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# AGREEMENT

**between the**

# BELLAIRE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

**and the**

# BELLAIRE EDUCATION ASSOCIATION/OEA/NEA

**JULY 1, 2026**
**THROUGH**
**JUNE 30, 2029**

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## ARTICLE 1 – RECOGNITION AND NEGOTIATIONS

A. RECOGNITION

The Bellaire Board of Education, hereby recognizes the Bellaire Education Association, OEA/NEA-Local as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for professional, non-supervisory, personnel (as certified/licensed by the State Employment Relations Board), employed or to be employed by the District in the following positions:

1. regular full or part-time classroom teachers (K-12, adult, special, and vocational) including summer school
2. guidance counselors
3. speech therapists
4. psychologists
5. media and program specialists
6. librarians
7. school nurses
8. site coordinator
9. full-time substitutes who have taught sixty (60) or more consecutive days in the same position.

The superintendent or designee and the Association president or designee will meet and decide which newly created positions will be part of the bargaining unit.

The following are specifically excluded from the bargaining unit:

1. superintendent
2. assistant superintendent/administrative assistant
3. all principals and assistant principals (including half-time (1/2) principals and half-time (1/2) teachers)
4. any other supervisor, confidential employee, or management level employee as the same are defined in ORC 4117.01
5. temporary and casual employees as determined by the State Employment Relations Board
6. any other employee excluded or excludable pursuant to ORC 4117.01(c)
7. any other substitute and part-time employees
8. athletic director

Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

B. SCOPE OF NEGOTIATIONS

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision in the collective bargaining agreement.

Issues to be presented for negotiations will reflect the concerns of the local Bellaire Education Association members and the designees of the Bellaire Board of Education.

C. PROCEDURE FOR CONTINUING NEGOTIATIONS

1. Submission of Issues

Negotiations of a successor contract shall begin no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration date of this agreement, or at other such times as may be mutually agreed upon between the parties.

Within twenty (20) working days of notification by either party, issues proposed for negotiations shall be simultaneously submitted in writing by the Association to the superintendent or designee and by the superintendent to the Association. Said issues shall be submitted in the form of complete proposed provisions, and shall indicate additions, deletions, or modifications of the existing agreement.

At such time, the parties shall agree upon a date, time, and place for the first negotiating session.

The issues as thus submitted shall constitute the agenda for negotiations and no issue shall be added to the agenda without mutual consent.

2. Negotiating Team

The Board of Education and the recognized teacher organization shall be represented at all negotiation meetings by a team of negotiators.

a. The negotiating team may consist of no more than six (6) active participants.

b. The chair of each team is continuous and controls who may speak for the team. Each team shall furnish its own clerical help and their notes shall be private.

All negotiations shall be conducted exclusively between said teams.

3. Negotiations Meeting

The superintendent and/or other designated representatives shall meet at reasonable times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

4. Caucus

Caucus may be called at any time by the chair of either team. Either party may use the services of consultants during the caucus.

5. Exchange of Information

Each party to the negotiations shall furnish to each other, upon reasonable request, all available information pertinent to the issues under negotiations provided that neither party may be required to make available any confidential information expressly compiled for the use of its negotiations.

6. Consultants

The parties may call upon professional and lay consultants to assist in negotiations.

a. Consultants must be included as either team members or observers if they are to be permitted to enter the negotiations room.
b. Expenses for consultant services will be borne by the team requesting such service.
c. Consultants may serve as chief spokesperson for their respective bargaining team.

7. Tentative Agreement

a. All counter proposals shall be in writing and shall indicate the date and time of submission.
b. As tentative agreement is reached on individual items discussed, two (2) copies of such items shall be prepared immediately, and each copy shall be initialed and dated by the chairperson of each team. One (1) copy shall be retained by the Board and one (1) copy shall be retained by the Association.
c. All items agreed upon shall be considered tentative until the negotiations are completed, and the final agreement is ratified by the Association and the Board.

8. Agreement

If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, said written memorandum of understanding between the parties shall then be submitted to the Board of Education for its consideration.

If approved by the affirmative vote of a majority of the full Board, the Agreement shall be signed by both parties and then become a part of the official minutes of the Board.

No final agreement will be construed to have been reached by the parties until the tentative agreement has been properly ratified by both parties.

Within ten (10) days following ratification by both parties, appropriate representatives of the parties shall formally execute the contract by affixing their signatures thereto.

9. Disagreement

a. Should an impasse occur, either party shall have the right to request the assistance of Federal Mediation Services (FMCS) or other agreed upon mediator or mediation service. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code. The parties agree that this impasse procedure constitutes the parties' mutually agreed upon dispute resolution procedure pursuant to ORC 4117.14.

b. All costs and expenses incurred in the use of a mediator shall be shared equally between the parties.

c. The mediator shall have the authority to schedule mediation sessions if so requested by the parties.

d. Nothing herein shall prohibit the parties at any time from mutually agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure, including binding final offer settlement.

e. Right to Strike
In the event that the parties are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(d)(2) of the Ohio Revised Code.

## ARTICLE 2 – GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance – A "grievance" is an allegation that the provisions of this Agreement have been misinterpreted, violated or misapplied.

2. Grievant or Aggrieved – The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, or the Association itself acting on behalf of itself or for any member or group of members. The Association will not file or pursue a grievance on behalf of any member or group of members to whose satisfaction the problem has been resolved.

3. Days – The term "days" shall be working days exclusive of negotiated holidays or those set forth in ORC 1.14. During the summer break, such "days" shall mean weekdays (Monday through Friday), excluding such holidays.

4. Representative or Representation – The term “representative” or “representation,” except for the informal step, shall be any members of the Association chosen by the aggrieved, legal counsel of the aggrieved or the Board, or a representative of the Ohio Education Association. At the informal step, the grievant and the immediate supervisor may be accompanied by not more than one person of his or her choosing provided such person is a full-time employee of the district.

5. Immediate Supervisor – For the purpose of this article, “immediate supervisor” is the principal of the building in which the grievance occurs. If a grievance occurs outside the realm of any building principal, “immediate supervisor” shall be determined by the organizational chart – CCA in Board policy as adopted by the Board of Education.

B. RIGHTS AND PROCEDURES

1. At any step of the grievance, a grievant may have “representation” as set forth above.

2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.

3. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction over this school district in the area of civil or equal rights violations. For all other areas the grievance procedure is the exclusive remedy for all alleged violations of this contract.

4. No grievance may be submitted to arbitration without the consent of the Association.

5. If the grievance arises from the actions of an authority higher than the immediate supervisor, it may be initially submitted at Step Two described herein.

6. Copies of the documents pertaining to a grievance which has been filed shall be placed only in the confidential files of the treasurer of the Board and the president of the Association. The treasurer shall make these available only to members of the Board, superintendent, legal counsel, and/or by court order.

7. Other than the final disposition at Step One or beyond, no record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the procedure herein described, unless so ordered by an arbitrator or a court of competent jurisdiction.

8. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties. Failure at the informal or

Step One of this procedure to dispose of a grievance within the time limits provided shall result in the grievance advancing to the next step. Lack of adherence to the time limits by the grievant shall bar the grievance and act as a waiver of the grievant's right to proceed. Disposition of a grievance by a failure of any party to proceed within the applicable time limits shall be binding only as to that specific grievance and shall not serve as a precedent or past practice for the disposition of same or similar issues in the future.

9. Any meeting set forth in any of the stages of the grievance procedure which is commenced with the time period set forth may be continued, by mutual agreement, for the purpose of gathering or presenting additional information, and the time limits for instituting procedures in the next stage of the grievance procedure shall commence from the date of the conclusion of such continued meeting.

10. Both parties recognize that it is the intent of the grievance procedure to resolve disputes. Therefore, each party shall at, prior to, or during each step of the grievance disclose to the other all known material facts, precedent or past practice, and contractual provisions which each believes to be supportive of its respective position. If one party knowingly fails to disclose such information prior to proceeding to binding arbitration as set forth in the procedure, and it should, in the opinion of the arbitrator, result in material prejudice to the other party, then the arbitrator may, in his/her discretion, prohibit or limit the presentation of such information at the arbitration hearing.

11. In the event more than one (1) grievance is pending at any step which grievances have in common a question of fact, precedent, past practice, or application of the contract provisions material to its disposition, the parties may, by mutual agreement, consolidate said grievances at the highest step of any one of them.

12. A grievance shall be dismissed without prejudice if the grievant resigns his/her employment prior to its resolution. Resignation of one or more members of a group grievance shall not act to bar others in the group from proceeding with the grievance.

13. Failure of a grievant to attend a procedural step shall grant to the administration the option of proceeding on the record in his/her absence or continuing the matter for not more than five (5) working days. Failure of a grievant to attend a continued proceeding shall result in the grievance being dismissed without prejudice. Group grievances are excluded from this provision, so long as a majority of the group attends the proceeding.

C. PROCEDURAL STEPS

1. Informal Step – If a grievant believes there is a basis for a grievance, the grievant must first discuss the matter with his or her immediate supervisor in an effort to resolve the problem informally. Such discussion must take

place within ten (10) days after the alleged grievance occurred. An "Acknowledgement of Potential Grievance" form is to be completed by both parties at the time of discussion. The immediate supervisor shall provide the aggrieved with an answer within five (5) days of the informal discussion.

2. Step One – If the informal discussion does not resolve the grievance to the satisfaction of the grievant, he or she may lodge a formal grievance by submitting a completed Grievance Report Form to his or her immediate supervisor, within five (5) days of the date of the receipt of the answer from the immediate supervisor resulting from the informal discussion. Within five (5) days of receipt of the grievance, the immediate supervisor and/or his/her selected representative(s) shall meet with the aggrieved and/or the aggrieved's selected representative(s), in an effort to resolve the disposition of the grievance. Within five (5) days after such meeting, the immediate supervisor shall complete the report form and mail it to the aggrieved and the BEA president.

3. Step Two – If the aggrieved is not satisfied with the disposition of the grievance in Step One, he or she may lodge a formal grievance by submitting a completed Grievance Report Form to his or her immediate supervisor. Within five (5) days of receipt, the superintendent, and/or his/her selected representative(s) shall meet with the grievant and/or his/her selected representative(s) to resolve the matter. Within five (5) days of this meeting, the superintendent shall indicate his or her disposition of the grievance by completing the report form and mailing it to the aggrieved and the BEA president.

4. Step Three – If the aggrieved is not satisfied with the disposition of the grievance in Step Two, he or she may complete the grievance report form, Step Three, and submit it to the treasurer within five (5) days of receipt of the superintendent's disposition of the grievance at Step Two. The Board of Education shall, at their next regular meeting held not less than seven (7) days following filing of the grievance with the treasurer or at a special meeting called for such purpose, conduct a hearing in executive session on the grievance. The Board shall render its disposition of the grievance within five (5) days of the hearing by completing the Grievance Report Form and filing it with the treasurer. The treasurer shall thereupon provide a copy to the grievant and the Association president by causing the same to be placed in the district's internal mail system.

5. Step Four – If the aggrieved is not satisfied with the disposition of the grievance in Step Three, he or she may, with the consent of the Association, submit the grievance to binding arbitration within five (5) days of the filing with the treasurer of the Board's disposition of the grievance at Step Three. The arbitration shall be conducted by the American Arbitration Association whose rules and regulations shall govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of this agreement, or render a decision contrary to law. In cases where the arbitrability of an issue is questioned, the matter of arbitrability may be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the

arbitrator on the merits of the issue. The cost for services of the arbitrator will be borne equally by the Board of Education and the Association.

6. Notices – The BEA president shall be notified contemporaneously with the grievant of all hearing dates in Steps One through Three. Compliance with the foregoing shall be deemed compliance with ORC 4117.03.

See Appendix A for Grievance Forms

## ARTICLE 3 – ASSOCIATION RIGHTS

A. The president of the Association, or designated representative, may be allowed to use school buildings to conduct meetings of the Association outside the school day, provided that such use does not otherwise interfere with or interrupt normal school operations, and provided that building utilization procedures are followed.

B. In a manner and at a time approved by the administration, Association officers or their designees may use school equipment normally used by members of the bargaining unit provided that such use does not interfere with or interrupt normal school operations. Other equipment may be used with the approval of the administrator responsible for such equipment. The Association and the Association representative shall be responsible for any damages caused to the equipment while in their possession. The use of school equipment shall be in accordance with the appropriate building procedures. The Association shall reimburse the Board for the cost of any supplies it uses. The Association recognizes that normal school operations and administration use have priority over its use of the equipment.

C. The Association agrees to be responsible and to indemnify the Board and all its employees for any damages or injuries caused by or during Association use of Board property or equipment.

D. The Association may use designated bulletin space in every school building to post and remove notices of Association meetings, elections, social activities, OEA Legislative Reports, and Association posters. Association officers and building representatives shall have to post and remove notices of the same on such boards. No political, controversial, or defamatory matter may be posted.

The building principal must approve the posting of any other material not in conformity with this provision. The building principal shall have the authority to remove any material which he or she deems to be in conflict with this provision, or which would otherwise interrupt or interfere with normal school operations or the administration of this Agreement. The building principal shall notify the Association president of his action. The Association may grieve the building principal's action. The material shall not be re-posted while the grievance is pending.

E. Association representatives shall have the right to use the school district's mailing system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Association shall be responsible for the content of all materials. The Administration may limit the quantity to be transmitted in any one day.

F. The Association president or his/her designee shall be notified of the time, date, and place of all Board meetings and shall, upon request, receive a copy of the agenda for each Board meeting. The notification and agenda shall be sent to the Association president by deposit in his/her school mailbox.

G. At the conclusion of building staff meetings and district-wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association president to the superintendent, the Association president and his/her designee may address the staff at the conclusion of the first district staff meeting of each school year, or at times mutually agreed to by the superintendent and the president of the Association.

