high school class. They may also be afforded time without students during the normal school day at times during the year that require extensive grading of compositions or other like duties that are not within the scope of their normal duties. Such time should be coordinated with the building Principal who will provide supervision for students during the normal school day.
5. Any evaluation done by the Higher Education Institution of a bargaining unit member teaching a Dual Credit (CCP) class will not impact the teacher's OTES evaluation cycle.

## **ARTICLE 15     CONDITIONS AND DURATION**

### **15.01 DISTRIBUTION**

This contract and any subsequent Memorandums of Understanding shall be distributed electronically by the Board of Education, as needed, and available on the district's servers to district employees and Board of Education members.

## 15.02 PROVISIONS CONTRARY TO LAW

- A. In the event there is conflict between a provision of this contract and ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10 (A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision.
- B. All other provisions of this contract which are not in conflict with ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.
- C. If, during the term of this contract, there is a change in ORC 4117.10 (A) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

## 15.03 RIGHTS AND OPPORTUNITIES

- A. The parties to this agreement acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matters subject to negotiations and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- B. During the duration of this agreement, the Board shall maintain all terms, conditions, and benefits of employment as set forth in this agreement, at not less than the level in effect as of the effective date of this agreement

## 15.04 DURATION OF AGREEMENT

- A. The written provisions of this agreement shall constitute the whole and entire agreement between the parties with respect to all issues within the scope of bargaining. Any matters not covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of the agreement.
- B. This agreement shall become effective July 1, 2023 and shall remain in full force and effect until midnight, June 30, 2026.

FOR THE ASSOCIATION:

William E. Van Ritt

Association President

Kathryn M. Scimia

Bargaining Team Member

Jacq Varner

Bargaining Team Member

Wendy Calaway

Bargaining Team Member

FOR THE BOARD:

Wendy Chuah

Board President

Myky Long

Superintendent

Jane Sun

Treasurer

W. O. McCall

Board Member

Cathy L. O'Donnell

Board Member

Mollie Haught

Board Member

Frederic Merrett

Board Member

Date: 9/26/23

Date: 9/26/23



BELPRE CITY SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
2023 – 2024

2023-2024 Salary Schedule								
\$37,748.00	Bachelor's Degree		Bach. Degree (150 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.	
4%								
0	1.0000	\$ 37,748	1.0400	\$ 39,258	1.0950	\$ 41,334	1.1500	\$ 43,410
1	1.0400	\$ 39,258	1.0850	\$ 40,957	1.1450	\$ 43,221	1.2000	\$ 45,298
2	1.0800	\$ 40,768	1.1300	\$ 42,655	1.1950	\$ 45,109	1.2500	\$ 47,185
3	1.1225	\$ 42,372	1.1775	\$ 44,448	1.2450	\$ 46,996	1.3000	\$ 49,072
4	1.1650	\$ 43,976	1.2250	\$ 46,241	1.2950	\$ 48,884	1.3500	\$ 50,960
5	1.2075	\$ 45,581	1.2725	\$ 48,034	1.3450	\$ 50,771	1.4000	\$ 52,847
6	1.2550	\$ 47,374	1.3250	\$ 50,016	1.4050	\$ 53,036	1.4600	\$ 55,112
7	1.3025	\$ 49,167	1.3775	\$ 51,998	1.4650	\$ 55,301	1.5200	\$ 57,377
8	1.3500	\$ 50,960	1.4300	\$ 53,980	1.5250	\$ 57,566	1.5800	\$ 59,642
9	1.3975	\$ 52,753	1.4825	\$ 55,961	1.5850	\$ 59,831	1.6400	\$ 61,907
10	1.4450	\$ 54,546	1.5350	\$ 57,943	1.6450	\$ 62,095	1.7000	\$ 64,172
11	1.4925	\$ 56,339	1.5878	\$ 59,936	1.7050	\$ 64,360	1.7600	\$ 66,436
12	1.5400	\$ 58,132	1.6400	\$ 61,907	1.7650	\$ 66,625	1.8200	\$ 68,701
13	1.5875	\$ 59,925	1.6925	\$ 63,888	1.8250	\$ 68,890	1.8800	\$ 70,966
14			1.7450	\$ 65,870	1.8850	\$ 71,155	1.9400	\$ 73,231
20			1.7712	\$ 66,859	1.9133	\$ 72,223	1.9691	\$ 74,330
23			1.7889	\$ 67,527	1.9324	\$ 72,944	1.9888	\$ 75,073
28			1.8089	\$ 68,282	1.9524	\$ 73,699	2.0088	\$ 75,828

