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MASTER CONTRACT

between

BETHEL-TATE TEACHERS ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

BETHEL-TATE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Effective:
July 1, 2024 through June 30, 2026

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ARTICLE 1:
PREAMBLE

1.01 The purpose of the Bethel-Tate Local School District is to provide the best educational opportunities for the children of the Bethel-Tate Local School District. It is the objective of the Board of Education, the Superintendent, and the Instructional Staff to provide the highest quality educational programs for the children of the Bethel-Tate Local School District.

1.02 The Board of Education, the Superintendent, and the Instructional Staff can best attain their common objectives and discharge their respective responsibilities by utilizing the abilities, experiences, and the judgments of each other to resolve matters of concern affecting the quality of the educational program.

1.03 It is the purpose of this document to establish a relationship between the Bethel-Tate Local School District Board of Education and the Bethel-Tate Teachers Association to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE 2:
RECOGNITION

2.01 THE BOARD OF EDUCATION

The Bethel-Tate Local School District Board of Education (hereinafter referred to as the "Board") is recognized as the locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by the existing and revised laws of the State of Ohio.

2.02 SUPERINTENDENT

The Superintendent is recognized as the executive officer of the school district and the chief advisor to the Board. The Superintendent and his administrative staff have the responsibility of carrying out the Board-established policies.

2.03 INSTRUCTIONAL STAFF - BARGAINING UNIT

2.0301 All persons recognized to be certificated and employed by the Board shall be represented in professional negotiations by the Association. This includes all classroom teachers, special teachers (art, remedial reading, music, physical education, etc.), project directors, department heads, guidance counselors, librarians, and other certificated employees of the Board who do not have evaluative authority with respect to hiring and firing of instructional staff personnel, and are eligible for membership in the Association. The instructional staff shall not include the Superintendent, Assistant Superintendent, Principals, Assistant Principals, other Administrative personnel and substitute teachers.

2.0302 The instructional staff is recognized as having the ultimate responsibility of providing the best possible educational opportunity for the children enrolled in the school district.

2.04 THE LOCAL EDUCATION ASSOCIATION

2.0401 The Bethel-Tate Teachers Association (hereinafter referred to as the "Association"), an affiliate of the Ohio Education Association and the National Education Association, is recognized for the purpose of negotiations as the sole and exclusive representative of the instructional staff. Recognition of the Association shall be from the Board, until a successor may qualify according to procedures stipulated in this Master Contract.

2.0402 The Board agrees not to negotiate with anyone or group of the instructional staff other than the Association for the duration of this Agreement.

2.0403 Nothing shall be written into this Agreement to restrict or to deny to any member of the instructional staff individual rights provided by law.

2.05 POLICY RECOGNITION

Each of the above bodies will have a role in policy development that ultimately makes the quality educational program of the Bethel-Tate Local School District the best possible and in the best interest of the community.

2.06 SOLE AND EXCLUSIVE REPRESENTATIVE

The Association, granted such status, shall be recognized by the Board as the official voice of all members of the instructional staff, regardless of membership or non-membership in the organization. The exclusive representative shall further represent members of the instructional staff regardless of their race, color, creed, national origin, sex, age, or marital status.

ARTICLE 3:
NEGOTIATIONS PROCEDURE

3.01 DEFINITIONS

3.0101 Negotiation

To confer, discuss, propose, consider, make concessions, and counterproposals, in good faith, in an effort to reach mutual agreement in items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in "good faith." Final approval of any negotiated item shall be first by action of the Association and then official adoption of the Board.

3.0102 Negotiable Items

All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this Article.

3.0103 Negotiations Meeting Period

That period of time negotiations has been initiated until agreement has been reached or sixty (60) days has expired, whichever first occurs. The period of time when negotiations are recognized to be taking place.

3.0104 Negotiation Session

The actual conferring of the representatives of the Board and the Association.

3.0105 Negotiation Team

The body of official representatives of the Board or the Association.

3.0106 Executive Session

A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions for such a session as provided in this negotiations procedure.

3.0107 Consultants

Advisors to the negotiations team. Individuals, who because of special training, experience, and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.

3.0108 Recess

The period of time between negotiation sessions once the negotiation meeting has commenced. A negotiation session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed to by both negotiation teams.

3.0109 Caucus

A limited break in the negotiation session of not more than thirty (30) minutes.

3.0110 Day

A calendar day.

3.0111 Good Faith

The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position. Good faith requires participants in the negotiations to provide good and sufficient reasons to proposals and counterproposals. Good faith does not mean that either negotiation team is given authority to make final commitment for the Board or the Association.

3.0112 News Release

A report on the status of negotiations, given directly to the public news media personnel, i.e., the newspaper, radio, or television news bureaus.

3.0113 Progress Report

Reports made to the Board or the Association while negotiations are in progress.

3.0114 Ad Hoc Study Committee (Joint-Study Committee)

A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiation teams in coming to a mutual agreement. The responsibility of such study committees shall be determined by the negotiation teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation or compliance to members of the negotiation teams.

3.02 MANAGEMENT RIGHTS/MID-TERM BARGAINING

Unless otherwise agreed to in this Master Contract, nothing herein impairs the right and responsibility of the Board to:

3.0201 Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;

3.0202 Direct, supervise, evaluate or hire employees;

3.0203 Maintain and improve the efficiency and effectiveness of governmental operations;

3.0204 Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;

3.0205 Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

3.0206 Determine the adequacy of the work force;

3.0207 Determine the overall mission of the employer as a unit of government;

3.0208 Effectively manage the work force;

3.0209 Take actions to carry out the mission of the public employer as a governmental unit.

3.0210 Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify any existing provision of this agreement. The parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Association prior to

implementation. The grievance procedure shall be the exclusive process for resolving disagreements/disputes arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

3.03 DIRECTING REQUESTS

3.0301 All requests for negotiation meetings shall be made in writing no later than sixty (60) days prior to expiration. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed by the Superintendent to the Association President. The written requests for professional negotiations shall include:

A. Date of writing;

B. Statement of purpose for meeting;

C. List of items to be negotiated by requesting party;

D. Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

3.0302 A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include:

A. Date of writing;

B. Recognition of request for a professional negotiations meeting;

C. List of items to be negotiated by the receiving party;

D. Time, place, and date of a mutually agreeable initial negotiations meeting.

3.04 THE NEGOTIATION MEETING PERIOD

3.0401 The first negotiation session shall be held within fifteen (15) days of the date listed on the initial request for negotiations, unless otherwise mutually agreed. At the first negotiation session, the parties will exchange initial proposals. Once the exchange occurs, no new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.

3.0402 Negotiation meetings shall occur when most convenient with no reprisals or punitive action toward team members.

3.0403 Negotiation meetings shall be in executive session.

3.0404 During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.

3.0405 Secretarial assistance shall be provided for the negotiation meeting and expenses

shared equally by the Association and the Board. Summary records of each session shall be kept and one (1) copy for each negotiation team shall be provided within three (3) days after each session.

3.0406 Each negotiation team shall have no more than five (5) members. Negotiation meetings shall be scheduled with the Board considering release time from duties for the Association team members to participate in the process during the workday including starting times after lunch. Upon mutual agreement, each team will be permitted to bring two (2) observers to the negotiations meetings.

3.0407 Each negotiation team may use consultants during the course of negotiations when deemed necessary by that party.

3.0408 No other person(s) shall be present during the negotiation meetings unless mutually agreed upon by members of both negotiation teams.

3.0409 Either team may declare a recess, when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (3.05) has been followed. A recess shall be for no more than seventy-two (72) hours, unless extended by mutual consent.

3.0410 Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.

3.0411 The negotiation period shall not exceed sixty (60) days. All sessions are to be completed within this period unless extended by mutual agreement.

3.0412 Prior to and during the period of the negotiations, the Board and Association agree to provide to the other, upon written request, and in a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiation teams in developing intelligent, accurate, and constructive programs.

3.0413 Members of the respective negotiation teams have the power and authority to negotiate; this is, to make proposals, consider proposals, and make concessions in the course of discussion.

3.0414 All sessions of the negotiating meetings shall be in "good faith."

3.0415 While negotiations are in process, news releases shall be made only with mutual agreement of the negotiation teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.

3.0416 Progress reports may be made to the represented bodies by either negotiation team at the discretion of the team.

3.0417 During the course of the negotiation meetings, joint study committees may be created by mutual consent of the negotiation teams. Members of the study committee will be determined by members of the negotiation teams. The purpose and particular assignment shall be stated at the time the study committee is created

as well as the time for a report of the findings.

3.05 AGREEMENT

3.0501 When agreement is reached on the items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting.

3.0502 When approved by both parties, it shall be signed by the parties and a fully executed copy shall be submitted to the State Employment Relations Board.

3.06 IMPASSE PROCEDURE

3.0601 If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, then either party may declare that an impasse existed any time after that date. When a party declares an impasse exists, the two parties shall jointly request the appointment of a federal mediator from the Federal Mediation and Conciliation Service. The bargaining team shall meet with the mediator in an effort to resolve negotiations. In the event an agreement has not been reached within thirty (30) days of the parties' first meeting of the mediator, then the impasse procedure shall be deemed to have been completed and each party may exercise all of its legal options.

3.0602 It is agreed that this impasse procedure supersedes and replaces the impasse procedure in Chapter 4117.14 of the Ohio Revised Code. Nothing contained herein shall preclude the Association's right to file a ten (10) day strike notice and to exercise its right to strike should ultimate impasse exist.

ARTICLE 4:
GRIEVANCE PROCEDURE

4.01 DEFINITIONS

4.0101 A "grievance" is a specific claim by a teacher or the Association based upon a violation of the terms of the negotiated Master Contract or a working condition which affects the health and safety of a teacher.

4.0102 A "grievance procedure" is a method by which an individual, or group of employees, or the Association can express a complaint, problem, or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.

4.0103 An "aggrieved" party is a teacher(s) or the Association having a grievance. The Association shall appoint a Grievance Committee. The Association shall designate one (1) or more representatives for grievance procedures in each school building. Any teacher may consult this representative for assistance.

4.0104 A "day" in this section shall mean a day that school is in session. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.

4.0105 The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit.

4.02 GENERAL PROVISIONS

4.0201 The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

4.0202 Both parties agree that grievance proceedings shall be handled in a confidential manner.

4.0203 Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this Master Contract.

4.0204 An aggrieved teacher shall initiate action within fifteen (15) working days of the event or condition upon which the grievance is based. If the initiation of such action is longer than fifteen (15) working days, the rights to the use of the procedure described can be considered waived. The Association Grievance Committee shall be available to assist all teachers governed by this procedure. Such assistance may include: information and interpretation of the grievance procedure; providing of official forms used in the formal steps of the proceedings; recommendation of Association support and position on the issue; recommendation that the Association not support the issue. In the event that the Grievance Committee does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. Action and official position of the Association may take place at any level of the proceedings.

4.0205 Time limits stipulated should be adhered to strictly as maximums to insure rapid resolution to problems and issues. Lack of adherence to the time limits by the aggrieved can result in the declaration that resolution has been obtained by the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.

4.0206 If at any step of the grievance procedure a reply is not received by the grievant in writing from the Board within the time allocated, the grievant has the right to proceed to the next step in the grievance procedure.

4.03 GRIEVANCE LEVELS

4.0301 Level One: Informal

Within fifteen (15) working days of an event or condition that an individual or the Association considers a grievance, he/she shall discuss the problem with his/her immediate supervisor. He/she may do this alone or with his/her official Association representative.

4.0302 Level Two: Formal

A. In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within ten (10) working days after the informal meeting, he/she may inaugurate the formal proceedings by filing a Grievance Report Form with their immediate supervisor. In instances where the immediate supervisor does not have decision making authority, the grievance shall be filed directly with the Superintendent.

B. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate: one (1) for the aggrieved; one (1) for the administration; one (1) for the Association.

C. Within ten (10) working days of the filing, a hearing shall be arranged between the aggrieved, the immediate supervisor, the Association representative, and other parties who may be needed to give information relative to the claim. The disposition by the supervisor shall be added to the Grievance Report Form in triplicate prior to the adjourning of this hearing, whenever possible, but in no case later than ten (10) working days after adjournment. If the Board does not respond within the established time line, the grievance shall advance to the next level.