H. The Association may provide the Superintendent with written recommendations as to the theme/topic or subject matter for professional development days. Primary recommendations are to be made in the spring of the prior school year.

I. Upon request, the Association president or his/her designee shall be provided copies of the following information/data:

1. A complete copy of the Board's Official Annual Appropriations Resolution as adopted by the Board (both temporary and permanent)

2. A copy of the Official Certificate of Estimate Resources and any amendments thereto

3. A copy of the proposed July Budget

4. A copy of the Official July Budget as adopted by the Board

5. A complete copy of the treasurer's December Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous calendar year

6. A copy of training and experience grids for bargaining unit members paid from the regular teachers' salary schedule

J. Unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

1. The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's treasurer on or before the third payroll of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless from all claims of excessive, improper dues deductions.

2. The deductions shall be made in twenty-four (24) equal installments (small variance first month acceptable) beginning the month of October and ending the month of August.

3. If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's treasurer receives notification of such revocation.

4. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association treasurer in check form made payable to the "Bellaire Education Association." A list of the unit members for whom the deductions were made will be included with each check showing the amount deducted for each unit member.

5. The Association shall provide the Board's treasurer a list of those unit members who have authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than the third payroll of the school year.

6. The Association will promptly transmit any authorization from employees hired after the third payroll of the school year to the Board's treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current employees submitting new authorizations must do so no later than the third payroll of the school year.

K. ASSOCIATION LEAVE

1. Three (3) local members of the bargaining unit, as selected by the Association, shall each be granted up to two (2) days released time, per year, to attend the OEA conventions.

2. If any local member holds an active state office at the time of the OEA convention, one such additional member shall be granted such released time.

3. Application for leave shall be submitted to the superintendent at least five (5) school days in advance of the day for which released time is requested. The superintendent may waive this requirement in an emergency. The unit member shall submit proof of attendance upon the member's return. Any expenses incurred shall be the responsibility of the unit member.

The president of the Bellaire Education Association or his/her designated representative shall be given release time for the purpose of carrying out association business in other buildings of the district which cannot reasonably be expected to be accomplished outside the school day.

Such release time shall be used in one-half day units. Any portion of a unit so used shall be counted as one unit.

*No more than six units may be used in one school year.
*No more than four units may be used in any one semester.
*Such time is to be arranged with the building principal of the president or representative.

L. BELLAIRE EDUCATION ASSOCIATION PRESIDENT'S RELEASE TIME

1. The president or representative upon request for release time shall submit a list of the building(s) he/she intends to visit, and the approximate time and duration of his/her visitation. The superintendent, and all affected principals shall receive a copy of such request and schedule. If the superintendent receives no objections from any of the building principals, or the principal of the president, the superintendent shall approve the request, as long as the same is within the provisions of this policy.

2. If the superintendent receives an objection from an affected principal or the building principal of the president or representative, the superintendent shall have complete discretion in allowing or denying the request for use of such released time. If the superintendent denies the request, he/she shall state his/her reasons in writing to the president of the BEA.

3. During the visitation, the BEA president or representative may not interrupt the normal operation of the school building or any classroom instruction. It is understood that conferring with a teacher during said teacher's preparation period does not constitute an interruption of the normal operation of the school building.

4. If a teacher is assigned to fill in for the BEA president or representative during his/her use of release time hereunder, the provisions regarding teacher replacement, as previously negotiated herein, shall not be operative.

5. The BEA president or representative shall also be granted release time to attend conferences, hearings and arbitrations held pursuant to the negotiated grievance procedure. This release time shall not be credited against the release time otherwise established in this Article.

6. It shall be the obligation of the BEA president or representative to advise his/her principal or the building principal of the need for such release time (grievance procedure) at least two (2) school days prior to its intended use.

7. The provisions of this Agreement concerning teacher replacement shall not apply to the teacher assigned to replace the BEA president or representative during use of such release time (grievance procedure).

M. NON-REPRISAL

No bargaining unit member shall be disciplined or discharged for exercising, within the law, his or her rights as a public employee.

## ARTICLE 4 - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. 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 Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;

5. Suspend, discipline, demote or terminate for just cause, or lay off, recall, transfer, assign, schedule, promote or retain employees;

    a. Determine the adequacy of the work force;
    b. Determine the overall mission of the school district;
    c. Effectively manage the work force in all aspects;
    d. Take action to carry out the mission of the school district.

## ARTICLE 5 – WORKDAYS

A. SCHOOL CALENDAR

1. The school calendar for teachers shall not exceed one hundred eighty-four (184) days. Within said one hundred eighty-four (184) days, one hundred eighty (180) days shall be scheduled with students in session.

2. The first and last scheduled teacher workdays will be a total of six (6) continuous hours with no break scheduled.

3. The Association shall select two (2) teachers from the high school and two (2) teachers from the elementary school and two (2) teachers from the middle school to meet with the superintendent between January 15 and February 15 for the purpose of developing input on the school calendar. Also, the superintendent will request that OAPSE have two (2) representatives on the Calendar Committee. The superintendent shall be advised in writing by the president of the BEA no later than January 2 as to the names of the teachers to serve on the committee, and of the first requested meeting date. All meetings shall be at mutually agreed times and dates; however, the superintendent has no obligation to meet with the committee after February 15. Attendance at any such meeting scheduled after the workday shall be strictly voluntary and shall not be subject to compensation.

4. The final decision of the calendar shall rest with the Board of Education. If the calendar must be adjusted for any reason, at the discretion of the superintendent, this committee will be consulted and made a part of the calendar revision plan.

B. SCHOOL DAYS/SCHOOL YEAR

1. The length of the teacher workday will be seven (7) hours and fifteen (15) minutes, including a thirty (30) minute lunch period.

2. The length of the teacher work year shall be one hundred eighty-four (184) days.

3. Neither the teacher workday nor the teacher school year will be increased or diminished during the term of this contract. Provided, however, that should state law or standards require an increase in either, the parties shall meet for the purpose of negotiating the same and any other changes in wages, hours, and other conditions and terms of employment necessitated by the same. The instructional day shall be delayed two (2) hours on either the last day of each grade period or the first day of the next grade period for grade preparation as mutually agreed between the Association and the Board.

4. The administration will seek to fill non-compensated activities outside the teacher workday by circulating a list of voluntary sign-up, first among staff at the level at which the activity is primarily conducted. In the event the number of volunteers currently used is not forthcoming on a voluntary basis from that level, the list will be circulated among staff at the remaining levels.

5. High School staff members are required to commence their workday 30 minutes early for a maximum of nine (9) days a school year, for the purpose of attending staff meetings. The schedule for these meetings shall be distributed to the staff at the beginning of each school year. Any of these meetings may be cancelled by the Principal/Superintendent at their discretion and provide the staff with as much advance notice of the cancellation as reasonably possible. Time attended by said staff members at actual meetings held shall be deducted from said high school staff's required hours of attendance and on "check out day". The limitations and requirements of this section shall not be applicable to emergency meetings.

C. EMERGENCY CLOSING OF SCHOOLS

1. Employees are to be excused from duty when all schools in the district are closed due to calamity.

2. Notwithstanding the provisions for calamity enacted by the legislature, if the number of days closed due to calamity would result in not meeting state minimum requirements or a reduction in state funding to the district, employees shall work the necessary make-up days at no additional compensation. Any calamity days missed beyond 10 may be required to be made up.

## ARTICLE 6 - STAFFING

A. EVALUATION OF PROFESSIONAL STAFF

Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators, which will consist of District administrators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with RC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

Counselor Evaluations shall be pursuant to HB64 in compliance with state law.
All evaluation forms will be found on the OTES website.

B. TEACHERS' CONTRACTS

1. Teachers who are not eligible to be considered for continuing contract status and who are recommended by the superintendent for employment or re-employment and who are subsequently employed or re-employed by the Board of Education, shall receive contracts under the following guidelines:

   Step 1 Limited contract for one (1) year or the remaining portion of the school year if said school year is in progress when the contract is awarded.

   Step 2 Limited contract for one (1) year

   Step 3 Limited contract for one (1) year

   Step 4 Limited contract for two (2 years

   Step 5 Limited contract for three (3) years

   Step 6 Limited contract for five (5) years

   Step 7 Subsequent five (5) year contracts until eligibility for consideration for continuing contract status has been attained.

2. Exceptions to this procedure shall be that, upon the recommendation of the superintendent, a one-year limited contract may be awarded at the expiration of any limited contract step set forth herein and prior to proceeding to the next step involving award of a limited contract.

   When a teacher employed under a limited contract becomes eligible to be considered for recommendation for continuing contract status, said teacher may upon recommendation of the superintendent be re-employed on a limited contract not to exceed two years, with subsequent re-employment contract, if offered, to be only a continuing contract.

Continuing contract status shall be considered at the October and April Board meetings for those teachers who have filed with the treasurer no less than fourteen (14) days prior to meeting the necessary documentation of certification/licensure and requested in writing to be so considered. The Board may grant or deny continuing contract status at any time. If denied, the teacher shall continue employment under the existing limited contract.

3. a. An employee new to the district but who has prior educational experience may, upon the recommendation of the superintendent, be awarded an initial limited contract for one (1) to five (5) years with subsequent contracts to be considered as per the steps outlined in Section (A) and (B) herein, unless the teacher has reached continuing contract status elsewhere in which case said teacher may, upon recommendation of the superintendent, be placed upon a limited contract for up to two (2) years or may be placed on a continuing contract at the time of employment or at any time during the aforementioned two year period.

   b. Teachers who are employed under federal or special grant funding are exempted from this provision until such time as they would otherwise be entitled to consideration for a continuing contract, at which time they will be given the same consideration as any other teacher in this district.

4. Termination of a teacher's contract shall follow ORC 3319.16 and ORC 3319.161 according to the following provisions:

   a. The contract of any teacher employed by the Board of Education of any city, exempted village, local, county, or joint vocations school district may not be terminated except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board of Education; or for other good and just cause. Before terminating any contract, the employing Board shall furnish the teacher a written notice signed by its treasurer of its intention to consider the termination of this contract with full specification of the grounds for such consideration. The Board shall not proceed with formal action to terminate the contract until after the tenth day after receipt of the notice from the treasurer of the Board. The teacher may file with the treasurer a written demand for a hearing before the Board, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written demand and the treasurer shall give the teacher at least twenty (20) days' notice in writing of the time and the place of the hearing. No hearing shall be held during the summer vacation without the teacher's consent. The hearing shall be private unless the teacher requests a public hearing. It shall be conducted by a majority of the members of the Board and shall be confined to the grounds given for the termination. The Board shall provide for a complete stenographic record of the proceedings, a copy of the record to be furnished to the teacher. The Board may suspend a teacher pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants such an action.

b. Both parties may be present at such hearings, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and require the presence of witnesses on their behalf upon subpoena to be issued by the treasurer of the Board. In case of failure of any person to comply with a subpoena, a judge of the court of common pleas of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt. Any member of the Board may administer the oath to witnesses. After a hearing by the Board, the Board by majority vote may enter its determination upon its minutes. Any order of termination of a contract shall state the grounds for termination. If the decision, after hearing, is against termination of the contract, the charges and the record of the hearing shall be physically expunged from minutes and, if the teacher has suffered any loss of salary by reason of being suspended, he/she shall be paid his/her full salary for the period of such suspension.

c. Any teacher affected by an order of termination of contract may appeal to the Court of Common Pleas of the county in which the school is located within thirty (30) days after receipt of notice of the entry of such order. The appeal shall be an original action in the court and shall be commenced by the filing of a complaint against the Board, in which complaint the facts shall be alleged upon which the teacher relies for reversal or modification of such order of termination of contract. Upon service or waiver of summons in that appeal, the Board immediately shall transmit to the Clerk of Courts a certified copy of the minutes of the Board into which the termination finding was entered, and a certified transcript of all evidence adduced at the hearing or hearings before the Board, whereupon the cause shall be at issue without further pleading and shall be advanced and hearing without delay. The court shall examine the transcript and record of the hearing and shall hold such additional hearings as it considers advisable, at which it may consider other evidence in addition to the transcript and record.

d. Upon final hearing, the court shall grant or deny the relief prayed for in the complaint as may be proper in accordance with the evidence adduced in the hearing. Such an action is a special proceeding and either the teacher or the Board may appeal from the decision of the Court of Common Pleas pursuant to the Rules of Appellate Procedure and, to the extent not to conflict with those rules, Chapter 2505 of the Revised Code.

e. In any court action, the Board may utilize the services of the prosecuting attorney, village solicitor, city director or law, or other chief legal officer of the municipal corporation as authorized by Section 3313.35 of the Revised Code or may employ other legal counsel.

5. <u>Non-Renewals of Limited Contracts</u>

a. Nonrenewal of a limited contract of any teacher who has been employed within the district for three (3) years or less shall be in accordance with the provisions of Section 3319.11 of the Ohio Revised Code.

b. A teacher who has been employed within the district for more than three (3) years, and whom the superintendent intends to recommend to the Board for nonrenewal of a limited contract shall be eligible for the following procedures.

i. The superintendent shall, prior to the April Board meeting when contracts will be discussed, deliver or cause to be delivered to the teacher a written notification of his/her intent to recommend to the Board of Education that the teacher not be re-employed at the termination of the limited contract. Reasons for the recommendation to non-renew need not be stated in the notification.

ii. Written reasons for the recommendation to non-renew shall be made available to the affected teacher within three (3) working day upon his/her written request, filed with the superintendent.

iii. In the event the teacher desires a hearing before the Board of Education, he or she shall deliver or cause to be delivered a request for the same to the superintendent within five (5) working days of receipt of the superintendent's written reasons for the recommendation to non-renew.

iv. A hearing date shall be convened by the president of the Board of Education within ten (10) working days after the receipt of the teacher's request for the hearing. The treasurer shall notify the teacher, in writing, of the date.

v. Unless otherwise requested, the hearing shall be of a private nature and shall be conducted in executive session of the Board.

vi. The teacher and the Board shall have the right to be represented at the hearing.

vii. Appeal of the Board's decision through the grievance process shall commence at Step Four.

