

**NEGOTIATED AGREEMENT**

**ENTERED INTO BETWEEN**

**THE BETHEL LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**And**

**THE BETHEL EDUCATION ASSOCIATION  
Miami County**

**August 1, 2017 – July 31, 2021**





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## **PARTIES TO AGREEMENT**

Agreement entered into upon ratification by the Bethel Local School District Board of Education (hereinafter referred to as the "Board") and the Bethel Education Association (hereinafter referred to as the "Association").

## **PREAMBLE**

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board, the administrative staff, and representatives of the certificated/licensed professional staff to discuss matters concerning salaries and wages and professional welfare, and to reach satisfactory agreement on these matters.

These procedures will in no way infringe upon the following rights and responsibilities:

1. The Board, under law, has the final responsibility of establishing policies for the school district.
2. The Superintendent and his staff have the responsibility of carrying out the policies established.
3. The professional teaching staff has the responsibility of cooperating with the Board and the administrative staff to provide the best educational opportunities for all pupils.

## **SEVERABILITY**

Where provisions of this agreement conflict with otherwise applicable provisions of Ohio law, this agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeals have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

Upon written request, the parties shall meet to discuss the final determination of unlawfulness, to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach an agreement over the affected provisions, the parties shall use the Federal Mediation Conciliation Services to resolve the dispute.

Should the district enter into academic distress, in accordance with ORC 3302.10, the intent of the parties is to emerge from said distress with this agreement intact.

## **ARTICLE 1 - PROFESSIONAL NEGOTIATION PROCEDURE**

### **Section 1.01            RECOGNITION**

The Board recognizes the Association, an affiliate of the OEA/NEA, as the exclusive representative and spokesman as defined in Chapter 4117 of the Ohio Revised Code for the full-time and regular part-time certificated/licensed teaching personnel, excluding all administrative and supervisory personnel and all other Unit Members. Full-time Unit Members shall be those who work seven and one-quarter (7.25) hours or more per day and are contracted to work a minimum of one hundred twenty (120) days or more in a work year. Part-time Unit Members shall be those who work three and six hundred twenty-five thousandths (3.625) hours or less per day or who work less than the minimal one hundred twenty (120) workdays.

### **Section 1.02            FURNISHING INFORMATION**

The Board and the Association agree to make available to each other, upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under consideration. The Board and the Association shall not request special research or special compilation of such information.

### **Section 1.03            INAUGURATING STEPS TO AGREEMENT**

- A. Submission of Issues. A request for negotiations shall be submitted, in writing, by the Association President or designated representative to the Superintendent or the President of the Board, or by the Superintendent or Board President to the Association President. Such request shall be submitted on or before March 1 of the year this agreement expires. A mutually convenient meeting date shall be set no later than March 15, unless all parties agree to a later date at which time the Association and the Board will submit issues proposed for negotiations in writing.
- B. Relevant data and supporting information to all proposals will be presented.
- C. Negotiations should be concluded by June 1 unless a mutually satisfactory later date is agreed upon.
- D. Subsequent to a declaration of impasse, either the Association or the Board may provide any information desired to the news media, but a copy of any such information released by either team shall be provided to the other team.



#### **Section 1.04           REPORTING**

During the period of consideration, reports of progress may be made to the Association by its representatives.

#### **Section 1.05           IMPLEMENTATION**

- A.     The Association negotiations team shall consist of no more than four (4) persons to be appointed by the Association.
- B.     The Board negotiations team shall consist of no more than four (4) persons to be appointed by the Board.
- C.     A spokesman shall be designated by each team as the primary speaker for the team.
- D.     Any member of either negotiations team may call a caucus at any time. Each caucus will be no longer than thirty (30) minutes.
- E.     The Negotiations Team shall negotiate in "good faith". "Good faith" involves 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 obliged 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.

#### **Section 1.06           NEGOTIATION MEETINGS**

Negotiation meetings will be held at such times and in such locations off site as mutually agreed upon, during the regular school day. Provision shall be included to allow three (3) days to negotiate during school hours off site.

#### **Section 1.07           RATIFICATION**

When a final agreement is reached, a joint report shall be prepared. Upon receipt of report, the tentative agreement will be approved by the Association and the Board on or before the end of the next regularly scheduled Board meeting. It shall be signed by the President and Treasurer of the Board and representatives of the Association. The provisions of that agreement will then become a part of the negotiated agreement between the Board and the Association.

## **Section 1.08                    DISPUTE SETTLEMENT PROCEDURE**

- A. Pursuant to Ohio Revised Code Section 4117.14(C) and (E), the Bethel Education Association ("Association") and the Bethel Local School District Board of Education ("Board") mutually agree upon the following dispute settlement procedures. The parties expressly hereby waive any right to utilize any mediation or fact-finding procedures prescribed in Chapter 4117 of the Ohio Revised Code and agree that this procedure supersedes and replaces the statutory process.
- B. This Agreement shall be effective on the date executed by both parties and shall not be cancelled, revoked, or terminated for the duration of the contract unless the Association ceases to be the exclusive representative of the Board's full-time and part-time certificated/licensed Unit Members, in which case it shall be deemed terminated by operation of law. Thereafter, this dispute settlement procedure may be terminated on one hundred eighty (180) calendar days' notice, except that no notice may be given during the one hundred eighty (180) days immediately preceding the expiration date of any current collective bargaining agreement between the parties. Notice of termination shall be in writing and shall be sent by certified mail, return receipt requested, or personally delivered to the other party's designated representative.
- C. This procedure shall not be subject to the grievance and arbitration procedure of any collective bargaining agreement between the parties.
- D. The following dispute resolution procedure is hereby mutually agreed upon:
  - 1. In the event the parties have not concluded negotiations sixty (60) days before the expiration date of their current collective bargaining agreement, the parties shall submit the items upon which agreement has not been reached to a mediator from the Federal Mediation Conciliation Service (FMCS). Such mediation will be conducted in accordance with FMCS rules and regulations.
  - 2. If the parties are unable to reach agreement by the expiration date of this collective bargaining agreement or any extension thereof to which they have mutually agreed, impasse may be declared by either party. The Unit Members in the bargaining unit represented by the Association shall have the right to strike provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the Ohio Revised Code.

**Section 1.09 WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT**

The Board and the Association shall acknowledge that during negotiations resulting in any agreement, each party had the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after

the exercise of that right and opportunity. The Board and the Association shall agree that negotiations with respect to any subject or matter (except those subjects or matters required by the Ohio Revised Code) may not occur within the duration of this agreement unless by mutual agreement.

**Section 1.10 PRINTING & DISTRIBUTION**

- A. Copies of this Negotiated Agreement will be emailed by the Association as soon after ratification and adoption as possible.

**ARTICLE 2 -GRIEVANCE PROCEDURE**

**Section 2.01 PURPOSE OF PROCEDURE**

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its Unit Members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all Unit Members and no reprisal shall be taken against any Unit Member initiating or participating in the grievance procedure.

**Section 2.02 GRIEVANCE DEFINED**

A grievance shall be defined as a claim by a member(s) or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this agreement.

**Section 2.03            PARTY IN INTEREST**

The term grievant or aggrieved shall be defined as:

- A. Any individual member of the bargaining unit,
- B. A group or members of the bargaining unit if the grievance involves a question affecting all members of that group of grievants in the same manner,
- C. Or the Association.

**Section 2.04            STEP ONE**

Any grievant having a complaint shall first discuss such a complaint with his/her immediate supervisor and announce that this is Step One of the grievance procedure.

**Section 2.05            STEP TWO**

- A. If the discussion does not resolve the complaint to the satisfaction of the grievant, or if no disposition is made within five (5) work days after such discussion, such grievant shall have the right to lodge a written grievance with such grievant's building principal. Such written grievance shall be lodged within thirty (30) work days following the act or condition, which is the basis of, said grievance. (See Appendix C) Failure to timely file (30 work days) a grievance will serve as a waiver of such grievance.
- B. The written grievance shall contain a statement of the facts upon which the grievance is based and a reference to the specific provision of this agreement that is alleged to have been violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the Superintendent and the Association. The grievant shall have a right to request a hearing before the building principal. Such requests shall be granted and such hearings shall be conducted within five (5) work days after the receipt of such request. The grievant shall have the right to be represented at such hearing by a representative of the Association.
- C. The building principal shall take action on the written grievance within five (5) work days after the receipt of said grievance, or, if a hearing is requested, within five (5) work days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent, and the Association within five (5) work days. (See Appendix C)

**Section 2.06            STEP THREE**

- A. If the action taken in Step Two by the building principal does not resolve the grievance to the satisfaction of the grievant or no decision has been rendered by the principal or the Superintendent designate within ten (10) work days, such grievant may appeal in writing within five (5) work days to the Superintendent with a copy of said appeal filed with the building principal and the Association.
- B. Upon request, a hearing shall be conducted by the Superintendent within five (5) work days after the receipt of the request. The aggrieved shall have the right to be represented at such hearing by the Association.
- C. The Superintendent shall take action on the appeal of the grievance within ten (10) work days after the receipt of the appeal, or, if a hearing is requested, within ten (10) work days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the Unit Member, the building principal, and the Association within ten (10) work days. (See Appendix C)

**Section 2.07            STEP FOUR**

- A. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within ten (10) work days after the conclusion of the hearing, the grievant may within five (5) work days request the Association to refer the grievance to the American Arbitration Association. The Association shall give written notice of arbitration to the Board within three (3) work days of such request. -Selection of the arbitrator will be completed according to the rules and regulations of the American Arbitration Association.
- B. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue a decision in keeping with the normal procedures of the American Arbitration Association.
- C. The arbitrator shall limit a decision strictly to the application and interpretation of this Agreement and the arbitrator shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, or responsibilities of the Board, applicable law, and rules and regulations having the force and effect of law. The arbitrator's decision shall be in writing and shall be binding on both parties.
- D. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual necessary travel and subsistence expenses, shall be borne in whole by the losing party.

**Section 2.08                    RIGHTS OF THE GRIEVANT(S) AND ASSOCIATION**

- A.     The grievant has the right to Association representation at Step One through Step Four hearings involving the grievance.
- B.     The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. The Association shall be provided copies of all documents related to all grievances including settlement proposals, related Memorandum of Understanding and final settlement document. The Association shall be party to all grievances. The terms, conditions and provisions of all grievance settlements shall be subject to the approval of the Association.
- C.     Grievance forms shall be attached as an Exhibit of this Agreement and it shall be the exclusive right of the Association and building administration to issue forms to grievants.
- D.     Meetings and hearings held under the grievance procedure shall be conducted at a mutually agreed upon time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- E.     A grievance may be withdrawn by the grievant at any time without prejudice.

## **ARTICLE 3 - BOARD/ASSOCIATION RIGHTS**

### **Section 3.01           BOARD RIGHTS CLAUSE**

#### **A.     BOARD RIGHTS**

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operation of the district. These rights include, but are not limited to, such areas of discretion or policy as described below:

1.     The determination of qualifications and standards for Unit Members,
2.     The hiring, promotion, assignment, and direction of Unit Members,
3.     The suspension, discharge, release or other disciplinary action against Unit Members, and:
4.     The determination of methods, means, and personnel by which the employer's operations are to be conducted.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement.

### **Section 3.02           PAYROLL DEDUCTION**

- A.     The Board shall deduct from each Unit Members' salaries the unified Association dues, assessments, fees, and political contributions.
- B.     Dues of certified/licensed staff members for professional Unit Membership shall be deducted by the Treasurer of the Board in twenty (20) equal installments beginning the first pay in October annually.
- C.     Deduction will continue in effect until the entire authorized deductions are made or until the Unit Member requests in writing to the Treasurer that such deductions are to be discontinued.

- D. The Board will check-off uniform membership dues during the school year on the basis of individually signed volunteer check-off authorization cards. All such authorization cards shall be voluntarily signed by the Unit Members. It is understood that such authorization may be revoked by said Unit Member upon giving of written notice to the Board and the Association. The Association shall furnish to the Board each school year at least two (2) weeks prior to first deduction an alphabetical list of its members who have authorized payroll deductions and the amount to be deducted by the Board.
- E. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any unacceptable action taken or not taken by the Board or its agents in reliance upon signed payroll dues deduction cards, or written revocation of same.

### **Section 3.03 VISITS TO SCHOOL**

#### Association Business

- A. If requested by the Association, up to a total of four (4) days leave per year shall be granted for Association activities. Such leave shall be used in full day increments, with advanced notification to Superintendent. The Association will reimburse the District for the cost of the substitute for the two (2) days. For clarification purposes, this language allows for four (4) days total Association Leave, not four (4) days per bargaining unit member.
- B. The Association President or designee(s) will be provided speaking time on the Board's meeting agenda, if requested in writing five (5) working days in advance of the meeting. This will allow time for inclusion in the agenda; however, the public speaking time will be subject to participant requirements as stated in the Board Policy.
- C. The President of the Association and/or the OEA Labor Relations Consultant (LRC) may visit schools prior to or after the contractual day. Either prior to or immediately upon arrival at any school, the President and/or the LRC shall notify the Principal or his/her designee of his/her visit. Any visit to the school by the President and/or the LRC shall not interfere with the program of instruction taking place in that building.



**Section 3.04            AVAILABILITY TO ASSOCIATION**

- A.     An electronic copy of the agenda of each regularly scheduled Board meeting and an electronic copy of the approved minutes of the previous meeting shall be posted on the Board's website and emailed to all staff members at their district-provided email addresses. Such agendas and minutes shall be available in the Administrative Secretary's office at the same time as such materials are released for distribution to Board members, administration, and the press.
- B.     The Association President shall be provided with one (1) copy of all written policies, rules, regulations, and procedures of the Board and any subsequent amendments, and in addition, copies of this information should be readily available to each building/worksite.
- C.     The Board will place the BEA President on its list of individuals who will receive Board packets, including addendums. Materials given to Board Members at the meeting will be given to the BEA either prior to or during the meeting.
- D.     Upon request by the Association, the Board shall furnish the Association information related to its financial and educational operation. Such information shall be provided to the Association no more than once per month when the Board receives its information.

**Section 3.05            BULLETIN BOARD SPACE**

- A.     The Association shall be provided bulletin board space in the Unit Members' workrooms for posting official notices (and other official material relating to Association activities).