- Five Years - Defined as 150 semester hours.
- Master's Degree - Defined as a Master's Degree from an accredited college or University.
- Master's + 15 - Defined as 15 semester hours earned after the date a Master's Degree is conferred.

Movement between columns must be supported by official transcripts from a college or university. Pay will be retroactive to the date the bargaining unit member notifies the Treasurer's Office through transcripts, grade reports or other official documentation from the college or university.

All bargaining unit members will receive annual notification from the Superintendent's office regarding the number of hours on file, and be given the opportunity to update their records.

Both the administration and association will explain these rules and procedures with teachers new to the district at the New Teacher Orientation.

BELPRE CITY SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
2024 – 2025

**2024-2025 Salary Schedule**

<b>\$39,069.00</b>	<b>Bachelor's Degree</b>		<b>Bach. Degree (150 Hrs.)</b>		<b>Master's Degree</b>		<b>Master's Degree + 15 Grad Hrs.</b>	
<b>3.5%</b>								
<b>0</b>	<b>1.0000</b>	\$ 39,069	<b>1.0400</b>	\$ 40,632	<b>1.0950</b>	\$ 42,781	<b>1.1500</b>	\$ 44,929
<b>1</b>	<b>1.0400</b>	\$ 40,632	<b>1.0850</b>	\$ 42,390	<b>1.1450</b>	\$ 44,734	<b>1.2000</b>	\$ 46,883
<b>2</b>	<b>1.0800</b>	\$ 42,195	<b>1.1300</b>	\$ 44,148	<b>1.1950</b>	\$ 46,687	<b>1.2500</b>	\$ 48,836
<b>3</b>	<b>1.1225</b>	\$ 43,855	<b>1.1775</b>	\$ 46,004	<b>1.2450</b>	\$ 48,641	<b>1.3000</b>	\$ 50,790
<b>4</b>	<b>1.1650</b>	\$ 45,515	<b>1.2250</b>	\$ 47,860	<b>1.2950</b>	\$ 50,594	<b>1.3500</b>	\$ 52,743
<b>5</b>	<b>1.2075</b>	\$ 47,176	<b>1.2725</b>	\$ 49,715	<b>1.3450</b>	\$ 52,548	<b>1.4000</b>	\$ 54,697
<b>6</b>	<b>1.2550</b>	\$ 49,032	<b>1.3250</b>	\$ 51,766	<b>1.4050</b>	\$ 54,892	<b>1.4600</b>	\$ 57,041
<b>7</b>	<b>1.3025</b>	\$ 50,887	<b>1.3775</b>	\$ 53,818	<b>1.4650</b>	\$ 57,236	<b>1.5200</b>	\$ 59,385
<b>8</b>	<b>1.3500</b>	\$ 52,743	<b>1.4300</b>	\$ 55,869	<b>1.5250</b>	\$ 59,580	<b>1.5800</b>	\$ 61,729
<b>9</b>	<b>1.3975</b>	\$ 54,599	<b>1.4825</b>	\$ 57,920	<b>1.5850</b>	\$ 61,924	<b>1.6400</b>	\$ 64,073
<b>10</b>	<b>1.4450</b>	\$ 56,455	<b>1.5350</b>	\$ 59,971	<b>1.6450</b>	\$ 64,269	<b>1.7000</b>	\$ 66,417
<b>11</b>	<b>1.4925</b>	\$ 58,310	<b>1.5878</b>	\$ 62,034	<b>1.7050</b>	\$ 66,613	<b>1.7600</b>	\$ 68,761
<b>12</b>	<b>1.5400</b>	\$ 60,166	<b>1.6400</b>	\$ 64,073	<b>1.7650</b>	\$ 68,957	<b>1.8200</b>	\$ 71,106
<b>13</b>	<b>1.5875</b>	\$ 62,022	<b>1.6925</b>	\$ 66,124	<b>1.8250</b>	\$ 71,301	<b>1.8800</b>	\$ 73,450
<b>14</b>			<b>1.7450</b>	\$ 68,175	<b>1.8850</b>	\$ 73,645	<b>1.9400</b>	\$ 75,794
<b>20</b>			<b>1.7712</b>	\$ 69,199	<b>1.9133</b>	\$ 74,751	<b>1.9691</b>	\$ 76,931
<b>23</b>			<b>1.7889</b>	\$ 69,891	<b>1.9324</b>	\$ 75,497	<b>1.9888</b>	\$ 77,700
<b>28</b>			<b>1.8089</b>	\$ 70,672	<b>1.9524</b>	\$ 76,278	<b>2.0088</b>	\$ 78,482