- The provisions of this paragraph (E) shall not apply to a teacher who voluntarily leaves employment with the district for more than two (2) years, until the teacher has been re-employed with the district for an additional three (3) years.

C. <u>TEACHER REPLACEMENT</u>

1. In the event that regular or special teachers, i.e. classroom, physical education, music and art teachers, are absent, the administration shall make every reasonable effort to secure a substitute teacher.

2. If a teacher is requested by the principal to cover another teacher's class during his/her planning period, his/her class period or study hall, he/she shall be compensated as follows:

3. a. Fifteen (15) minutes or less $ 4.00
   b. Sixteen (16) to thirty (30) minutes $ 8.00
   c. Thirty-one (31) to fifty-five (55) minutes $12.00
   d. Forty-six (46) to sixty (60) minutes $16.00

4. Staff members will receive only one (1) increment. It is understood that this policy shall not apply to reduction to staff due to financial conditions.

5. When a special teacher is assigned to work anywhere for the district, he shall not be considered absent for the purpose of this section.

6. When classroom teachers are to be asked to fill in for an absent teacher, the building administrator(s) will make a reasonable effort(s) to utilize all the teachers equally who have indicated their willingness to cover other classes during their planning periods.

7. If a teacher will be absent for an extended period (consecutive days), it is understood that the administration will utilize the same teacher (one with a planning period) each day to instruct the absent teacher's class during the absence.

D. TRANSFERS AND ASSIGNMENT OF PROFESSIONAL STAFF VACANCIES

The prime consideration in the assignment of professional personnel shall be the needs of the students and the instructional program. It is recognized, however, that faculty satisfaction with assignments may have a significant impact on the morale of the professional staff and the effectiveness of the total education program. It shall be agreed that certified/licensed staff personnel shall be assigned on the basis of their qualifications (which shall include teaching experience in the area of assignment), the needs of the district, and the expressed desire of the staff member. When it is not possible to meet all conditions, such personnel shall be assigned first in accordance with the needs of the district as interpreted by the administration and secondly, according to the preference of the staff member. Qualified current employees shall be offered the vacant position, if it is to be filled, before any outside applicant may be hired for the position.

Teachers under contract for the upcoming school year will be notified in writing of their teaching assignments for the next school year prior to the departure for the summer. Such notice shall include the building assignment. Changes in any assignment will result in notification of the staff member in writing.

1. Request for Transfer

   a. Certified/licensed staff members desiring to transfer to another building, department area, or teaching assignment, shall file a written request with their immediate supervisor, as appropriate. Said request shall be submitted by March 1, in order to receive consideration for the next ensuing school year.

   b. The request for transfer will be considered by the appropriate administrative staff member, including the superintendent or his/her designee, the principal of the

building to which the teacher is currently assigned, and the principal of the building to which the transfer has been requested.

c. In filling vacancies by a voluntary transfer request, the superintendent shall assign teachers to positions based on the best interests of the district students. In assigning, reassigning, or transferring a teacher, the superintendent shall not use seniority or continuing contract status as the primary factor in determining the teacher's assignment.

A teacher requesting a transfer may be given the opportunity to discuss the request with the building principals involved, supervisors, coordinators and, where appropriate, the superintendent.

d. The administration will notify the staff member of any action taken on the request for transfer by July 15. Notification of a teaching assignment inconsistent with the request shall be deemed compliance with this provision. Nothing herein shall prevent the administration from making the transfer after July 15.

e. The final decision relative to transfer requests shall rest with the superintendent and/or designee, taking into consideration the overall needs of the school district.

2. Transfers Without Request

a. In making transfers without request, the desires of the staff member shall be considered to the extent they do not conflict with the instructional requirements or needs of the district. The principals and building staffs shall meet to see if anyone within the building would be willing to transfer to another building assignment. This will be done prior to the end of the school year. The superintendent shall assign teachers to positions based on the best interests of the district students. In assigning, reassigning, or transferring a teacher, voluntarily or involuntarily, the superintendent shall not use seniority or continuing contract status as the primary factor in determining the teacher's assignment.

b. Nothing contained in this Article shall limit or abridge the authority of the superintendent to assign and/or transfer certified/licensed staff within the district or the authority of a principal to assign classes and courses to certified/licensed staff members under his/her supervision.

c. Transfers made other than at the request of the staff member will be made only after the staff member's present principal or superintendent has conferred with the staff member concerning the basis for the transfer. After the conference, the staff member shall be given three (3) days' notice if the transfer is to be carried out.

3. Employees with twenty-five (25) years or more of continuous district seniority shall not be involuntarily transferred unless failure to do so would result in a reduction in force.

4. If a teacher is transferred to another building and an opening occurs in the building in which the teacher was formerly assigned prior to the start of school, the teacher will be informed of the opening and shall have the option of returning to the former building of assignment.

E. Vacancies

1. For the purpose of this Article, a vacancy shall be defined as the opening of an instructional position within the district due to the resignation, retirement or death of a previously employed certified/licensed staff member, and newly created positions within the bargaining unit.

2. Notice of a vacancy shall be published on the faculty bulletin board in each building within the school district and in the superintendent's office.

3. The Board shall publish vacancies as follows:
   a. For ten (10) days, for vacancies occurring between September 1 & June 1
   b. For seven (7) days for vacancies occurring between June 1 and August 1
   c. For five (5) days, for vacancies between August 1 and August 10.

4. No publishing will be required for vacancies occurring between August 10 and September 1.

5. For vacancies occurring between June 1 and August 10, an additional notice shall be emailed to the bargaining unit members at an email address provided by the member. If no email address is provided, the posting will be sent to the school supplied email address. However, notwithstanding this provision, the date of posting shall control the time limits set forth in this article.

6. During the first week of February, building administration will present to those who presently hold the supplemental position (except for those holding a supplemental position during the spring season and all non-athletic supplemental positions) a form for them to complete to indicate whether they want to keep their supplemental contract for another year. All forms must be returned by the second Friday of February. Bargaining unit members who hold a supplemental position(s) during the spring season or those bargaining unit members who hold non-athletic supplemental positions will be given the form no later than May 15th. Bargaining unit members who hold the spring supplemental position(s) or non-athletic supplemental positions must return this form to the building administrator by the last Friday in May. Failure to return this form will put the position up for bid at the appropriate time.
   (Form in Appendix)

   With respect to supplemental contracts, the Board shall post all vacancies in said positions as of the second Friday in March, through the close of the business day on the second Friday in April. If vacancies occur outside this period they will be posted in accordance with C.3. Timelines can be waived if it causes undue hardship for the supplemental activity. Waivers must be agreed to by the Association and Administration.

   A checklist will be utilized to review the performance of the Supplemental Contract (Form in Appendix).

7. During the publishing period as set forth in this Article, the Board shall take no formal action to fill the vacancy, other than on an interim basis.

8. A previously filed request for voluntary transfer under Section A of this Article shall not relieve a certified/licensed staff member interested in filling the position created by the vacancy from filing a written application to do so within the applicable publishing period.

9. Unless otherwise specifically stated herein, all references to "days" in this Article shall mean calendar days.

10. Notwithstanding anything contained in this Article or contract to the contrary, should a vacancy occur during any particular school year, the Superintendent shall have the option of not filling that vacancy, if it is to be filled at all, until the commencement of the next following school semester.

F. REDUCTION IN FORCE

In making any such reduction, the school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

If the Board determines it necessary to reduce the number of teaching positions under ORC 3319.17, the following procedures shall apply:

1. Reductions shall be made by suspending contracts based upon the superintendent's recommendation. The superintendent will notify the BEA president in writing as well as the affected staff member(s) sixty (60) calendar days prior to the effective date of the contract suspension. In the event of comparable evaluations then the following procedures shall apply.

   Those contracts to be suspended will be chosen as follows:

   a. All certified/licensed staff members will be placed on a seniority list for each teaching field for which they are properly certified/licensed. Teachers serving under continuing contracts, or who have met the requirements for a continuing contract will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

   b. Seniority will be defined as the length of continuous service as a certified/licensed employee in the district.
      i. Board approved leaves of absences will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
      ii. If two or more teachers have the same length of continuous service, seniority will be determined by:

          - the date of the Board meeting at which the teacher was hired, and then,

- by the date that the teacher signed the original contract.

If no dates appear in item a) and a number of employees have the same date of hire, those who failed to date their original contract will become the person of least seniority.

If more than one person is involved because of lack of dates, a lottery system will be utilized to determine seniority.

c. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure provided he/she is properly certified/licensed in that area. Said displaced teacher may elect to displace another teacher on the same basis, and so on. Any such election must be at the time the teacher is notified he/she will be affected.

2. Rights of Recall

a. In the recall of any bargaining unit member whose contract was suspended in a reduction in force, any city, exempted village or joint vocational school board shall proceed to recall contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

b. Teachers' contracts suspended pursuant to this article shall be subject to recall for a period of three (3) years following the effective date of suspension until the Board of Education offers a position.

c. No new teacher will be employed as long as there is a teacher on the recall list who is certified/licensed for the vacancy.

d. In the event of comparable evaluations then the following procedures shall apply: Recall shall be in order of seniority of tenured teacher first by certification(s)/license(s) followed in order of seniority on non-tenured teachers by certification(s)/license(s). In order to be recalled under this provision the teacher must meet the minimum certificate(s)/license(s) as required by the Ohio Department of Education. If a teacher on the recall list acquires additional areas of certification/licensure while on the recall list, such teacher shall be eligible for recall to a position in this new area of certification/licensure, provided that he/she notifies the Superintendent of the new certificate/license in writing. Upon request the teacher may be required to provide a copy for his/her personnel record file.

e. When recall of a teacher is in order pursuant to this article, the superintendent shall send a certified letter to all teachers on the recall list who are certified/licensed for the position available. Said letter shall be sent to the last address provided to the superintendent in writing by the teacher for such purpose. In the event a vacancy for which a recall is in order pursuant to this article occurs between August 1 and August 31, then the superintendent shall also send a certified letter to the BEA president at the last address provided to the superintendent in writing for such purpose.

f. The teacher subject to recall must respond in writing delivered to the office of the superintendent within fifteen (15) days of mailing of said letter or be removed from the recall list. Provided, however, that in the event of a vacancy subject to recall pursuant to this article occurring between August 1 and August 31, then the teacher must respond in writing delivered to the office of the superintendent within seven (7) days of mailing of said letter or be removed from the recall list.

g. The position shall be awarded to the teacher responding who qualified pursuant to this article. Upon acceptance of the notice to resume active employment status, the staff member will return with the same seniority at the time they were put on reduction in force.

h. If an eligible teacher rejects the position, his/her name shall be removed from the recall list.

i. It shall be the obligation of the teacher to notify the superintendent of changes in his/her certification(s)/license(s).

3. This procedure shall apply only to the suspension of contracts under ORC 3319.17. This procedure shall not require the Board of Education to fill any vacancy, nor shall it interfere with or limit any other lawful personnel procedure in the district.

4. If any particular language in this Article conflicts with statute, the statute takes precedence over that specific language.

G. <u>COMPLAINT AGAINST STAFF PROCEDURE</u>

1. No staff member shall be called to a meeting to address any anonymous complaint, but the staff member may be informed of the same.

2. No complaint will be placed in the main personnel file of a certified/licensed staff member unless:

a. The allegation is in writing and is signed by the complainant.
b. A conference was held including the complainant, the certified/licensed staff member, a representative of the staff member's choosing and the principal or immediate supervisor of the certified/licensed staff member. The administration shall make a finding if the allegations contained in the

complaint are true and accurate, after undertaking an investigation if it deems necessary.

c. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the certified/licensed staff member. Said findings and resolution, if any, shall be attached to the complaint.

3. The administration may commence an investigation as to the authenticity of any information related to the complaint within seven (7) days of receipt of the complaint. Thereafter, the administration shall notify the teacher as to the results of the investigation within seven (7) days of its conclusion. The entire investigative process shall not exceed a total of thirty (30) days unless cause for an extension is explained to the teacher and to the complainant but shall not exceed an additional fifteen (15) days unless mutually agreed upon

H. PROFESSIONAL PERSONNEL RECORDS

1. The certified/licensed staff member's main personnel file shall be located in the office of the superintendent. The main file shall be the official file of recorded information of certified/licensed staff members maintained by the administration. Review of staff member(s) personnel file is restricted to Administrative Staff, Central Office Personnel, or legal counsel. If others request to see the file, the following procedures will be utilized:

a. The staff member shall be notified by the superintendent or designees that a request has been made to review the file. If requested, the name of the person making the request will be given to the staff member.

b. The review will take place after 24 hours of the request. Workdays will be used to calculate the 24 hours.

c. The superintendent or representative may be present during this review.

d. The request will be honored during normal business hours.

2. Provided, however, that nothing in this Article shall preclude an administrator from maintaining a separate file for his/her use in the day to day administration of his/her building, supervision and evaluation of personnel.

3. Provided further, however, that nothing in this Article shall preclude the treasurer from maintaining a separate financial file on a certified/licensed staff member.

4. Upon request within a reasonable period of time, a certified/licensed staff member may inspect information in his/her file, except for confidential pre-employment records and recommendations. Normally, such request will be honored the same day it is made.