**Section 3.06            COMMUNICATION WITH UNIT MEMBERS**

- A.     The Association representatives shall make a presentation about the Association during any new Unit Member orientation program.
- B.     The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings, with prior notification to the administrator holding the meeting.
- C.     The Association shall have the right to utilize the mailboxes and electronic mail of Unit Members. Placement of materials in mailboxes will be made by the building representative or his/her designee.

- D. The Board shall provide the Association President with the names, addresses, building assignments, and phone numbers of all bargaining unit members.
- E. Board may allow the use of facilities for one (1) Association meeting during the contracted unit member work day with the permission of the Superintendent. Said meeting will not interrupt nor interfere with class instructional time.

**Section 3.07 FAIR SHARE FEE**

**A. NOTIFICATION OF THE AMOUNT OF AGENCY FEE**

- 1. Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association, monthly.

**B. PAYROLL DEDUCTION OF FAIR SHARE FEE**

- 1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract.
- 2. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of Unit Members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
  - a. Sixty (60) days employment in a bargaining unit position, or;
  - b. January 15

- C. The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

**D. UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR**

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

E. PROCEDURE FOR REBATE

1. Upon timely demand, non-members may apply to the Association for a rebate pursuant to the internal procedure adopted by the Association.
2. The Association represented to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
3. It is specifically understood that the Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this provision provided that:
  - a. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this agency fee provision.
  - b. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board.
  - c. The Board agrees to permit the Association or its affiliated organization to intervene as a party if it so desires and/or not to oppose the Association or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

**Section 3.08 BEA OFFICER STIPENDS**

- A. Upon written request by the BEA to the Board Treasurer, BEA Officer(s) will be paid an annual stipend by the Board in the amounts provided by the BEA. The written request will include the name of the Officer(s), and the gross dollar amount of the stipend.
- B. The Board will deduct/withhold all applicable Federal, State, and City/Local income taxes from said stipends.
- C. The total cost of the STRS contribution for said amount will be deducted from the stipend amount.

- D. The BEA will reimburse the Board the entire gross amount for the stipends of all BEA Officer(s), including the Board's share of the payments to STRS and Medicare no later than May 1 of the affected school year. A single payment will be made by check from the BEA Treasurer to the Board Treasurer within a reasonable period of time upon having received a detailed accounting of the two (2) BEA Officer(s) stipend disbursements.

**Section 3.09 BUILDING LEVEL TEAM**

- A. In each of the Elementary, Middle, and Senior High Schools there shall be a Building Level Team (BLT) comprised of unit members and administration and staff selected by the administration. BLT members shall be solicited as volunteers and will serve for two (2) years with the option to renew participation for one (1) additional two-year period.
- B. The purpose of the BLT is to foster communications among staff and administration, and provide collaboration on building initiatives, school improvement, and related activities. Any item of concern to the building staff shall be discussed at these meetings without reprisal.
- C. Any unit member may suggest items to be considered by the BLT. Issues of concern must be submitted for consideration one (1) week prior to the scheduled meeting.
- D. The BLT shall set its own procedures and meet as needed. Date and time of the BLT meetings shall be posted and communicated to unit members two (2) weeks prior to the meeting date.

## **ARTICLE 4 - UNIT MEMBER CONTRACTS**

### **Section 4.01           UNIT MEMBER CONTRACTS**

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

- A.     Name of Unit Member,
- B.     Name of school district and the Board,
- C.     Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect,
- D.     Annual compensation to be paid for the first year of the contract,
- E.     Basis of determining compensation (e.g. classroom Unit Member - BA degree - 5 years' experience), as referenced in the Negotiated Salary Schedule.
- F.     If no change of teaching assignment has been made when contracts are issued, Unit Members may assume that they will have the same teaching assignment for the next school year. If the Superintendent determines that the educational needs of the district require a change of teaching assignment after the contract is issued, the Unit Member will be given prompt notice of such change, and
- G.     Provision for signature and date of signature of the Unit Member being contracted.

### **Section 4.02           CONTRACT YEAR**

- A.     The contract year defined below for certified/licensed teaching personnel shall include all days school is open for instruction and other days necessary for in-service education, orientation, parent/Unit Member conferences, and other reporting requirements.
- B.     Unit Members in their first year of employment shall have one hundred eighty-five (185) total work days.
- C.     Unit Members with one (1) or more years' experience in the Bethel Schools shall have one hundred eighty-four (184) total work days.

### **Section 4.03            TERMINATION AND NON-RENEWAL**

Termination of contracts by the Board shall be in accordance with Section 3319.16 of the *Ohio Revised Code*.

Non-renewal of limited contracts shall be in accordance with *Ohio Revised Code* Section 3319.11 except that the term "evaluation procedures" as used therein shall mean those procedures established pursuant to Article V of this Agreement and not to the procedure specified in the *Ohio Revised Code* Section 3319.111.

Supplemental contracts shall be automatically non-renewed annually in accordance with Section 3319.11 of the *Ohio Revised Code*.

### **Section 4.04            UNIT MEMBER WORK DAY**

- A.    The starting and dismissal times for students may vary from building to building provided, however, the length of the Unit Member's work day does not exceed seven (7) hours and fifteen (15) minutes exclusive of the Unit Member's one half (1/2) hour duty free lunch period and the instructional time is within the statutes set forth by the State of Ohio. If possible, the President of the Association is to be notified of any change or modification of starting and dismissal times before public announcement is made.
- B.    The starting and dismissal times for students and the duty assignments of individual Unit Members may be changed so long as such change does not increase the number of hours during which the Unit Members are required to be present.
- C.    Whenever possible, faculty meetings shall be in the confines of the Unit Member's regular school day. Any meetings held before or after the regular school day shall be voluntary. Although such meetings are considered to be voluntary, Unit Members shall make every reasonable effort to attend.
- D.    It is agreed that Unit Members shall be given compensatory time off if required to conduct district wide parent-Unit Member conferences outside of the normally scheduled hours of work. This compensatory time cannot be requested to replace regularly scheduled parent-Unit Member conferences.
- E.    Unit Members at the secondary level shall be provided with at least one (1) preparation period per day equal in length to one (1) regular class period within the regular student day. Unit Members who teach less than full time shall have their preparation time pro-rated.

- F. All professional staff members at the elementary level shall be provided with at least two hundred (200) minutes planning and conference time per week. Planning and conference time shall normally be scheduled during times when specialists are present, unless classes are suspended for special programs or activities. Unit Members who teach less than full time shall have their preparation time pro-rated.
- G. The Board shall provide Educational Aides to cover the Elementary lunch and recess duties.
- H. Each Unit Member shall have at least one half (1/2) hour uninterrupted duty-free lunch period daily.
- I. A Unit Member work day shall be scheduled on a day in January. The Unit Member Workday shall be free from mandatory administrative assignments, in-service and professional development meetings. It shall be scheduled on a day when students are not in attendance and shall be free from student instruction and/or supervision. During the Unit Member Workday, Unit Members shall arrive and depart at usual start and dismissal times, shall be free to work in their classrooms privately or in groups, shall be permitted to use their thirty (30) minute duty free lunch to participate in individual or group lunch breaks on campus or off campus.
- J. The Board shall provide the Unit Members three (3) Educational Progress Days (in the months of October, January, and April).
- K. The Board shall provide Unit Members with a two-hour early dismissal at the end of the first and third quarter to complete grade cards.

#### **Section 4.05            ASSIGNMENTS**

Prior to June 1 of each year, each principal will meet with staff members if it is anticipated that their assignment will change for the upcoming school year.

Any change in assignment after June 1 shall occur only after consulting with the affected Unit Member(s).

#### **Section 4.06            CLASS SIZE**

- A. The Board and the BEA recognize that the student-Unit Member ratio is an important part of effective and quality instruction. It is agreed that the number of students assigned to a Unit Member must reflect an efficient use of the Unit Member's time to develop and implement diversified, quality lessons to address the academic needs of his/her students and meet curricular standards.

- B. Unit members have the option to discuss with their Principal and Superintendent any relevant student background data that assists the Principal in determining class assignment. At the request of the BEA President, the Superintendent shall advise the BEA President and those Unit Members so affected, of increasing class sizes.
- C. Special consideration will be made of assigning students enrolled in special needs programs (e.g. IEP's, 504 Plans) to a variety of Unit Members to ensure quality instructional opportunities. Consistent with the student documents.
- D. Enrollment in special education classes will be closely monitored and maintained as per directives of the ODE's Office for Exceptional Children. When a 504/IEP Plan involves changes in classroom working conditions, such conditions will be reviewed with the Unit Member of record and any assigned educational aides prior to any implementation. All unit members of record responsible for implementation will receive all relevant and available student documents.

#### **Section 4.07 INCLUSION/SPECIAL EDUCATION**

- A. Inclusion shall mean the placement of Special Needs students in the classroom of non-special education Unit Members.
- B. The Board will provide training for all regular Unit Members dealing with "included" students. Said training shall include methods of safely dealing with and disciplining such students, emergency medical procedures, and Unit Member responsibility and liability in regard to these students.
- C. The Unit Member of special education students may request additional training for the purpose of instructing students with special needs.
- D. All regular classroom Unit Members who have "included" students shall be invited to participate in the preparation of the IEP and may be invited to attend the IEP meeting for each of the "included" students.
- E. The Unit Member assignment of students for inclusion shall be made on an equitable basis. Unit Members of special education with included students may request a reduction of their total student class size.
- F. The regular classroom Unit Member who is assigned to teach students with special needs shall have the assistance of a certificated/licensed, special education Unit Member, and any IEP mandated supplemental services.
- G. The classroom Unit Member shall not be responsible for any lifting, diapering, catheterization or any technical procedures with any student.
- H. The Unit Member shall be responsible for the academic requirements defined in the IEP of a student with special needs.



- I. Issues which may develop within the classroom will be addressed in an expeditious manner by the administration.

#### **Section 4.08 ARRANGEMENTS**

Arrangements for Open House to be held during the month of August/September may be made by a committee appointed by the Superintendent consisting of representatives of the Association from the elementary, junior, and senior high schools, non-certificated/licensed staff, parents, students, and administrative staff.

#### **Section 4.09 PARENT CONFERENCES AND OBSERVATIONS**

Although cooperation and communication between parents and Unit Members is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a Unit Member's daily responsibilities must be protected. The Unit Member and the administrator will select a conference or observation time that is mutually agreeable to parents and Unit Member. If a mutually agreeable time cannot be found, the administrator will offer at least two (2) conference or observation times. The Unit Member will select from the presented options.

#### **Section 4.10 NON-DISCRIMINATION**

The Board shall not discriminate with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, or political opinions/affiliations. The Board shall not discriminate against Unit Members because of membership in the Association or participation in Association activities.

#### **Section 4.11 CONTINUING CONTRACT**

##### **A. PROCEDURE FOR CONSIDERATION OF CONTINUING CONTRACT STATUS**

Any Unit Member anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year in which the Unit Member becomes eligible. The Unit Member must have on file by March 1 of the school year of tenure eligibility either:

1. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1,

1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
  - a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
  - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
3. The Unit Member must have taught for at least three (3) of the last five (5) years in the Bethel Local School District. If the Unit Member attained continuing contract status in another school district, the Unit Member must have served at least two years in the Bethel Local School District and be re-employed by the Board in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.
4. The Unit Member may withdraw an application for continuing contract on before January 1 without penalty.

#### B. EXTENDED LIMITED CONTRACTS

The Superintendent may recommend reemployment of the Unit Member, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the Unit Member written reasons directed at the professional improvement of the Unit Member on or before the thirtieth (30<sup>th</sup>) day of April. Upon subsequent reemployment of the Unit Member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

## **Section 4.12            INDEPENDENT STUDY**

Infrequently a Unit Member, may be asked to include an additional student within his/her single class period as an Independent Study student. The following procedure will be followed when assigning a student in an academic class as an Independent Study student.

1. Participation as an Independent Study Unit Member will be voluntary.
2. Requests of a Unit Member to be the Unit Member of record of an identified Independent Study student will come from the guidance counselor.
3. Upon acceptance, the Unit Member will participate in a meeting with the assigning guidance counselor, building principal, parent(s) or guardian(s), and the Independent Study student to review/discuss the course syllabus, academic requirements, Unit Member responsibilities, and student responsibilities.
4. At no time will the enrollment of an Independent Study student exceed the maximum number of students allowed for that class period.
5. At no time will the presence of an Independent Study student interfere, interrupt, or disrupt the scheduled classroom instruction.
6. The Superintendent will be the sole authority in determining and assigning the academic grade.
7. The volunteer Unit Member of records will receive a one-time stipend of two hundred fifty dollars (\$250) per student, per semester. Payment will be made within one (1) week after submission of semester grades.

## ARTICLE 5 - INVOLUNTARY TRANSFER

### **Section 5.01           JOB OPENINGS**

- A.     A vacancy shall be defined as an open position, which the Board intends to fill, caused by:
  - 1.     An Unit Member's leaving employment as a result of a termination, resignation, retirement or death.
  - 2.     An Unit Member's non-renewal.
  - 3.     An Unit Member's transfer to another bargaining unit position.
  - 4.     An Unit Member's assuming a non-bargaining unit position.
  - 5.     An Unit Member's leave of absence for more than sixty (60) working days and it is not specifically provided for in the Contract that the Unit Member retains the right to return to the same position.
  - 6.     The creation of a new bargaining unit position.
    - a.     A Unit Member suffering a RIF from full time to part-time should be considered for full-time status prior to the recall of a Unit Member with less seniority from the RIF list and/or the hiring of a new Unit Member to fill a new position or vacancy for which the Unit Member is properly credentialed. Any part-time Unit Member should be considered for a full-time vacancy before hiring of a new Unit Member. These considerations are in light of performance evaluations and proper certification/licensure.
- B.     A transfer shall be defined as a change in assignment by an Unit Member from one bargaining unit position to another.
- C.     An involuntary transfer shall be defined as a Superintendent initiated reassignment of a Unit Member.

### **Section 5.02           POSTING OF A VACANCY NOTICE**

- A.     The vacancy notice shall be posted within five (5) work days or seven (7) calendar days, if during the summer break, or the official notification of an Unit Member's resignation, retirement, or date of discharge or Board action to create a new position.
- B.     The vacancy notice shall be posted openly on all Unit Member bulletin boards, with a copy sent to the Association President.