4.0303 Level Three

A. If the aggrieved person is not satisfied by the disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent or designated representative within two (2) days after final decision upon the hearing in Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent.

B. Within the next ten (10) working days, a hearing shall be arranged between the aggrieved, the Superintendent or designated representative (who must be someone other than the aggrieved person's immediate supervisor), a representative of the Association and other parties that may be needed to give information relative to the claim.

C. The disposition by the Superintendent shall be made within ten (10) working days after the hearing. If the Board does not respond within the established timeline, the grievance shall advance to the next level.

4.0304 Level Four

A. If the aggrieved person is not satisfied with the disposition in Level Three, he/she may request that the issue be submitted to arbitration within five (5) days after the Level Three hearing.

B. The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations. Information submitted to the arbitrator shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned.

C. The arbitrator shall make his/her report and recommendations in triplicate to the aggrieved, the Superintendent, and the Association President. His/her decision shall be adhered to by all parties previously mentioned. The said report shall be made within thirty (30) calendar days of the arbitration hearing.

D. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination of the arbitration. The arbitrator may not consider claims that were not introduced at the earlier levels of the grievance procedure. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor interfere with the powers, duties and rules and regulations having to enforce effective law. The arbitrator shall have no power to alter, add to, modify or subtract from the terms of the agreement.

4.04 MISCELLANEOUS

4.0401 No teacher may be represented by any teacher organization or private counsel or representative other than the Association in any grievance procedure initiated pursuant to this procedure.

4.0402 No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.

4.0403 A grievance may be withdrawn at any level without prejudice or record.

4.0404 Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.

4.0405 Any Association non-member who utilizes the grievance procedure, files an Unfair Labor Practice charge against the Board or seeks to utilize the services of the Association in any way whatsoever shall be solely and totally responsible for any or all expenses incurred therein.

4.0406 The fees and expenses of the arbitrator shall be divided equally by the parties.

4.0407 The grievance form contained herein is the official form on which all grievances are to be submitted (see Appendix "A").

4.0408 Any bargaining unit members who are witnesses or participants in the grievance process shall be permitted to attend grievance hearings, including arbitration, during the workday without loss of pay or leave.

ARTICLE 5:
ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to these rights exclusively:

5.01 USE OF BUILDINGS AND FACILITIES

5.0101 Use of the building bulletin boards for staff information.

5.0102 Use of public address systems for Association announcements according to school procedure.

5.0103 Distribution of faculty bulletins to teachers according to normal school procedure including school mailboxes and e-mail. Access to mailboxes should be during members duty free lunch, or before or after the scheduled school day.

5.0104 The Association building representatives will have permission to use the individual school equipment as long as it is not in use and the Association pays for materials.

5.0105 Use of school buildings will be permitted in accordance with Board policy.

5.0106 Use of the district electronic mail system, and the District Inter-school mail system.

5.02 PERSONNEL DIRECTORIES

5.0201 The Administration shall make available to all professional staff members a directory listing the names, addresses, phone numbers and job assignment of all employees of the Board, except employees who have specifically requested not to be listed in this directory, if such a directory/listing is prepared.

5.0202 Names and addresses of newly appointed staff members shall be provided to the Association following Board approval of their contract unless the professional staff member specifically requests otherwise in writing.

5.03 BOARD MEETINGS AND AGENDAS

5.0301 The Association shall be provided all agenda, minutes and other public information made available to Board members at the same time it is published to the public. The Association President or his/her designee shall be informed of any agenda changes.

5.0302 When a board committee(s) or subcommittee(s) meetings are scheduled the Association shall be notified the same time as the media.

5.0303 The Association shall have the right to address the Board.

5.04 COPIES OF CONTRACT

The parties will be jointly responsible for typing the Master Contract. The Board shall place an electronic copy of the contract on the secured intranet within thirty (30) calendar days after the Master Contract is signed by the parties.

5.05 ACCESS TO SCHOOLS AND TEACHERS

5.0501 The Association President or designee shall have the right to make announcements at faculty meetings. The Association President shall be granted not less thirty (30) minutes on opening day to address the Association membership. The time may be extended by mutual agreement between the Association President and the Superintendent.

5.0502 The Association President and/or a designee shall have the right to visit schools before or after school or during lunch periods.

5.0503 The consultant for the Association shall have the right to visit schools or individual teachers. The representative shall first report to the school office. Visits that are made to discuss with the principal special problems of professional staff members must be arranged in advance with the principal or in the principal's absence, the acting building administrator.

5.06 THIRD PARTY ORGANIZATION

The Association officers and other members who are eligible to be paid a stipend by the Association have the option to be paid a stipend by the Board as identified by the Association. The Association shall reimburse the Board the gross amount of the stipend, including worker's compensation, Medicare and any applicable retirement costs payable to STRS.

By August 31 of each school year the treasurer of the Association will identify which Association officers and standing committee members will receive a stipend. This information will be communicated to the school district treasurer in writing. The district treasurer will set a schedule for payment of the stipends and a deadline for Association reimbursement in agreement with the Association treasurer.

5.07 FAIR SHARE FEE

Should fair share be declared constitutional, the fair share fee provisions of the 2017-2020 contract shall be reinstated (see Appendix F). Within sixty (60) days of fair share fee being declared constitutional, the parties shall meet to make any necessary revisions and/or updates to the language.

ARTICLE 6:
WORKING CONDITIONS

6.01 GENERAL REQUIREMENTS FOR EMPLOYMENT

6.0101 The Board appoints teachers who have been nominated and recommended by the local Superintendent.

6.0102 To be eligible for appointment and maintaining employment as a teacher in the Bethel-Tate Schools, a person must possess a teacher's certificate/license valid in the State of Ohio. Upon appointment, such certificate/license or copy must be filed in the office of the Superintendent.

6.0103 The District shall provide the Association with a list of all new hires to the bargaining unit by September 1 of the school year. The list will include the following information:

1) Name of the new hire

2) Position

3) Building

6.02 INSTRUCTIONAL LOAD

6.0201 The Board shall hold the administration responsible for equitable distribution of work among the members of the staff.

6.0202 Generally they will teach six (6) classes or five (5) classes and a study hall. In addition to regular classroom teaching assignments, teachers will be assigned such extra duties as homeroom, hall supervisors, cafeteria duty, etc.

6.0203 Teachers shall not be required to utilize personal electronic devices, including laptops, tablets, or cell phones for professional/school district purposes.

6.03 UNASSIGNED PREPARATION TIME

All bargaining unit members shall have an unassigned preparation period of no less than the equivalent of one (1) class period per day at the high school or 42 minutes at the elementary school (except where daily schedule changes for testing, programs, assemblies, etc. eliminate a preparation period). The unassigned preparation period shall be during the teacher's workday. The thirty (30) minute duty-free lunch shall not be considered part of this time.

6.04 CONTRACTS

6.0401 All teachers employed by the Board shall be issued written contracts in accordance with Ohio Revised Code. Such contracts shall include the following information:

A. Name of the teacher;

B. Name of the school district;

C. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect;

D. Annual compensation to be paid for the first year of the contract;

E. Basis of determining compensation (i.e. classroom teacher – B.A. Degree, 5 years: Masters – years of experience);

F. Teacher agreement that he/she shall abide by Board adopted policies at time of employment;

G. Provision for signature and date of signature of the teacher being contracted.

6.0402 All teachers holding temporary certificates/licenses shall be appointed on a limited contract for one (1) year.

6.0403 All teachers will be given four (4) one (1) year contracts; and a two (2) year contract thereafter. This language shall apply except in cases where a teacher knows he/she will meet the qualifications for a continuing contract before the expiration of a multi-year limited teaching contract. In that case, a teacher who is within one year of eligibility of a continuing contract may request a one-year limited teaching contract which shall be granted.

6.0404 However, the Board of Education reserves the right to award a one time limited one (1) year contract to any teacher after the completion of three (3) one (1) year contracts. The awarding of the one (1) year contract shall be based on the teacher's performance evaluation.

6.0405 Qualifications for continuing contracts are determined by O.R.C. 3319.11. However, any teacher eligible for a continuing contract at the expiration of his/her limited contract must provide written notice to the principal on or before November 15 that upon the expiration of his/her current limited contract the teacher will be eligible for a continuing contract. Failure to notify the principal in writing prior to November 15, in the year of the expiration of the limited contract shall result in the staff member receiving a one (1) year limited teacher contract. This contract shall not be considered an extended limited contract pursuant to the requirements of R.C. 3319.11. Upon completion of the one (1) year limited contract, the Board shall consider the staff member for continuing contract status.

6.0406 Teachers who have met all legal qualifications and requirements for a continuing contract but who have not corrected deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on, or before, June 1. The teacher may be placed on a probationary contract not to exceed two (2) years. If the teacher is re-employed at the end of the probationary period, he/she shall be given a continuing contract.

6.0407 Provisions of this section shall supersede Ohio Revised Code §§3319.08 and 3319.11.

6.05 COMPLAINT PROCEDURE

6.0501 Unless a complaint is required under Board policy to be formally investigated due to the nature of the allegations (discrimination/harassment), -if a parent, staff member or other member of the public has a complaint against the teacher, the complaining person will follow these guidelines:

A. Complainants should be referred to the teacher.

B. If the complaint does not get resolved pursuant to A, then the principal may meet with the complainant and the teacher to resolve the complaint.

C. If the complainant refused to meet with the teacher, the principal will meet with the teacher to inform the teacher of the nature of the complaint and give the teacher the opportunity to present his/her response to the complaint.

D. If the complainant is a staff member and the complaint is not resolved between the staff members or a meeting is refused, the principal will meet with the two staff members together to resolve the complaint.

E. If the copmlaint does not get resolved pursuant to A through D, the complaint will be heard by the Superitnendent who shall meet with the complainant and the teacher, individually or together, to resolve the complaint. Superintendent's decision shall be final on the complaint.

6.0502 In the event that a parent or member of the public attempts to lodge a complaint directly with the Board or Superintendent, the Board or Superintendent shall direct the complaining party to the building administrator.

6.0503 Any complaints which are unsubstantiated shall not be placed in the personnel file of the teacher.

6.06 PERSONNEL FILE

Members shall be accorded rights pursuant to Chapter 1347 of the Ohio Revised Code.

6.07 WORK YEAR/WORK DAY

6.0701 The work year shall be one hundred eight-four (184) days. One day at the beginning of the school year prior to the first student day, will one-half (½) day of in-service and one-half (½) as a day for teachers to work in their classrooms.

Employees shall be provided two (2) hours on each of the three (3) in-service days near or at the end of the first three (3) grading periods for teacher self-directed time.

Members who attend graduation as a staff member from set up until clean up, not to exceed three and a half hours, shall only be required to work half of the last teacher workday.

6.0702 The length of the work day for bargaining unit members shall be no longer than seven (7) hours and fifteen (15) minutes. Each bargaining unit member shall have a thirty (30) minute uninterrupted duty-free lunch. The providing of a lunch period shall not be cause for lengthening of the work day.

6.0703 Teachers will not be required to report more than fifteen (15) minutes prior to the student arrival time on school delay days. When an entire day is canceled due to a calamity day, individuals on a previously approved paid leave shall not be charged time from his/her eligible leave on that calamity day.

6.0704 A. The Board will make every effort to limit the number of bargaining unit members whose assignments require them to travel between buildings. The term traveling teacher shall be defined as a teacher who is assigned duties in more than one (1) school building in the district on any workday.

B. The travel time required of any traveling teacher shall not cause his/her workday to exceed that of the workday as defined in this Master Contract and it shall not cause his/her duty-free lunch to be fewer than thirty (30) minutes in length. A planning period shall be included in each traveling teacher's workday in accordance with the unassigned preparation time provision.

C. Travel time between buildings shall be administered as effectively as possible. The administration shall attempt to schedule travel time adjacent to the traveling teacher's preparation or lunch time. Schedules for traveling teachers must allow adequate time for normal travel by most direct route from building to building. Each traveling teacher shall be granted a minimum of ten (10) minutes, fifteen (15) minutes between the high school and middle school, including travel time to another building between assignments. In the event the teacher does not arrive on time, the building administration shall provide adequate supervision of students until the teacher's arrival. The school's supervision of students does not relieve a delayed teacher of the responsibility to make reasonable effort to arrive promptly and to notify the school of any delay.