- Five Years - Defined as 150 semester hours.
- Master's Degree - Defined as a Master's Degree from an accredited college or University.
- Master's + 15 - Defined as 15 semester hours earned after the date a Master's Degree is conferred.

Movement between columns must be supported by official transcripts from a college or university. Pay will be retroactive to the date the bargaining unit member notifies the Treasurer's Office through transcripts, grade reports or other official documentation from the college or university.

All bargaining unit members will receive annual notification from the Superintendent's office regarding the number of hours on file, and be given the opportunity to update their records.

Both the administration and association will explain these rules and procedures with teachers new to the district at the New Teacher Orientation.

BELPRE CITY SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
2025 – 2026

**2025-2026 Salary Schedule**

\$40,436.00 3.5%	Bachelor's Degree		Bach. Degree (150 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.	
0	1.0000	\$ 40,436	1.0400	\$ 42,053	1.0950	\$ 44,277	1.1500	\$ 46,501
1	1.0400	\$ 42,053	1.0850	\$ 43,873	1.1450	\$ 46,299	1.2000	\$ 48,523
2	1.0800	\$ 43,671	1.1300	\$ 45,693	1.1950	\$ 48,321	1.2500	\$ 50,545
3	1.1225	\$ 45,389	1.1775	\$ 47,613	1.2450	\$ 50,343	1.3000	\$ 52,567
4	1.1650	\$ 47,108	1.2250	\$ 49,534	1.2950	\$ 52,365	1.3500	\$ 54,589
5	1.2075	\$ 48,826	1.2725	\$ 51,455	1.3450	\$ 54,386	1.4000	\$ 56,610
6	1.2550	\$ 50,747	1.3250	\$ 53,578	1.4050	\$ 56,813	1.4600	\$ 59,037
7	1.3025	\$ 52,668	1.3775	\$ 55,701	1.4650	\$ 59,239	1.5200	\$ 61,463
8	1.3500	\$ 54,589	1.4300	\$ 57,823	1.5250	\$ 61,665	1.5800	\$ 63,889
9	1.3975	\$ 56,509	1.4825	\$ 59,946	1.5850	\$ 64,091	1.6400	\$ 66,315
10	1.4450	\$ 58,430	1.5350	\$ 62,069	1.6450	\$ 66,517	1.7000	\$ 68,741
11	1.4925	\$ 60,351	1.5878	\$ 64,204	1.7050	\$ 68,943	1.7600	\$ 71,167
12	1.5400	\$ 62,271	1.6400	\$ 66,315	1.7650	\$ 71,370	1.8200	\$ 73,594
13	1.5875	\$ 64,192	1.6925	\$ 68,438	1.8250	\$ 73,796	1.8800	\$ 76,020
14			1.7450	\$ 70,561	1.8850	\$ 76,222	1.9400	\$ 78,446
20			1.7712	\$ 71,620	1.9133	\$ 77,366	1.9691	\$ 79,623
23			1.7889	\$ 72,336	1.9324	\$ 78,139	1.9888	\$ 80,419
28			1.8089	\$ 73,145	1.9524	\$ 78,947	2.0088	\$ 81,228

- Five Years - Defined as 150 semester hours.
- Master's Degree - Defined as a Master's Degree from an accredited college or University.
- Master's + 15 - Defined as 15 semester hours earned after the date a Master's Degree is conferred.