5. The staff member shall be entitled to a copy, at the staff member's expense, of any material in his/her file which he/she is entitled to inspect hereunder.

The following material may become a part of the staff member's personnel file as a result of the evaluation process:

a. Narrative appraisal reports;
b. Recommendations;
c. Letters of recommendation or reprimand to the staff member;
d. Supervisor's report of staff evaluation;
e. Any other item determined appropriate by the appraiser but with full knowledge of the staff member in reference;
f. Any written response of the staff member as provided in the evaluation process.

6. Any dispute by a certified/licensed staff member as to the accuracy, relevance, timeliness, or completeness of reviewable material in his/her personnel file or the deletion of information which cannot be verified or is found to be inaccurate shall be exclusively governed by ORC 1347.09.

7. In the absence of the superintendent from the district, as used herein, the term "superintendent" shall include that person who, pursuant to the organizational structure of the administration, is acting in place of the superintendent.

8. All materials placed in the personnel file shall be marked as to the date of placement.

9. No anonymous material will be placed in the personnel file.

10. The staff member shall have the right to examine any reviewable material that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the material.

11. The signing of the material does not indicate that the staff member agrees with the content of the same. Further, the staff member shall have the right to respond in writing to any material that is to be placed in the file within seven (7) days of its placement. Said response shall be attached to and shall become a part of the material placed in the file. The response shall be included should distribution of the material be made.

12. Provided, however, that documents or other information which the staff member has requested to be forwarded to the district (e.g. certification/licensure) may be placed in the file without prior notification to the staff member.

## I. REHIRE OF RETIREES

1. The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system and may be issued a one-year limited contract which shall automatically expire. No notice of nonrenewal is required. If such individuals are hired/rehired, the following terms and conditions shall govern:

a. A retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.

b. The bargaining team member must provide the Board with notice of his/her potential intent to retire (see Notice of Potential Retirement in Appendix A) under this provision no later than March 15th. The Board will provide notification of the intent to rehire to the employee no later than April 30th.

c. Subject to these provisions, a retired/rehired teacher is part of the bargaining unit and subject to the provisions of the Master Agreement.

d. The retired bargaining unit member shall be paid at Step Five (5) at the employee's level of education on the salary schedule. The Retiree will not benefit from the longevity steps on the salary schedule. Retired bargaining unit members who receive extended service days shall have such days paid at this same salary.

e. The Board will make every effort to place the retired bargaining unit member in the position and assignment that was held immediately prior to retirement.

f. The provisions of Article 6 – Evaluation of Professional Staff, shall not apply.

g. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board.

h. A Retiree shall accumulate and use sick leave and personal leave in accordance with Article 10 Leaves of the Agreement but is not entitled to severance pay under Article 8 –Payroll of this Agreement or under law upon the conclusion of employment as a Retiree.

i. A Retiree shall be entitled to participate in the insurance benefits provided to bargaining unit members under Article 9 of this Agreement. It is understood that bargaining unit members who participate in this retire/rehire program shall not experience any lapse in the coverage(s) listed in this item between the date of retirement and the date of the rehire of the retired bargaining unit member.

j. A Retiree shall not have any seniority in the bargaining unit.

k. A Retiree is eligible for a supplemental contract at the discretion of the Superintendent.

l. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Sections 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, 3319.141 and 3319.17, and all other applicable laws.

See Appendix B for Notice of Potential Retirement form.

## ARTICLE 7– COMPENSATION

A. BASE SALARY

Training columns will be reinstated.

1. Effective with the 2026-2027 school year, the base salary will be increased by five percent (5%) and all BEA members who have earned a step on the salary schedule will be advanced one (1) step and $2500 signing bonus
2. Effective with the 2027-2028 school year, the base salary will be increased by four percent (4%) and all BEA members who have earned a step on the salary schedule will be advanced one (1) step.
3. Effective with the 2028-2029 school year, the base salary will be increased by three percent (3%) and all BEA members who have earned a step on the salary schedule will be advanced one (1) step.

SALARY INDEX

| YRS | N.D. | BA | BA+30 | MA | MA+15 |
|---|---|---|---|---|---|
| 0 | .865 | 1.000 | 1.050 | 1.105 | 1.160 |
| 1 | .900 | 1.045 | 1.100 | 1.160 | 1.220 |
| 2 | .935 | 1.090 | 1.150 | 1.215 | 1.280 |
| 3 | .970 | 1.135 | 1.200 | 1.270 | 1.340 |
| 4 | 1.005 | 1.180 | 1.250 | 1.325 | 1.400 |
| 5 | 1.040 | 1.225 | 1.300 | 1.380 | 1.460 |
| 6 | 1.076 | 1.270 | 1.350 | 1.435 | 1.520 |
| 7 | 1.110 | 1.315 | 1.400 | 1.490 | 1.580 |
| 8 | | 1.360 | 1.450 | 1.545 | 1.640 |
| 9 | | 1.405 | 1.500 | 1.600 | 1.700 |
| 10 | | 1.450 | 1.550 | 1.655 | 1.760 |
| 11 | | 1.495 | 1.600 | 1.710 | 1.820 |
| 12 | | 1.540 | 1.650 | 1.765 | 1.880 |
| 13 | | | 1.700 | 1.820 | 1.940 |
| 14 | | | | 1.875 | 2.000 |
| 15 | | | | | 2.060 |
| 19 | add $600 | add $600 | add $600 | add $600 | add $600 |
| 23 | add $1,300 | add $1,300 | add $1,300 | add $1,300 | add $1,300 |
| 27 | add $2,100 | add $2,100 | add $2,100 | add $2,100 | add $2,100 |
| 30 | add $3,000 | add $3,000 | add $3,000 | add $3,000 | add $3,000 |

See Appendix E for Salary Scale.

B. SUPPLEMENTAL CONTRACTS

1. Salaries for the following supplemental contracts shall be hereinafter computed as a percentage of the base salary for the district. There will be an established index to compute supplemental salaries. The index will be based on continuous years of service. The index is as follows:

| YEARS OF SERVICE | INDEX |
|---|---|
| 0 through 5 year | 1.00% |
| 6 through 10 year | 1.050% |
| 11 through 15 year | 1.160% |
| 15 year+ | 1.200% |

The index is based only on experience in the Bellaire Local School District.

2. The percentage will remain constant in the future, but the supplemental salary will be re-computed in accordance with any change in the base salary for the district. Placement on the schedule for percentage purposes for positions not on the following list shall be in the discretion of the Board of Education. The salaries are to be negotiated if the position is either created or filled by the Board.

3. In the event the person presently holding the position of Athletic Trainer should be replaced by the Board of Education, said replacement shall be compensated at a percentage rate on the supplemental salary schedule of not less than ten percent (10%) and not more than twenty-four percent (24%), the percentage between said ranges to be determined in the sole discretion of the Board of Education.

4. Supplemental contract positions will be posted in accordance with Article 6.

5. Present staff members will be given first consideration if qualified to carry out the duties as required by the position and can work in a compatible relationship with other staff members.

6. The Board is not required to maintain any position on the supplemental salary schedule. In the event any supplemental contract position has been held by any non-bargaining unit member for three or more consecutive years, and that person wishes to continue in that position, and the Board wishes that person to continue in that position, though anyone may apply for that position, the employee presently employed in that position shall have priority for continued employment in that position, unless the Superintendent recommends otherwise.

7. Article7 supplemental contract positions will be posted in accordance with Article 6. Notwithstanding any provision of law or contracts to the contrary, evaluation of non-renewal shall not be required for supplemental contracts. Rather, employment in a supplemental position shall terminate automatically at the expiration of the contract, and the contract shall be deemed non-renewed.

See Appendix F for Supplemental Salary Scales.

## ARTICLE 8 –PAYROLL

A. PAY PERIODS

All certified/licensed employees shall be paid every other Friday for a total of twenty-six (26) or twenty-seven (27) pays per year.

On those occasions when the pay falls on or during a holiday, the employee shall be paid on the last workday preceding the holiday when feasible.

B. PAYROLL DEDUCTIONS

1. All certified/licensed staff shall have until the end of the third school week following the opening of school to notify the treasurer of his/her request for payroll deductions. The treasurer reserves the right to recalculate the deduction after the first two pay periods in order to standardize and equalize deductions for the remainder of the year.

2. Authorization for such deductions shall be for the current year and continue in effect until such time as it is revoked by the certified/licensed staff member in writing. Revocation shall take effect at the end of the pay period following the date in which the written request for revocation is received by the treasurer.

3. The following payroll deductions will be made by the treasurer at the written request of the staff member.

    a. BEA/OEA/NEA Dues
    b. Credit Union
    c. Life Insurance
    d. Income Protection Insurance
    e. Tax Deferred Annuities
    f. Health Insurance
    g. Federal, State and Local Taxes
    h. Retirement (S.T.R.S.)

4. Item 5 – (Tax Deferred Annuities) will be:

    a. Limited to the present number of companies now being utilized by staff.

    b. There must be a minimum of five (5) participants for new companies to be added. If the number drops below five after sign up the company will remain active until no one belongs to the group.

    c. Payment to certified/licensed staff members under the teacher replacement article will be accumulated and paid by separate check semi-annually in the months of January and June.

    d. The Bellaire Education Association agrees to indemnify and save harmless the Board of Education from any and all claims that may arise out of or by reason of action taken by the Board of Education or its agents in reliance

upon records submitted to the Board of Education or its agents by the Bellaire Education Association or its individual members.

e. Payroll deductions for annuity programs throughout the school district will be made twice a month to the individual companies (agents) in which the certified/licensed staff member is a participant. It is expressly understood and agreed that the Board, and any of its agents or employees, is relieved from liability as to the application and use of the deductions once the same have been forwarded by the treasurer to the company in accordance with the salary reduction agreement submitted to the treasurer by the employee.

f. The treasurer shall implement a procedure whereby the contributions of the certified/licensed staff to S.T.R.S. shall be picked up by the Board through the salary reduction/salary restatement method, as the same is approved by S.T.R.S. and I.R.S.

C. CREDIT UNION

The Bellaire Education Association will become associated with the First Choice America Federal Credit Union and the treasurer of the Board of Education will make proper payroll deductions for those members who join the credit union.

D. SEVERANCE PAY

1. All certified/licensed employees hired prior to 7/1/2012 will be grandfathered under this provision and upon official notification from the State Teachers Retirement System will receive thirty-five (35%) percent of all accumulated unused sick leave at their daily rate of pay being capped at 285.

2. All certified/licensed employees hired after 7/1/2012, upon official notification from the State Teachers Retirement System will receive twenty-five (25%) percent of all accumulated unused sick leave at their daily rate of pay being capped at 285 days. Said payment shall be made in one (1) sum payable on the date of his/her retirement as officially approved by S.T.R.S. and a copy of the first retirement check is received by the treasurer.

3. For the purpose of sick leave calculation for severance purposes only, the months worked in the retirees final year will be multiplied by 1.50 sick days, instead of 1.25 days. The difference will be added to the retiree's sick leave balance before the severance payment is calculated. The provision allows the sick leave normally accumulated in July and August to be added to the sick leave balance.

Example:

Teacher 1 completes contract to retire effective June 1
10 months x 1.25 days = 12.50 days
10 months x 1.50 days = 15.00 days
2.50 days due

Teacher 2 decided to retire January 1 – worked September through December
4 months x 1.25 days = 5.00 days
4 months x 1.50 days = 6.00 days
1.0 day due

## ARTICLE 9 – BENEFITS

A. MEDICAL AND MAJOR MEDICAL AND HOSPITALIZATION INSURANCE

The Association accepts the Board sponsored PPO benefit package as presented during the Negotiations. The Insurance Committee will continue to perform its function as described in Article 9.

1. General Conditions

a. All employees who wish coverage under any option listed herein must comply with enrollment and eligibility requirements of the company or organization offering the adopted plan.

b. The Board of Education shall pay 85% of the single and family premium for the current health insurance plan or its equivalent.

c. Said premium will be paid for only one member per family.

d. Any employee who waives coverage shall be entitled to a stipend of $1,200.00. Payment will be made during the next enrollment period and may be prorated accordingly.

e. There shall be a joint health care committee with equal school district and association membership. The committee shall jointly investigate possibilities for medical insurance premium reductions. Any changes in the present health care are only to be by mutual agreement.

f. For employees hired after July 1, 2026 spouses are ineligible for district medical coverage if the spouse's employer offers medical coverage. Staff hired before this date are exempt from the spousal exclusion. *Notwithstanding any other provision, an employee, with an initial district employment date prior to July 1, 2026, who retires and immediately resumes employment with the Bellaire Local School District, remains eligible for district spousal health insurance coverage, regardless of access to other coverage; all other plan terms apply.

*All information is posted on the school website under Staff Links, Wellness Navigator, Benefits.

B. DENTAL INSURANCE

A group dental insurance plan will be implemented for full-time certified/licensed personnel, the specifications of which are attached.

One hundred percent (100%) of the premium of said dental plan will be paid by the Board of Education.

Full-time employee classification for purposes of this plan shall be any certified/licensed employee who is assigned to regular duty in the school district and whose assignment is considered to be half-time or greater.

Said dental plan premium will be paid for only one member per family.

*All information is posted on the school website under Staff Links, Wellness Navigator, Benefits.

C. VISION INSURANCE

1. A group vision plan, through a carrier selected by the Board, shall be implemented for all full-time certified/licensed personnel and their families.

2. One hundred percent (100%) of the premium for the plan will be paid by the Board of Education.

3. Said vision plan premium will be paid for only one (1) member per family.

*All information is posted on the school website under Staff Links, Wellness Navigator, Benefits.

D. LIFE INSURANCE

A $50,000.00 term life insurance policy is to be taken out on all full-time certified/licensed personnel and paid by the Bellaire Board of Education.