6.0705 The Board shall attempt to secure parent volunteers to perform cafeteria and playground duty at the elementary and intermediate buildings through communications such as district newsletters and by encouraging the PTO to list the opportunity for volunteering in its publications to parent members.

6.08 NON-RENEWAL

6.0801 The following action is taken when a teacher's limited contract is to be non-renewed:

A. The Superintendent shall inform the teacher prior to May 10 that he/she will not recommend a renewal of his/her contract to the Board.

B. At the request of the teacher, the Superintendent shall meet with the teacher to discuss the non-renewal recommendation. The employee shall be entitled to representation at the meeting with the Superintendent.

C. The Superintendent shall make his/her recommendations for all non-renewals to the Board at its regular Board meeting in May.

D. The Board must notify the teacher in writing of its action to non-renew not later than June 1.

6.0802 The teacher may exercise his/her contractual or statutory rights to appeal his/her non-renewal upon receipt of official Board notice of Board action to non-renew. However, a teacher who is non-renewed shall not have the right to pursue his/her

non-renewal through both processes.

6.0803 Provisions concerning non-renewal contained in this contract supersede Ohio Revised Code 3319.11.

6.09 VACANCIES: CERTIFIED PERSONNEL WITHIN THE SYSTEM

6.0901 Vacancy Posting

A. The Superintendent shall email notice of vacancies, including anticipated vacancies, of certified personnel in the District that are of concern to all staff members as said vacancies occur. A vacancy shall be defined under this provision of this Contract as any open job position that the Board intends to fill. If a vacant position is not to be filled, the Superintendent shall notify the Association President.

B. This notice will pertain to all vacancies in existing or new programs.

C. The Superintendent shall provide a copy of this vacancy list to the Association President.

6.0902 Staff members desiring to be considered for such vacancies shall apply through the approved electronic process.

6.0903 No vacancies shall be permanently filled on a full-time basis for a minimum of one (1) week of the issuance of the email unless circumstances prohibit.

6.10 REDUCTION IN FORCE

6.1001 Seniority

A. Seniority for all purposes under this Master Contract shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. Any ties in seniority shall be broken by using the dates of hire of the affected employees. If the date of hire is the same then the date of application for employment shall be used to break the seniority tie. If the date of application for employment is the same, the tie breaker shall be the date of interview. If the date of interview is the same, the month and day of birth of the employees shall be used and the employee with the earlier month and day of birth shall have seniority.

B. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position.

C. Neither layoff nor the taking of approved leave as provided under this Master Contract shall constitute a break in service and seniority will accumulate during such periods.

6.1002 Layoff

The Board shall follow the requirements of Ohio Revised Code 3319.17 for the implementation of a reduction in force.

For the purposes of this section, layoffs shall utilize a three (3) year rolling summative average.

All summative evaluations resulting in a teacher performance rating of 4 or 3, shall be deemed comparable. A summative evaluation score of 2 in the teacher performance area shall be considered less than comparable. A summary evaluation score of 1 in the teacher performance area shall be considered the least comparable and will result in a teacher with more seniority being reduced before a teacher with less seniority in the event the teacher with less seniority scores a 4, 3, or 2 in the teacher performance area of the teacher's evaluation.

6.1003 Suspension of Contract

If the suspension of contract is necessary for any teacher employed on a continuing contract, the order of suspension shall be determined on the basis of seniority by area of certification.

6.1004 Bumping Rights and Recall

A. Bumping rights shall be exercised by all teachers within their respective contract status (continuing contract or limited contract) with no limited contract teacher exercising bumping rights over continuing contract teachers. Bumping rights shall be limited to the area of the teacher's certification

B. In the event a person exercising bumping rights has not taught in their area of secondary certification within the past five (5) years, the Superintendent may require that person to take course work, in his/her area of secondary certification, not to exceed the equivalent of three (3) semester hours credit, unless the district pays for additional hours.

C. Recall of all bargaining unit members shall occur in order of seniority of certificated fields with the affected teacher(s) being maintained on the recall list for one year from the date of lay off.

6.1005 Replacement of Law

This reduction in force provision shall supersede and replace the provisions of 3319.17 of the Ohio Revised Code in which it is in conflict.

6.11 ASSIGNMENT OF TEACHERS

6.1101 All teachers are subject to annual assignment by the Superintendent. Recommendations from building principals will be considered in making assignments. Normally teachers will be notified of their assignments by the

Superintendent before the close of the school year. The Superintendent reserves the right to make assignments at a later date, if in his/her opinion, it is to the best interest of the schools. The principal and teacher shall be notified in sufficient time to make the change.

6.1102 Teachers will not be transferred from one position to another without having a conference with the principal and Superintendent. However, if a teacher is reassigned the teacher and the principal shall work out a reasonable amount of time for teacher preparation prior to the teacher being placed in the classroom.

6.12 RE-EMPLOYMENT

At the regular meeting of the Board in May, the Superintendent shall present to the Board for its approval and confirmation a list of certified/licensed personnel (nominated by the County Superintendent of Schools) to be appointed or reappointed with recommendation as to renewals or issuance of new contracts. Upon approval and confirmation of the Board, the Board Treasurer shall issue contracts and notifications of salaries.

6.13 PROFESSIONAL ACTIVITIES

6.1301 Members of the certificated/licensed staff may be granted leave time for attendance at professional meetings. These include membership and holding office in professional organizations, participation in curricular studies and educational leadership in experimental programs.

6.1302 Teachers who by assignment participate in the curricular studies and experimental programs shall be provided with release time.

6.1303 Professional days may be granted with the approval of the Superintendent within the constraints of the Board-adopted appropriations. The Superintendent will attempt to distribute these days equally throughout the school year. Professional day(s), conference and workshop request forms will be on file in the building office(s).

6.1304 Expenses incurred for mileage will be reimbursed at the IRS reimbursement rate for that year.

6.14 DUTIES OF TEACHERS

6.1401 A principal may schedule one (1) regular faculty meeting per month with at least two (2) days prior notice. Faculty meetings may be called before or after school. Such meeting shall be held to a maximum of forty-five (45) minutes beyond the teacher day. The principal reserves the right to call additional meetings for matters that are not regular or routine.

6.1402 Teachers are subject to homeroom assignment, and when so assigned, they shall handle all details of records, attendance, social activities, and other matters assumed by the homeroom. Teachers are also expected to share in supervising non-classroom activities within the confines of the school day.

6.1403 Teachers shall keep an outline of class procedures preferably by some kind of

lesson plan. This lesson plan will aid principals in performing their duties and it will also provide a guide for the substitute teacher.

6.1404 Each self-contained classroom teacher shall prepare a daily schedule. A copy of the teacher's schedules and/or master schedule shall be filed with the principal.

6.1405 Teachers shall:

A. keeps their class in session each day during school hours and shall not dismiss their class at any time without consent of the principal;

B. be absent from school only for the reasons specified in the leave procedures and any other reasons approved by the Superintendent or principal;

C. exercise reasonable care for all school property and equipment entrusted to them;

D. be responsible for the orderly deportment of their pupils and they will be assisted in all proper, reasonable and legal means to secure these ends;

E. give every reasonable assistance to pupils in making up work when absence is caused by illness or other reasonable causes. The teacher is expected to give such individual help as may be necessary to assist the pupil in making up work which has been missed;

F. gives reasonable attention to the health and comfort of the pupils under their care. Teachers shall observe the physical conditions of the room relative to heat, ventilation, lighting, cleanliness, and report any difficulties. They shall be alert for symptoms of illness among pupils and report these to the principal;

G. insofar as practical, become acquainted with the parents of their pupils and are urged to attend all parent-teacher meetings;

H. not promote, advertise, or sell tickets for any organization during school time, nor permit school time to be used by non-school district personnel except as permitted by the principal or Superintendent;

I. keep all records and make all reports as directed by these rule and regulations as required by the principal or Superintendent;

J. gives their full attention to their school duties during school hours.

6.1406 Teachers shall use the AESOP system to notify the appropriate administrator of absence.

6.1407 The Board shall, within the constraints of its budget, provide adequate equipment, i.e. desks, file cabinets, etc., instructional supplies and supplies for each classroom and area involved in the educational process to enable the bargaining unit member to carry out their educational duties. Current teachers shall be assigned classrooms before new hires are assigned a classroom. The Association recognizes that the

classroom assignment may be hindered by logistics of available rooms being located close to the departments in which the teacher is assigned to teach (i.e. language arts, science or math) or grade levels to which they are assigned. The Association also recognizes that certain classrooms which may be available may not be assigned to a teacher who is using a cart due to the specialization of the classroom (i.e. science labs, technology labs).

6.1408 Teachers shall be provided access to the school buildings after school hours and weekends. If necessary, teachers shall be provided key code access to enter the buildings when custodial staff is not present.

6.15 EVALUATION PROCEDURE

This Article shall only apply to bargaining unit members who are not evaluated in accordance with OTES or the Ohio School Counselor Evaluation System. Teachers meeting the statutory definition of teacher or school counselor shall be evaluated in accordance with the Board adopted policy and any associated memoranda of understanding entered into by the parties. Any complaints regarding violations of either this Article, Board policy or any memorandum of understanding shall be subject solely to the grievance procedure set forth in this agreement and it is intended that this provision shall supersede any evaluation requirements set forth in Ohio Revised Code section 3319.11.

6.1501 Teachers evaluated pursuant to this section shall be evaluated using the same timelines and frequency of observations and evaluations as applied to those being evaluated according to OTES and OSCES.

6.1502 The following procedure and dates shall be followed in conducting evaluations:

A. By November 15, the principal shall meet with the evaluatee and discuss performance goals and review the evaluation instrument.

B. The principal shall make at least two (2) observations of at least thirty (30) minutes each. One observation shall be made before the last day of the first semester, the second observation shall be made before the last day of the second semester of the academic year.

C. The principal shall meet with the evaluatee within five (5) school days, excluding calamity days, of the observation to discuss the principal's written observations. The timeline to meet may be extended by mutual agreement by the teacher and the principal.

D. Any deficiencies must be identified and recommendations must be made in writing to correct said deficiencies.

E. A teacher who does not agree with the contents of his/her evaluation may request an additional observation. However, this will not extend the time limit set forth in Section 6.08, Non-Renewal.

F. A teacher who does not agree with the contents of his/her evaluation shall have the right to attach a letter of rebuttal. The rebuttal shall be attached to the evaluation form and filed in the teacher's personnel file.

G. Should the evaluation result in a recommendation for non-renewal, the provisions of Section 6.08 herein shall be applicable.

H. If a teacher is on intermittent leave, e.g., sick leave or personal leave, or any other approved leave of absence, which prevents or effectively prevents the performance of any of the observations or evaluations as required by this Article or Board Policy, those observations and evaluations may be performed outside of the time periods required.

6.16 EVALUATION INSTRUMENT

During the term of this Master Contract, if, in the opinion of the Superintendent, a change in the evaluation instrument becomes necessary, a committee composed of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association shall be formed to review the instrument. Any recommendations of the committee shall be submitted to the Superintendent.

6.17 SCHOOL CALENDAR AND SCHOOL YEAR

6.1701 A committee shall be established for the purpose of recommending a school calendar each year. The committee shall be composed of the building principals, one (1) teacher from each building (appointed by the Association) and the Superintendent or his/her designee.

6.1702 Prior to March 1 of each year, the committee shall present a school year calendar to the superintendent for recommendation to the Board.

6.1703 Each bargaining unit member will receive a copy of the adopted school calendar of the following year by the last day of the current school year.

6.18 CLASS SIZE

6.1801 The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

6.1802 The pupil-teacher ratio is an important aspect of an effective educational program, the parties agree to set a goal of twenty-five (25 pupils in the elementary classes, twenty-seven (27) in the high school classes, with the exception of those classes whose size is controlled by funding or safety requirements, etc. (These classes not falling into the 25-27 category being special classes such as EMR, Learning Disabilities, etc.)