- C. The vacancy notice shall include the position title, minimum requirements of the position, and location of assignment.
- D. The posting period shall be for five (5) work days or seven (7) calendar days during the summer break unless waived by mutual agreement by the Superintendent and Association. Unit Members wishing notification of posting during the summer break must fill out a form in the superintendent's office before they leave on break. Unit Members must provide address and phone number(s) where they can be contacted. Position will not be held open for an Unit Member on extended vacation.
- E. Nothing in this agreement shall require the Board to fill any vacancy.

**Section 5.03 VOLUNTARY TRANSFER**

- A. An Unit Member under contract or recommended for renewal in April will be given preference for a voluntary transfer, provided the Unit Member does one of the following:
  - 1. Completes an intent form distributed by the administration to provide written notice to the Superintendent of his/her interest in a vacant position. This notice shall state in order of preference, where applicable, the building desired, grade level desired, and/or subject area desired; or
  - 2. Within five (5) calendar days after the first day of posting of a vacancy, the Unit Member provides written notice to the Superintendent of his/her interest in the position.
- B. All Unit Members who apply and who are qualified for a new or vacant position will be considered for such positions. Unit Members who apply but are not selected for a transfer may request a conference with the Superintendent or designee to discuss the reason(s) for the denial of the transfer. If requested by the Unit Member, the Superintendent or designee will provide the reason(s) for the denial in writing.

**Section 5.04 INVOLUNTARY TRANSFER PROCEDURE**

- A. If no Unit Member requests or is transferred to the posted vacant position, the Superintendent may transfer an Unit Member to the vacant position.
- B. No Unit Member shall be involuntarily transferred in an arbitrary manner or for disciplinary reason(s).
- C. Any Unit Member involuntarily transferred shall be given written reason(s), prior to the transfer. The Unit Member may request a meeting with the principal and/or the Superintendent to discuss the written reason(s).

**Section 5.05 FILLING OF A VACANCY**

No vacant position shall be filled using any other method than that stated in this Contract.

**ARTICLE 6 - SENIORITY**

**Section 6.01 SENIORITY DEFINED**

The "Board" shall establish seniority lists for Unit Members and submit them to the "Association" President each year in October. Such lists will be deemed to be conclusive as to seniority unless objections are raised by BEA or any Unit Member within two (2) weeks after the lists are given to BEA.

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the date of hire by the Board for a non-supplemental teaching bargaining unit position.
- B. Seniority shall accrue for all time an Unit Member is on active pay status or is receiving worker's compensation benefits.
- C. Time spent on inactive pay status (unpaid leave or reduction in force) shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.
- D. No Unit Member shall accrue more than one (1) year of seniority in any work year.
- E. Anyone who resigns, retires or is discharged and then is re-employed, shall have their seniority accrue starting with the most recent day of hire. Years before the break in employment shall not count for seniority.
- F. Seniority rights shall be extended to any member who provides service for fifty percent (50%) or more of a regular teaching day during the contract year.
- G. The Board and Association recognize that the provisions of Ohio Revised Code 3319.17 replace any conflicting language in this agreement, pertaining to Seniority, Equal Seniority, Reduction in Force and Recall.

**Section 6.02 EQUAL SENIORITY**

A tie in seniority shall occur when two (2) or more Unit Members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior Unit Member.

- A. The Unit Member with the first day worked in a non-supplemental teaching bargaining unit position; then
- B. The Unit Member with the earliest date of employment (date of hire) by the Board;
- C. By lottery, with the most senior Unit Member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

### **Section 6.03 SUPERSENIORITY**

For reduction in force purposes only, Unit Members employed under continuing contract shall have greater seniority than Unit Members employed under limited contract.

### **Section 6.04 REDUCTION IN FORCE**

- A. When it becomes necessary to reduce the number of Unit Member positions for the reasons set forth in the Ohio Revised Code Section 3319.17, the following procedures will apply.
- B. Implementation of a reduction in force shall occur at no other time than the beginning of a school year or except for reductions made necessary by the return of an Unit Member from a leave of absence.
- C. Any reduction will first be made through attrition resulting from resignations, retirements, non-renewals, terminations and transfers with the vacancies created filled utilizing the procedures set forth in Article V.
- D. Seniority is no longer the sole determining factor in RIF and can only be used when determining the RIF order of Unit Members who have comparable evaluation ratings.
- E. Thirdly, any Professional Staff Member displaced from his/her current teaching assignment due to reduction in force may bump the most junior Professional Staff Member in another teaching field in which he/she is certificated/licensed, provided such certification/licensure is on file in the Superintendent's office. In no event shall a Professional Staff Member without a continuing contract or part-time Professional Staff Member without a continuing contract exercise bumping rights over a full-time Professional Staff Member with a continuing contract.

When a full-time teaching position is reduced to less than full time, it shall be considered a RIF. All RIFs shall be conducted in accordance with the provisions set forth in this agreement. A Unit Member suffering a RIF from full time to part time should be considered for full time status prior to the recall of a Unit Member with less seniority from the RIF list and/or the hiring of a new Unit Member to fill a new position or vacancy for which the Unit Member is properly credentialed. The considerations are in light of performance evaluations.

- F. If additional reductions are necessary, continuing contract Unit Members in the certification/licensure area(s) affected by the reduction will be reduced by suspending contracts in the reverse order of seniority (i.e. the least senior Unit Member is reduced first). Only if it is determined that their most recent Unit Member evaluations are comparable.

Comparable shall be defined based on the final summative ratings on the most recent Unit Member evaluation document. If/When there is disagreement regarding the determination of comparable, the matter shall be considered appropriate for resolution through the grievance procedure.

- G. The Superintendent shall give written notice of the intent to recommend suspension of contracts to the affected Unit Members. This notification shall be given no less than eight (8) calendar days prior to the Board meeting at which the action to reduce staff will be taken.

## **Section 6.05            RECALL**

- A. Unit Members whose contracts have been suspended as a result of a reduction in force shall have the following rights:
  - 1. The Unit Member shall remain on the recall list for two (2) years.
  - 2. The Board shall make no new appointments while there are properly certificated/licensed Unit Members with suspended contracts available on the recall list to fill vacancies.
  - 3. Unit Members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.
  - 4. Unit Members whose continuing contracts have been suspended shall have the right of restoration to continuing service status in accordance with ORC 3319.17.
  - 5. Unit Members who wish recall shall keep their current address and certification/licensure on file with the Superintendent.



6. Notice of recall will be by certified letter to the last known address of the Unit Member. Within seven (7) calendar days of receipt of the notice, the Unit Member must indicate in writing to the Superintendent his/her intent to accept or decline a recall. Failure to respond in writing within seven (7) calendar days will signify forfeiture of all recall rights and resignation of employment.
7. An Unit Member who declines to accept an offer of recall to an equal (i.e. Fulltime/Part-time) position, as previously held, will forfeit all recall rights and will be deemed to have resigned his/her employment.

**Section 6.06            STATUTORY CONSIDERATIONS**

- A. It is the express understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

## ARTICLE 7 – EVALUATION

### **Section 7.01           TEACHER EVALUATION**

(Teacher will be used instead of Unit Member for this section)

#### **I.       OVERVIEW**

- A.     The Bethel Local School District will utilize the Ohio Teacher Evaluation System (OTES) as the foundation of the evaluation process. These standards provide the instructional staff and administration with a common language and a set of skills to enable administration to successfully evaluate educators.
  
- B.     As a result of HB 153, SB 316 and Substitute HB 362 the Board of Education has adopted a teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education.
  - 1.     The Board adopts the Ohio Teacher Evaluation System “OTES” model as approved by the State Board of Education.
  - 2.     Each evaluation will have a rating of (4) Accomplished; (3) Skilled; (2) Developing; or (1) Ineffective.
  - 3.     The rating must be based on teacher’s performance (50%) and Student Growth Measures (SGMs) (50% each).
  - 4.     The teacher’s performance measures require at least two scheduled formal observations and walkthrough visits.
  - 5.     All formal evaluations and walkthroughs, including post-observation conferences must be completed by May 1st and the teachers must be provided with a written copy of the evaluation results by May 15th.
  - 6.     After each post-observation conference, teachers have three (3) days to submit additional evidence related to their observation.
  
- C.     "OTES" stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education. This evaluation program has been developed in consultation with teachers employed by the Bethel Local Schools Board of Education.

- D. A District Evaluation Committee (EC) composed of four (4) Association members appointed by the Association President and four (4) administrators appointed by the Superintendent will be established as delineated in Section 20 of this Master Agreement. The Committee will meet at least annually to make recommendations regarding the teacher evaluation procedure, if needed. The EC will also meet to convene the OTES Procedural Appeal Committee, as needed. The Committee will submit any of its recommendations to the Association for ratification no later than June 1. Upon ratification by the Association, the Committee's recommendations will be submitted to the Board of Education for approval. Any and all changes to the Teacher Evaluation Policy will take effect upon approval of the Board.
- E. The Committee will also meet to discuss any changes in the law regarding the Ohio Teacher Evaluation System. The committee will convene within two (2) weeks of the date on which the applicable legislation is signed into law. The Committee will submit any recommended changes to the Association for ratification no later than one (1) month from the date on which the applicable legislation is signed into law. Upon ratification by the Association, the Committee's recommendations will be submitted to the Board of Education for approval. All Committee procedures and functions will be determined by action of the Committee. The timelines set forth above may be altered by action of members of the Committee and adherence to its procedures.

## II. PURPOSE

- A. To serve as a tool to advance the professional development of teachers
- B. To inform instruction.
- C. To provide Boards of Education with information about district-wide priorities concerning staff development, strategic planning and preservation of a high quality public school system.
- D. To assist teachers and administrators in identifying and developing best educational practice that offers the greatest opportunity for student learning and achievement.

### III. STANDARDS-BASED TEACHER EVALUATION

- A. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth. Each teacher evaluation will result in an effectiveness rating of:
  - 1. Ineffective
  - 2. Developing
  - 3. Skilled
  - 4. Accomplished
- B. The specific standards and criteria for distinguishing between these ratings/levels of performance will be the same as those developed by the State Board of Education, which are incorporated herein by reference.
- C. The Superintendent will annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.
- D. Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth (SGMs) with each teacher determining the SGMs projection. The SLO Committee will review and approve all SLOs. The SLO Committee has the right to request evidence of the stated projected student projected growth measure.
- E. The Student Learning Objective (SLO) is due at the end of the first nine weeks. The SLO result may be due by May 15. However, no employment decisions will be made until the evaluation process is complete.
- F. The Board of Education (“Board”) of Bethel Local Schools (“District”) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.
- G. Policy will be reviewed by reconvening the District Evaluation Committee annually and the committee will revise the policy as necessary.

#### IV. DEFINITIONS

- A. Teachers are those individuals who meet one of the following four categories:
1. Teachers working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  2. Teachers working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least fifty percent (50%) of their time providing content-related student instruction; or
  3. Teachers working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of their time providing content-related student instruction; or
  4. A teacher working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
- B. "Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenewal a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation (s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.
- C. "Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

- D. "Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.
- E. "Comparable Evaluations" – Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished." Seniority will not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.
- F. Principals and assistant principals will be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.
- G. This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or "other administrator" as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

#### V. ASSIGNING AN EFFECTIVENESS RATING

- A. Each evaluation will result in an effectiveness rating of "Accomplished," "Skilled" "Developing," or "Ineffective." An effectiveness rating is based on fifty percent (50%) of teacher performance and fifty percent (50%) on multiple measures of student growth. All three of the above elements will be combined to reach a teacher's final summative effectiveness rating.
- B. The Board will annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

#### VI. CALCULATING TEACHER PERFORMANCE

- A. Teacher Performance is evaluated during the two cycles of formal observations during the applicable school year using evidence provided by the teacher during pre-observation and post-observation conferences and periodic classroom walkthroughs. All meetings, walkthroughs and sources of evidence for the first cycle must be completed and compiled by the end of first semester. All meetings, walkthroughs and sources of evidence for

the second cycle must be completed and compiled by May 1<sup>st</sup>. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they.
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

## VII. CALCULATING STUDENT GROWTH MEASURES

A. For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

1. Teacher-level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
2. ODE Approved List of Assessments: Assessments, if utilized by the district, may be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the

fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, will establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction
- B. Unit members will determine the student population to be measured, the assessment to be utilized and the student growth target. Unit members may be asked to provide justification in calculating the student growth target.
  - C. In the calculation for student academic growth, a student who has forty-five (45) or more excused or unexcused absences for the school year will not be included.
  - D. Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above;" 2) "Expected;" and 3) "Below."

#### VIII. EVALUATION TIME LINE

- A. Except as otherwise provided in this policy, all instructors who meet the definition of "teacher" under ORC 3319.111 and this policy will be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. The first formal observation will be completed by the end of the first semester. The second formal observation will be completed by April 1<sup>st</sup> of the applicable year.
- B. Teachers on a limited contract who are under consideration for nonrenewal will receive three (3) formal observations in addition to periodic classroom walkthroughs as required by ORC 3319.111. All will be completed by May 1<sup>st</sup> of the applicable school year.
- C. Teacher who received a rating of "Accomplished" on his/her most recent evaluation will be evaluated in accordance with the process set forth in this policy once every three (3) school years so long as the teacher's student academic growth measure, for the most recent school year for which data



is available, is average or higher as determined by the Ohio Department of Education.

- D. In any year that a teacher is not evaluated in accordance with the process set forth in this policy, an individual qualified to evaluate a teacher pursuant to applicable law will conduct one (1) observation of the teacher. There is no expectation that said observation will be a formal observation.
- E. If a teacher's student academic growth measure is lower than average, the teacher will be evaluated in accordance with the process set forth in this policy during the subsequent school year. *For example*, if a teacher received a rating of Accomplished during the 2017-2018 school year, but his/her student academic growth measure is below average for that school year, he/she will be evaluated in accordance with the process set forth in this policy during the 2018-2019 school year.
- F. A teacher who received a rating of "Skilled" on his/her most recent evaluation will be evaluated in accordance with the process set forth in this policy once every two (2) school years so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher as determined by the Ohio Department of Education provided. In any year that a teacher is not evaluated in accordance with the process set forth in this policy, an individual qualified to evaluate a teacher pursuant to applicable law will conduct one (1) observation of the teacher. There is no expectation that said observation will be a formal observation.
- G. All observations, forms and meetings will be completed by May 1<sup>st</sup>. Each teacher will then be provided a written report of the results of his/her evaluations by May 15<sup>th</sup>. If nonrenewal is being considered, a written notice of nonrenewal will be provided by June 1<sup>st</sup>
- H. In evaluating teacher performance, the Board will utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.
- I. To maintain consistency, each unit member will have only one (1) evaluator per year unless an alternative evaluator is requested by the unit member.