## ARTICLE 10 – LEAVE

A. SICK LEAVE

1. Sick leave credit shall accumulate at the rate of one and one fourth (1 ¼) days per month and at the maximum of fifteen (15) days per year.

2. Each certified/licensed personnel's maximum accumulation shall be two hundred ninety (290) days.

3. Each certified/licensed personnel shall be granted an advance of five (5) days of sick leave each year as per state law and ORC.

4. Any certified/licensed personnel transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave, to the maximum allowed by this agreement, upon verification of such accumulation.

5. All certified/licensed personnel may, upon approval of the responsible administration office, use sick leave for reasonable absences due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Misuse of sick leave shall be subject to disciplinary action.

6. For the purpose of this policy, immediate family shall be limited to: spouse, children (natural or adopted, foster child or ward place in the employee's home by the court), parent, brother or sister, father and mother-in-law, grandparent, grandchild, or any other person living in the employee's household and who qualified as a dependent on the employee's Federal Income Tax return for the current or immediately preceding calendar year.

7. Three (3) days of sick leave shall be granted for the death of any other relative.

8. Employees using sick leave for personal illness or injury for four (4) or more consecutive days will be required to present a medical slip verifying illness or injury from licensed medical professional. If employees use sick leave for more than four (4) days consecutively for illness in the immediate family, documentation that they employee needs to be home will be required.

9. As a guideline, pregnant employees are entitled to six (6) weeks of sick leave prior to or following delivery of a baby. Further use of sick leave will be approved with a written request from the attending physician. The same guidelines will apply to the adopting of any infant under one (1) year of age. If both parents are employed by the Board only one may qualify under this article.

10. Completion of the appropriate sick leave form shall be the responsibility of the employee. Failure to complete the sick leave form within five (5) working days will result in the loss of wages for the sick days taken, but no sick leave will be deducted from the employee's sick leave accumulation.

11. Immediate family shall include grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, or any other person who, because of relationship to the employee, shall be determined by the Superintendent to be members of the employee's immediate family.

*See the school website under Staff Links, Employee Kiosk for Sick Leave form.

B. SICK LEAVE DONATION

1. When in the judgment of a bargaining unit member's physician he/she will exhaust all of his/her accumulated sick and personal leave for the remainder of the school year due to illness or injury of the bargaining unit member or immediate family as listed above, and additional days are needed, then he/she may request through the Association that additional days be transferred into his/her leave account. The bargaining unit member shall be required to submit a letter/report to the Sick Leave Donation Committee from his/her medical car provider (doctor, mental health professional, etc.) to verify the bargaining unit member's catastrophic illness or injury. The committee established in paragraph "f", shall establish an internal policy to administer such a transfer. When such a situation arises and a request has been made the Association President or his/her designee will issue a request for donation of sick leave from members of the bargaining unit. The request from the President or his/her designee will have the following information:

a. Name of the employee requesting the leave.
b. Number of years employed in the school district.
c. Name of building(s) in which the employee works.
d. Number of days needed.
e. Reason for the need.

2. Requests must be made prior to the pay period when the need for days is anticipated. Once the request for donations is issued, bargaining unit members may submit donations for ten (10) working days.

3. As donation forms are returned to the Association President or his/her designee they will be dated, copied and the originals will be sent to the district treasurer. The district treasurer will deduct the number of the donated days from the donating member and transfer those days to the bargaining unit member requesting the days. The days donated will be deducted in the order as the donation forms are received. If there are more days donated than are needed, those days will not be deducted or transferred, and both the members and the Association President will be notified.

4. Should the need arise for additional days beyond the initial request or enough days are not donated to cover the initial request, the member may request a second posting for the request of donated days which would need the mutual agreement of the superintendent and the Association President. This request shall be made following the same procedures as the initial request. It is the member's responsibility to be aware of the pay periods and when they have exhausted their sick leave. Should the request for donations not be made in a timely manner to allow for the process, the treasurer's office has the authority to not issue pay for those days absent but no leave available.

    a. <u>Additional Limitations:</u>

        i. Donations from a bargaining unit member cannot exceed ten (10) days in each fiscal year.

        ii. Sick leave cannot be transferred if the bargaining unit member has applied for disability retirement.

        iii. The recipient bargaining unit member must exhaust his/her own sick and personal leave days prior to being granted donated days.

        iv. The recipient bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick leave.

        v. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days.

vi. The Sick Leave Donation Committee shall consist of the Bellaire Education Association (BEA) Local President or designee, one member appointed by the BEA, the Superintendent, and one person appointed by the Superintendent. All decisions of the Sick Leave Donation Committee require a majority vote. All decisions are final and not subject to the grievance procedure.

*See Appendix C for Sick Leave Donation Form.

C. PERSONAL LEAVE

1. Each teacher shall be credited with three (3) days of personal leave each school year for personal matters. These will be unrestricted.

2. No more than ten percent (10%) of the classroom teachers assigned to a building shall be absent from their assigned building by reason of personal leave.

3. Request for personal leave shall be on the accompanying form, which must be presented to the employee's immediate supervisor no less than three (3) days prior to the date of leave.

   Requests filed within the three (3) day period shall be denied, unless the supervisor is satisfied, after a full explanation by the employee, that the reason(s) for an untimely request was beyond the control of the employee.

4. Request for personal leave that is denied by the immediate supervisor shall be reviewed by the superintendent or his/her assistant within twenty-four (24) hours, if filed within the timely three-day guidelines.

5. Otherwise, requests for personal leave which are in conformity with this article shall be granted.
6. The employee may carry over one (1) day each year. These days cannot be accumulated. An employee can have no more than four (4) days in any one year.

7. An employee with unused personal leave at the end of the school year may elect to convert the same to sick leave or severance pay credit to the maximum allowed for each pursuant to this agreement. Such election to convert must be filed in writing, with the treasurer on or before the last business day in June, immediately following the close of the school year or the unused leave shall be forfeited.

*See the school website under Staff Links, Employee Kiosk for Personal Leave form.

D. PARENTAL LEAVE

Parental leave is defined as absence from school without pay by a teacher who is pregnant, adopting a child, or is to become a parent by reason of pregnancy of his spouse.

1. A teacher who is pregnant shall be entitled upon request, to a leave of absence, not to exceed one (1) year. Request for leave shall be submitted at least six (6) weeks prior to the anticipated commencement of the leave unless the reasons for an untimely request are beyond the control of the employee. The ending date of such leave shall coincide with the ending of a semester as in the adopted school year.

2. A male teacher will be entitled upon request to a leave of absence, without pay, not to exceed one (1) year. Request for leave shall be submitted at least six (6) weeks prior to the anticipated commencement of the leave unless the reasons for an untimely request are beyond the control of the employee. The ending date of such leave shall coincide with the ending of a semester as in the adopted school calendar.

3. Adoption leave shall be granted upon request to any teacher adopting a child less than six (6) years of age. Such request for adoption leave will be in writing and shall be accompanied by a statement from the court or placement agency as to the anticipated date of the placement of the child with the teacher. Adoption leave shall not be granted for more than one (1) year.

   All leaves mentioned in A, B and C shall be without pay or paid benefits.

4. Early termination of any leave may be granted at the discretion of the superintendent.

5. Where group insurance policies permit, a teacher on parental leave may arrange to continue such coverage through the Board of Education by reimbursing the Board in advance for premium costs during the leave of absence. Failure of the individual to forward premium payments in advance to the Board of Education at the times stipulated by the treasurer will terminate this option.

6. Upon reinstatement, a teacher returning from parental leave shall be reinstated to a position for which he/she is certified/licensed and at the appropriate salary and experience level on the effective salary schedule. Parental leave of absence shall not entitle a teacher to an advancement on the salary schedule for the period of absence except when one hundred twenty (120) working days have been completed within the school year.

No sick leave will accrue during the period of absence due to parental leave.

E. ASSAULT LEAVE

When a certified/licensed staff member employed by the Board of Education is absent due to a physical disability resulting from an assault and suffered in the course of employment, such teacher shall be maintained on full pay status during the period of such absence during the provisions hereinafter set forth.

1. A certified/licensed staff member shall be entitled to a maximum of twenty (20) days of assault leave for each occurrence.

a. Requests for assault leave shall be made in forms prescribed by the Board and signed by the certified/licensed staff member justifying the assault leave. The initial request for assault leave shall be for a maximum of five (5) days.

b. Additional requests for assault leave may be made for periods not exceeding five (5) days, up to the maximum leave allotted herein.

c. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved or continued. Responsibility for securing such a certificate rest with the certified/licensed staff member.

d. The assaulted staff member or a person on his/her behalf shall notify the superintendent of schools, in writing, providing as much detail as possible, within forty-eight (48) hours of the time of the assault. If the assault occurred on other than school property, the assaulted employee shall also notify within forty-eight (48) hours the proper law enforcement officials.

e. To be entitled to assault leave, the certified/licensed staff member shall file and pursue in good faith a claim for worker's compensation regarding the incident. Failure to do so shall result in forfeiture of the leave.

f. All compensation received hereunder shall be reduced by the amount of worker's compensation benefits received by the staff member.

g. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under ORC 3319.16.

2. In the event a request is made for use of assault leave for more than five (5) days, the Board may require an examination of the teacher by a licensed physician chosen by the Board for the purpose of securing from the physician his/her medical opinion regarding the existence, nature, and duration of the claimed disability. The teacher requesting the leave shall waive the physician-patient privilege regarding said opinion as the same applies to the Board, its agents, or legal representatives. Failure to comply with this provision shall be cause for denial of continuation of the assault leave.

a. Assault leave may be denied for an assault suffered as a result of provocation by the staff member.

b. If assault leave is denied or forfeited pursuant to the provisions of this policy, leave previously taken pursuant to a request for assault leave shall be credited toward sick leave, earned or earnable.

c. In the event that there is a question as to the authenticity of a reported occurrence or incident of assault, a review panel of three (3) consisting of a certified/licensed staff member chosen by the assaultee, one administrator and one Board member, shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled

meeting. The Board shall make a final determination as to whether to grant or not to grant assault leave and the decision of the Board shall be final.

F. COURT LEAVE

An employee who is summoned for jury duty or who is appearing before a court or agency as witness or party in criminal or civil proceedings pertaining to school-related matters shall be granted all necessary leave to attend the proceedings. For the purpose of this article, school related matters shall not be conflicts between employer and employee or the Association (State or local). A request for court leave, other than jury duty, shall indicate in writing the nature and extent of the leave request and shall be subject to the approval of the superintendent.

G. PROFESSIONAL LEAVE

1. Each certified/licensed employee may be granted professional leave with pay. Such professional leave may be used only to attend conferences or conventions pertaining to the employee's work and directly related to the employee's teaching or assignment area.

2. The necessary and actual expenses of the employee incurred for an in the course of attendance, shall be paid by the Board as per Board Policy §GCLA and §DLC.

3. Each bargaining unit member may be granted, upon written request, one day of professional leave to visit other schools in the immediate area. This day will only be scheduled during a district in-service day. The staff member will be permitted to visit, providing there is no need for them to be present at the workshop being offered locally.

   The teacher involved will be required to obtain permission from the school(s) to be visited. The staff member must notify their immediate supervisor 48 hours prior to the visit. Documentation of the visit will be returned to the immediate supervisor.

   The purpose of this professional leave day is for staff members to observe classes pertaining to their present teaching assignment.

   All expenses for Item 3 will be the responsibility of the staff

## ARTICLE 11 – WORKING CONDITIONS

A. LESSON PLANS

Each building principal shall meet annually prior to March 30, with the certified/licensed staff in his/her building to determine the form and substance of lesson plans to be used in the building. The decision of the principal will be final. The meeting shall be held after the regular workday and shall not be subject to compensation for certified/licensed staff members.

B. PLANNING TIME

Elementary school teachers shall have at least 100 minutes of planning time per week without students in the classroom. The implementation of this provision will be on a building by building basis. If necessary, teachers must accept a “team teaching” concept in specialty areas without the application of the teacher replacement clause of this agreement. Implementation of this provision shall not require the hiring of additional personnel. The administration shall have a reasonable time to implement this provision.

C. EQUAL RIGHTS CLAUSE

The provisions of this agreement shall be applied to all members of the bargaining unit without regard to race, color, religion, sex, age, national origin, or handicap.

D. ADMISSION TO EXTRA CURRICULAR ACTIVITIES

All certified/licensed staff members and their spouse shall be granted free admission to all home school district sponsored activities. Ticket(s) must be requested prior to the activity.
Entrance will be gained through all established pass gates.

E. RETIREMENT

Those certified/licensed employees hired prior to July 1, 2012, will be grandfathered under the following provisions. The Board of Education agrees to pay a total of seven percent (7%) – each employee’s annual salary and supplemental contract salaries. The seven percent (7%) pick up will be entirely eliminated for those certified/licensed employees hired after July 1, 2012.

F. SECTION 125 – INTERNAL REVENUE SERVICE

The Board of Education has implemented Section 125 of the IRS for employees’ share of medical insurance premiums. The employees are also eligible to participate in the Flexible Spending Accounts (tax-sheltered) for dependent/childcare and un-reimbursed medical expenses.

G. CURRICULUM STUDIES

In the event curriculum study committees are scheduled by the administrator to meet during the teacher workday, the staff members selected to serve on said committee(s) will be granted release time for said meeting(s).

H. CONFERENCE WITH ADMINISTRATORS

Any individual staff member conferences with administrators shall be on a one-to-one basis, unless the administrator wishes another administrator be present. Then the staff member shall be entitled to be accompanied at the meeting by another staff member of his or her choosing whose purpose at the meeting shall be the same as that of the second administrator.

This provision shall not be considered to apply to the evaluation procedure.