6.19 TEXTBOOK, MATERIALS, AND TECHNOLOGY SELECTION

6.1901 Ad hoc committees shall be formed to select textbooks, technology and other teaching materials. Any teachers who will be using these textbooks, technology

and/or teaching materials may volunteer to serve on these committees. At least one half (½) of the teachers will serve at least every other year.

6.1902 The committee will make recommendations to the Superintendent who will make recommendations to the Board.

6.20 INSERVICE TRAINING

6.2001 All in-service training shall comply with state standards.

6.2002 An ad hoc committee of a teacher Association representative from each building and the administration shall establish the time for in-service within the school calendar.

6.2003 In-service training shall be for the improvement of staff members. Only staff members directly involved shall be required to attend.

6.2004 The Association shall have the right to recommend to the Superintendent specific in-service programs that will benefit the educational program.

6.2005 In the event a Teacher misses an in-service day, the Teacher shall be required to make up all federal, state, or pertinent District training (as noted by the building principal) that was provided during that day on the member's own time (for example planning period).

6.21 VISITS TO OTHER SCHOOLS

The Superintendent may excuse teachers for the purpose of visiting other schools if he/she feels it will aid them in doing a better job. The Board shall pay the substitute for the day that the teacher is absent; however, the teacher must provide his/her own transportation.

6.22 CURRICULUM DECISIONS

Prior to adoption of any new curriculum or review of existing curriculum/instructional materials the representatives of all grade levels and/or subject areas affected shall meet to review proposed changes. This committee shall be responsible for making recommendations to the Superintendent.

6.23 PROGRESSIVE DISCIPLINE

6.2301 The Superintendent, or in the event of his/her absence, his/her designee, who shall be one of the building principals, may suspend an employee without pay for up to five (5) days for gross inefficiency, willful and persistent violations of reasonable regulations of the Board, or for other good and just cause. Prior to suspension, the employee shall be verbally warned on the first occurrence and given a written reprimand on the second occurrence unless the Superintendent or his/her designee, as defined above, determines that the employee's action warrants a deviation from the progressive discipline steps. The Superintendent's or designee's action may be challenged through the grievance procedure by submitting the grievance directly to Level 3. None of the provisions contained herein shall preclude or eliminate the Board's ability to proceed to termination in accordance

with Ohio Revised Code 3319.16.

6.2302 Should disciplinary action be a possible outcome of a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Superintendent or administrator who has called the meeting of the right to representation of the employee's choosing under the provision of this Master Contract. Representation shall be afforded at all steps of this process.

6.2303 Discipline at a level of written reprimand or below may not be considered in the progression of progressive discipline if it has been four (4) years from the date of reprimand.

6.24 HIRING OF RETIRED TEACHERS

6.2401 If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the condition set forth in this Article and only the conditions set for in this Article shall apply to the employment of these individuals.

6.2402 The salary to be paid to the returning teacher shall be set between 0 years of service and ten (10) years of service through negotiation with the teacher. Placement shall be determined solely through negotiations between the Board and the individual and shall not be subject to ORC 3317 or any other section of the Ohio Revised Code.

6.2403 Teachers employed pursuant to this provision shall receive a one year limited contract and shall not be eligible to receive a continuing contract regardless of their years of service or license held.

6.2404 Each one year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to take formal action to not re-employ the employee pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

6.2405 Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the parties.

6.2406 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article 6, Section 6.10.

6.2407 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

6.2408 Subject to these provisions, re-employed teachers are part of the bargaining unit.

6.2409 Re-employed persons are eligible for sick leave accumulation commencing with the

first year of such re-employment.

6.2410 Employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.

6.2411 Pursuant to the authority provided by ORC 4117.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11, ORC 3319.111; ORC 3319.141; ORC 3319.17; Chapter 3317; ORC, Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

6.25 MASTER TEACHERS COMMITTEE

6.2501 A Master Teacher Committee, separate from the LPDC, shall be established for the purpose of designating teachers in the building/district as a master teacher.

6.2502 The committee shall have an even number of members and shall be comprised of a majority of employees.

6.2503 The Master Teacher Committee members shall establish its Plan for Operation for the appropriate designation of a master teacher including but not limited to:

A. time, location and number of committee meetings;

B. application and review process;

C. training and dissemination of information about the law, the committee application and review process;

D. the appeal procedure.

6.2504 The term of office for the Master Teacher Committee members shall be staggered.

6.2505 Nothing in the Master Teacher Committee process shall have an adverse impact on the applicant/educator's performance evaluation as established in this agreement.

6.2506 As determined by the Master Teacher Committee, the Association Master Teacher Committee shall be provided ongoing training by the Board to ensure consistent application of the master teacher criteria.

6.2507 Four (4) teachers shall be paid $500 apiece annually to serve on the Master Teacher Committee. The committee shall schedule master teacher application reviewers based upon the number of teachers who are applying for the Master Teacher designation. For example, in order to control stipend costs, if one teacher is up for review then a minimum number of teachers shall review the information submitted by that teacher.

6.2508 The committee shall be provided a secure space for storage, paper and supplies, and secretarial support.

6.2509 The committee shall determine its own appeals procedure. Such procedure is not

subject to the grievance/arbitration procedure outlined in this agreement.

6.26 CREDIT FLEXIBILITY

Recognizing the need for Bethel Tate Local Schools to provide for Flexible Credit options for the students of the district, according to the requirements of H.B. 1, a supplemental contract shall be given to any and all teachers of record who are working with students to attain such flexible credit. Teachers who are working with said students will receive compensation at the extra duty rate established in Article 8.0104 of this Agreement per hour per student for work beyond the school day. If the student decides to discontinue his/her study, the teacher will be paid for all work done up to the student's decision to discontinue.

6.27 MENTORING FOR RESIDENCY TEACHERS

6.2701 The Board shall provide mentors for all teachers required to participate in the residency program as provided for within H.B. 1 and new licensure regulations. Mentors shall be assigned to residency teachers based upon their area of licensure/certification. When possible, mentoring teachers shall work with teachers within the same building. Mentors shall be provided release time without loss of pay to observe the teachers(s) being mentored.

6.2702 Mentoring work shall be confidential to the individual employee. The knowledge secured from mentoring the teacher shall in no way be used to affect employment of the resident teacher. When a mentoring teacher signs any documentation about mentoring the employee it should only reflect that the mentoring teacher mentored the teacher.

6.2703 Professional development shall be provided to the mentors on the local level and mentors shall be afforded full participation in statewide mentor training. Mentors shall be compensated at eight hundred dollars ($800.00) for year one; six hundred dollars ($600) year two; three hundred dollars ($300) year three; and two hundred dollars ($200) year four.

6.2704 A mentor may not have more than two mentees per year. Payments per the above amounts shall be based on the number of members at the applicable year. The Superintendent may approve more than two mentees per year.

ARTICLE 7:
LEAVES OF ABSENCE

7.01 SICK LEAVE

7.0101 Teachers are granted one and one-quarter (1-1/4) days of sick leave for each completed month of service (15 days per year). There shall be no limit set on the number of sick leave days accumulated by any certificated personnel of the Board.

7.0102 A teacher may be absent from regular duties because of personal illness for a period not to exceed his/her total number of days of accumulated sick leave without loss of pay.

A. Sick leave may be used because of illness of an emergency nature in the

immediate family (see definition of "immediate family" below) and charged against accumulated sick leave on approval of the Superintendent.

B. Sick leave may be used without loss of pay because of death in the immediate family and will be charged against accumulated sick leave on approval of the Superintendent.

7.0103 "Immediate family" shall include: spouse, children, father, mother, stepfather, stepmother, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, aunt and uncles, nieces and nephews, grandparents in law and foster children.

7.0104 Reasons for the use of sick leave shall be submitted through the approved electronic process.

7.0105 Any bargaining unit member who uses thirty (30) consecutive days from his/her accumulated sick leave shall furnish a physician's statement certifying the need for additional sick leave days. Upon receipt of the physician's statement, the Superintendent shall grant additional sick leave days. If an administrator believes a member is falsifying sick leave per RC 3319.141, they may request documentation. The provisions of FMLA may require an earlier medical certification to be provided.

7.0106 Sick Leave Bank

A. A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the BTTA. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

B. A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the Association President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;

2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

3. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);

4. Monitoring of all usage of days from the Sick Leave Bank;

5. Solicitation of additional donations when the Sick Leave Bank is nearing

depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

C. A member must meet all of the following requirements:

1. The member's personal sick leave accumulations must be exhausted;

2. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery of the member or his/her immediate family members, but shall not include use for normal pregnancy;

3. A physician must verify in writing the member's need to be off work.

4. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree in writing to the following:
I specifically acknowledge and agree that the granting of days from the Sick Leve Bank shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Bethel-Tate Local School District Board of Education, the Association, the Sick Leave Bank Oversight Committee, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

D. Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. In order to withdraw days from the Sick Leave Bank the member must donate a minimum of one (1) day per year. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

E. Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional

days from all bargaining unit members. These donations shall be limited to one (1) day per person.

F. All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

7.02 PERSONAL LEAVE

7.0201 The Superintendent or designee shall be granted authority to grant to any employee, up to three (3) unrestricted personal leave days per school year. Personal leave may be used in one-half (1/2) or one (1) full day increments. Such leave of absence shall be granted upon request, in writing, made at least two (2) days before the period of absence is to begin. In the event of unavoidable casualty, emergency, accident or other necessity, the written request period shall be waived. A teacher initially employed between January 1 and March 31 for the remainder of the school year is entitled to one (1) day of personal leave. Any teacher initially employed after March 31 shall not be entitled to personal leave for the balance of the school year.

7.0202 Unrestricted personal days may not be taken on teacher in-service days, work days and on scheduled parent teacher conferences except in cases of emergency. No more than ten percent (10%) per building of those requesting personal leave during the months of May and June on Mondays and Fridays and prior to or following any holiday or vacation will be approved, although each principal shall have the discretion to exceed that percent based upon substitute teacher availability. This ratio shall exclude long-term leaves of absence, professional development leave and sick leave. Personal leave shall not be approved on days prior to or following Thanksgiving, Christmas, or Spring break.

7.0203 The employee shall not suffer any loss of salary for such absence. Such days shall not be deducted from the employee's accumulated sick leave. Such leave cannot be used for a purpose which would be chargeable to sick leave.

7.0204 Unused personal leave shall be rolled into the employee's sick leave accumulation.

7.03 CHILD CARE LEAVE

7.0301 If an employee desires to take child care leave, that teacher shall notify his/her building principal not later than three (3) months, except in emergency situations, before the date of anticipated child care leave of the date upon which that teacher plans to start child care leave and the anticipated date of return. In the event both parents work in the same school district, child care leave shall be limited to one (1) parent at a time.

7.0302 The total length of child care leave shall not exceed one (1) calendar year from the date that leave begins.

7.0303 A teacher granted child care leave shall be returned to the teacher's original position.

7.0304 Child care leave shall not extend the term of a teacher's contract.

7.0305 Child care leave is an unpaid leave of absence.

7.04 ADOPTION LEAVE

7.0401 Any teacher shall, upon request, receive an unpaid leave of absence for the adoption of a child.

7.0402 The total length of adoption leave shall not exceed one (1) calendar year from the date that leave begins.

7.0403 A teacher granted an adoption leave shall be returned to the teacher's original position.

7.0404 Adoption leave shall not extend the term of a teacher's contract.

7.05 FAMILY MEDICAL LEAVE

7.0501 The Board and all bargaining unit members shall fully comply with all provisions of the Family Medical Leave Act.

7.0502 The Board shall continue to pay its share of the member's medical insurance premiums for the length of time required under the Family Leave Act (12 weeks).

7.0503 The member will be responsible for the payment of his/her share of medical insurance premiums. The payment of these premiums will be to the Board Treasurer and will be due on, or before, each regular pay day.

7.0504 Leave granted under the Family Medical Leave Act will run concurrent with any paid or unpaid leaves provided for in this Master Contract.

7.06 ASSAULT LEAVE

The Board shall, upon written request of a teacher and presentation of a doctor's statement, grant physical assault leave not to exceed ten (10) days to any teacher who is the victim of an assault in the performance of his/her duties. The Superintendent may grant additional days of assault leave. In order for an employee to be eligible to receive assault leave, the employee, if requested by the Superintendent, must file a written police report within seventy-two (72) hours after the Superintendent's request. In order to receive paid assault leave, the staff member must make a police report with the local law enforcement, provide a copy of the police report to the Superintendent and work with the prosecutor to file charges against the offender(s).