- J. Administration may evaluate any teacher not on an evaluation cycle with just cause. The evaluation will follow the formal observation procedures outlined.

#### IX. FORMAL OBSERVATION PROCEDURE

- A. The first formal observation will be preceded by a conference between the evaluator and the teacher prior to the observation to allow for the teacher to explain plans and objectives for the classroom situation to be observed. To encourage teachers to provide evidence, an evaluator may choose to use a questionnaire or a checklist. A teacher must be notified one (1) week in advance of a scheduled observation.
- B. A post-observation conference will be held within three (3) weeks after each formal observation. During both pre-observation and post-observation conferences, teachers will be given the opportunity to provide additional evidence of support. All such evidence will be accepted, reviewed and fully considered by the evaluator.
- C. All evaluator meetings with the teacher related to the first formal observation, including post-observation conference must be completed by the end of the first semester of the applicable school year. All evaluator meetings with the teacher related to the second formal observation, including a post-observation conference must be completed by May 1<sup>st</sup> of the applicable school year.
- D. Additional formal observations may be conducted by mutual agreement between the evaluator and the teacher or as required when the Board is considering non-renewal of a teacher's limited contract.

#### X. INFORMAL OBSERVATION/CLASSROOM WALKTHROUGH PROCEDURE

- A. Classroom walkthroughs will take place periodically throughout the year. Walkthroughs will be no less than five (5) minutes and no longer than fifteen (15) minutes in duration.
- B. Data gathered from the walkthrough will be recorded on the Teacher Walkthrough Form. A completed form will be shared with the teacher within three work days.

## XI. CREDENTIALLED EVALUATORS

- A. The Board will authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. Each teacher evaluation conducted under this policy will be conducted by someone
  - 1. who is eligible to be an evaluator in accordance with ORC 3319.111(D) and
  - 2. who holds a credential established by ODE for being an evaluator.
- B. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

## XII. ASSESSMENT OF STUDENT GROWTH

- A. In determining student growth measures, the Board adopts the Ohio Department of Education's OTES, which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.
- B. In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending on the instructor involved:
  - (A1) Teachers instructing in value-added subjects exclusively;
  - (A2) Teachers instructing in value-added courses, but not exclusively;
  - (B) Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available.
  - (C) Teachers instructing in areas where no teacher-level value-added or approved vendor assessments are available.
- C. For "A1" teachers value-added data will be utilized for the full fifty percent (50%) of the student growth measure in the evaluation process.
- D. For "A2" teachers, value-added data and locally determined measures will be utilized to determine student growth proportionate to the teacher's teaching assignment. The locally determined measures for the remaining proportionate student growth will be developed, assessed and recorded by

“A2” teachers. Student growth measures may consist, in part, of District approved Student Learning Objectives (SLOs). For “A2” category teachers, student growth measures will constitute fifty percent (50%) of the evaluation process.

- E. For “B” teachers, vendor assessments will be employed, when possible. If appropriate vendor assessments are not available, then the locally determined measures for student growth will be developed, assessed and recorded by the “B” teachers. Student growth measures may consist, in part, of District approved Student Learning Objectives (SLOs). For “B” category teachers, student growth measures will constitute fifty percent (50%) of the evaluation process.
- F. For “C” teachers, for whom neither teacher-level, value-added data, nor Ohio Department of Education-approved vendor assessments are employed, the locally determined measures for student growth will be developed, assessed and recorded by the teacher of record. Student growth measures may consist, in part, of District approved Student Learning Objectives (SLOs). For “C” category teachers, student growth measures will constitute thirty-five (35%) of the evaluation process with the remaining fifteen (15%) being assessed by alternative measures.
- G. SLO’s will be authored by the teacher of record and based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessments, Growth Targets, and Rationale for Growth Targets. When new SLOs are developed or revised, the process will include consultation with other teachers and approval by the SLO Committee.
- H. Data from these approved measures of student growth will be scored on five levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three levels of student growth:
  - 1. Above
  - 2. Expected
  - 3. Below

### XIII. FINAL EVALUATION PROCEDURES

- A. Each teacher's performance rating will be combined with the assessment of student growth measures to produce his/her final summative evaluation rating.
- B. Teachers will receive their final summative rating of teacher effectiveness by May 15<sup>th</sup>.
- C. All teachers' final summative rating will be registered with the ODE no later than June 10<sup>th</sup>.

### XIV. RETIRING TEACHERS

- A. Any teacher who is eligible to retire pursuant to the State Teachers Retirement System of Ohio's rules and regulations and who submits a notice of retirement to the Board of Education on or before November 1<sup>st</sup> of his/her last year of employment, will not be evaluated or required to complete any of the requirements that an Accomplished or Skilled teacher is required to complete the year or years in which the teacher is not evaluated. *For example*, if a teacher, eligible for retirement, submits a notice of retirement to the Board on or before November 1<sup>st</sup>, 2017, he/she will not be evaluated during the 2017-2018 school year.
- B. The teacher's retirement must take effect the day after the last contracted work day of the applicable school year. It is expected that the teacher will submit such notice of retirement in good faith.

### XV. DEVELOPING PROFESSIONAL GROWTH PLANS AND IMPROVEMENT PLANS

- A. Based upon the teacher's student growth measure for the most recent school year, each teacher must develop either a professional growth plan or a professional improvement plan as follows:
  - 1. Teachers, whose students have above or expected levels of student growth, will develop a professional growth plan, utilizing the components set forth in the "Teacher Evaluation Form".

2. Teachers, whose students have below expected levels of student growth, and are rated “Developing” or “Ineffective”, will develop a professional improvement plan with their credentialed evaluator. The professional improvement plan will be approved by the credentialed evaluator and utilize the components set forth in the "Teacher Evaluation Form".
3. Teachers whose students have below expected levels of student growth, and are rated “Skilled” or “Accomplished” will not develop a professional improvement plan.
4. Duration of professional improvement and professional growth plans will not extend beyond a single school year. Periodic review of improvement plans, as an in-person and/or digital meeting, will be conducted.
5. Records regarding the progress of a teacher on an improvement plan, will be maintained by the teacher and evaluator to assess progress and to plan for the future.

#### XVI. TESTING FOR TEACHERS IN CORE SUBJECT AREAS

If a teacher has received a final summative rating of "Ineffective" on evaluations for two of the three most recent school years and they teach a "core subject area", then that teacher is required to register for and take all written examinations of content knowledge in his/her core subject area as selected by ODE. Core subject area are defined as reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

#### XVII. BOARD PROFESSIONAL DEVELOPMENT PLAN

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

#### XVIII. RETENTION AND PROMOTION DECISIONS

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to assist the Superintendent on employment decisions.

## XIX. REMOVAL OF POORLY PERFORMING TEACHERS

- A. Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination when one of the following has been demonstrated:
1. Failure of a core subject area teacher, required to take a written examination, to pass such examination.
  2. Failure of a core subject area teacher, required to take a written examination, to complete required professional development
  3. Failure of a core subject area teacher to complete all required written examinations.
  4. Receipt of an "Ineffective" rating by a core subject area teacher in his/her evaluation following passage of a written examination and completion of required professional development.
  5. A teacher receiving an "Ineffective" rating for two (2) consecutive years is subject to nonrenewal or termination.
- B. Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

## XX. PROCEDURAL APPEAL PROCESS

- A. Within a teacher's Final Summative Rating, evaluators' judgments and observations are *not* grievable, any and all violations, misinterpretations, omissions and/or misapplications of proper OTES procedures and best practices, as established within the mandatory OTES training program, *are* subject to a procedural appeal filed with the Superintendent. The failure of an evaluator to perform established procedures, as required by OTES, the Ohio Department of Education and/or stipulated within this Master Agreement, during a teacher's evaluation process within all specified time limits will be the subject of an appeal. The teacher may file an appeal at any time throughout the evaluation cycle. However, such an appeal must be filed within five (5) working days of having knowledge of the violation, misinterpretation, omission and/or misapplication. When an appeal is filed, an evaluator will not enter or cause to enter any data of this evaluation until after which time the appeal is resolved.
- B. Once an appeal has been filed with the Superintendent, in the event that an evaluator did not employ proper OTES evaluation procedures, best

practices and/or failed to incorporate into an evaluation all of the evidence provided by the teacher during pre and/or post-observation conferences, the decision rendered by the Superintendent is final and is not subject to any grievance nor arbitration procedure.

- C. In addition, the following actions are considered proper and allowable responses and may be initiated by the teacher:
1. A teacher may submit a rebuttal and/or provide additional information to the evaluator within (10) ten working days of the receipt of her/his final summative rating.
  2. A teacher may request a review conference with the evaluator within ten (10) working days of the receipt of his/her final summative rating. All shared information will become part of the summative record and entered into the teacher's personnel file.
  3. A teacher may submit a formal request to the superintendent to assign a different evaluator, to be determined in consultation with the teacher, to complete the formal evaluation process of said teacher for the remainder of the current evaluation cycle in question and/or for all subsequent, formal evaluation cycles.

In the event that a teacher's evaluation has been ruled to be procedurally invalid by the Superintendent, such an evaluation will not be used in decisions regarding RIF nor Termination, but may be used to inform a teacher's professional growth. If an observation, an evaluation or any part thereof, is conducted by a person who is not properly certified/credentialed by the Ohio Department of Education, the evaluation will be considered invalid and the teacher will be held harmless from any jeopardy to their employment status.

## **Section 7.02 SCHOOL COUNSELOR EVALUATION**

### **A. OVERVIEW**

The Board of Education shall utilize the Ohio School Counselor Evaluation Rubric when evaluating school counselors. The Ohio School Counselor Evaluation Rubric ("Evaluation Rubric") consists of six standard areas which are based upon the *Ohio Standards for School Counselors* adopted by the Ohio State Board of Education in October 2015 and a seventh area focused on metric(s) of student outcomes. See, Appendix A, Evaluation Rubric.



## B. STANDARD AREAS

The Evaluation Rubric consists of indicators based on the *Ohio Standards for School Counselors*. The Evaluation Rubric describes four levels of school counselor performance for each standard area. The indicators under each standard area describe the knowledge, skills and competencies of school counselors at each performance level (Ineffective, Developing, Skilled and Accomplished). School counselors must demonstrate their ability in all six standard areas.

### 1. Comprehensive School Counseling Program Plan

Standard 1 is based upon the following *Ohio Standard for School Counselors*: School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.

### 2. Direct Services for Academic Career and Social/Emotional Development

Standard 2 is based upon the following *Ohio Standard for School Counselors*: School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

### 3. Indirect Services: Partnerships and Referrals

Standard 3 is based upon the following *Ohio Standard for School Counselors*: School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

### 4. Evaluation and Data

Standard 4 is based upon the following *Ohio Standard for School Counselors*: School counselors collaboratively engage in a cycle of continuous improvements using data to identify needs, plan and implement programs, evaluate, impact and adjust accordingly.

### 5. Leadership and Advocacy

Standard 5 is based upon the following *Ohio Standard for School Counselors*: School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

6. Professional Responsibility, Knowledge and Growth

Standard 6 is based upon the following *Ohio Standard for School Counselors*: School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

C. METRIC OF STUDENT OUTCOMES

1. The Evaluation Rubric describes four levels of school counselor performance for the metric(s) of student outcomes area. In this portion of the Evaluation Rubric the school counselor shall provide data demonstrating a variety of professional responsibilities. Such responsibilities may include, but are not limited to, designing classroom interventions and academic accommodations, promoting career and college planning (e.g. Job Fair, College Week, CCP), and providing peer support and individual counseling. Such responsibilities are intended to affect the students' skills, knowledge, well-being and behaviors. The school counselor must clearly demonstrate and provide evidence of planned, implemented programs with the goal of impacting student outcomes, encouraging academic success, fostering emotional well-being and supporting post-secondary aspirations.
2. The evaluator and school counselor shall collaboratively pre-determine the metrics that they will utilize for this portion of the Evaluation Rubric at the beginning of the evaluation cycle. If/When appropriate, the evaluator and the school counselor shall include metrics from the Board of Education's report card issued under Section 3302.03 of the Ohio Revised Code.

D. SCHOOL COUNSELOR FINAL SUMMATIVE RATING

Using the Evaluation Rubric, the evaluator shall determine the final summative rating for the school counselor: Ineffective, Developing, Skilled or Accomplished.

## E. EVALUATORS

The evaluation of school counselors must be conducted by evaluators who are approved by the Board of Education and who have successfully completed the school counselor evaluation state training.

## F. EVALUATION CYCLE

Except as otherwise provided for herein, school counselors shall be evaluated annually. The annual evaluation process shall consist of two formal observations that are each a minimum of thirty minutes in duration and informal observations. Formal and informal observations must occur during times where non-confidential activities are scheduled so no breach in confidentiality occurs. The first formal observation will be completed by December 1<sup>st</sup> of the applicable year. The second formal observation will be completed by April 1<sup>st</sup> of the applicable year.

## G. SKILLED SCHOOL COUNSELORS

1. The Board of Education shall evaluate a school counselor who received a final summative rating of Skilled on his/her most recent evaluation once every two school years so long as the metric of student outcomes is Skilled or higher on the Evaluation Rubric. During the year in which the school counselor is not fully evaluated, the Board shall conduct at least one observation and one conference. The observation(s) must occur during a time(s) where non-confidential activities are scheduled so no breach in confidentiality occurs.
2. If the school counselor's metric of student outcomes, for the most recent school year for which data is available, is Developing or Ineffective, the school counselor shall be fully evaluated in accordance with this Agreement.

## H. ACCOMPLISHED SCHOOL COUNSELORS

1. The Board of Education shall evaluate a school counselor who received a final summative rating of Accomplished on his/her most recent evaluation once every three school years so long as the metric of student outcomes is Skilled or higher on the Evaluation Rubric. During the year in which the school counselor is not fully evaluated, the Board of Education shall conduct at least one observation and one conference. The observation(s) must occur during a time(s) where non-confidential activities are scheduled so no breach in confidentiality occurs.