Movement between columns must be supported by official transcripts from a college or university. Pay will be retroactive to the date the bargaining unit member notifies the Treasurer's Office through transcripts, grade reports or other official documentation from the college or university.

All bargaining unit members will receive annual notification from the Superintendent's office regarding the number of hours on file, and be given the opportunity to update their records.

Both the administration and association will explain these rules and procedures with teachers new to the district at the New Teacher Orientation.

**Belpre City Schools Supplemental Salary Scale**

	<b>Pay</b>	<b>Number</b>
<b>Category 1</b>		
High School Head Football	\$ 7,000.00	1
High School Head Boys Basketball	\$ 7,000.00	1
High School Head Girls Basketball	\$ 7,000.00	1
High School Band Director	\$ 7,000.00	1
<b>Category 2</b>		
High School Head Baseball	\$ 3,800.00	1
High School Head Softball	\$ 3,800.00	1
High School Head Track: Boys	\$ 3,800.00	1
High School Head Track: Girls	\$ 3,800.00	1
High School Head Volleyball	\$ 3,800.00	1
High School Football: Head Assist.	\$ 3,800.00	1
High School Head Cheerleading	\$ 3,800.00	1
High School Head Cross Country	\$ 3,800.00	1
High School Head Soccer	\$ 3,800.00	1
High School Head Golf	\$ 3,800.00	1
High School Head Wrestling	\$ 3,800.00	1
<b>Category 3</b>		
High School Assist. Basketball: Boys	\$ 3,500.00	1
High School Assist. Basketball: Girls	\$ 3,500.00	1
High School Pep Band Director	\$ 3,500.00	1
High School Football: Assistant	\$ 3,500.00	4
<b>Category 4</b>		
7 <sup>th</sup> and 8 <sup>th</sup> Grade Head Football	\$ 2,500.00	1
High School Assist. Soccer	\$ 2,500.00	1
7 <sup>th</sup> /8 <sup>th</sup> Grade Assist. Soccer	\$ 2,500.00	1
High School Baseball Assist.	\$ 2,500.00	1
High School Softball Assist.	\$ 2,500.00	1
High School Reserve Cheerleading	\$ 2,500.00	1
High School Yearbook Advisor	\$ 2,500.00	1
High School Band: Assistant Director	\$ 2,500.00	1
High School Choir Director	\$ 2,500.00	1
Freshman Basketball: Boys	\$ 2,500.00	1
Freshman Basketball: Girls	\$ 2,500.00	1
8 <sup>th</sup> Grade Head Basketball: Boys	\$ 2,500.00	1
8 <sup>th</sup> Grade Head Basketball: Girls	\$ 2,500.00	1
7 <sup>th</sup> Grade Head Basketball: Boys	\$ 2,500.00	1
7 <sup>th</sup> Grade Head Basketball: Girls	\$ 2,500.00	1
High School Track: Assist.	\$ 2,500.00	3
High School Volleyball Reserve	\$ 2,500.00	1
High School Wrestling: Assist.	\$ 2,500.00	1
Lead Teachers/Team Leaders	\$ 2,500.00	12