I. PARENT-TEACHER CONFERENCES

In the event parent-teacher conferences are held in the evening, this time will count toward the teachers' work year. No more than one (1) evening conference session will be held during any particular week.

J. ACTIVITY FUNDS

Teachers shall not be required to earn money or take part in earning money for any program or project which his or her class or classroom does not derive benefits from the money earned.

This policy does not prevent any teacher from volunteering to participate in such programs or projects.

It is recognized that certain projects are for the "general good of the school" and that individual teachers may derive varying degrees of benefits therefrom depending on individual voluntary use thereof.

No teacher may refuse to participate in any such projects without approval from his or her building principal.

K. DISCIPLINE ADVISORY COMMITTEE

By February 15th of each year, each school building in the district shall convene a building discipline committee. The majority of the committees shall be comprised of teachers in that building and the building principal. The committees shall be charged with reviewing the building policy and procedures. The committees may make a non-binding written recommendation to the building discipline policy by May 1 to the superintendent and the committee shall review the report with the Board at the next regular board meeting. The teacher members shall be appointed by the Association.

L. DRUG FREE WORKPLACE

No employee of the Bellaire Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled or look alike counterfeit substance as defined in federal and state law.

"Workplace" is defined to mean the site for the performance of work done in connection with the school district. The workplace includes any school building, school property, school-owned vehicle, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district where work or a district approved activity is performed.

Each employee who is engaged in performance of his/her duty shall notify his/her supervisor of his/her conviction of any alcohol/drug statute for a violation occurring in the workplace as defined above not later than five days after such conviction.

An employee convicted of alcohol/drug/substance abuse shall satisfactorily participate in an alcohol/drug/substance abuse assistance or rehabilitation program with properly licensed credentials in the state they offer their services; the cost being the responsibility of the employee.

Sanctions against employees shall be in accordance with the Ohio Revised Code.

## ARTICLE 12 – EMPLOYEE INCENTIVE PLANS

A. ATTENDANCE INCENTIVE

As an attempt to assist in acknowledging the value of the classroom teacher and regular attendance and the importance of their attendance in assisting students with daily responsibilities, and that under no circumstance does a substitute teacher replace the value of the classroom teacher, the Bellaire Board of Education agrees to the following plan:

Any employee who uses two (2) or fewer days of leave will receive a payment of $125 during each period. The period shall consist of the following:

1. August, September, October, November
2. December, January, February
3. March, April, May

In addition, any employee who uses seven (7) or fewer days during the above quarters shall receive an additional payment of $125, for a maximum payment of $500.

B. WAIVER OF TUITION

Children of non-resident employees may attend school within the Bellaire Local School District, tuition free.

Children must be enrolled in the Bellaire Local School District on or before the last student day in September of the school year.

Each employee will be responsible for initiating and completing all necessary forms for all waivers, including athletic eligibility, and for transportation of their children.

Employees hired after the established September date will be given the same opportunity.

Employees' children for the purpose of open enrollment, inter-district guidelines will be considered as resident students and considered prior to other applicants.

C. INCENTIVE FOR DUAL ENROLLMENT TEACHING ASSIGNMENTS

1. Those teachers who are obtaining a dual enrollment credential at the request and approval of the District shall receive paid coursework or reimbursement for up to eighteen hours (18) semester hours of tuition for the required coursework needed to teach dual enrollment courses. Teacher will also be reimbursed for course books, required learning materials, etc., except mileage. Tuition will only be reimbursed if said teacher actually teaches dual enrollment courses for the district. For any teacher that has dual enrollment coursework reimbursed by the district said teacher cannot refuse to teach dual enrollment courses.

2. Reimbursement will only occur based on the following:
   a. a letter from an accredited college or university showing enrollment in a program leading to credentialing.
   b. a transcript from the college or university showing the completion of coursework with a mark of 'B' or better. A receipt from the college or university showing the fees and tuition for said coursework.

3. Said teachers teaching dual enrollment courses for the District shall receive a $2,000 annual stipend to be paid no later than June 30th of that fiscal year.

4. The District has final authority in selecting teachers who will be trained and paid to teach dual enrollment courses. Teachers shall have no right to challenge said selections through the negotiated grievance procedure or other tribunal.

It is the intention of the parties that all other provisions set forth in the Agreement shall remain unchanged and that the above provisions effective July 1, 2018.

## ARTICLE 13 – INCLUSION

If/when inclusion rules are adopted by the State of Ohio, the Board and BEA will meet to discuss inclusion and its effect on the workplace.

## ARTICLE 14 – CRIMINAL RECORD CHECK

All newly hired employees will be required to be fingerprinted in accordance with the Ohio Revised Code prior to employment.

Employees who are selected for a different position in the district (Example: teacher to principal/teacher to coordinator) must be fingerprinted.

The cost of the fingerprinting will be the responsibility of the candidate for employment or employee.

## ARTICLE 15 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, Continuing Education Units (CEU's) and/or other equivalent activities.

B. COMMITTEE COMPOSITION/SELECTION

The LPDC shall be comprised of five (5) members as follows:

1. Three (3) BEA members to be appointed by the association

2. One (1) principal/assistant principal to be appointed by the district principals

3. One (1) other district employee to be appointed by the superintendent
4. If an Association vacancy exists, it shall be filled by the president of the Association to complete the unexpired term of the member. If an administrative vacancy exists, it shall be filled by the Superintendent to complete the unexpired term of the member.

C. CHAIRPERSON

The committee chairperson shall alternate annually between the Association and District representatives**,** unless the LPDC votes unanimously to extend the term of the current chairperson.

D. DECISION MAKING

Decisions will be made by a majority vote. A majority shall be defined as a majority of the members present (3).

E. TRAINING

All members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of the LPDC as well as the professional skills necessary to carry out the duties of the LPDC. Any such training arranged by the district shall be available to all members of the LPDC.

F. MEETINGS

The LPDC shall meet as often as necessary to complete their work. No later than September 15 of each year, the committee shall post in all buildings their regular meeting schedule. Additional meetings will be scheduled as necessary.

If it is necessary to conduct meetings/or attend meetings during school times members of the committee will be granted release time.

If it is necessary for the committee to meet after work hours, members will be reimbursed $30.00 per hour. (This does not apply to overnight meetings held out of the district.)

G. APPEALS PROCEDURE

An appeals procedure will be formulated by the Bellaire Board of Education and the Bellaire Education Association.

## ARTICLE 16 – CONSOLIDATION

Should the Board become involved in discussions regarding the consolidation of district buildings and/or become involved in discussions with other boards of education or outside agencies regarding consolidation, a committee composed of representatives from the Association and representatives from the Board will convene to discuss with and obtain input from the Association regarding the proposed consolidation. Representatives of this committee will be appointed by their respective parties. Written notification of a period of not less than sixty (60) days will be given to the Association in the event of a consolidation.

## ARTICLE 17 – FINALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate further with respect to any subject matter not specifically referred to or covered in this contract, unless unilateral action is undertaken by either party to delete or modify an existing provision of this agreement or implement a mandatory subject of collective bargaining, as defined in ORC 4117, which is not specifically covered in this agreement.

## ARTICLE 18 – EFFECTS AND DURATION OF CONTRACT

A. EFFECTS OF CONTRACT

The term of this contract shall be from July 1, 2026 through June 30, 2029 both dates inclusive.

B. AMENDMENT PROCEDURE

This contract may be amended pursuant to Section 4117 of the Ohio Revised Code.

C. PERSONNEL POLICIES AND PRACTICES

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to the contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.

D. COPIES OF CONTRACT

The contract shall be provided electronically.

E. SEVERABILITY

In the event there is a conflict between a provision of this contract and ORC 4117.10(a) or federal law, a valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10(a) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to the provision. All other provisions of this contract which are not in conflict with ORC 4117.10(a) or federal law, or valid rule or

regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this contract, there is a change in ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If during the term of this contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

## F. AGREEMENT

This contract between the parties is attested to by the representatives whose signatures appear below.

BELLAIRE EDUCATION ASSOCIATION

Robin Schoene — May 13, 2026
Negotiator for BEA — Date

Michelle Weyrick — May 13, 2026
President of BEA — Date

BELLAIRE BOARD OF EDUCATION

Cathy Moore — May 13, 2026
Treasurer — Date

P. Derrick McAffe — May 13, 2026
Superintendent — Date

William Marinelli — May 13, 2026
President — Date
Board of Education

**APPENDIX A**

GRIEVANCE PROCEDURE

TO BE COMPLETED IN DUPLICATE

ACKNOWLEDGMENT OF REPORT OF POTENTIAL GRIEVANCE

The undersigned potential grievant and immediate supervisor acknowledge that a potential grievance was discussed between them in accordance with Step One of the negotiated agreement between the Board of Education and the BEA regarding an incident allegedly occurring on _____ which generated the following complaint by the potential grievant:

Date:_____ _____
Potential Grievant

_____
Immediate Supervisor

Witnesses:
_____

_____

_____

TO BE COMPLETED IN TRIPLICATE

GRIEVANCE REPORT FORM

Grievance No:_____ _____
Date Filed

_____ _____ _____
Name of Aggrieved Assignment Building

STEP ONE
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred:_____

B. 1. Statement of Grievance and section of the Master Agreement allegedly violated:

2. Relief Sought:

C. Disposition by Supervisor:

_____ _____
Signature of Aggrieved Date

>>>

TO BE COMPLETED IN TRIPLICATE

STEP THREE

(Submitted to Board of Education)

A. Position of Aggrieved/or Association:

_____ _____

Signature of Aggrieved Date

B. Disposition by Board of Education:

_____ _____

**APPENDIX B**

Notice is to be submitted in duplicate.

## NOTICE OF POTENTIAL RETIREMENT

I, _____, per Article 6 of the negotiated agreement, would like to be considered for retire/rehire for the _____school year.

I am aware that the Board of Education, in its sole discretion, may choose to hire/rehire individuals who have retired with any public retirement system and may be issued a one year limited contract which shall automatically expire. No notice of non-renewal is required.

This notice must be submitted to the Superintendent by March 15th.

_____ _____
Signature Date

Date received by the Superintendent: _____

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

**Notice will be returned to employee by April 30th.**

_____The Board intends to rehire _____for the
(name)
_____school year under the provisions of Article 6 of the negotiated agreement.

_____The Board does **NOT** intend to rehire _____for the
(name)

_____ school year.

**APPENDIX C**

**BELLAIRE LOCAL SCHOOL DISTRICT**
**BELLAIRE EDUCATION ASSOCIATION MEMBER**
**SICK LEAVE DONATION REQUEST FORM**

The Sick Leave Donation Committee has approved the following member to receive donated days from Bellaire Education Association. Please fill out the following to donate:

Your Printed Name_____

Your Signature_____

_____ # of days donated (no more than 10 in one fiscal year)

_____ today's date (date submitted)

BEA (Recipient) Member's Name

_____

Thank you for your kindness.

**BELLAIRE LOCAL SCHOOL DISTRICT**

**BELLAIRE EDUCATION ASSOCIATION MEMBER**

**SICK LEAVE DONATION REQUEST FORM**

Name _____

Years employed by district _____

Work location_____

Number of days needed_____

Reason for the donation_____

_____

_____

Request must be made prior to the pay period when the need for days is anticipated.

Request for donations must be made ten days prior to employee's exhaustion of his /her sick leave.

The bargaining unit member shall be required to submit a letter/report to the Sick Leave Donation Committee from his/her medical care provider (doctor) to verify the bargaining unit member's illness or injury.

Please refer to Article 10 of the Collective Bargaining Agreement for further limitations.

All decisions of the Sick Leave Donation Committee require a majority vote.

All decisions are final and not subject to the grievance procedure.

**APPENDIX D**

SUBMIT IN DUPLICATE

EXTRA CURRICULAR ACTIVITIES

BUILDING:

---

PLEASE COMPLETE THE BOTTOM OF THIS FORM TO INDICATE IF YOU ARE INTERESTED IN BEING AN ADVISOR OR COACH OF A PARTICULAR ACTIVITY OR SPORT IN WHICH YOU ARE INVOLVED.

PLEASE COMPLETE AND RETURN THIS FORM TO THE PRINCIPAL'S OFFICE PRIOR TO THE SECOND FRIDAY IN FEBRUARY. FAILING TO RETURN THE FORM WILL PUT THE POSITION UP FOR BID AT THE APPROPRIATE TIME.

_____ I AM INTERESTED

_____ I AM NOT INTERESTED

IN CONTINUING IN THE CAPACITY OF:

_____

_____

_____

_____

FOR THE UPCOMING SCHOOL YEAR

_____

_____ _____

SIGNATURE DATE

_____ _____

PRINCIPAL'S INITIALS DATE

(APPLICANT RECEIVES AN INITIALED COPY UPON SUBMISSION)

## SUPPLEMENTAL ACTIVITY CHECKLIST

This checklist is to be completed by the appropriate Building Administrator and presented to the Activity Advisor.