2. If the school counselor's metric of student outcomes, for the most recent school year for which data is available, is Developing or Ineffective, the school counselor shall be fully evaluated in accordance with this Agreement.

#### I. GROWTH PLAN/IMPROVEMENT PLAN

1. A school counselor with a final summative rating of Accomplished or Skilled shall develop a professional growth plan.
2. A school counselor with a final summative rating of Developing shall develop a professional growth plan with his/her evaluator. The school counselor must obtain approval for his/her professional growth plan from his/her evaluator.
3. A School counselor with a final summative rating of Ineffective shall develop an improvement plan with his/her evaluator. The evaluator directs development of the improvement plan. The school counselor must obtain approval for his/her improvement plan from his/her evaluator.
4. A school counselor new to the field or new to the Board of Education will begin the school year on a professional growth plan. Notwithstanding anything in this Agreement to the contrary, an evaluator has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system and provide reasonable time and support.

#### J. PROFESSIONAL DEVELOPMENT SUPPORT

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

#### K. WRITTEN REPORT

The evaluation shall be completed by the first day of May and the school counselor shall receive a written report of the results of the evaluation by the fifteen day of May.

## **Section 7.03            EVALUATION COMMITTEE**

### **A.     ESTABLISHMENT OF THE COMMITTEE**

The Association and the Board agree to establish a standing, joint Evaluation Committee (EC) for the purpose of maintaining and advising on the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers and to regularly review the effectiveness of the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers of the Bethel Local School District.

### **B.     COMPOSITION**

The EC will be comprised of four (4) Association representatives appointed by the Association president and four (4) members appointed by the Superintendent or her/his designee.

### **C.     OPERATION**

The EC will meet a minimum of once per school year.

### **D.     COMPENSATION**

All BEA committee representatives will be compensated at the rate of twenty-five (\$25) dollars per hour for participation in EC meetings occurring outside the regular workday.

### **E.     COMMITTEE AUTHORITY**

1.     The EC is responsible for jointly developing, reviewing, and recommending the policy, procedure, and process, including the evaluation instrument, for teacher evaluation.
2.     The EC will not have the authority to negotiate wages, hours, nor terms and conditions of employment.
3.     If either party wishes to consider any change or revision to the evaluation procedure and/or content, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the EC to revise the evaluation procedure and/or content, including the evaluation instrument, said recommendations will be made to the Superintendent.
4.     In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement will discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

## ARTICLE 8 - LEAVE

### **Section 8.01           SICK LEAVE**

#### **A.       ACCUMULATION OF SICK LEAVE**

1.       Unit Members shall earn fifteen (15) days of sick leave for each year of employment. Sick leave will be earned and credited at the rate of one and one quarter (1 1/4) workdays with pay for each completed month of pay.
2.       The Board shall grant and credit five (5) days of sick leave each Unit Member at the beginning of a school year regardless of whether that amount has accumulated; however, these five (5) days shall constitute a part of the total days for which such Unit Member is eligible during the year. In catastrophic situations, an Unit Member may make application for a maximum of ten (10) additional days annually. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.
3.       The maximum accumulated sick leave for any employee shall be two hundred sixty (260) days.

#### **B.       TRANSFER OF SICK LEAVE**

Any Unit Member who transfers from one public agency within the State of Ohio to another shall be credited with the amount of sick leave that accumulated in the previous assignment; however, in no case shall an amount of sick leave be transferred which exceeds the maximum accumulated sick leave permitted by this agreement.

#### **C.       TERMINATION OF EMPLOYMENT**

1.       When an Unit Member's services with the Board are terminated, all accrued sick leave shall be held and transferred upon employment by another state public agency to the account of the Unit Member, providing such re-employment takes place within ten (10) years. **EXCEPTION:** In the case of termination due to retirement, the Unit Member may apply for severance pay in accordance with applicable severance pay policies.
2.       An Unit Member who is released from service by other than retirement shall be recredited with accumulated sick leave days upon re-employment by the Bethel School District.

3. An Unit Member who has been granted a leave of absence shall retain accumulated sick leave if an Unit Member has been granted a paid leave of absence, sick leave will continue to accumulate at the rate of one and one quarter (1 ¼ ) day per month.

D. USE OF SICK LEAVE

1. An Unit Member may draw up to ten (10) days of accumulated sick leave for absence resulting from personal illness (including pregnancy, miscarriage, or abortion), injury, exposure to contagious diseases which could be communicated to others, doctor appointments, and for absences due to illness, injury, or death in the immediate family (spouse, children, stepchildren, father, mother, mother-in-law, father-in-law, and any person living in the same household as the member).

An Unit Member may use up to ten (10) days sick leave for an illness or injury of a brother, sister, relative in law, grandparents, and grandchildren. This sick leave may be granted only once during a school year for each of the aforementioned relatives.

2. An Unit Member shall be allowed three (3) days of absence without loss of pay in the event of the death of an immediate family member. Immediate family shall be defined as: wife, husband, same sex domestic partner, children, the minor or dependent children of the same sex domestic partner, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law, or another person who assumes a similar relationship to the Unit Member. This definition may be expanded to include other persons at the discretion of a requesting Unit Member's supervisor on a case by case basis.
3. An Unit Member shall be allowed one (1) day of absence without loss of pay to attend the funeral of any person not previously mentioned.
4. An additional day (or days) may be granted under Items 1, 2, and 3 above when the Superintendent's judgment indicates that such additional time is necessary.

## E. VALIDATION OF ABSENCE

No salary payment for days of absence under these provisions shall be made to any Unit Member except upon presentation to the Superintendent of a certified statement of the period and type of absence. If medical attention is required, the Unit Member's statement shall list the name and address of the attending physician and the date(s) when consulted. If the Unit Member is absent for ten (10) or more consecutive working days, the attending physician or surgeon shall certify the Unit Member's ability to return to work, if requested in writing by the Superintendent.

## **Section 8.02 SICK LEAVE BANK**

### A. PURPOSE

1. To award additional days of sick leave to Association members who experience serious health conditions or whose immediate family (spouse, child, parent) experience serious health conditions as defined in the Family and Medical Act of 1993.

### B. ELIGIBILITY

1. Only participating members may use the bank.

### C. OPERATIONAL PROCEDURES

1. As the need arises, the Association will distribute forms to all Unit Members offering them the opportunity to voluntarily donate up to three (3) days of sick leave to the sick leave bank. The Unit Members must complete, sign, and forward the form to the Association President by September 30.
2. If at least ten (10) participants are not enrolled by October 1, the bank will not be established for that school year.
3. Applications for use of donated sick leave days must be made on the sick leave bank application available from the Association President. A physician's signed statement is required with each application.
4. The application will be reviewed by the Sick Leave Review Panel of the Association and a decision will be made, based on a majority vote of the committee within ten (10) working days of receipt of the request. All decisions of the committee will be final and binding and not subject to the grievance/arbitration provisions of this Agreement.
5. Upon receiving application(s) to donate sick leave days, the Board Treasurer will deduct the donated day(s) from any Unit Member's accumulated sick leave balance within ten (10) days and transfer it to the sick leave bank.



6. The Unit Member applicant must have exhausted her/his sick leave/personal leave balance before using the awarded sick leave days.
  7. The Treasurer will act as custodian of this account
  8. Any unused donated days to the applicant will be deposited in a sick leave bank under the custodial control of the Board Treasurer. Days remaining in the sick leave bank at the end of the school year will be carried into the next school year and remain in the bank until requested by a future applicant.
- D. Sick Leave Bank Review Panel
1. The Sick Leave Review Panel will consist of the Association President and two (2) Association Members as appointed by the Association President.
  2. The Panel will meet and decide within ten (10) days of having received an application.
- E. The Association shall hold the Board harmless against any and all claims relating to the Sick Leave Bank.
- F. Provisions set forth in Section 8.02 SICK LEAVE BANK are not subject to the grievance procedure.

### **Section 8.03            PERSONAL LEAVE**

#### **A.        DAYS OF PERSONAL LEAVE**

1. The Board shall grant to each certified/licensed employee a maximum of three (3) leave days per year. Personal leave days shall not accrue or be carried over to the following year.
2. Personal leave shall not be charged against the Unit Member's sick leave.

#### **B.        USE OF PERSONAL LEAVE**

1. Leave may be granted for business transactions which cannot be scheduled or conducted during the normal workday, family affairs, observance of religious holidays, professional related reasons, or for emergency reasons necessary for an Unit Member to care for sudden conditions which call for immediate attention.
2. Except in unusual situations, as determined by the Superintendent, leave shall not be granted for the purpose of extending a holiday or during the first or last 15 days of a school year, or to extend a break in the school calendar.
3. Personal leave shall not be taken in less than one-half (1/2) day segments.

C. REQUEST FOR PERSONAL LEAVE

1. Leave days shall be requested by Unit Members on the kiosk.—Applications shall be made at least one (1) day prior to the request for leave, except for emergency situations, in which case the Unit Member may request the leave at the time of the emergency or upon request for a substitute. In the case of emergency leave, upon returning to the regular working position, the Unit Member shall complete a formal leave request form.

D. APPROVAL OR DENIAL

1. The right for approval or denial of leave lies with the Unit Member's immediate supervisor. In case of denial by the immediate supervisor, the reason shall be provided, in writing, to the Unit Member upon request. The Unit Member may appeal the decision to the Superintendent's office. The decision of the Superintendent will be final.

E. REIMBURSEMENT FOR PERSONAL LEAVE

1. At the end of each school year, Unit Members who have not used any of the paid personal leave days for that year shall be paid at the rate of one hundred twenty-five dollars (\$125) for each day. Any Unit Member who has a balance of unused personal leave will be paid at the rate of \$65.00 per day. Payment will be included in the first paycheck of the July of the applicable year.

- F. Up to two (2) days of unpaid leave per contract year may be requested by the Unit member. The Superintendent has full discretion of approval based upon the timeliness and reason of the request. The Superintendent's decision is not grievable.

**Section 8.04 PARENTAL LEAVE**

- A. A certified/licensed staff member may elect to use parental leave in lieu of or in conjunction with sick leave as specified in Section 8.01D.

### **Section 8.05            MATERNITY LEAVE**

- A.     In addition to the use of sick leave as described in Section 8.01D, after completing one (1) full year of teaching (that is after having taught the usual contractual school year) at the Bethel Local Schools, the Unit Member may request a maternity leave of absence (without pay) for reasons of pregnancy, miscarriage, or abortion, or childbirth. The request shall be made on a form provided by the Board, indicating the anticipated delivery date and beginning and ending dates of the maternity leave.
- B.     An Unit Member, prior to returning from a maternity leave of absence, must furnish a physician's certificate that she is able to perform her duties.

### **Section 8.06            ADOPTION LEAVE**

- A.     After completing one (1) full year of teaching (that is after having taught the usual a contractual school year), an Unit Member may request a leave of absence (without pay) for the adoption of a child of less than one (1) year of age. The request shall be made on a form provided by the Board, indicating the Unit Member's assignment, date of adoption, and beginning and ending dates of the leave of absence.

### **Section 8.07            PATERNITY LEAVE**

- A.     In addition to the use of sick leave as described in Section 8.01D, after completing one (1) full year of teaching (that is, after having taught the usual contractual school year), an Unit Member may request a leave of absence (without pay) if, in the opinion of the attending physician, his spouse is in need of personal care as a result of pregnancy, miscarriage, abortion, or childbirth. Request for leave shall be made on a form provided by the Board, indicating the Unit Member's assignment, nature of spouse's illness, and beginning and ending dates of the leave of absence.
- B.     LENGTH
  - 1.     Parental leave shall be for not less than thirty (30) days, shall terminate at the end of a semester, and shall not exceed two (2) semesters in length, unless an extension is mutually agreed upon.
  - 2.     An Unit Member may withdraw an application for parental leave provided the date to commence said leave has not passed.

C. PARENTAL LEAVE EFFECT ON SALARY SCHEDULES, SICK LEAVE, AND FRINGE BENEFITS

1. Parental leave time shall not be used in calculation of salary increments.
2. A Unit Member on parental leave shall retain any unused accumulated sick leave, but will not earn additional sick leave until return to service.
3. An Unit Member on parental leave may elect to continue fringe benefits in effect at the time of the commencement of the leave, provided said Unit Member pays the Board the total cost of the benefits as computed by the Treasurer of the Board at least ten (10) days prior to the date Board payment must be made. Responsibility for arrangements with the Treasurer for continuation of fringe benefits and for proper reimbursement payments shall lie with the Unit Member.

D. CONTRACT STATUS

1. Upon the return to service at the expiration of a parental leave of absence, the Unit Member shall resume the contract status held prior to such leave.
2. Unit Members who return to service from a parental leave of which begins and ends during the same school year shall resume the same teaching position.

**Section 8.08 FAMILY MEDICAL LEAVE ACT (FMLA)**

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended.
- B. The Board shall continue to pay the Board's contribution to the medical insurance plan in effect at the time for the Unit Member while they are on leave under this article.

**Section 8.09 SABBATICAL LEAVE**

- A. Sabbatical leave of absence for not longer than one (1) school year for study and research shall be granted by the Board for full-time, annually contracted Unit Members. All provisions of the Ohio Revised Code, Section 3310.131, shall be adhered to by all parties except as further provided under Sabbatical Leave in this professional agreement.

## B. ELIGIBILITY

1. In order to apply for sabbatical leave, the Unit Member must be properly certificated/licensed in his/her area of instruction, and must have completed five (5) consecutive years of regular employment in the Bethel Local School District immediately prior to application.
2. Each year, up to two (2) members of the eligible teaching staff may be granted such sabbatical leave of absence.
3. The applicant must not have been granted a sabbatical leave of absence from the Bethel Local School District during the seven (7) consecutive years of service immediately preceding current application.

## C. APPLICATION

1. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15 or October 15 preceding the school term within which the leave is desired. The application shall include an acceptable plan for spending the leave in a manner of study and research calculated to contribute to the professional effectiveness of the applicant as a Unit Member and to the best interests of the school system.
2. If there is more than one (1) applicant with equal qualifications, the Unit Member with the most seniority in the Bethel School System shall have first consideration.
3. The applicant must sign an agreement to return to service in the Bethel Local School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years, or to refund all of the compensation received from the Bethel Local School District during the sabbatical leave of absence.