<b>Category 5</b>		
7 <sup>th</sup> /8 <sup>th</sup> Football: Assist.	\$ 2,000.00	2
7 <sup>th</sup> /8 <sup>th</sup> Head Volleyball	\$ 2,000.00	1
7 <sup>th</sup> /8 <sup>th</sup> Head Wrestling	\$ 2,000.00	1
High School Baseball Reserve	\$ 2,000.00	1
High School Softball Reserve	\$ 2,000.00	1
7 <sup>th</sup> /8 <sup>th</sup> Grade Head Track	\$ 2,000.00	1
7 <sup>th</sup> /8 <sup>th</sup> Head Cheerleading	\$ 2,000.00	1
<b>Category 6</b>		
High School Student Council Advisor	\$ 1,750.00	1
7 <sup>th</sup> /8 <sup>th</sup> Head Cross Country	\$ 1,750.00	1
7 <sup>th</sup> /8 <sup>th</sup> Head Golf	\$ 1,750.00	1
High School Drama Club	\$ 1,750.00	1
High School Band: Band Assistant	\$ 1,750.00	2
<b>Category 7</b>		
Weight Room Coordinator	\$ 1,250.00	1
Advisor: Senior Class	\$ 1,250.00	1
Advisor: Junior Class	\$ 1,250.00	1
Advisor: Sophomore Class	\$ 1,250.00	1
Advisor: Freshman Class	\$ 1,250.00	1
7 <sup>th</sup> /8 <sup>th</sup> Cheerleading: Assist.	\$ 1,250.00	1
Elementary Choir Director	\$ 1,250.00	1
7 <sup>th</sup> /8 <sup>th</sup> Grade Assistant Volleyball	\$ 1,250.00	1
7 <sup>th</sup> /8 <sup>th</sup> Grade Assistant Track	\$ 1,250.00	1
<b>Category 8</b>		
High School Quiz Team Advisor	\$ 700.00	1
High School National Honor Society	\$ 700.00	1
7 <sup>th</sup> /8 <sup>th</sup> Grade Student Council Advisor	\$ 700.00	1
Elementary Yearbook	\$ 700.00	1
High School Newspaper Advisor	\$ 700.00	1
<b>Category 9</b>		
High School Science Olympiad	\$ 500.00	1
Elementary Science Olympiad	\$ 500.00	1
High School Greenhouse Club	\$ 500.00	1
High School Spanish Club	\$ 500.00	1
High School Art Club	\$ 500.00	1
High School Outdoor Club	\$ 500.00	1
Elementary Girls Coding Club	\$ 500.00	1
Chess Club	\$ 500.00	1
Spelling Bee Coordinator	\$ 500.00	1
High School Personal/Prof. Dev. Club	\$ 500.00	1
E-Sport Club	\$ 500.00	1
7 <sup>th</sup> /8 <sup>th</sup> Grade Yearbook	\$ 500.00	1

BELPRE CITY SCHOOLS  
GRIEVANCE REPORT FORM  
(Complete in Quadruplicate)

Name of Grievant \_\_\_\_\_ Assignment \_\_\_\_\_

Building \_\_\_\_\_ Date \_\_\_\_\_

Step I

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievant

2. Relief Sought

\_\_\_\_\_  
Signature Date

C. Disposition of Supervisor

\_\_\_\_\_  
Signature Date

Step II

A. Position of Grievant and/or ASSOCIATION

\_\_\_\_\_  
Signature Date

B. Date received by Superintendent \_\_\_\_\_

C. Disposition by Superintendent

\_\_\_\_\_  
Signature Date

Step III

A. Position of Grievant and/or ASSOCIATION

\_\_\_\_\_  
Signature Date

B. Date received by Board \_\_\_\_\_

C. Disposition by Board

\_\_\_\_\_  
Signature Date



## **TEAM LEADER / DEPARTMENT CHAIR RESPONSIBILITIES**

- Organize and participate in at a minimum, quarterly (four times per year) team/department meetings.
- Create and distribute meeting agendas and minutes using district developed formats.
- Submit to the building principal, agendas prior to all team/department meetings, and minutes from the meetings.
- Attend meetings with other team leaders/department chairs and building principals as required to achieve cross-curricular teaching/planning and coordination of programs, and implementation of the district and building improvement plan.
- Work with principal and department/building teachers to create total school, department and individual staff development.
- Work with department/building teachers to improve teaching/learning through the use of data driven decisions.
- Coordinate textbook and supplementary materials selection and inventories.
- Work with the principal and department/grade level teachers to accomplish the instruction of state standards.
- Participate in hiring interviews for department/building team personnel.
- Meet with student/parent focus groups on a semester basis to review departmental/ building team vision/development
- Actively assist NCA chairperson in department activities required for certification
- Perform yearly curriculum review and recommend course offerings to the principal.
- Facilitate district and building improvement utilizing the “Facilitating District-wide Improvement in Instructional Practice and Student Performance using Teacher Based Teams” Guide.
- Monitor student performance data as an instructional strategy.
- Create a team/department culture that supports the effective use of data to improve student performance by organizing and presenting student assessment data in ways that identify gaps and trends in student performance.
- Model collaboration and an inquiry-based attitude.
- Oversee the implementation of the team/department’s formative assessment program.