7.07 ASSOCIATION LEAVE

7.0701 An unpaid leave of absence not to exceed one (1) year and to coincide with the school year shall be granted upon application of any bargaining unit member for the purpose of performing service or holding office in the Association, the Ohio Education Association, or the National Education Association. Not more than one (1) bargaining unit member in any given school year shall qualify. Upon returning to duty, the teacher shall be reinstated to his/her position at the time the leave was

granted.

7.0702 The Association shall be granted up to seven (7) days per year for Association business such as OEA Representative Assemblies, participation in Board/Association arbitration hearings as witnesses or grievants, etc. Three (3) of the seven (7) days may roll over from year to year but accumulation shall not total more than ten (10) days in any given year.

Notice to the Superintendent shall be given pursuant to the process in Section 7.0201. Prior to the approval of leave under this provision, the Superintendent shall make the Association president aware of the request seeking input on its approval.

7.08 MILITARY LEAVE

7.0801 Bargaining unit members who serve in any branch of the United States Armed Forces, National Guard or Reserves shall be granted leaves of absence consistent with State and Federal law.

7.0802 Bargaining unit members shall be provided one day, without loss of pay, to attend the deployment ceremony, return from overseas duty, or military graduation of a child or spouse.

7.09 SABBATICAL LEAVE

7.0901 Any bargaining unit member who has completed at least five (5) years as an employee of the Board may be granted an unpaid sabbatical leave of absence for professional improvement not to exceed two (2) school years. It is agreed that professional improvement for purposes of this article includes, but is not limited to, attendance at a post secondary education institution, independent research and study and travel.

7.0902 Application for sabbatical leave for professional improvement shall be made at least sixty (60) calendar days prior to the beginning of the requested leave which must coincide with the beginning of a school year. The application for the sabbatical leave shall be accompanied by an outline of the program of study or research to be pursued, or the proposals for professional improvement. Application for sabbatical leave which includes travel as an intent and purpose of the leave shall describe the intended enhancement of the curriculum by the member, and shall give reasons why such travel may not be accomplished when schools are not in session and/or when the member is not on duty. The applicant must be notified by the Board of its disposition of his/her request within thirty (30) calendar days of their receipt of the request.

7.0903 A teacher granted sabbatical leave shall be returned to the teacher's original position.

7.10 MEDICAL LEAVE

7.1001 The Board shall, upon written request of the teacher, grant a leave of absence for a period of not more than two (2) consecutive school years when personal illness

or other disability is the reason for the request. Upon return to duty, the teacher shall be reinstated to his/her position at the time leave was granted.

7.1002 Medical leave is an unpaid leave.

7.11 JURY DUTY/COURT LEAVE

7.1101 The Board will pay a full time member his/her regular compensation during the time the bargaining unit member serves on jury duty. Pay received for jury duty will be remitted to the Treasurer's office.

7.1102 A member shall be given paid leave anytime a member is required to appear in Court for matters related to his/her employment, or as a subpoenaed third party witness. The members shall provide the Superintendent with a copy of the subpoena and the excusal form from the court.

7.12 RIGHTS WHILE ON LEAVE

7.1201 The Board shall carry an employee on payroll records for the purpose of fringe benefit programs. The employee shall advance monthly premiums to the Board for said fringe benefits.

7.1202 A teacher who is on a continuing contract and is granted any leave shall not forfeit his/her status or right to a continuing contract.

7.1203 A teacher shall continue to accrue seniority and placement on the salary schedule.

7.1204 In the event a teacher applies for retirement credit with STRS, the employee shall reimburse the Board for any STRS contributions made by the Board on that teacher's behalf, except in the following cases:

A. Military Leave
   (1) Drafted into armed service of United States.
   (2) Volunteered for active service in the armed service of the United States in time of national emergency or war.
B. Sick Leave
C. Assault Leave

ARTICLE 8: SALARY

8.01 SALARY PAYMENTS AND DEDUCTIONS

8.0101 Bargaining unit members will advance one vertical step on the salary schedule from their placement on the previous year's salary schedule. Salary schedules in effect shall be designated as Appendix G-1, G-2, G-3 and calculated as follows:

2024-2025: 2.0% increase on base wages

8.0104 All salary payments shall be made to employees via electronic direct deposit with

employees receiving email confirmation (electronic pay stubs) in twenty-four (24) equal installments.

Each payment shall have deductions for the following:

A. Teacher's retirement (required);

B. Federal, state and local income tax (required);

C. Insurances*;

D. Hospitalization*;

E. Tax sheltered annuity, limited to five (5) companies*;

F. Superior Credit Union or the financial banking institution of the member's choice (optional on bi-monthly basis);

G. Association Dues (required for members): Twenty-two (22) periods – equal monthly installments – sent directly to OEA Columbus. Said deduction shall be continuous unless revoked by the unit member in writing during the Month of August in any given year. Said written revocation shall be delivered to the Board Treasurer with a copy to the Association.

8.0105 When deductions for absence are made, they shall be on the basis of the annual salary divided by the number of days in the school year multiplied by the days of absence.

8.0106 Should it become necessary for a teacher to discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives shall be equal to his/her annual salary divided by the number of days in the school year times the number of days of actual service.

8.0107 Extra duty pay beyond the normal contract day shall be paid at twenty-eight dollars ($28.00) per hour. This would include mandatory meetings, summer school, detention, and remedial/blitz teaching assignments. All meetings must be designated as voluntary or mandatory by the administration.

8.0108 Salary schedules for each year of the contract are attached in Appendix G.

8.0109 Attendance Incentive

An attendance bonus shall be in effect as follows. The amounts are pro-rated for less than full time employees:

$125 for perfect attendance per quarter

8.02 SUPPLEMENTAL SALARIES

8.0201 Supplemental Contracts

A. Teachers who are authorized or required to perform duties in addition to their regular teaching duties, shall be given a supplemental written contract setting

forth the duties and specifying the salary of same. Such supplemental written contracts shall be limited contracts for one (1) year.

B. Supplemental contracts shall include the following information:
(1) Name of teacher;
(2) Name of school district;
(3) Length of contract;
(4) Statement of additional responsibilities and compensation to be provided for each;
(5) Basis by which compensation will be paid;
(6) Provision for signature and date of signing by the teacher.

8.0202 Method of Pay for Supplemental Salaries

A. The supplemental schedule will change when changes are negotiated.

B. All scholastic coaching experience (at any level) in a particular sport, whether acquired in this or other school systems, will be counted toward placement on the increment schedule. Coaching experience other than scholastic, such as in military service, YWCA, YMCA, independent leagues, youth leagues, etc. will not be transferable to a different sport.

C. Before receiving a contract for the first time under the new schedule, a verification of previous experience will be needed for proper placement on the increment schedule.

D. Extra duty pay shall be paid not later than two (2) pay periods after the submission of a timesheet by the employee. (Extra duty describes such work as proficiency test tutoring, summer trainings, Baldridge work, etc.)

8.0203 Supplemental Positions and Salaries

A. Supplemental Salary Schedules are attached in Appendix H.

All supplementals will receive the base increase agreed for the salaries for each school year.

For each school year, athletic supplementals (in the SBACC league) will receive an additional $500 if they are an employee of the District during the time of the supplemental.

B. A supplemental review committee shall be formed for the purposes of looking at supplemental positions, elimination of positions, creation of new positions, creating job descriptions, and controlling supplemental costs. The supplemental review committee will be comprised of an equal number of Association members and administrators with the Association members being appointed by the Association president in compliance with the Association's Constitution and Bylaws. The supplemental review committee shall report its findings to the

negotiations teams of the parties prior to the start of contract negotiations. Any changes or revisions that result from the committee's recommendations shall be discussed at negotiations.

8.03 SEVERANCE PAY

Upon retirement from the system and after having worked ten (10) years in the Bethel-Tate System, a certificated employee shall be paid one-fourth (1/4) of his/her accumulated but unused sick leave up to a maximum of sixty (60) days.

8.04 STATE TEACHERS RETIREMENT SYSTEM "PICK-UP"

8.0401 The Board herewith agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

A. The amount to be picked-up on behalf of each employee shall be the total employee's contribution to the STRS based upon the employee's total annual compensation.

B. The pick-up shall apply uniformly to all members of the bargaining unit.

C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

D. The pick-up shall apply to all compensation including supplemental earnings.

8.0402 The Association agrees on behalf of its members that the consequences of any adverse ruling by the Internal Revenue Service or by a court of law holding that said contributions are not in the form of a salary reduction shall be the responsibility of the member and not the responsibility of the Board.

8.05 INCENTIVE SEVERANCE PAY

8.0501 In the event an employee, with a minimum of ten (10) years of service with the district resigns his/her employment with the Board for retirement purposes effective the end of work year that he/she first becomes eligible, or anyone otherwise eligible by June 30, 2010 with a minimum of ten (10) years of service, to retire through the State Teachers Retirement System, he/she shall receive one-fourth (¼) of his/her accumulated but unused sick leave up to a maximum of eighty (80) days. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement excluding supplemental salaries. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay pursuant to Section 8.04 of this Master Contract upon retirement.

8.0502 Payment pursuant to this provision shall be made as follows:

A. Participation in the Board approved VOYA plan for the payment of the incentive severance or severance shall be mandatory for any bargaining unit

member who retires as noted above, and who is or will be age 55 years or older in the calendar year in which the member retires.

Severance or incentive severance pay shall be paid by the Board in lieu of any right to severance payments as set forth in ORC 124.39 or any other applicable law. Members waive their right to statutory severance pay. If an eligible member is a participant in the VOYA plan as required herein, an employer non-elective contribution shall be made on his/her behalf under the VOYA 403(b) plan in an amount noted in paragraph B of this section.

The required payment shall be made in accordance with the timelines set forth in Paragraph B of this section.

B. The severance shall be paid within thirty (30) days of the teacher providing proof of retirement to the Treasurer. If the entire amount is not able to be deposited into the teacher's 403(b) account for that calendar year due to the fact that it exceeds the federal limit, the remainder will be deposited in the first payroll in January of succeeding calendar years up to the maximum number of years permitted by law.

Eligible members shall complete a VOYA 403(b) product sponsor enrollment package prior to retirement. No severance shall be paid unless and until the member has a 403(b) plan into which payment can be made. There shall be no discretion to choose between a cash payment and an employer non-elective contribution into the VOYA plan.

If an eligible member is entitled to have a contribution made on his/her behalf and the member dies prior to such contribution being made, the contribution shall be paid to the member's beneficiaries in accordance with the VOYA plan. In the event no beneficiary was designated by the member, the severance will be paid to the member's estate, only to the extent of the limits based on includible compensation calculated through the month of death in accordance with the 403(b) regulations.

The plan year shall be a calendar year. Any administrative fees shall be borne by the product participants.

Any member who is entitled to severance pay and who is not an eligible member because they retired prior to the age of 55 shall receive severance that is paid directly to the member will continue to be eligible and will continue to be eligible for any and all severance payments of this section. The member may elect to defer such payments to a tax sheltered annuity that is tax qualified under the 403(b) tax regulations.

All contributions to the VOYA plan, all deferrals to a TAA and all check payments to members shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor BTTA guarantees any tax results associated with the 403(b) plan, deferrals to a TSA or check payments to the member.

In the event a member is ineligible to participate in the 403(b) plan and dies, any severance due shall be paid to the employee's estate.

8.0503 For the purpose of this provision, eligible to retire through the State Teachers Retirement System shall be the first happening of any of the following qualifying events:

1. Reaching eligibility for full actuarial benefit.
2. Reaching eligibility for reduced actuarial benefit.

8.0504 In the event this option is used, the teacher shall forfeit the severance package under Section 8.04.

8.06 TUITION REIMBURSEMENT

8.0601 The Board shall agree to commit an amount of at least twenty-five thousand dollars ($25,000) annually to be utilized for college course tuition reimbursement. Any overages will not be rolled over from year to year.

A teacher must complete one year of service at Bethel before he/she is eligible to take classes that are subject to reimbursement.