## D. EMPLOYMENT WHILE ON LEAVE

1. A Unit Member on sabbatical leave shall not render teaching service for compensation in another educational institution, provided; however, that this shall not preclude the acceptance of a fellowship or other assistance in research.

## E. PAYMENT WHILE ON LEAVE

1. If the substitute (replacement) Unit Member's pay is less than the pay of the regular Unit Member who is on leave, the Unit Member on leave shall receive the difference.

**F. RETURN TO REGULAR TEACHING DUTY**

1. Upon completion of sabbatical leave, the Unit Member shall file within sixty (60) days with the Superintendent a written report of his/her education pursuits while on sabbatical leave.
2. The Unit Member returning from sabbatical leave shall be placed on the salary schedule reflecting earned credits and with no loss or gain of longevity steps due to the time spent on leave.
3. The Unit Member shall be placed in a teaching position for which he/she holds proper certification/licensure (i.e. K-8 or 7-12).

**Section 8.10 PROFESSIONAL LEAVE**

A. Since the Board recognizes the need to bring about increased professional growth of its Unit Members by attendance at workshops, seminars, and other professional improvement sessions, including observing in other schools and other educational facilities, the Superintendent may authorize leave for such purposes without pay deduction in accordance with these policies. The number of absences allowable for such professional leave is a judgment on the part of the Superintendent, subject to budget limitations.

**B. LIMITATIONS**

1. Request for absence under these policies shall not exceed a period of one (1) week.
2. No absence for professional reasons shall be granted under these policies during the three (3) days immediately preceding or following a vacation or holiday, nor at any time when the instructional process would be impaired by a Unit Member taking such leave.
3. Visitations or attendance at professional meetings shall be for purposes that will foster better educational services for the children of the Bethel School District. Ordinarily, the activity shall be directly related to the Unit Member's work assignment.
4. Attendance of Unit Members at meetings primarily for business activities of a professional organization shall not be approved unless it can be shown to the satisfaction of the Superintendent that attendance is necessary because the Unit Member is an officer of the organization or an official delegate to the meeting. For approved absence in such cases, the Board of Education shall pay only for the cost of the substitute. Other costs shall be borne by the Unit Member or by the organization requested.

C. REQUEST PROCEDURE

Requests for professional leave shall be submitted, in writing, on forms provided by the Board, to the Unit Member's supervisor no later than three (3) weeks preceding the event, if possible. The request shall state the meeting to be attended or the visitation to be made, date(s), place, method of travel, approximate expense, and any other pertinent information. The supervisor shall submit the request and a recommendation to the Superintendent for approval.

D. PAYMENT OF EXPENSES

1. The Board of Education shall pay, from appropriate funds, Unit Member costs for approved visitations or attendance at professional meetings, including the payment of a substitute, registration, travel, meals, and lodging -- contingent upon the Unit Member's submission of an expense statement on forms provided by the Board accompanied by suitable invoices or other documentation of said expenses.
2. The maximum reimbursement per member during the school year (July 1 through June 30) shall be three hundred thirty-five dollars (\$350.00). At the discretion of the Superintendent, additional reimbursement may be authorized.

E. REPORT

Each Unit Member granted leave under these policies shall file a written report form, supplied by the Board, covering the event which the Unit Member has attended. The report shall be included in the in-service education file of the Unit Member. A report is not required for Unit Members identified under Section 8.08.

**Section 8.11 LEAVE WITHOUT PAY**

- A. Absence from duty for personal business (not covered by other provisions of this Agreement) shall be classified as deduct days and result in a full loss of pay for that absence.
- B. When deductions are made for such absence, the following method of computing a day's pay shall be as follows:
  1. Total salary will be divided by the number of work days on the contract. This shall determine the daily rate and shall be used to determine the amount to be deducted.
- C. The use of leave without pay during days when school is in session must be applied for ten (10) days in advance except in an emergency. The number of days considered shall not exceed five (5) days in a school year.

- D. Deduct days will be permitted only at the discretion of the Superintendent, which determination will not be subject to the grievance procedure.
- E. It is understood that no Unit Member shall have a right to unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of an Unit Member where such Unit Member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons. To the extent that it conflicts with the provisions of Ohio Revised Code Section 3319.13, the parties agree that this paragraph replaces and supersedes that statute.

### **Section 8.12            ASSAULT LEAVE**

- A. Any bargaining unit member absent from regular duties because of a physical disability resulting from an assault on the bargaining unit member which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:
  - 1. The maximum number of days for which assault leave shall be payable to any bargaining unit member shall be forty-five (45) days.
  - 2. The bargaining unit member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
  - 3. The bargaining unit member must submit to the Superintendent verification from an attending physician that the bargaining unit member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
  - 4. The bargaining unit member must cooperate fully with the Superintendent and other public authority(ies) in the prosecution of the assailant(s).
  - 5. The bargaining unit member shall be required to file for Worker's Compensation.
  - 6. It is the intent of this Article to provide for assault leave for bargaining unit members who do not physically initiate the assault on the person. In case of a dispute as to whether or not a bargaining unit member has physically initiated an assault and it is determined through either an administrative



hearing or court action that the bargaining unit member did initiate the assault, the bargaining unit member shall be required to either: (1) refund the compensation received as assault leave, or (2) charge the assault leave against the sick leave earned by the bargaining unit member.

- B. Assault leave shall not be chargeable against sick leave except as stated in Section 8.12 A6.
- C. In the event the bargaining unit member is eligible to and receives Worker's Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Worker's Compensation benefits paid and the bargaining unit member's regular compensation. This shall be accomplished by the bargaining unit member's receiving his/her regular compensation from the Board and executing the necessary form so that such Worker's Compensation is paid directly to the Board.
- D. Falsification of any statement by a bargaining unit member to secure paid leave under this Article shall constitute cause for termination or other disciplinary action.

## **ARTICLE 9 - UNIT MEMBER PERSONNEL FILES**

### **Section 9.01 FILE LOCATION**

A personnel file for each Unit Member shall be maintained in the office of the Superintendent. This shall be considered a confidential file to the extent permitted by law.

### **Section 9.02 COVERED FILES**

Files maintained by the building administrator, anecdotal or otherwise, shall be governed by the provision of this Agreement.

### **Section 9.03 ACCESS TO FILE**

- A. Individual Unit Members and/or their designee shall have access to their personnel file upon written request. Should a Unit Member's designee require access, he/she must provide written documentation of the Unit Member's consent for them to have access.

Requests of Unit Members to have access to their personnel files shall be handled by the Superintendent or Superintendent's designee.

- B. To the extent permitted by law, individuals who shall have access to a Unit Member's personnel file shall be limited to the Superintendent, Assistant Superintendents, and other administrators who are directly involved in either the supervision of the Unit Members, or an employment decision concerning the Unit Member.
- C. A member of the general public may review records of Unit Members in the central office under the following conditions:
  - 1. The Unit Member will be given a verbal notification as soon as possible after the request is made.
  - 2. The public may have access to all records in the personnel file at the central office except the following:
    - a. Medical records
    - b. Records pertaining to court proceedings
    - c. Trial preparation records
    - d. Confidential law enforcement investigation records
    - e. Records prohibited by state and federal law
    - f. Personal information (Social Security, Home Address, etc.)
  - 3. Copies of such materials shall be provided upon written request at the current district cost per page.

#### **Section 9.04 EARLY IDENTIFICATION**

- A. Except for documents listed in Section 9.03 C2 above, information placed in the Unit Member's personnel file that may jeopardize employment status shall include the initials of the Unit Member and the administrator placing the material in the file, with the date of examination by the Unit Member and the date the material was placed in the file. The Unit Member's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. Before any written material is placed in a Unit Member's file, said Unit Member has the right to examine the material and reply in a written statement that will be attached to the file copy.
- B. Anonymous letters or materials shall not be placed in a Unit Member's file, nor shall they be made a matter of record to the extent permitted by law.

**Section 9.05 ENTRY OF MATERIALS BY UNIT MEMBER**

The professional staff member may submit work-related certificates of merit and professional awards which shall be placed in his/her personnel file.

**Section 9.06 REMOVAL OF MATERIALS IN FILE**

- A. If a Unit Member disagrees with an item placed in his or her personnel file, the Unit Member shall be permitted to write a rebuttal statement to be included in the personnel file.
- B. Information in the personnel file may be removed upon mutual agreement of the Unit Member and the administrator making the entry or the Superintendent.
- C. Any documentation used in a formal disciplinary action against a BEA member may be challenged for relevancy.

**Section 9.07 COPIES OF MATERIALS**

- A. A Unit Member will be provided a copy of any material placed in his/her file at no cost. Additional copies will be provided at the regular rate for personal copying, upon request.
- B. An employee's medical records shall not be included in the Unit Members personnel file.

**ARTICLE 10 - COMPLAINTS AGAINST UNIT MEMBERS**

**Section 10.01 COMPLAINTS AGAINST UNIT MEMBERS**

- A. In the event a formal complaint(s) or question(s) concerning a Unit Member is received, the following procedure shall be used:
  - 1. ALL complaint(s) will be addressed to the concerned Unit Member, who will meet with the complainant to discuss the complaint(s), unless such meeting is deemed impractical.
  - 2. If the matter is not resolved with this discussion, the complainant(s) shall submit a written complaint to the Building Principal, who will schedule a meeting with the parties at a mutually agreeable time to discuss the complaint(s).
  - 3. If the matter is not resolved at that level, a meeting may be sought with the Superintendent. The Superintendent will schedule a meeting to discuss the

complaint at a mutually agreeable time for the complainant(s), the affected Unit Member and his/her representative.

- B. Any complaint which is not brought to the attention of the Unit Member within ten (10) working days after the complaint is made, or upon completion of an investigation of the complaint by the administration, shall not be made the basis for disciplinary action against the Unit Member, or to affect the Unit Member's continued employment.

## **ARTICLE 11 - PROGRESSIVE DISCIPLINE PROCEDURES**

### A. DISCIPLINARY

The Administration may take progressive disciplinary action against any Unit Member for conviction of a felony or a major misdemeanor in accordance with state law, or for violations of or failure to comply with, any provisions of this contract or any reasonable rules and regulations adopted by the Board. Such disciplinary action may be imposed as follows:

### B. VERBAL WARNINGS

Administration retains the right to provide a verbal warning when appropriate to a Unit Member.

### C. WRITTEN REPRIMANDS

1. Step 1 - First Offense - The offense shall be reduced to writing by the principal and copies given to the Unit Member and Superintendent. The written warning shall be initialed and dated by the Unit Member. The initials shall not indicate agreement with the warning's content, but shows only the Unit Member has received a copy of the written warning.
  2. Step 2 - Second Offense - A written reprimand may be placed in the Unit Member 's personnel file after a conference has been held.
- D. Upon the initiative of the Superintendent for good cause shown, Steps 1 and 2 above, may be suspended and a Unit Member brought before the Superintendent or designee for disciplinary action. The Superintendent may suspend a Unit Member without pay for a period not to exceed three (3) days.
  - E. The Unit Member has the right to representation at each step.
  - F. Disciplinary action beyond Step 1 is subject to the grievance procedure as set forth in this Agreement. No Unit Member shall be reprimanded or disciplined without cause.

- G. Nothing herein shall preclude the Board from instituting termination proceedings pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

## **ARTICLE 12 – IN-SERVICE**

### **Section 12.01 IN-SERVICE**

NOTE: When completing any in-service/seminar, Unit Members are required to provide written notification which states hours attended, date, the name of the workshop and a short summary of the meeting.

- A. An ongoing In-service Committee will be formed for the duration of this agreement to appropriately plan in-service for the Bethel Local School District staff. This committee will be comprised of a Unit Member representative from each building level, an administrator, the Superintendent or his designee, and an Association representative.

## **ARTICLE 13 - PROFESSIONAL DEVELOPMENT LICENSURE COMMITTEE**

### **Section 13.01 PROFESSIONAL DEVELOPMENT LICENSURE COMMITTEE**

- A. The parties hereby agree that the Association and the Board shall be full partners in any and all activities related to the implementation and operation of the Bethel Local Professional Development and Licensure Committee (hereinafter referred to as PDLC).
- B. The responsibilities of the PDLC shall be as set forth in Section 3319.22 (C)(1) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.
- C. It is agreed that both parties shall abide by the Standards, Bylaws, and operating procedures of the PDLC as they are developed and/or amended in concert with any rules, regulations, standards, and requirements which may be issued by the State Department of Education.

## **Section 13.02 MEMBERS OF THE COMMITTEE**

It is further agreed that the Association shall choose and appoint the representative members to the PDLC pursuant to Section 3319.22 (C)(3) of the Ohio Revised Code.

## **Section 13.03 COMPENSATION**

These members shall be granted release time during the school day, if necessary, to complete any training or duties of the PDLC. For training or duties outside the contract day/year, the rate of pay for the Unit Members of PDLC shall be twenty dollars (\$20.00) per hour.

# **ARTICLE 14 - HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

## **Section 14.01 PREMIUMS**

- A. The Board shall pay eighty-three percent (83%) of the cost of either single or family plan coverage for those certificated/licensed Unit Members eligible for enrollment in the Bethel group plan and employed with the district as of June 1, 1999. The remaining seventeen percent (17%) of the cost of such insurance shall be withheld from the salaries of Unit Members enrolled in the plan. This coverage shall provide for coordination of benefits. Any Unit Member hired after June 1, 1999 or an Unit Member previously hired, but a new enrollee for the Bethel health care plan without a qualifying life change will pay twenty-two percent (22%) of the cost of either single or family plan coverage and the Board will pay seventy-eight percent (78%).
- B. The Board will provide insurance to its Unit Members through any company the Board selects provided that the coverage is comparable to or better than the current plan, as specified in the contract. In an effort to continue to keep the cost of insurance low, the Board will continually seek competitive rates.
- C. The Board will offer enrollment in a Section 125 Plan. Enrollment will be through payroll deduction. It will be administered through an outside agent.

## **Section 14.02 ENROLLMENT**

- A. Coverage is not automatic. Unit Members desiring coverage must complete an application at the time of employment or at an open enrollment period.
- B. In the event that a member has a change in marital or family status or other qualifying event, that member may opt to reenter the Board's insurance plan with no penalty or pre-existent conditions attached.