**Revised: August 2010**

**REQUEST FOR SICK LEAVE ASSISTANCE**

Employee's Name \_\_\_\_\_

I am requesting \_\_\_\_\_ number of days from the Sick Leave Assistance Program.

The reason I am requesting Sick Leave is:

- 1. I understand that my request will be considered and granted only if there are days donated by fellow employees to this Sick Leave Assistance Program.
- 2. I understand that the number of days granted cannot exceed the number of days that have been donated.
- 3. I have read the guidelines for use of Sick Leave Assistance Program in the Master Agreement.
- 4. I understand that I am only eligible to use the Sick Leave Assistance Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Person Making Request

(Name may be withheld on donation request form upon request of person making request for Sick Leave Assistance).

I DO \_\_\_\_\_ I DO NOT \_\_\_\_\_

request that my name be withheld.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

Under the provisions of the negotiated contract, the Belpre City School District Board of Education and the Belpre Education Association have agreed to establish a Sick Leave Assistance Program.

The purpose of this program is to allow individual employees to donate up to a maximum of five (5) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury and been approved by the Sick Leave Assistance Committee.

**GUIDELINES FOR DONATION OF SICK LEAVE**

1. Anyone making a donation must have accumulated at least fifty (50) days of sick leave.
2. Sick leave will be deducted from the total accumulation of the donor.
3. Donors may donate any number of days up to a total of five (5) days to this Sick Leave Assistance Program.
4. Names of donors to the Sick Leave Assistance Program will be kept confidential.
5. Unused Sick Leave will be restored to donors on a prorated basis rounded off to the next lowest whole number at the termination of donee's usage.
6. Sick Leave Assistance Programs will be established only to meet a specific request.

I have read the above information and agree to donate \_\_\_\_\_ days for Sick Leave Assistance to

\_\_\_\_\_.

Name of Employee Receiving Donation  
(Name may be withheld upon request)

I currently have a total of \_\_\_\_\_ days of accumulated sick leave.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Employee Making Donation

\_\_\_\_\_  
Signature

**BELPRE CITY SCHOOLS** Individual Professional Development Plan

Name:	Submission Date:
Assignment:	Area of Licensure:
Licensure Issue Date:	Licensure Issue Expiration:
IPDP Effective Dates: 2023-2024	Next Renewal: (circle or highlight one) Transitioning Alternate License to Professional License Transitioning from RE License to Professional License Renewing Professional License

Goals List 3-5 goals for your professional development learning. Within each goal, include three distinct aspects: (1) intention to engage in learning; (2) focus for learning; and (3) rationale for & application of learning. Indicate which [Ohio Educator Standard\(s\)](#) each goal reflects. (See sample goal below.)

<p><b>Sample Goal:</b>  <i>I will increase my knowledge of PBIS strategies to manage groups of students in order to improve classroom management.</i></p> <p><b>Educator Standards:</b>  <i>Teacher Standard #1, Teachers understand student learning &amp; development and respect the diversity of the students they teach.</i>  <i>Teacher Standard #5, Teachers create learning environments that promote high levels of learning &amp; achievement for all students.</i></p>
<p>Goal 1 (include Educator Standards)</p>

Goal 2 (include Educator Standards)

Goal 3 (include Educator Standards)

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Self-Assessment Summary Tool

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:

Date:

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio's Learning Standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio's Learning Standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance of an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			



## Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_

Self-Directed (Accomplished)    
  Jointly Developed (Skilled)    
  Evaluator Guided (Developing)

Choose the <b>Domain(s)</b> aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <b><i>Ohio Standards for the Teaching Profession</i></b>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Belpre Teacher Evaluation System**

Pre-Observation Planning and Lesson Reflection Form

Teacher \_\_\_\_\_

Teacher completes the **left side of this form prior to the lesson** to be observed. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation.