8.0602 A teacher shall be reimbursed on a pro rata basis, per year, for course work taken from July 1 to June 30 on a graduate or post baccalaureate level. The course work must be with an accredited college or university and must be approved by the Superintendent prior to teacher attendance to be eligible for reimbursement. An employee requesting tuition reimbursement shall submit the attached form for approval. The Superintendent shall review the form and return it to the member within ten (10) days. (Appendix "F")

The course work must be in one of the following:

A. The teacher's field of certification/license.
B. Course work to maintain/upgrade certification/license.
C. In the field of education or technology.
D. In other course work areas as approved in advance by the Superintendent.

8.0603 The teacher must request reimbursement pursuant to this provision within forty-five (45) days after the university/college presents its grades and within said time frame must present proof of earned credit of a grade B or better (pass in a pass/fail course) in order to receive reimbursement. Grades/transcripts must be submitted no later than August 31st in order to receive reimbursement on September 15th.

Reimbursement shall be paid on a pro-rata basis annually on September 15th, the amount of twenty-five thousand dollars ($25,000) shall be divided equally among those teachers eligible to receive reimbursement, with the exception that no teacher shall receive more than the cost of the tuition paid by the teacher.

8.0604 In order to protect the investment of the district in supporting an employee's professional development coursework, if an employee leaves the district within

three years of using tuition reimbursement, the Administration may require repayment of said tuition reimbursement at a pro-rated amount as follows:

a. If the teacher does not return to his/her employment for the first school year following the receipt of the tuition reimbursement, the teacher will be required to repay an amount equal to 2/3 of the amount reimbursed.

b. If the teacher does not return to his/her employment for the second school year following the receipt of the tuition reimbursement, the teacher will be required to repay an amount equal to 1/3 of the amount

8.0605 If an employee is required to make reimbursement pursuant to this section, and fails to do so, the Board may attach and withhold any wages or salary due to the teacher for such repayment. The requirement to repay the tuition reimbursement shall be waived if the teacher is reduced in force.

ARTICLE 9:
FRINGE BENEFITS

9.01 HOSPITALIZATION AND SURGICAL INSURANCE

9.0101 The Board shall provide the Clermont County Insurance Consortium plan or its equivalent for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications which are in effect at the ratification of this Master Contract and which are listed below. The Board shall pay eighty-three percent (83%) of the cost of a single plan, and eighty-three percent (83%) of the cost of a family plan.

9.0102 If a husband and wife are both employed by the Board or by a school district within the consortium, the Board shall be obligated to provide only one (1) family health insurance plan or two (2) single plans at one hundred percent (100%) contribution.

9.0103 If the Clermont County Insurance Consortium ceases to exist during the term of this Master Contract, the Board shall purchase a plan from an insurance carrier licensed by the State of Ohio that shall be equal to or greater than the existing coverage. The same contribution ratios shall apply and the Board shall present the proposed plan to the Association at least thirty (30) days prior to its implementation.

9.0104 In the event the primary carrier of the insurance ceases to be eligible for hospitalization, surgical and major medical insurance, the Bethel-Tate School District employed spouse shall have the right to continue uninterrupted coverage. If industry standards allowing for uninterrupted coverage change, a district ad hoc insurance committee will meet to discuss and review these changes. The committee shall be comprised of three (3) members selected by the Association and three (3) members selected by the Superintendent.

9.0105 A district insurance committee shall be established to look at the insurance costs, trends, and to discuss any changes that may be recommended by the Clermont County Insurance Consortium. The President of the Association shall appoint one representative per building to the committee, in compliance with the Association's Constitution and Bylaws, with an equal number of administrators appointed by the

Superintendent serving.

9.02 GROUP LIFE INSURANCE

9.0201 The Board shall pay one hundred percent (100%) of the premium of a group term life insurance plan amount up to forty thousand dollars ($40,000) including accidental death and dismemberment coverage through a carrier licensed in the State of Ohio for each member of the certified staff.

9.0202 If the Board changes carriers during the term of this Master Contract, such insurance coverage shall be equal to or greater than the existing coverage and the Board shall present the proposed change to the Association at least thirty (30) days prior to its inception.

9.03 GROUP DENTAL INSURANCE

9.0301 A plan providing group dental insurance shall be offered for each certificated employee of the district. The Board will pay ninety-four percent (94%) of the premium per year and shall be family or single coverage at the employee's option.

9.0302 If the Board changes carriers during the term of this Master Contract, such insurance coverage shall be equal to or greater than the existing coverage and the Board shall present the proposed change to the Association at least thirty (30) days prior to its inception.

9.0303 The Board shall direct the Superintendent and Treasurer to work through the Clermont County Insurance Consortium to improve the orthodontia benefits.

9.04 PREMIUM CONVERSION PLAN

A premium conversion plan shall be offered to employees to allow for health insurance contributions to be deducted from pay before taxes.

9.05 FRINGE BENEFITS FOR PART-TIME EMPLOYEES

The Board will pay fifty-five percent (55%) of the cost for the fringe benefits listed above for staff members who work four (4) hours or less per day for the regular school year of one hundred eighty-four (184) days.

9.06 TUITION-FREE ATTENDANCE

Children of staff members shall be enrolled through open enrollment in accordance with the open enrollment policy adopted by the Board of Education. Priority shall be given to employee's child(ren). If the Board rescinds that policy, or the child(ren) reside outside the State of Ohio, child(ren) of teachers shall be entitled to attend the Bethel-Tate Schools tuition free provided the teacher files an application with the Superintendent by August 1 preceding each school year indicating that the teacher wishes his/her child(ren) to attend Bethel-Tate Schools.

ARTICLE 10: CONCLUSION

10.01 AMENDMENT PROCEDURE

If either party desires to amend this Master Contract or any part or portion thereof, such amendment shall be proposed according to the procedures set forth in Article 3 of this Master Contract.

10.02 PROVISIONS CONTRARY TO LAW

If any provision of this document or any application of the document to any certificated person(s) shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. The parties agree to commence negotiations within thirty (30) days of the notification of an item being contrary to law.

10.03 COMPLETE AGREEMENT

The sole and complete agreement between the parties hereto supersedes and controls over all prior agreements written or oral. The parties acknowledge that during the negotiations which resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding of that right and opportunity are set forth in this agreement.

10.04 DURATION

This Master Contract shall remain in effect for a period beginning July 1, 2024 and ending June 30,2026. In witness thereof, the following representatives do affix their signatures:

For the **BETHEL-TATE TEACHERS ASSOCIATION/OEA/NEA**	For the **BETHEL-TATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**
President Date	Board President Date
Treasurer Date	Board Treasurer Date

APPENDIX "A"

BETHEL-TATE LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No._____ (To be filed in triplicate)

_____ _____ _____ _____

Name of Aggrieved | Assignment | Building | Date Filed

LEVEL ONE

INFORMAL DISCUSSION WITH IMMEDIATE SUPERVISOR

_____ _____

Signature of Supervisor | Date

_____ _____

Signature of Aggrieved | Date

LEVEL TWO

(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature of Aggrieved | Date

C. Disposition by Supervisor _____

_____

_____

_____

_____ _____

Signature of Supervisor | Date

LEVEL THREE

(Submitted to Superintendent)

D. Position of Aggrieved/ or Association _____

_____

_____

_____

_____ _____

Signature of Aggrieved or Association | Date

E. Disposition of Superintendent or Designee _____

_____

_____

_____ _____

Signature of Superintendent | Date

APPENDIX "B"

BETHEL-TATE LOCAL SCHOOL DISTRICT

SICK LEAVE BANK DONATION FORM

The Board of Education and the Bethel-Tate Local School District (BTTA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the BTTA. Between September 1 and October 1 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave will occur and appear on the pay stub by the second pay in October.

Information regarding how the Sick Leave Bank will be managed and how requests will be processed are on Appendix D. Please review this information carefully. Leave donations cannot be refunded to your account. This donation is for the current school year only.

Employees that decide to participate should complete the form below and return it to the Treasurer's office no later than October 1.

I have read the above information and agree to donate _____ days to the Sick Leave Bank.

_____ _____

Date Employee (please print)

_____

Signature

APPENDIX "C"
BETHEL-TATE LOCAL SCHOOL DISTRICT
ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee will consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the BTTA President. The duties of the Oversight Committee shall include the following:

A. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.

B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.

C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office. etc.)

D. Monitoring of all usage of days from the Sick Leave Bank.

E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet all of the following requirements:

A. The member's personal sick leave accumulations must be exhausted.

B. The need for additional sick leave must be based upon illness, injury, and/or surgery, but shall not include use for normal pregnancy.

C. A physician must verify, in writing, the member's need to be off work.

D. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree to the included wavier.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

APPENDIX "D"

BETHEL-TATE LOCAL SCHOOL DISTRICT

SICK LEAVE BANK DISTRIBUTION REQUEST FORM

Name_____

I am requesting _____ numbers of days from the Sick Leave Bank.

Estimated duration of Illness _____

Explanation of illness:

_____

_____

_____

_____ Attached is my physician's statement regarding this illness.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement and was advanced _____ days of my unearned sick leave. This advance is in lieu of the one and one-quarter (1¼) days of sick leave accrued for each month of service.

I specifically acknowledge and agree that the granting of days from the Sick Leve Bank shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Bethel-Tate Local School District Board of Education, the Association, the Sick Leave Bank Oversight Committee, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

Signed_____ Date_____

Social Security #_____/_____/_____

TO: TREASURER/PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Oversight Committee to borrow

_____ days from the Sick Leave Bank.

Signed_____
(Representative, Sick Leave Bank Committee)

Date_____

APPENDIX "E"

BETHEL-TATE LOCAL SCHOOL DISTRICT
TUITION REIMBURSEMENT REQUEST FORM

Staff Member:_____ Date:_____

I am hereby requesting tuition reimbursement in accordance with the Tuition Reimbursement Program (Per Master Contract, Article 8.07) for the following course(s):

Course Name:_____

University/College:_____

Course Description_____

_____

_____

Number of Semester Hours (Graduate or Post Baccalaureate Only):_____

Cost per Semester Hour:_____

(**NOTE:** The course work must be in the teacher's field of licensure/certification; to maintain/upgrade license/certification; in the field of education/technology; in other course work areas as approved in advance by the Superintendent. Transcripts/grades must be submitted no later than _____ in order to receive reimbursement on _____).

_____Approved _____Denied

_____ _____

Superintendent Signature Date

Submit reimbursement form with all copies attached. Canary copy will be returned when approved by the Superintendent. Upon completion of course work, submit verification of credits in the form of a grade report, transcript, letter from registrar, to the Superintendent's Office.

Office Use Only

Date Verification Received: _____

Approved for Payment: _____
Superintendent Signature

White – Superintendent **Canary** – Staff Member Final Copy **Pink** – Treasurer **Goldenrod** – Staff Member Initial Request

APPENDIX "F"
FAIR SHARE FEE PROVISIONS

Per Article 5.07 of this Collective Bargaining Agreement, the following are the Fair Share Fee provisions from the 2017-2020 contract.

A. Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Bethel-Tate Teachers Association, a fair share fee for the Association's representation of such non-members during the term of this Contract.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee (which shall be equal to 100% of the unified dues of the Association) shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

Sixty (60) days employment in a bargaining unit position or January 15th.

D. Transmittal of Deductions

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the state of Ohio.

F. Entitlement to Rebate

Upon timely demand non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the union.