Name of Activity_____

Year_____

| CHECKLIST: | GOOD | SATISFACTORY | IMPROVEMENT NEEDED |
|---|---|---|---|
| 1. Knowledge of activity | | | |
| 2. Utilizes chain of command | | | |
| 3. Good organization of activities | | | |
| 4. Cooperative with Administration and staff concerning activity | | | |
| 5. Punctual with reports, forms and all appropriate paper work | | | |
| 6. Always follows rules and regulations of activity as well as Board policies | | | |
| 7. Keeps administration informed of potential problems | | | |
| 8. Makes decisions after gathering pertinent information and discussing with Administrator responsible | | | |

COMMENTS BY ADMINISTRATOR:

COMMENTS BY ACTIVITY ADVISOR:

_____ _____

Signature of Advisor Signature of Appropriate Building Administrator

_____ Date

## Appendix E Salary Scales

BELLAIRE LOCAL SCHOOL DISTRICT

**2026-2027**

SALARY INDEX

BASE 43108

| YEARS | NON DEGREE | | BACHELOR | | % | BACHELOR + 30 | | % | MASTERS | | % | MASTERS + 15 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0.865 | 37,288 | 1.000 | 43,108 | | 1.050 | 45,263 | 1.105 | 47,634 | | 1.160 | 50,005 | | |
| 1 | 0.900 | 38,797 | 1.045 | 45,048 | | 1.100 | 47,419 | 1.160 | 50,005 | | 1.220 | 52,592 | | |
| 2 | 0.935 | 40,306 | 1.090 | 46,988 | | 1.150 | 49,574 | 1.215 | 52,376 | | 1.280 | 55,178 | | |
| 3 | 0.970 | 41,815 | 1.135 | 48,928 | | 1.200 | 51,730 | 1.270 | 54,747 | | 1.340 | 57,765 | | |
| 4 | 1.005 | 43,324 | 1.180 | 50,867 | | 1.250 | 53,885 | 1.325 | 57,118 | | 1.400 | 60,351 | | |
| 5 | 1.040 | 44,832 | 1.225 | 52,807 | | 1.300 | 56,040 | 1.380 | 59,489 | | 1.460 | 62,938 | | |
| 6 | 1.076 | 46,384 | 1.270 | 54,747 | | 1.350 | 58,196 | 1.435 | 61,860 | | 1.520 | 65,524 | | |
| 7 | 1.110 | 47,850 | 1.315 | 56,687 | | 1.400 | 60,351 | 1.490 | 64,231 | | 1.580 | 68,111 | | |
| 8 | 1.110 | 47,850 | 1.360 | 58,627 | | 1.450 | 62,507 | 1.545 | 66,602 | | 1.640 | 70,697 | | |
| 9 | 1.110 | 47,850 | 1.405 | 60,567 | | 1.500 | 64,662 | 1.600 | 68,973 | | 1.700 | 73,284 | | |
| 10 | 1.110 | 47,850 | 1.450 | 62,507 | | 1.550 | 66,817 | 1.655 | 71,344 | | 1.760 | 75,870 | | |
| 11 | 1.110 | 47,850 | 1.495 | 64,446 | | 1.600 | 68,973 | 1.710 | 73,715 | | 1.820 | 78,457 | | |
| 12 | 1.110 | 47,850 | 1.540 | 66,386 | | 1.650 | 71,128 | 1.765 | 76,086 | | 1.880 | 81,043 | | |
| 13 | 1.110 | 47,850 | 1.540 | 66,386 | | 1.700 | 73,284 | 1.820 | 78,457 | | 1.940 | 83,630 | | |
| 14 | 1.110 | 47,850 | 1.540 | 66,386 | | 1.700 | 73,284 | 1.875 | 80,828 | | 2.000 | 86,216 | | |
| 15 | 1.110 | 47,850 | 1.540 | 66,386 | | 1.700 | 73,284 | 1.875 | 80,828 | | 2.060 | 88,802 | | |
| 19 | 1.110 | 600 | 48,450 | 1.540 | 600 | 66,986 | 1.700 | 600 | 73,884 | 1.875 | 600 | 81,428 | 2.060 | 600 | 89,402 |
| 23 | 1.110 | 1,300 | 49,150 | 1.540 | 1,300 | 67,686 | 1.700 | 1,300 | 74,584 | 1.875 | 1,300 | 82,128 | 2.060 | 1,300 | 90,102 |
| 27 | 1.110 | 2,100 | 49,950 | 1.540 | 2,100 | 68,486 | 1.700 | 2,100 | 75,384 | 1.875 | 2,100 | 82,928 | 2.060 | 2,100 | 90,902 |
| 30 | 1.110 | 3,000 | 50,850 | 1.540 | 3,000 | 69,386 | 1.700 | 3,000 | 76,284 | 1.875 | 3,000 | 83,828 | 2.060 | 3,000 | 91,802 |

BELLAIRE LOCAL SCHOOL DISTRICT

# 2027-2028

SALARY INDEX

BASE 44833

| YEARS | NON DEGREE | | | BACHELOR | | | BACHELOR + 30 | | | MASTERS | | | MASTERS + 15 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | % | | | % | | | % | | | % | | |
| 0 | 0.865 | | 38,781 | 1.000 | | 44,833 | 1.050 | | 47,075 | 1.105 | | 49,540 | 1.160 | | 52,006 |
| 1 | 0.900 | | 40,350 | 1.045 | | 46,850 | 1.100 | | 49,316 | 1.160 | | 52,006 | 1.220 | | 54,696 |
| 2 | 0.935 | | 41,919 | 1.090 | | 48,868 | 1.150 | | 51,558 | 1.215 | | 54,472 | 1.280 | | 57,386 |
| 3 | 0.970 | | 43,488 | 1.135 | | 50,885 | 1.200 | | 53,800 | 1.270 | | 56,938 | 1.340 | | 60,076 |
| 4 | 1.005 | | 45,057 | 1.180 | | 52,903 | 1.250 | | 56,041 | 1.325 | | 59,404 | 1.400 | | 62,766 |
| 5 | 1.040 | | 46,626 | 1.225 | | 54,920 | 1.300 | | 58,283 | 1.380 | | 61,870 | 1.460 | | 65,456 |
| 6 | 1.076 | | 48,240 | 1.270 | | 56,938 | 1.350 | | 60,525 | 1.435 | | 64,335 | 1.520 | | 68,146 |
| 7 | 1.110 | | 49,765 | 1.315 | | 58,955 | 1.400 | | 62,766 | 1.490 | | 66,801 | 1.580 | | 70,836 |
| 8 | 1.110 | | 49,765 | 1.360 | | 60,973 | 1.450 | | 65,008 | 1.545 | | 69,267 | 1.640 | | 73,526 |
| 9 | 1.110 | | 49,765 | 1.405 | | 62,990 | 1.500 | | 67,250 | 1.600 | | 71,733 | 1.700 | | 76,216 |
| 10 | 1.110 | | 49,765 | 1.450 | | 65,008 | 1.550 | | 69,491 | 1.655 | | 74,199 | 1.760 | | 78,906 |
| 11 | 1.110 | | 49,765 | 1.495 | | 67,025 | 1.600 | | 71,733 | 1.710 | | 76,664 | 1.820 | | 81,596 |
| 12 | 1.110 | | 49,765 | 1.540 | | 69,043 | 1.650 | | 73,974 | 1.765 | | 79,130 | 1.880 | | 84,286 |
| 13 | 1.110 | | 49,765 | 1.540 | | 69,043 | 1.700 | | 76,216 | 1.820 | | 81,596 | 1.940 | | 86,976 |
| 14 | 1.110 | | 49,765 | 1.540 | | 69,043 | 1.700 | | 76,216 | 1.875 | | 84,062 | 2.000 | | 89,666 |
| 15 | 1.110 | | 49,765 | 1.540 | | 69,043 | 1.700 | | 76,216 | 1.875 | | 84,062 | 2.060 | | 92,356 |
| 19 | 1.110 | 600 | 50,365 | 1.540 | 600 | 69,643 | 1.700 | 600 | 76,816 | 1.875 | 600 | 84,662 | 2.060 | 600 | 92,956 |
| 23 | 1.110 | 1,300 | 51,065 | 1.540 | 1,300 | 70,343 | 1.700 | 1,300 | 77,516 | 1.875 | 1,300 | 85,362 | 2.060 | 1,300 | 93,656 |
| 27 | 1.110 | 2,100 | 51,865 | 1.540 | 2,100 | 71,143 | 1.700 | 2,100 | 78,316 | 1.875 | 2,100 | 86,162 | 2.060 | 2,100 | 94,456 |
| 30 | 1.110 | 3,000 | 52,765 | 1.540 | 3,000 | 72,043 | 1.700 | 3,000 | 79,216 | 1.875 | 3,000 | 87,062 | 2.060 | 3,000 | 95,356 |

BELLAIRE LOCAL SCHOOL DISTRICT

# 2028-2029

SALARY INDEX

BASE 46178

| YEARS | NON DEGREE | | | BACHELOR | | | BACHELOR + 30 | | | MASTERS | | | MASTERS + 15 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | % | | | % | | | % | | | % | | |
| 0 | 0.865 | | 39,944 | 1.000 | | 46,178 | 1.050 | | 48,487 | 1.105 | | 51,027 | 1.160 | | 53,566 |
| 1 | 0.900 | | 41,560 | 1.045 | | 48,256 | 1.100 | | 50,796 | 1.160 | | 53,566 | 1.220 | | 56,337 |
| 2 | 0.935 | | 43,176 | 1.090 | | 50,334 | 1.150 | | 53,105 | 1.215 | | 56,106 | 1.280 | | 59,108 |
| 3 | 0.970 | | 44,793 | 1.135 | | 52,412 | 1.200 | | 55,414 | 1.270 | | 58,646 | 1.340 | | 61,879 |
| 4 | 1.005 | | 46,409 | 1.180 | | 54,490 | 1.250 | | 57,723 | 1.325 | | 61,186 | 1.400 | | 64,649 |
| 5 | 1.040 | | 48,025 | 1.225 | | 56,568 | 1.300 | | 60,031 | 1.380 | | 63,726 | 1.460 | | 67,420 |
| 6 | 1.076 | | 49,688 | 1.270 | | 58,646 | 1.350 | | 62,340 | 1.435 | | 66,265 | 1.520 | | 70,191 |
| 7 | 1.110 | | 51,258 | 1.315 | | 60,724 | 1.400 | | 64,649 | 1.490 | | 68,805 | 1.580 | | 72,961 |
| 8 | 1.110 | | 51,258 | 1.360 | | 62,802 | 1.450 | | 66,958 | 1.545 | | 71,345 | 1.640 | | 75,732 |
| 9 | 1.110 | | 51,258 | 1.405 | | 64,880 | 1.500 | | 69,267 | 1.600 | | 73,885 | 1.700 | | 78,503 |
| 10 | 1.110 | | 51,258 | 1.450 | | 66,958 | 1.550 | | 71,576 | 1.655 | | 76,425 | 1.760 | | 81,273 |
| 11 | 1.110 | | 51,258 | 1.495 | | 69,036 | 1.600 | | 73,885 | 1.710 | | 78,964 | 1.820 | | 84,044 |
| 12 | 1.110 | | 51,258 | 1.540 | | 71,114 | 1.650 | | 76,194 | 1.765 | | 81,504 | 1.880 | | 86,815 |
| 13 | 1.110 | | 51,258 | 1.540 | | 71,114 | 1.700 | | 78,503 | 1.820 | | 84,044 | 1.940 | | 89,585 |
| 14 | 1.110 | | 51,258 | 1.540 | | 71,114 | 1.700 | | 78,503 | 1.875 | | 86,584 | 2.000 | | 92,356 |
| 15 | 1.110 | | 51,258 | 1.540 | | 71,114 | 1.700 | | 78,503 | 1.875 | | 86,584 | 2.060 | | 95,127 |
| 19 | 1.110 | 600 | 51,858 | 1.540 | 600 | 71,714 | 1.700 | 600 | 79,103 | 1.875 | 600 | 87,184 | 2.060 | 600 | 95,727 |
| 23 | 1.110 | 1,300 | 52,558 | 1.540 | 1,300 | 72,414 | 1.700 | 1,300 | 79,803 | 1.875 | 1,300 | 87,884 | 2.060 | 1,300 | 96,427 |
| 27 | 1.110 | 2,100 | 53,358 | 1.540 | 2,100 | 73,214 | 1.700 | 2,100 | 80,603 | 1.875 | 2,100 | 88,684 | 2.060 | 2,100 | 97,227 |
| 30 | 1.110 | 3,000 | 54,258 | 1.540 | 3,000 | 74,114 | 1.700 | 3,000 | 81,503 | 1.875 | 3,000 | 89,584 | 2.060 | 3,000 | 98,127 |

## Appendix F Supplemental Salary Scales

### Article 22 Professional Staff Supplemental Pay

Bellaire Education Association

4. Additional duty salaries are based upon the designated percentage of teacher index at the Bachelor 0 (zero) experience level. These salaries may be multiplied by a factor based on continuous experience in the position.