Complete the **right side of this form following the lesson** that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

	Lesson	Reflection
<b>P L A N</b>	<b>GOALS (Standard 4: Instruction)</b> <ul style="list-style-type: none"> <li>• What are the goals for the lesson? What will student know/do/understand?</li> <li>• Why is this learning important?</li> <li>• What standards are addressed in the planned instruction?</li> </ul>	
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b> <ul style="list-style-type: none"> <li>• What assessment data was examined to inform this lesson planning?</li> <li>• What does pre-assessment data indicate about student learning needs?</li> </ul>	
	<b>PRIOR CONTENT KNOWLEDGE/SEQUENCE</b> <b>(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</b> <ul style="list-style-type: none"> <li>• What prior knowledge do the students need for this lesson?</li> <li>• What are the connections to previous and future learning?</li> </ul>	
	<b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b> <ul style="list-style-type: none"> <li>• What should the evaluator know about the student population?</li> </ul>	



Pre-Observation Planning and Lesson Reflection Form

	Lesson	Reflection
T E A C H	<b>LESSON DELIVERY (Standard 2: Content ! Standard 4: Instruction)</b> <ul style="list-style-type: none"> <li>• How will the goals for learning be communicated to students?</li> <li>• What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?</li> </ul>	
	<b>DIFFERENTIATION (Standard 1: Students ! Standard 4: Instruction)</b> <ul style="list-style-type: none"> <li>• How will the instructional strategies address all students' learning needs?</li> <li>• How will the lesson engage and challenge students of all levels?</li> </ul>	
	<b>RESOURCES (Standard 2: Content ! Standard 4: Instruction)</b> <ul style="list-style-type: none"> <li>• What resources/materials will be used in instruction?</li> </ul>	
	<b>CLASROOM ENVIRONMENT (Standard 1: Students ! Standard 5: Learning Environment)</b> <ul style="list-style-type: none"> <li>• How will the environment support all students and student learning?</li> <li>• How will different grouping strategies be used effectively?</li> </ul>	
A S S E S S	<b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b> <ul style="list-style-type: none"> <li>• How will you check for understanding during the lesson?</li> <li>• What products or demonstrations will assess student learning/achievement of goals for instruction?</li> </ul>	

Pre-Conference Initials: Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_ Date & Time of Pre-Conference:

Post-Conference Initials: Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_ Date & Time of Post-Conference:

## Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)</b>  <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	<b>Use of High-Quality Student Data</b>  Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).  The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	<b>Evidence</b>  <b>Connections to prior and future learning</b>  Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to



ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					understand each student's prior knowledge while supporting the student's development.
	<b>Evidence</b>				
	<b>Connections to state standards and district priorities</b>  Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.  The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	<b>Evidence</b>				
<b>KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</b>	<b>Planning instruction for the whole child</b>  Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	Element 6.4				instructional plan draws upon input from school professionals and outside resources.
	<b>Evidence</b>				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	<b>Communication with students</b>  Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.	
		The teacher does not give students feedback.	Feedback to students is general, occasional or	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual





ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
		instructional strategies or resources.			make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	<b>Evidence</b>				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<b>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	<b>Classroom routines and procedures</b>  Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	<b>Evidence</b>				
	<b>Classroom climate and cultural competency</b>  Element 1.4 Element 5.1 Element 5.2	<p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p>	<p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student</p>	<p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a</p>	<p>The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher</p>



ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
			sense of well-being but does not address them effectively.	positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	<b>Evidence</b>				
<b>ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)</b>  <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>	<b>Use of assessments</b>  Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.   The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.   The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments.   The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.   The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.   The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.   The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.   The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.   The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	<b>Evidence</b>				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
	<b>Evidence of student learning</b>  Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	<b>Evidence</b>				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)</b>  <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	<b>Communication and collaboration with families</b>  Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	<b>Communication and collaboration with colleagues</b>  Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	<b>Evidence</b>				



ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	Element 6.4				instructional plan draws upon input from school professionals and outside resources.
	<b>Evidence</b>				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</b>  <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	<b>Communication with students</b>  Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual

<b>ORGANIZATIONAL AREA: PROFESSIONALISM</b>					
<b>Domains</b>	<b>Components</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
	<p><b>District policies and professional responsibilities</b></p> <p>Element 7.1</p>	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	<p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> <p>The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.</p>
	<b>Evidence</b>				
	<p><b>Professional learning</b></p> <p>Element 7.2 Element 7.3</p>	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	<b>Evidence</b>				

## Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
<b>Formal Holistic Observation</b> (followed by conference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Formal Focused Observation</b>  <b>Focus Area(s):</b> <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Professional Growth Plan (or Improvement Plan) Goal(s):</b> (Goal prepopulates from the earlier entry)				
<b>Evaluator Comments:</b>				
<b>Teacher Comments:</b>				
<b>Final Holistic (Overall) Rating</b>	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

**Teacher Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Evaluator Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



## Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

<b>Professional Growth Plan Goal(s) Alignment:</b>		<b>Dates:</b>		
<b>Mark Domain Area(s):</b> <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities  <b>Focus Area(s) Comments:</b>		Date of Observation:  Date of Conference:  <b>Comments:</b>		
<b>Professional Growth Plan Goal(s):</b>		(Goal(s) prepopulate from previous entry)		
<b>Progress on Professional Growth Plan Goal:</b>		<input type="checkbox"/> Progress Made  (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	<input type="checkbox"/> Insufficient Progress Made  (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)	
<b>Evaluator Comments:</b>				
<b>Teacher Comments:</b>				
<b>Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal</b> • Carry forward from previous rating	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

**Teacher Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Evaluator Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## Improvement Plan

Teacher  
Name:

Grade Level/ Subject:

School year:

Building:

Date of Improvement Plan  
Conference:

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

**Section 1: Improvement Statement**—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

**Section 2: Desired Level of Performance**—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

**Section 3: Specific Plan of Action**—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

**Section 4: Assistance and Professional Development**—Describe in detail specific supports that will be provided as well as opportunities for professional development.

**Section 5: Alignment to District and/or Building Improvement Plan(s)**— Describe the alignment to district and/or building improvement plan(s).

**Comments:**

Date for Improvement Plan to be evaluated: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Improvement Plan: Evaluation of Plan**

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

Grade Level/  
Subject: \_\_\_\_\_

School year: \_\_\_\_\_

Building: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**BELPRE CITY SCHOOLS**  
**APPEALS OF EVALUATION PROCEDURE**

Teacher's Name \_\_\_\_\_

Credentialed Evaluator's Name \_\_\_\_\_

Appeals Statement:

Conferences:

Documentation:

Written Outcome:



### Belpre City Schools Certified Evaluation Non-OTES Staff

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

Job Assignment: \_\_\_\_\_

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

Date: \_\_\_\_\_

<b>Ohio Teaching Standard 1: Students</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>	<b>Evaluator Comments/Evidence</b>
<i>Knowledge of how students develop</i>					
<i>High expectations for all students</i>					
<i>Respect and equitable treatment for all students</i>					

<b>Ohio Teaching Standard 2: Content</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>	<b>Evaluator Comments</b>
<i>Knowledge of content specific to his/her assigned job responsibilities</i>					
<i>Knowledge of school and district academic priorities</i>					

<b>Ohio Teaching Standard 6: Collaboration and Communication</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>	<b>Evaluator Comments</b>
<i>Clear and effective communication</i>					
<i>Shares responsibility with parents or caregivers and other staff to support student learning</i>					
<i>Collaboration with other teachers, administrators, school and district staff</i>					
<i>Collaboration with local community agencies</i>					

<b>Ohio Teaching Standard 7: Professional Responsibility and Growth</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>	<b>Evaluator Comments/Evidence</b>
<i>Understanding of and adherence to professional ethics, policies, and legal codes</i>					
<i>Engagement in continuous, purposeful professional development</i>					
<i>Serves as an agent of change, seeking positive impact on teaching and learning</i>					

<i>Maintains accurate records and meets deadlines as appropriate to his/her assigned responsibilities</i>					
<i>Maintains a work environment that is conducive to student needs and appropriate for his/her job responsibilities</i>					

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Evaluator's Signature:** \_\_\_\_\_