APPENDIX "G"
Salary Schedules

PY Base	37,680.00											
Raise	2%		STRS - 1303									
New Base	38,434.00											
	TEACHERS SALARY SCHEDULE & INDEX, EFFECTIVE									2024-2025 with 2% increase		
Yrs	Non Degree		Bachelor		B+15 Hours		Masters		M+ 15 Hours			
Exp.	Increment	0.042	Increment	0.047	Increment	0.052	Increment	0.057	Increment	0.062		
0	0.953	$ 36,628.00	1.000	$ 38,434.00	1.047	$ 40,246.00	1.1175	$ 42,950.00	1.141	$ 43,853.00		
1	0.995	$ 38,242.00	1.047	$ 40,246.00	1.099	$ 42,239.00	1.1745	$ 45,141.00	1.203	$ 46,237.00		
2	1.037	$ 39,857.00	1.094	$ 42,046.00	1.151	$ 44,237.00	1.2315	$ 47,331.00	1.265	$ 48,619.00		
3	1.079	$ 41,470.00	1.141	$ 43,854.00	1.203	$ 46,237.00	1.2885	$ 49,522.00	1.327	$ 51,002.00		
4	1.121	$ 43,085.00	1.188	$ 45,659.00	1.255	$ 48,235.00	1.3455	$ 51,713.00	1.389	$ 53,385.00		
5	1.163	$ 44,698.00	1.235	$ 47,466.00	1.307	$ 50,233.00	1.4025	$ 53,904.00	1.451	$ 55,767.00		
6	1.205	$ 46,313.00	1.282	$ 49,272.00	1.359	$ 52,232.00	1.4595	$ 56,094.00	1.513	$ 58,150.00		
7	1.247	$ 47,927.00	1.329	$ 51,079.00	1.411	$ 54,230.00	1.5165	$ 58,285.00	1.575	$ 60,533.00		
8	1.289	$ 49,541.00	1.376	$ 52,885.00	1.463	$ 56,229.00	1.5735	$ 60,476.00	1.637	$ 62,917.00		
9	1.331	$ 51,156.00	1.423	$ 54,691.00	1.515	$ 58,228.00	1.6305	$ 62,667.00	1.699	$ 65,299.00		
10	1.373	$ 52,770.00	1.470	$ 56,498.00	1.567	$ 60,226.00	1.6875	$ 64,857.00	1.761	$ 67,682.00		
11	1.415	$ 54,384.00	1.517	$ 58,304.00	1.619	$ 62,224.00	1.7445	$ 67,048.00	1.823	$ 70,065.00		
12			1.564	$ 60,111.00	1.671	$ 64,223.00	1.8015	$ 69,239.00	1.885	$ 72,448.00		
13			1.611	$ 61,917.00	1.723	$ 66,221.00	1.8585	$ 71,430.00	1.947	$ 74,830.00		
14			1.658	$ 63,724.00	1.775	$ 68,220.00	1.9155	$ 73,621.00	2.009	$ 77,214.00		
15			1.705	$ 65,530.00	1.827	$ 70,219.00	1.9725	$ 75,810.00	2.071	$ 79,597.00		
20			1.752	$ 67,336.00	1.879	$ 72,217.00	2.0295	$ 78,001.00	2.133	$ 81,979.00		
25			1.799	$ 69,143.00	1.931	$ 74,216.00	2.0865	$ 80,192.00	2.195	$ 84,362.00		
27			1.846	$ 70,949.00	1.983	$ 76,214.00	2.1435	$ 82,383.00	2.257	$ 86,745.00		

APPENDIX "H"
Supplemental Schedule

BETHEL-TATE TEACHERS ASSOCIATION

Master Contract - Effective July 1, 2024 though June 30, 2026

APPENDIX "H"

Supplemental Schedule

Group	Position	Salary
FOOTBALL	Varsity Football	$ 4,525.13
	Assistant Varsity Football	$ 3,132.78
	Assistant Varsity Football	$ 3,132.78
	JV Football Head Coach	$ 3,132.78
	MS Football Coach	$ 2,436.61
	MS Assistant Football Coach	$ 1,740.44
BASEBALL	Baseball Head Coach	$ 2,784.69
	Baseball JV Coach/Assistant	$ 2,088.52
	Baseball Asst Coach	$ 1,740.44
BASKETBALL	Basketball Girls Varsity	$ 4,525.13
	Basketball Varsity Boys Coach	$ 4,525.13
	Basketball Boys JV Reserve	$ 3,132.78
	Basketball Girls JV	$ 3,132.78
	Basketball 7th Grade Boys	$ 2,436.61
	Basketball 7th Grade Girls	$ 2,436.61
	Basketball 8th Grade Boys	$ 2,436.61
	Basketball 8th Grade Girls	$ 2,436.61
	Basketball Boys 9th Grade	$ 2,436.61
	Basketball Asst Boys Coach	$ 1,740.44
	Basketball Asst Girls Coach	$ 1,740.44
BOWLING	Bowling	$ 2,784.69
CHEERLEADING	HS Cheerleading Fall	$ 1,218.30
	HS Cheerleading Winter	$ 1,218.30
	MS Cheerleading Fall	$ 870.21
	MS Cheerleading Winter	$ 870.21
CROSS COUNTRY	Cross Country Varsity Coach	$ 2,784.69
	MS CC Coach	$ 2,088.52
	CC Assistant Coach	$ 1,740.44
	Dance	$ 1,044.26
	Flags	$ 1,044.26
GOLF	Golf	$ 2,088.52

SOCCER	Soccer Varsity Boys	$ 3,480.86
	Soccer Varsity Girls	$ 3,480.86
	Soccer Boys JV	$ 2,088.52
	Soccer Girls JV	$ 2,088.52
	Soccer Asst Boys	$ 1,392.35
	Soccer Reserve/Asst Girls	$ 1,392.35
SOFTBALL	Softball Varsity	$ 2,784.69
	Softball Reserve/Asst Varsity	$ 2,088.52
TENNIS	Tennis	$ 2,088.52
TRACK	Track Boys Varsity Head Coach	$ 2,784.69
	Track Girls Varsity Head Coach	$ 2,784.69
	Track - Boys Coach	$ 2,088.52
	Track - Girls Coach	$ 2,088.52
VOLLEYBALL	Volleyball Head Coach	$ 3,480.86
	Volleyball JV Coach	$ 2,088.52
	Volleyball 7th Grade	$ 2,436.61
	Volleyball 8th Grade	$ 2,436.61
WRESTLING	Wrestling Varsity Coach	$ 4,525.13
	Wrestling JV Head Coach	$ 3,132.78
	MS Wrestling Coach	$ 2,436.61
	Wrestling Asst Coach	$ 1,740.44
		$ -
MISCELLANEOUS	HS Student Council	$ 1,044.26
	HS Student Council	$ 1,044.26
	MS Student Council	$ 2,088.52
	HS Yearbook	$ 1,740.44
	Academic Advisor	$ 2,088.52
	School Music/Drama	$ 1,392.35
	Musical/Drama MS	$ 1,044.26
	National Honor Society	$ 1,392.35
	Prom Advisor	$ 1,392.35
	Weight Trainers	$ 1,392.35
	MS Yearbook	$ 1,392.35
	PS Yearbook	$ 1,392.35
	IS Yearbook	$ 1,392.35
	Intermediate/MS Enviromental Club	$ 1,044.26

		$ -
BAND/MUSIC	Marching Band	$ 3,480.86
	Facility Manager	$ 1,530.00
	LPDC Members	$ 510.00
	Detention/After School Pay	$28/hour
	For all sports, if there is a JV team, there will not be an assistant position filled.	

BETHEL-TATE TEACHERS ASSOCIATION

Master Contract - Effective July 1, 2024 though June 30, 2026

APPENDIX "H"

Supplemental Schedule

Group	Position	Salary FY26
FOOTBALL	Varsity Football	$ 4,615.63
	Assistant Varsity Football	$ 3,195.43
	Assistant Varsity Football	$ 3,195.43
	JV Football Head Coach	$ 3,195.43
	MS Football Coach	$ 2,485.34
	MS Assistant Football Coach	$ 1,775.25
BASEBALL	Baseball Head Coach	$ 2,840.39
	Baseball JV Coach/Assistant	$ 2,130.29
	Baseball Asst Coach	$ 1,775.24
BASKETBALL	Basketball Girls Varsity	$ 4,615.63
	Basketball Varsity Boys Coach	$ 4,615.63
	Basketball Boys JV Reserve	$ 3,195.43
	Basketball Girls JV	$ 3,195.43
	Basketball 7th Grade Boys	$ 2,485.34
	Basketball 7th Grade Girls	$ 2,485.34
	Basketball 8th Grade Boys	$ 2,485.34
	Basketball 8th Grade Girls	$ 2,485.34
	Basketball Boys 9th Grade	$ 2,485.34
	Basketball Asst Boys Coach	$ 1,775.24
	Basketball Asst Girls Coach	$ 1,775.24
BOWLING	Bowling	$ 2,840.39
CHEERLEADING	HS Cheerleading Fall	$ 1,242.66
	HS Cheerleading Winter	$ 1,242.66
	MS Cheerleading Fall	$ 887.62
	MS Cheerleading Winter	$ 887.62
CROSS COUNTRY	Cross Country Varsity Coach	$ 2,840.39
	MS CC Coach	$ 2,130.29
	CC Assistant Coach	$ 1,775.24
	Dance	$ 1,065.14
	Flags	$ 1,065.14
GOLF	Golf	$ 2,130.29

SOCCER	Soccer Varsity Boys	$	3,550.48
	Soccer Varsity Girls	$	3,550.48
	Soccer Boys JV	$	2,130.29
	Soccer Girls JV	$	2,130.29
	Soccer Asst Boys	$	1,420.20
	Soccer Reserve/Asst Girls	$	1,420.20
SOFTBALL	Softball Varsity	$	2,840.39
	Softball Reserve/Asst Varsity	$	2,130.29
TENNIS	Tennis	$	2,130.29
TRACK	Track Boys Varsity Head Coach	$	2,840.39
	Track Girls Varsity Head Coach	$	2,840.39
	Track - Boys Coach	$	2,130.29
	Track - Girls Coach	$	2,130.29
VOLLEYBALL	Volleyball Head Coach	$	3,550.48
	Volleyball JV Coach	$	2,130.29
	Volleyball 7th Grade	$	2,485.34
	Volleyball 8th Grade	$	2,485.34
WRESTLING	Wrestling Varsity Coach	$	4,615.63
	Wrestling JV Head Coach	$	3,195.43
	MS Wrestling Coach	$	2,485.34
	Wrestling Asst Coach	$	1,775.24
MISCELLANEOUS	HS Student Council	$	1,065.14
	HS Student Council	$	1,065.14
	MS Student Council	$	2,130.29
	HS Yearbook	$	1,775.24
	Academic Advisor	$	2,130.29
	School Music/Drama	$	1,420.20
	Musical/Drama MS	$	1,065.14
	National Honor Society	$	1,420.20
	Prom Advisor	$	1,420.20
	Weight Trainers	$	1,420.20
	MS Yearbook	$	1,420.20
	PS Yearbook	$	1,420.20
	IS Yearbook	$	1,420.20
	Intermediate/MS Enviromental Club	$	1,065.14

BAND/MUSIC	Marching Band	$ 3,550.48
	Facility Manager	$ 1,560.60
	LPDC Members	$ 520.20
	Detention/After School Pay	$28/HR
	For all sports, if there is a JV team, there will not be an assistant position filled.	

MEMORANDUM OF UNDERSTANDING

BETWEEN THE BETHEL-TATE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE BETHEL-TATE TEACHERS ASSOCIATION

This Memorandum of Understanding is entered on this first day of June 2021, by and between the Bethel-Tate Teachers Association (hereinafter the "Association") and the Bethel-Tate Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2024 through June 30, 2026 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement contains a provision for the evaluation of members of the bargaining unit; and

WHEREAS, the Parties wish to also address how bargaining unit members who are "teachers" or "school counselors" as defined by R.C. 3319.111 and 3319.113 respectively, will be evaluated under the Board's OTES/OSCES Evaluation Policy(ies).

IT IS NOW THEREFORE AGREED as follows:

The Board and the Association agree that the District's evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.

2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

3. A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a final summative rating.

   B. <u>Application</u>

   The teacher/counselor evaluation procedure contained in this MOU applies to the following employees of the District:

   1. Teacher working under a license and/or permanent certificate issued under

sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

2. Teacher working under a permanent certificate issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

3. The guidance counselor evaluation procedure in the Ohio Revised Code Section 3319.113 applies to all school counselors employed by the District.

C. Evaluators

1. An evaluator must be a credentialed contracted employee of the Bethel-Tate Local School District.

2. The person who is responsible for assessing a teacher's performance shall be the Bethel-Tate Local School District principal or assistant principal assigned to the building in which the teacher teaches.

D. Evaluation Instrument

The Evaluation Instrument for members meeting the statutory definition of teacher shall be the Ohio Teacher Evaluation System (OTES) Framework. The OTES forms are by reference incorporated into this MOU.