**Current Base Salary for the 2026-2027 school year**
**$43,108**

| SUPPLEMENTAL POSITION | % of Base | Salary | LONG 6 thru 10 x 1.05 | LONG 11 thru 15 x 1.16 | LONG over 15 x 1.20 |
|---|---|---|---|---|---|
| Head Baseball Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Assistant Baseball Coach | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Head Basketball Coach (Boys) | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Assistant Basketball Coach (Boys) | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Freshman Basketball Coach (Boys) | 7% | 3,018 | 3,168 | 3,500 | 3,621 |
| Eighth Grade Basketball Coach (Boys) | 6% | 2,586 | 2,716 | 3,000 | 3,104 |
| Seventh Grade Basketball Coach (Boys) | 4% | 1,724 | 1,811 | 2,000 | 2,069 |
| Head Basketball Coach (Girls) | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Assistant Basketball Coach (Girls) | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Eighth Grade Basketball Coach (Girls) | 6% | 2,586 | 2,716 | 3,000 | 3,104 |
| Seventh Grade Basketball Coach (Girls) | 4% | 1,724 | 1,811 | 2,000 | 2,069 |
| Head Football Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Assistant Varsity Football Coach (4) | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Freshman Football Coach (2) | 7% | 3,018 | 3,168 | 3,500 | 3,621 |
| Eighth Grade Assist Football Coach (2) | 7% | 3,018 | 3,168 | 3,500 | 3,621 |
| Seventh Grade Assist Football Coach (2) | 4% | 1,724 | 1,811 | 2,000 | 2,069 |
| Head Track Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Varsity Assistant Track Coach (2) | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Junior High Assistant Track Coach (2) | 7% | 3,018 | 3,168 | 3,500 | 3,621 |
| Cross Country Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Assistant Cross Country Coach | 5% | 2,155 | 2,263 | 2,500 | 2,586 |
| Head Wrestling Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Assistant Varsity Wrestling Coach | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Ninth Grade Assist Wrestling Coach | 7% | 3,018 | 3,168 | 3,500 | 3,621 |
| Assistant A D--site coordinator | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Equipment Manager | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Weight Trainer | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Varsity Cheerleaders | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Eighth and Ninth Grade Cheerleaders | 4% | 1,724 | 1,811 | 2,000 | 2,069 |
| Girls Softball Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Girls Assistant Softball Coach | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Girls Volleyball Coach | 17% | 7,328 | 7,695 | 8,501 | 8,794 |
| Varsity Assistant Volleyball Coach | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Eighth Grade Girls Volleyball Coach | 6% | 2,586 | 2,716 | 3,000 | 3,104 |
| Seventh Grade Girls Volleyball Coach | 4% | 1,724 | 1,811 | 2,000 | 2,069 |
| Band Director | 12% | 5,173 | 5,432 | 6,001 | 6,208 |
| Assistant Band Director (Red Line) | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Choir | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Foreign Language Club | 3% | 1,293 | 1,358 | 1,500 | 1,552 |
| National Honor Society | 5% | 2,155 | 2,263 | 2,500 | 2,586 |
| Thespians/Drama | 13% | 5,604 | 5,884 | 6,501 | 6,725 |
| Student Council | 8% | 3,449 | 3,621 | 4,000 | 4,138 |
| Beljuan | 10% | 4,311 | 4,526 | 5,001 | 5,173 |
| Tribunal | 5% | 2,155 | 2,263 | 2,500 | 2,586 |
| Care of Machinery | 6% | 2,586 | 2,716 | 3,000 | 3,104 |
| Middle School Newspaper | 3% | 1,293 | 1,358 | 1,500 | 1,552 |
| Middle School Yearbook | 3% | 1,293 | 1,358 | 1,500 | 1,552 |
| Middle School Student Council | 2% | 862 | 905 | 1,000 | 1,035 |
| Outdoor Education Director | 2% | 862 | 905 | 1,000 | 1,035 |
| Class Advisor - 12th Grade | 2% | 862 | 905 | 1,000 | 1,035 |
| Class Advisor - 11th Grade | 6% | 2,586 | 2,716 | 3,000 | 3,104 |
| Class Advisor - 10th Grade | 2% | 862 | 905 | 1,000 | 1,035 |
| Class Advisor - 9th Grade | 2% | 862 | 905 | 1,000 | 1,035 |
| Class Advisor - 8th Grade | 2% | 862 | 905 | 1,000 | 1,035 |
| Accelerated Reading - Elementary | 3% | 1,293 | 1,358 | 1,500 | 1,552 |
| **Department Heads** | | | | | |
| $70 per unit, not to exceed six (6) units | ## | | | | |
| Social Studies | 3 units | $210.00 | | | |
| English/Library | 3 units | $210.00 | | | |
| Mathematics/OGT | 4 units | $280.00 | | | |
| Science/Health/PE | 4 units | $280.00 | | | |
| **EXTENDED SERVICE** | | | | | |
| Guidance HS | 10 days | | | | |
| Guidance MS | 5 days | | | | |

## Article 22 Professional Staff Supplemental Pay

Bellaire Education Association

4. Additional duty salaries are based upon the designated percentage of teacher index at the Bachelor 0 (zero) experience level. These salaries may be multiplied by a factor based on continuous experience in the position.

**Current Base Salary for the 2027-2028 school year**
**$44,833**

| SUPPLEMENTAL POSITION | % of Base | Salary | LONG 6 thru 10 x 1.05 | LONG 11 thru 15 x 1.16 | LONG over 15 x 1.20 |
|---|---|---|---|---|---|
| Head Baseball Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Assistant Baseball Coach | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Head Basketball Coach (Boys) | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Assistant Basketball Coach (Boys) | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Freshman Basketball Coach (Boys) | 7% | 3,138 | 3,295 | 3,640 | 3,766 |
| Eighth Grade Basketball Coach (Boys) | 6% | 2,690 | 2,824 | 3,120 | 3,228 |
| Seventh Grade Basketball Coach (Boys) | 4% | 1,793 | 1,883 | 2,080 | 2,152 |
| Head Basketball Coach (Girls) | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Assistant Basketball Coach (Girls) | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Eighth Grade Basketball Coach (Girls) | 6% | 2,690 | 2,824 | 3,120 | 3,228 |
| Seventh Grade Basketball Coach (Girls) | 4% | 1,793 | 1,883 | 2,080 | 2,152 |
| Head Football Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Assistant Varsity Football Coach (4) | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Freshman Football Coach (2) | 7% | 3,138 | 3,295 | 3,640 | 3,766 |
| Eighth Grade Assist Football Coach (2) | 7% | 3,138 | 3,295 | 3,640 | 3,766 |
| Seventh Grade Assist Football Coach (2) | 4% | 1,793 | 1,883 | 2,080 | 2,152 |
| Head Track Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Varsity Assistant Track Coach (2) | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Junior High Assistant Track Coach (2) | 7% | 3,138 | 3,295 | 3,640 | 3,766 |
| Cross Country Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Assistant Cross Country Coach | 5% | 2,242 | 2,354 | 2,600 | 2,690 |
| Head Wrestling Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Assistant Varsity Wrestling Coach | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Ninth Grade Assist Wrestling Coach | 7% | 3,138 | 3,295 | 3,640 | 3,766 |
| Assistant A D--site coordinator | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Equipment Manager | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Weight Trainer | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Varsity Cheerleaders | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Eighth and Ninth Grade Cheerleaders | 4% | 1,793 | 1,883 | 2,080 | 2,152 |
| Girls Softball Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Girls Assistant Softball Coach | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Girls Volleyball Coach | 17% | 7,622 | 8,003 | 8,841 | 9,146 |
| Varsity Assistant Volleyball Coach | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Eighth Grade Girls Volleyball Coach | 6% | 2,690 | 2,824 | 3,120 | 3,228 |
| Seventh Grade Girls Volleyball Coach | 4% | 1,793 | 1,883 | 2,080 | 2,152 |
| Band Director | 12% | 5,380 | 5,649 | 6,241 | 6,456 |
| Assistant Band Director (Red Line) | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Choir | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Foreign Language Club | 3% | 1,345 | 1,412 | 1,560 | 1,614 |
| National Honor Society | 5% | 2,242 | 2,354 | 2,600 | 2,690 |
| Thespians/Drama | 13% | 5,828 | 6,120 | 6,761 | 6,994 |
| Student Council | 8% | 3,587 | 3,766 | 4,161 | 4,304 |
| Beljuan | 10% | 4,483 | 4,707 | 5,201 | 5,380 |
| Tribunal | 5% | 2,242 | 2,354 | 2,600 | 2,690 |
| Care of Machinery | 6% | 2,690 | 2,824 | 3,120 | 3,228 |
| Middle School Newspaper | 3% | 1,345 | 1,412 | 1,560 | 1,614 |
| Middle School Yearbook | 3% | 1,345 | 1,412 | 1,560 | 1,614 |
| Middle School Student Council | 2% | 897 | 941 | 1,040 | 1,076 |
| Outdoor Education Director | 2% | 897 | 941 | 1,040 | 1,076 |
| Class Advisor - 12th Grade | 2% | 897 | 941 | 1,040 | 1,076 |
| Class Advisor - 11th Grade | 6% | 2,690 | 2,824 | 3,120 | 3,228 |
| Class Advisor - 10th Grade | 2% | 897 | 941 | 1,040 | 1,076 |
| Class Advisor - 9th Grade | 2% | 897 | 941 | 1,040 | 1,076 |
| Class Advisor - 8th Grade | 2% | 897 | 941 | 1,040 | 1,076 |
| Accelerated Reading - Elementary | 3% | 1,345 | 1,412 | 1,560 | 1,614 |
| **Department Heads** | | | | | |
| $70 per unit, not to exceed six (6) units | ## | | | | |
| Social Studies | 3 units | $210.00 | | | |
| English/Library | 3 units | $210.00 | | | |
| Mathematics/OGT | 4 units | $280.00 | | | |
| Science/Health/PE | 4 units | $280.00 | | | |
| **EXTENDED SERVICE** | | | | | |
| Guidance HS | 10 days | | | | |
| Guidance MS | 5 days | | | | |

## Article 22 Professional Staff Supplemental Pay

Bellaire Education Association

4. Additional duty salaries are based upon the designated percentage of teacher index at the Bachelor 0 (zero) experience level. These salaries may be multiplied by a factor based on continuous experience in the position.

**Current Base Salary for the 2028-2029 school year**
**$46,178**

| SUPPLEMENTAL POSITION | % of Base | Salary | LONG 6 thru 10 x 1.05 | LONG 11 thru 15 x 1.16 | LONG over 15 x 1.20 |
|---|---|---|---|---|---|
| Head Baseball Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Assistant Baseball Coach | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Head Basketball Coach (Boys) | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Assistant Basketball Coach (Boys) | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Freshman Basketball Coach (Boys) | 7% | 3,232 | 3,394 | 3,750 | 3,879 |
| Eighth Grade Basketball Coach (Boys) | 6% | 2,771 | 2,909 | 3,214 | 3,325 |
| Seventh Grade Basketball Coach (Boys) | 4% | 1,847 | 1,939 | 2,143 | 2,217 |
| Head Basketball Coach (Girls) | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Assistant Basketball Coach (Girls) | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Eighth Grade Basketball Coach (Girls) | 6% | 2,771 | 2,909 | 3,214 | 3,325 |
| Seventh Grade Basketball Coach (Girls) | 4% | 1,847 | 1,939 | 2,143 | 2,217 |
| Head Football Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Assistant Varsity Football Coach (4) | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Freshman Football Coach (2) | 7% | 3,232 | 3,394 | 3,750 | 3,879 |
| Eighth Grade Assist Football Coach (2) | 7% | 3,232 | 3,394 | 3,750 | 3,879 |
| Seventh Grade Assist Football Coach (2) | 4% | 1,847 | 1,939 | 2,143 | 2,217 |
| Head Track Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Varsity Assistant Track Coach (2) | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Junior High Assistant Track Coach (2) | 7% | 3,232 | 3,394 | 3,750 | 3,879 |
| Cross Country Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Assistant Cross Country Coach | 5% | 2,309 | 2,424 | 2,678 | 2,771 |
| Head Wrestling Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Assistant Varsity Wrestling Coach | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Ninth Grade Assist Wrestling Coach | 7% | 3,232 | 3,394 | 3,750 | 3,879 |
| Assistant A D--site coordinator | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Equipment Manager | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Weight Trainer | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Varsity Cheerleaders | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Eighth and Ninth Grade Cheerleaders | 4% | 1,847 | 1,939 | 2,143 | 2,217 |
| Girls Softball Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Girls Assistant Softball Coach | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Girls Volleyball Coach | 17% | 7,850 | 8,243 | 9,106 | 9,420 |
| Varsity Assistant Volleyball Coach | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Eighth Grade Girls Volleyball Coach | 6% | 2,771 | 2,909 | 3,214 | 3,325 |
| Seventh Grade Girls Volleyball Coach | 4% | 1,847 | 1,939 | 2,143 | 2,217 |
| Band Director | 12% | 5,541 | 5,818 | 6,428 | 6,650 |
| Assistant Band Director (Red Line) | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Choir | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Foreign Language Club | 3% | 1,385 | 1,455 | 1,607 | 1,662 |
| National Honor Society | 5% | 2,309 | 2,424 | 2,678 | 2,771 |
| Thespians/Drama | 13% | 6,003 | 6,303 | 6,964 | 7,204 |
| Student Council | 8% | 3,694 | 3,879 | 4,285 | 4,433 |
| Beljuan | 10% | 4,618 | 4,849 | 5,357 | 5,541 |
| Tribunal | 5% | 2,309 | 2,424 | 2,678 | 2,771 |
| Care of Machinery | 6% | 2,771 | 2,909 | 3,214 | 3,325 |
| Middle School Newspaper | 3% | 1,385 | 1,455 | 1,607 | 1,662 |
| Middle School Yearbook | 3% | 1,385 | 1,455 | 1,607 | 1,662 |
| Middle School Student Council | 2% | 924 | 970 | 1,071 | 1,108 |
| Outdoor Education Director | 2% | 924 | 970 | 1,071 | 1,108 |
| Class Advisor - 12th Grade | 2% | 924 | 970 | 1,071 | 1,108 |
| Class Advisor - 11th Grade | 6% | 2,771 | 2,909 | 3,214 | 3,325 |
| Class Advisor - 10th Grade | 2% | 924 | 970 | 1,071 | 1,108 |
| Class Advisor - 9th Grade | 2% | 924 | 970 | 1,071 | 1,108 |
| Class Advisor - 8th Grade | 2% | 924 | 970 | 1,071 | 1,108 |
| Accelerated Reading - Elementary | 3% | 1,385 | 1,455 | 1,607 | 1,662 |
| **Department Heads** | | | | | |
| $70 per unit, not to exceed six (6) units | ## | | | | |
| Social Studies | 3 units | $210.00 | | | |
| English/Library | 3 units | $210.00 | | | |
| Mathematics/OGT | 4 units | $280.00 | | | |
| Science/Health/PE | 4 units | $280.00 | | | |
| **EXTENDED SERVICE** | | | | | |
| Guidance HS | 10 days | | | | |
| Guidance MS | 5 days | | | | |