**Section 14.03      UNIT MEMBER RESPONSIBILITY**

It is the responsibility of the Unit Member to notify the Treasurer of the Board of any change which would affect his/her coverage.

**Section 14.04      MEDICAL COVERAGE**

See attached provisions in Appendix B.

**Section 14.05      DENTAL INSURANCE**

- A. The Board will purchase dental services for the Unit Member, his or her spouse, and dependent children under the age of twenty-six (26) years of age.
- B. Unit Members shall pay twenty percent (20%) of the premium for dental insurance.
- C. Specifications:

Maximum benefits per covered person	Diagnostic & Preventative Routine & Major Dental Services - \$750.00 Orthodontic - \$750.00 per person, for lifetime
Deductible - Individual	\$25.00 per year
Co-Insurance Amounts:	
Diagnostic & Preventative Services	100%
Routine Dental Services	80%
Major Dental Services	50%
Orthodontic Services	50%

**Section 14.06      LIFE INSURANCE**

- A. The Board shall pay the cost of a life insurance plan for those certificated/ licensed Unit Members eligible for enrollment in the Bethel Group Plan.
- B. The Board shall provide fifty thousand dollars (\$50,000) life insurance and accidental death and dismemberment coverage shall be provided for regular full-time certificated /licensed Unit Members. "Full-time" is defined as twenty (20) hours or more per week.

**Section 14.07      VISION PLAN**

- A. The Board will provide a vision plan to all Unit Members who desire it. Part-time Unit Members shall also be offered the same plan at a pro-rated premium reflective of their part-time status. B. The Board will pay one hundred percent (100%) of the premium for this vision plan.
- B. Coverage and applicable details of this vision plan shall be included within the appendices of this master agreement.

**Section 14.08      HEALTH INSURANCE COMMITTEE**

- A. The Superintendent/Treasurer shall establish a long-range insurance committee consisting of representatives from the Association, the administration, and classified employees. The Superintendent/Treasurer shall appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs, additions, modifications of the current benefit schedule, and providing timely information for negotiations. The committee will meet at least annually with individual committee members having the authority to submit agenda items. No change in the insurance benefit program shall occur except through the negotiations process as provided in the master agreement or under O.R.C. 4117.
- B. The Committee will consist of three (3) unit members chosen by the Association President, no more than two (2) administrative members appointed by the Superintendent and not more than two (2) classified employees. A committee member may choose or be asked to serve a second, two-year term with the approval of the Association President and the Superintendent.
- C. All procedures and functions of the committee will be established solely by the members of the committee.
- D. The committee will set its own agenda and meeting dates. It is expected that the frequency of meetings will increase during the months leading up to bargaining sessions for a new contract.
- E. The committee will have no authority to issue any reports nor make any recommendations to any party other than the Association President, Superintendent, or Treasurer.



## ARTICLE 15 - UNIT MEMBER'S SALARY SCHEDULE

### Section 15.01 PLACEMENT ON SALARY SCHEDULE

- A. Unit Members entering the Bethel School system will receive up to a maximum of ten (10) years credit for teaching service outside the district. Up to five (5) years of military service will be recognized in lieu of teaching service in placing the Unit Member on the salary schedule.
- B. September 15 and January 30 will be the final date for submitting an official transcript of additional credits for advanced classification on the salary schedule. Transcripts received after the August Board meeting but before the September 15 Deadline, – advancement on the salary schedule will be effective the date of the September Board meeting. Transcripts received after the September 15 deadline, but before the January 30 deadline – advancement will be effective the date of the February Board meeting. Exceptions may be made only by the Board.
- C. Coursework for advancement on the salary schedule will be graduate level courses.
- D. For the **2017-2018** contract year, unit members shall be compensated as follows.
  - The Board shall increase unit members' base salaries by 0%
  - Effective August 1, 2017, there will be normal salary schedule movement of one (1) year experience for all full-time unit members who completed a minimum of one hundred twenty (120) work days for the 2016-2017 school year.

For the **2018-2019** contract year, unit members shall be compensated as follows:

- The Board shall increase unit members' base salaries by 0%.
- Effective August 1, 2018, there will NOT be normal salary schedule movement of one (1) year experience for all full-time unit members who completed a minimum of one hundred twenty (120) work days for the 2017-2018 school year.
- For all unit members completing one hundred twenty (120) days each year during the 2011-2012, 2012-2013 and 2013-2014 contract years and having been affected by the salary freezes during the 2011-2012, 2012-2013 and 2013-2014 contract years, there will be a movement of three (3) years of experience with an accompanying change in salary compensation reflective of this adjusted experience level, as appropriate, provided such employee is currently employed at the Bethel School District.

For the **2019-2020** contract year, unit members shall be compensated as follows:

- The Board shall increase unit members' base salaries by 0%.
- Effective August 1, 2019, there will NOT be normal salary schedule movement of one (1) year experience for all full-time unit members who completed a minimum of one hundred twenty (120) work days for the 2018-2019 school year.
- For all unit members completing one hundred twenty (120) days each year during the 2014-2015 and 2015-2016 contract years and having been affected by the salary freezes during the 2014-2015 and 2015-2016 contract years, there will be a movement of two (2) years of experience with an accompanying change in salary compensation reflective of this adjusted experience level, as appropriate, provided such employee is currently employed at the Bethel School District.

For the **2020-2021** contract year, unit members shall be compensated as follows:

- The Board shall increase unit members' base salaries by 0%.
- Effective August 1, 2020, there will NOT be normal salary schedule movement of one (1) year experience for all full-time unit members who completed a minimum of one hundred twenty (120) work days for the 2019-2020 school year.
- For all unit members completing one hundred twenty (120) days during the 2016-2017 contract year and having been affected by the salary freezes during the 2016-2017 contract year, there will be a movement of one (1) year experience with an accompanying change in salary compensation reflective of this adjusted experience level, as appropriate, provided such employee is currently employed at the Bethel School District.

E. All salary step movements for the duration of this Master Agreement will be referencing and according to the 2016-2017 salary schedule.

## **Section 15.02      PAY PERIODS**

The salaries of all certificated/licensed personnel will be paid in twenty-six (26) bi-weekly pays.

**Section 15.03 INTERNAL SUBSTITUTE**

- A. Unit Members required to cover classes for other Unit Members during their planning periods or lunch periods shall be paid for such time at the rate of \$22.98 per period.
- B. For those situations in which a single class is divided among several Unit Members for one (1) day, compensation will be calculated by taking the current substitute daily rate of pay divided by the number of Unit Members so impacted up to a maximum of four (4) teachers.

**Section 15.04 SUPPLEMENTAL DUTY PAYMENT**

- A. Experience on the supplemental duty salary schedule is based on experience with the Bethel Local School District, and such additional experience in other school districts in Ohio as the district in its sole discretion shall credit as the time the Unit Member is first employed in the District. Experience will count in the same sport or activity at another grade or assignment level if the pay of the assignment in which the Unit Member has experience is equal to or exceeds the pay of the new assignment
- B. Payment for duties performed as part of a supplemental contract will be made in one of the following ways provided the Unit Member notifies the Treasurer one (1) week before the first pay of the new contract year.
  - 1. For those duties that cover the total school year, payment may be prorated over twenty (20) pays in the regular salary check or paid semi-annually.
  - 2. Lump sum payment for fall, winter, and spring supplementals will be made on the next scheduled payroll upon completion of the supplemental contract release form.
- C. Payment will be released by Building Administrators upon completion of all duties and the completion of all forms associated with the position.
- D. The Board shall reposition all coaches, who suffered a loss of compensation due to the concession, to the correct steps on the supplemental salary scale from the previous contract during the pay freeze. It's the intent of the Board to not hire a new hired position shall begin beyond Step 3 no matter previous experience.  
  
The supplemental salary schedule will have two steps added: step 6 and step 9
- E. If the district creates new supplemental positions (Swim Team Coach, Bowling Coach, etc.); the job descriptions and placement on the supplemental salary schedule are appropriate subjects for bargaining. It shall only be a paid position if there are enough members to field a team.

## **Section 15.05            DIRECT DEPOSIT**

Direct deposit is mandatory for all certified Unit Members. All certified Unit Members will receive email notification of their direct deposits. All certified Unit Members can choose no more than two (2) email addresses to which an email notification of direct deposit will be sent.

## **Section 15.06            STRS TAX DEFERRED PLAN**

The Board and the Association agree that the provisions of this article, as a tax deferred plan, must be in full compliance with Internal Revenue Service ruling 81-36, and be in compliance with all applicable laws as well as the following provisions:

- A. The Board agrees to authorize the Treasurer to reduce each Unit Member's salary; including supplemental earnings to be paid after April 1, by the amount said Unit Member is to contribute to his/her retirement system.
- B. The Board shall pay to STRS the amount of each Unit Member's share in lieu of the individual Unit Member's contribution.
- C. It is understood that it is the responsibility of each individual Unit Member to make any necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with the IRS laws and regulations.
- D. The Board is not liable, nor will it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- E. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reasons of any action taken by the Board in compliance with provisions of this article.
- F. It is understood that under this article that all Unit Members must have their salaries and wages calculated in this manner.

## **Section 15.07            TUITION REIMBURSEMENT**

- A. Because the Board believes that continuing education is important for the certificated /licensed staff, a fund is established to reimburse Unit Members for participating in Unit Member training. A Tuition Reimbursement Program will be made available to all bargaining unit members. Tuition is defined as cost per credit hour. The school district will annually set aside ten thousand dollars (\$10,000) dollars in 2014-15, ten thousand dollars (\$10,000) in 2015-16 and ten thousand

dollars (\$10,000) thereafter, to fund the Tuition Reimbursement Program. The intent is to assist Unit Members in maintaining their current teaching certificate/license.

- B. Guidelines for the use of the funds are as follows:
1. Unit Members who have been in the Bethel School District for two (2) year(s) or longer may qualify for tuition reimbursement.
  2. Reimbursement will not be available for credit toward in-service trade time.
  3. Reimbursement checks will be issued upon receipt of paid tuition statement and Transcript(s) indicating successful completion with a minimum grade of "B" for each class.
  4. Applications must be pre-approved by the superintendent or designee before the first class session is held. The Superintendent's approval is final.
  5. The Unit Member must be employed by Bethel Local Schools at the time of reimbursement.
  6. The amount in the tuition reimbursement program will be divided equally by the total approved semester hours of all the bargaining unit members.  
  
Example: Ten (10) members submitted a total of 50 (Fifty) approved semester hours. Each member will be reimbursed two hundred dollars (\$200.00) per semester hour ( $\$10,000/50=\$200.00$ ).
- C. Reimbursement will only be approved for classes related to your current teaching assignment, current area(s) of teaching certification/licensure, or your approved LPDC.
- D. Reimbursement will not exceed total cost of tuition.
- E. Part-time bargaining unit members will be reimbursed at a rate of fifty percent (50%) of the full-time Unit Member rate.
- F. Any unused money from the Tuition Reimbursement Program will be carried over to the following year's pool. At the end of the contract period any unused money will revert back to Bethel Local Schools general fund.

Timelines:

- Reimbursement year is from September 1 – August 31.
- An official transcript is due by October 15 following the reimbursement year.
- Reimbursement will be paid by the first pay in December
- Reimbursement will be paid on the number of semester hours successful completed.

**Section 15.08            PROFESSIONAL DUES**

- A.     Each Unit Member will be entitled to seventy dollars (\$70.00) toward membership in a professional organization that is curriculum related, such as International Reading Association. This money shall not be used for membership dues in Ohio Education Association, any affiliated organization, or union organization.
- B.     The Board will reimburse the professional staff member up to half of a standard teaching license fee paid for any certification/license as required by their position for their first license renewal, once every five (5) years per person (2014-\$200).

The Board will reimburse the professional staff member all costs of a standard teaching license fee paid for any certification/license as required by their position for their second and any future renewals, once every five (5) years per person (2014-\$200).

**Section 15.09            TUITION WAIVER**

A member shall have the opportunity to enroll his/her children in the school district's educational program tuition free. Entry to the school educational programs shall take place at the beginning of the school year or at the beginning of any grading period. Students entering the school district under this procedure shall be entitled to all educational benefits available to other students of the school district including all extracurricular activities.

**ARTICLE 16 - SEVERANCE PAY**

**Section 16.01            ELIGIBILITY**

- A.     Unit Members retiring from the Bethel Local School District shall be eligible for severance pay, effective the last day of employment, provided eligibility requirements are met, as follows:
  - 1.     Be employed by the Bethel Local School District at the time of retirement; and,
  - 2.     Have an application for retirement approved by the State Unit Members' Retirement System.
- B.     A completed application for severance pay shall have been returned to the Treasurer of the Board not later than ninety (90) calendar days after the last day of employment. The application form shall be sent to retiring Unit Members immediately after Board acceptance of such retirement notice from Unit Member.

- C. In lieu of severance pay, the Bethel Local School Board shall make a contribution to a 403(b) special pay plan for all eligible Unit Members in an amount equal to severance pay as calculated in Section 16.02. All eligible Unit Members will include all Unit Members age 55 or older in the year of separation from service from Bethel Local Schools.

**Section 16.02            DAYS OF SEVERANCE PAY**

- A. Retiring Unit Members of the Bethel Local School District shall be paid for twenty-five percent (25%) of their accrued sick leave days to a maximum of sixty-five (65) days.
- B. A member shall not receive a severance payment until evidenced by a copy of a cancelled STRS check presented to the Treasurer.
- C. If an Unit Member actively employed by the District, and who has been employed by this District for ten (10) or more years, and who is eligible for immediate retirement under the State Unit Members' Retirement System, dies before actually retiring, any severance pay due such Unit Member under the provisions and limitations of this Article shall be paid to the life insurance beneficiary of the Unit Member, or to the estate of the deceased Unit Member as though the Unit Member had actually retired on the date of death.

**Section 16.03            CALCULATION AND PAYMENT**

- A. Payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the Unit Member's pay at retirement by the total of days or fractional parts thereof as determined by the formula. (Number of accrued sick leave days times twenty-five percent (25%) times base daily rate of pay)
- B. Payment shall be made in one lump sum within eight (8) months after the last day of employment, but no later than December 31 of the retiring year; the retiring Unit Member shall designate, on the application, within which month payment is desired.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Unit Member at that time.
- D. Such payment shall be made only once to any Unit Member.