The Evaluation Instrument for members meeting the statutory definition of school counselor shall be the Ohio School Counselor Evaluation System (OSCES) Framework. The OSCES forms are by reference incorporated into this Agreement.

The Board and the Association agree that the OTES/OSCES Resources will be utilized by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES/OSCES Model. For walkthroughs the Board of Education shall use the OTES/OSCES general form.

E. Orientation

1. Not later than September 30th of each year, each teacher/counselor shall be notified in writing of the name and position of the individual evaluating him/her for that school year. The evaluator shall be in compliance with C2 of this Agreement

2. The District shall hold an OTES/OSCES overview meeting for teachers being evaluated no later than September 30th of each year.

F. Schedule for Evaluation

1. No teacher/counselor shall be evaluated more than once annually. The principal and teacher/counselor may extend the timelines by mutual agreement to accommodate calamity days and days of absence. The first observation shall be announced. The second observation may be unannounced; however, the evaluation will provide the teacher with a month window in which the observation may occur.

2. Each teacher/counselor being evaluated shall participate in a goal development meeting with his/her evaluator no later than September 25th and prior to the first observation being conducted. The teacher shall complete the Professional Growth Plan form.

3. In the year when a teacher's/counselor's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3rd) observation. Under no circumstances shall a teacher's/counselor's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) minutes.

    a. All formal observations shall be preceded by a conference between the evaluator and the teacher/counselor at least one (1) day prior to the observation in order for the teacher/counselor to explain plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.

    b. All post-observation conferences shall be held between the evaluator and the teacher/counselor not later than five (5) work days after the observation.

    c. The timeline for teacher/counselor's being observed three (3) times shall be:

        i. First (1st) post-observation conference held on or before November 30th

        ii. Second (2nd) post-observation conference held on or before February 20th

        iii. Third (3rd) post-observation conference held on or before May 1st

    Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher/counselor and a conference shall be held between the

teacher/counselor and the evaluator.

4. In any year when a teacher/counselor's contract does not expire, a minimum of two (2) formal observations shall be completed except as provided in Number 5 below. A formal observation shall last a minimum of thirty (30) minutes. All formal observations shall be preceded by a conference between the evaluator and the teacher/counselor at least one (1) day prior to the observation in order for the teacher/counselor to explain plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.

    a. All post-observation conferences shall be held between the evaluator and the teacher/counselor not later than five (5) work days after the observation.

    b. The timeline for teacher/counselor's being observed two (2) times shall be:

        i. First (1st) post-observation conference held on or before November 30

        ii. Second (2nd) post-observation conference held on or before March 30

    Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher/counselor and a conference shall be held between the teacher/counselor and the evaluator.

5. Options:

    A. The Superintendent or designee may opt in a given year not to evaluate any teacher who was on leave from the Board for fifty percent (50%) or more of that year.

    B. The Superintendent or designee may opt in a given school year not to evaluate any teacher who had submitted notice of retirement that has been accepted by the Board no later than December 1st of the school year in which the evaluation is otherwise schedule to be conducted.

    C. In any year in which a teacher/counselor's contract does not expire, any teacher who receives a rating of "Accomplished" on the teacher's most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan (as defined in Policy) to the evaluator and the evaluator will determine if the teacher is making progress on the plan.

D. In any year in which a teacher/counselor's contract does not expire, any teacher who receives a rating of "Skilled" on the teacher's most recent evaluation may be evaluated once every two (2) years. The teacher will be required to submit a self-directed professional growth plan (as defined in Policy) to the evaluator and the evaluator will determine if the teacher is making progress on the plan.

E. In years when the member is not subject to the formal evaluation because he/she has received an evaluation rating of Accomplished or Skilled, he/she will be subject to an off-cycle walkthrough. For Skilled members, the evaluator shall conduct one (1) walkthrough of twenty (20) minutes and a post conference. For Accomplished members, the evaluator shall conduct one (1) walkthrough of twenty (20) minutes and a post conference. Any teacher on an off-cycle year may be returned to the cycle at any time based upon an ineffective rating in more than one domain of the evaluation system.

G. Walkthroughs

1. A walkthrough is a formative written assessment that has the following components:

   a. A building / individual member awareness of the focus for the walkthrough prior to each walkthrough.

   b. A formal debriefing, via the administrator providing the member with the Walkthrough General Feedback Form no later than three (3) work days after the walkthrough.

   c. A walkthrough shall not be for more than twenty (20) minutes.

H. Finalization of Evaluation

1. Written Report

   Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher/counselor and a conference shall be held between the teacher/counselor and the evaluator.

2. Response to Evaluation

   The teacher/counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher/counselor's personnel file.

I. OTES Committee and Its Role

A) The District OTES committee, comprised of an equal number of members appointed by the Association and administrators appointed by the Board, shall monitor High Quality Student Data and its use in OTES evaluations.

B) If there are changes made to OTES or OSCES through changes to the framework by the Ohio Department of Education or changes to the Ohio Revised Code sections related to OTES and OSCES, prior to implementing those changes, the Superintendent shall convene the District Evaluation Committee, present the proposed changes and seek input from the District Evaluation Committee. Following this meeting, the Superintendent may implement the proposed changes, either in whole or in part. These changes will not be subject to any further ratification by the parties.

J. Employment Decisions

The Board may consider final teacher evaluations for retention, promotion and to remove poorly performing teachers as outlined in ORC 3319.111 and in compliance with the collective bargaining agreement.

A teacher has the right to Association representation at any administrative meeting where employment decisions related to professional growth is discussed. A teacher may challenge procedural violations through the grievance procedure in the Contract.

K. Improvement Plans

Any member receiving four or more ratings of developing and/or ineffective on the formal observation may be placed on an improvement plan focused on the noted deficiencies. The member shall remain on the improvement plan until such time as the member reduces the number of developing and/or ineffective ratings to three or less.

Except as delineated above, this Memorandum does not alter, modify, or change any existing provision of the CBA currently in effect between the parties or Board policy.

This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

This Memorandum shall become a part of and affixed to the Collective Bargaining Agreement effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representative of the BETHEL-TATE LOCAL

SCHOOL DISTRICT BOARD OF EDUCATION and the BETHEL-TATE TEACHERS ASSOCIATION have executed this Memorandum on the dates opposite their signatures.

BETHEL-TATE LOCAL SCHOOL DISTRICT

Susan Ward 4-14-25

Board President Date

BETHEL-TATE TEACHERS ASSOCIATION

Susan Ward Christy Calhoun 4-15-25

Association President Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ day of January, 2025 by and between the Bethel-Tate Local School District Board of Education (hereinafter "Board") and the Bethel-Tate Teachers Association (hereinafter "BTTA").

WHEREAS, the Board and the Union are parties to a collective bargaining agreement ("Agreement") effective July 1, 2024 through June 30, 2026; and

WHEREAS, through the course of negotiating the above Agreement, the parties desire to set agreed upon terms and resolutions of various matters pursuant to this Memorandum.

NOW THEREFORE, the Board and the Union agree as follows:

1. The Board and the BTTA agree that for the term of this Agreement, all evaluations will be deemed comparable within Section 6.1002 of the Agreement.

2. During the term of this Agreement, the following language shall be added as a new section:

   6.2005 In the event a Teacher misses an in-service day, the Teacher shall be required to make up all federal, state, or pertinent District training (as noted by the building principal) that was provided during that day on the member's own time (for example planning period).

3. The Board and the BTTA agree that the salary schedule in effect under Section 8.0101 for the 2024/2025 school year shall be the salary schedule attached as Exhibit A. The parties agree to a reopener on salary only for the 2025/2026 school year.
   a. This is a 2.0% increase on the base wages which shall be effective on the February 18, 2025 pay. This shall be retroactive to September 1, 2024 which shall be spread over the remaining pays in FY2025.

4. The Board agrees to remove all non-disciplinary, letters of counseling dated May 14, 2024 that were received by bargaining unit members regarding dress code. These letters shall be permanently removed from the bargaining unit members' personnel files, and they shall receive written/electronic notification from the Superintendent that the letters have been removed.

5. The Association shall withdraw their outstanding grievance(s) and shall instruct their attorney to withdraw the outstanding unfair labor practice on file with the State Employment Relations Board.

6. This MOU shall automatically expire with the expiration of the Agreement in 2026.

7. All other terms of the Agreement not addressed herein shall remain as currently written.

8. The Board and the Union further acknowledge, agree and understand that this MOU shall only be applicable to the position identified herein, and that nothing captained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and the Union.

Executed on the date noted above by the duly authorized representatives of the Board and the Union.

Bethel-Tate Teachers Association

Christy Calhoun

Bethel-Tate Local School District
Board of Education

Susan Ward
Board of Education President

Karen R. Boyer
Treasurer/CFO

EXHIBIT A

PY Base	37,680.00										
Raise	2%		STRS - 1303								
New Base	38,434.00										
	TEACHERS SALARY SCHEDULE & INDEX, EFFECTIVE								2024-2025 with 2% increase		
Yrs	Non Degree		Bachelors		B+150 Hours		Masters		M+ 15 Hours		
Exp.	Increment	0.042	Increment	0.047	Increment	0.052	Increment	0.057	Increment	0.062	
0	0.953	$ 36,628.00	1.000	$ 38,434.00	1.047	$ 40,241.00	1.1175	$ 42,950.00	1.141	$ 43,854.00	
1	0.995	$ 38,242.00	1.047	$ 40,241.00	1.099	$ 42,239.00	1.1745	$ 45,141.00	1.203	$ 46,237.00	
2	1.037	$ 39,857.00	1.094	$ 42,047.00	1.151	$ 44,238.00	1.2315	$ 47,332.00	1.265	$ 48,620.00	
3	1.079	$ 41,471.00	1.141	$ 43,854.00	1.203	$ 46,237.00	1.2885	$ 49,523.00	1.327	$ 51,002.00	
4	1.121	$ 43,085.00	1.188	$ 45,660.00	1.255	$ 48,235.00	1.3455	$ 51,713.00	1.389	$ 53,385.00	
5	1.163	$ 44,699.00	1.235	$ 47,466.00	1.307	$ 50,234.00	1.4025	$ 53,904.00	1.451	$ 55,768.00	
6	1.205	$ 46,313.00	1.282	$ 49,273.00	1.359	$ 52,232.00	1.4595	$ 56,095.00	1.513	$ 58,151.00	
7	1.247	$ 47,928.00	1.329	$ 51,079.00	1.411	$ 54,231.00	1.5165	$ 58,286.00	1.575	$ 60,534.00	
8	1.289	$ 49,542.00	1.376	$ 52,886.00	1.463	$ 56,229.00	1.5735	$ 60,476.00	1.637	$ 62,917.00	
9	1.331	$ 51,156.00	1.423	$ 54,692.00	1.515	$ 58,228.00	1.6305	$ 62,667.00	1.699	$ 65,300.00	
10	1.373	$ 52,770.00	1.470	$ 56,498.00	1.567	$ 60,227.00	1.6875	$ 64,858.00	1.761	$ 67,683.00	
11	1.415	$ 54,385.00	1.517	$ 58,305.00	1.619	$ 62,225.00	1.7445	$ 67,049.00	1.823	$ 70,066.00	
12			1.564	$ 60,111.00	1.671	$ 64,224.00	1.8015	$ 69,239.00	1.885	$ 72,449.00	
13			1.611	$ 61,918.00	1.723	$ 66,222.00	1.8585	$ 71,430.00	1.947	$ 74,831.00	
14			1.658	$ 63,724.00	1.775	$ 68,221.00	1.9155	$ 73,621.00	2.009	$ 77,214.00	
15			1.705	$ 65,530.00	1.827	$ 70,219.00	1.9725	$ 75,812.00	2.071	$ 79,597.00	
20			1.752	$ 67,337.00	1.879	$ 72,218.00	2.0295	$ 78,002.00	2.133	$ 81,980.00	
25			1.799	$ 69,143.00	1.931	$ 74,217.00	2.0865	$ 80,193.00	2.195	$ 84,363.00	
27			1.846	$ 70,950.00	1.983	$ 76,216.00	2.1435	$ 82,384.00	2.257	$ 86,746.00	