## **ARTICLE 17 - MISCELLANEOUS**

### **Section 17.01      LABOR MANAGEMENT COMMITTEE (LMC) MEETING**

- A.      In order to provide a forum for good communications between the Association and the administration, the President of the Association, his/her appointee, and the Superintendent, and one other administrator he/she selects, shall meet when mutually agreeable to discuss matters of mutual concern other than pending grievances and subjects appropriate for negotiations.
  
- B.      In order to have an open discussion, the LMC shall have no authority to change, delete, or modify any terms of this agreement nor settle grievances.

### **Section 17.02      SCHOOL CALENDAR**

The Association will have the opportunity to provide input to the Superintendent in the process of developing the annual school calendar before the calendar is adopted by the Board. Make-up school days as required by ORC will be established in consultation with the Association. Nothing contained herein will be construed to limit the Board's right to adopt the school calendar as it deems best or to modify such calendar by appropriate action after the calendar has been adopted. If such modification would necessitate the scheduling of additional work days, the Association will retain the right to demand bargaining over the scheduling of such days, except those days described as Calamity Days.

### **Section 17.03      BOARD/ADMINISTRATION COMMITTEE**

Committees (curriculum sessions, textbook selections, etc.), established by the Board/Administration involving staff members meetings during the Unit Members work day shall be accomplished by "release time" for all Unit Members participants.



## **ARTICLE 18 - LENGTH OF AGREEMENT**

### **Section 18.01      DURATION**

All provisions of this Agreement shall remain in full force and effect from August 1, 2017 through July 31, 2021.

### **Section 18.02      STRIKE AUTHORIZATION**

There shall be no strike, work stoppage, or lockout during the duration of this Agreement. Violation of this clause may be cause for termination of part or all of this Agreement.

If, after the expiration of this agreement and all steps have been completed as stipulated in Section 1.08 - Dispute Settlement Procedure of this agreement, then the BEA may exercise its right to strike as provided for in O.R.C. 4117.14.

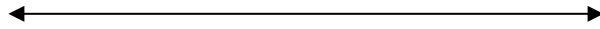
### **Section 18.03      LEGAL HOLIDAYS**

- A.    The following dates will be considered legal holidays, students and staff will not be in attendance and all operations of the district will be closed.
  - January 1<sup>st</sup> and 2<sup>nd</sup> - as applicable
  - President's Day
  - Martin Luther King Day
  - Memorial Day
  - Labor Day
  - Thanksgiving
- B.    Veteran's Day shall be recognized during a regular school day with planned activities with students.
- C.    Within the one hundred eighty-four (184) school day calendar, Winter and Spring Breaks will be scheduled.

## **ARTICLE 19 – REHIRE OF RETIRED UNIT MEMBERS**

- A. Unit Members who are retired and who are then rehired by the Board are employed pursuant to this Article shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
- B. No accumulated sick leave shall be carried forward when the Unit Member returns to duty. Returning retirees shall not use accrued sick leave for the purpose of severance and are not entitled or eligible to receive any severance benefits. Returning retirees are not eligible for retirement incentive programs, tuition reimbursement, or sick bank benefits.
- C. A retired Unit Member who is employed under this Article shall be paid at Step 0 of the salary schedule and shall remain at Step 0 except that the Unit Member shall be placed at the appropriate column based on their training and certification and the Unit Member shall receive any percent increases that might apply to that placement.
- D. In the event of a reduction in force the reemployed Unit Member shall be deemed to have zero (0) years of seniority in the District.
- E. For purposes of sick leave, the re-employed retiree will be considered as a new Unit Member with zero (0) days of sick leave accumulated. Retired Unit Members rehired under this Article are eligible for sick leave accumulation commencing with the first year of such reemployment, and shall earn sick leave as set forth in this agreement.
- F. Unit Member returning to duty shall be eligible for HOSPITALIZATION AND MAJOR MEDICAL INSURANCE benefits under Article 14.
- G. All contracts issued to Unit Members who have retired under the State Unit Members' Retirement System shall automatically expire at the end of the term stated and no affirmative action's such as "non-renewal" need to be or shall be taken by the Board or Administration.
- H. A Bethel Unit Member wishing to be rehired following retirement shall notify the Superintendent, in writing, no later than March 31 of the year of retirement.
- I. Evaluations of rehired retirees shall be performed at the discretion of the building administrator. In the event that the District is seeking to terminate a retired rehired Unit Member for reasons related to job performance, the District shall conduct an evaluation as set forth in Article 7 of the collective bargaining agreement.
- J. Subject to the above provisions, returning retired Unit Members are part of the bargaining unit.

K. For rehired retired Unit Members, this Article expressly supersedes Section 3317.13 of the Ohio Revised Code and all other applicable laws that are inconsistent with this Article.



**SIGNATURES**

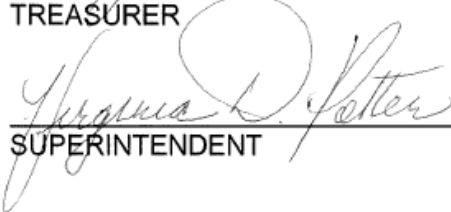
IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS

12<sup>th</sup> DAY OF March, 2018.

**BOARD OF EDUCATION  
BETHEL LOCAL SCHOOL DISTRICT**

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
TREASURER

  
\_\_\_\_\_  
SUPERINTENDENT

**BETHEL EDUCATION ASSN.**

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
LEAD NEGOTIATOR

  
\_\_\_\_\_  
RECORDING NEGOTIATOR

  
\_\_\_\_\_  
NEGOTIATOR

  
\_\_\_\_\_  
NEGOTIATOR

**APPENDIX A – SALARY AND SUPPLEMENTAL SCHEDULES 2017-2021**  
**Bethel Education Association**

SALARY SCHEDULE for 2017-2021

Base Salary

\$36,804

<b>Years Experience</b>	<b>BS</b>	<b>BS with 150**</b>	<b>Master's</b>	<b>Master's Plus 15</b>	<b>Master's Plus 30</b>
0	39,918 1.0846	42,067 1.143	44,238 1.202	45,306 1.231	46,373 1.26
1	39,918 1.0846	42,067 1.143	44,238 1.202	45,306 1.231	46,373 1.26
2	39,918 1.0846	42,067 1.143	44,238 1.202	45,306 1.231	46,373 1.26
3	41,474 1.1269	43,742 1.1885	46,042 1.251	47,164 1.2815	48,287 1.312
4	43,031 1.1692	45,416 1.234	47,845 1.3	49,023 1.332	50,201 1.364
5	44,588 1.2115	47,091 1.2795	49,649 1.349	50,882 1.3825	52,114 1.416
6	46,145 1.2538	48,765 1.325	51,452 1.398	52,740 1.433	54,028 1.468
7	47,702 1.2961	50,440 1.3705	53,255 1.447	54,599 1.4835	55,942 1.52
8	49,258 1.3384	52,114 1.416	55,059 1.496	56,457 1.534	57,856 1.572
9	50,815 1.3807	53,789 1.4615	56,862 1.545	58,316 1.5845	59,770 1.624
10	52,372 1.423	55,464 1.507	58,666 1.594	60,175 1.635	61,684 1.676
11	53,929 1.4653	57,138 1.5525	60,469 1.643	62,033 1.6855	63,597 1.728
12	53,929 1.4653	57,138 1.5525	62,272 1.692	63,892 1.736	65,511 1.78
15	55,486 1.5076	58,813 1.598	64,076 1.741	65,750 1.7865	67,425 1.832
17	57,043 1.5499	60,487 1.6435	65,879 1.79	67,609 1.837	69,339 1.884
20	57,823 1.5711	61,327 1.6663	66,781 1.8145	68,540 1.8623	70,296 1.91
22	58,599 1.5922	62,162 1.689	67,683 1.839	69,468 1.8875	71,253 1.936
24	60,156 1.6345	63,837 1.7345	69,486 1.888	71,326 1.938	73,166 1.988
27	61,713 1.6768	65,511 1.78	71,289 1.937	73,185 1.9885	75,080 2.04

**\*\* BS with 150 eligibility will be determined by adding up the total number of semester hours earned as an undergraduate and listed on the transcript plus all earned postgraduate semester hours.**

**APPENDIX A - SALARY AND SUPPLEMENTAL SCHEDULES 2018-2021 - continued**

Base 2016-2017

Base: \$36,804

POSITION	STEP					
	0	1	2	3	6	9
<b>Athletic Director</b>	4,601	4,969	5,337	5,705	6,441	7,177
	0.1250	0.1350	0.1450	0.1550	0.1750	0.1950
<b>Assistant Athletic Director</b>	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
<b>Baseball</b>						
Varsity	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Reserve	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
<b>Basketball</b>						
Varsity Boys	4,416	4,785	5,153	5,521	6,257	6,993
	0.1200	0.1300	0.1400	0.1500	0.1700	0.1900
Varsity Girls	4,416	4,785	5,153	5,521	6,257	6,993
	0.1200	0.1300	0.1400	0.1500	0.1700	0.1900
Reserve Boys	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Reserve Girls	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Freshman Boys	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
7th Grade Boys	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
8th Grade Boys	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
7th Grade Girls	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
8th Grade Girls	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
<b>Cross Country</b>	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
<b>Football</b>						
Varsity Head (1)	4,416	4,785	5,153	5,521	6,257	6,993
	0.1200	0.1300	0.1400	0.1500	0.1700	0.1900
Assistant (3)	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
7th Grade Boys	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
8th Grade Boys	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020

POSITION	STEP					
	0	1	2	3	6	9
<b>Golf</b>						
Co-Educational	2,576	2,834	3,092	3,349	3,864	4,380
	0.0700	0.0770	0.0840	0.0910	0.1050	0.1190
<b>Soccer</b>						
Varsity Head (1)	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Varsity Assistant	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
<b>Softball</b>						
Varsity Girls	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Summer Conditioning	1,840	2,024	2,208	2,392	2,760	3,128
	0.0500	0.0550	0.0600	0.0650	0.0750	0.0850
<b>Track</b>						
Varsity Boys	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Varsity Girls	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Assistant	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
Junior High Boys	1,840	2,024	2,208	2,392	2,760	3,128
	0.0500	0.0550	0.0600	0.0650	0.0750	0.0850
Junior High Girls	1,840	2,024	2,208	2,392	2,760	3,128
	0.0500	0.0550	0.0600	0.0650	0.0750	0.0850
<b>Volleyball</b>						
Varsity Girls	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360
Reserve Girls	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
7th Grade Girls	1,840	2,024	2,208	2,392	2,760	3,128
	0.0500	0.0550	0.0600	0.0650	0.0750	0.0850
8th Grade Girls	1,840	2,024	2,208	2,392	2,760	3,128
	0.0500	0.0550	0.0600	0.0650	0.0750	0.0850
<b>Weight Room</b>						
Weight Room, June-August (month) (2)	313	350	368	386	423	460
	0.0085	0.0095	0.0100	0.0105	0.0115	0.0125
Weight Room, Sept-May (month)	294	331	368	405	478	552
	0.0080	0.0090	0.0100	0.0110	0.0130	0.0150
<b>Swimming</b>						
Varsity	2,944	3,239	3,533	3,828	4,416	5,005
	0.0800	0.0880	0.0960	0.1040	0.1200	0.1360

POSITION	STEP					
	0	1	2	3	6	9
<b>Cheerleader Advisor</b>						
Junior High	1,472	1,583	1,693	1,803	2,024	2,245
	0.0400	0.0430	0.0460	0.0490	0.0530	0.0610
Football 9th-12th Grade	1,104	1,288	1,472	1,656	2,024	2,392
	0.0300	0.0350	0.0400	0.0450	0.0550	0.0650
Basketball 10th-12th Grade	1,104	1,288	1,472	1,656	2,024	2,392
	0.0300	0.0350	0.0400	0.0450	0.0550	0.0650
Basketball 9th Grade	552	626	699	773	920	1,067
	0.0150	0.0170	0.0190	0.0210	0.0250	0.0290
<b>Class Advisors</b>						
Junior	1,399	1,509	1,656	1,803	2,098	2,392
	0.0380	0.0410	0.0450	0.0490	0.0570	0.0630
Senior	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Flag Corp	1,288	1,399	1,509	1,619	1,840	2,061
	0.0350	0.0380	0.0410	0.0440	0.0500	0.0560
<b>Music</b>						
Instrumental	3,680	4,048	4,416	4,785	5,521	6,257
	0.1000	0.1100	0.1200	0.1300	0.1500	0.1700
Vocal - HS	2,208	2,429	2,650	2,871	3,312	3,754
	0.0600	0.0660	0.0720	0.0780	0.0900	0.1020
Vocal & Instrument Elementary	1,472	1,583	1,693	1,803	2,024	2,245
	0.0400	0.0430	0.0460	0.0490	0.0530	0.0610
<b>Drama</b>						
Drama Advisor	1,472	1,619	1,767	1,914	2,208	2,503
	0.0400	0.0440	0.0480	0.0520	0.0600	0.0680
Elementary Drama Advisor	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
<b>Academic Team Advisor</b>						
	1,288	1,399	1,509	1,619	1,840	2,061
	0.0350	0.0380	0.0410	0.0440	0.0500	0.0560
<b>Science Fair Coordinator</b>						
	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
<b>Student Council</b>						
High School	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Junior High School	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Elementary	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Honor Society Advisor	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Newspaper Advisor	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Yearbook Advisor	736	810	883	957	1,104	1,251
	0.0200	0.0220	0.0240	0.0260	0.0300	0.0340
Muse Machine	957	1,031	1,104	1,178	1,325	1,472
	0.0260	0.0280	0.0300	0.0320	0.0360	0.0400



POSITION	STEP					
	0	1	2	3	6	9
Summer School Teacher	\$25.12 per hour					
Summer School Tutor	\$25.12 per hour					
Home instruction Teacher	\$25.12 per hour					
Saturday School	\$24.05 per hour					
Resident Educator Mentor	\$750.00					
Washington DC Trip Advisor	\$250.00					
Camp Kern Advisor	\$250.00					

## APPENDIX B – INSURANCE SUMMARY

Effective October 1, 2004

<b>PLAN FEATURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
- Physician Services Office Visit Copay	\$10 Copay Per Visit	N/A
- Plan Coinsurance	100%: Some Services 80/20%	80%
- Emergency Room - Copay Waived if Admitted	\$50	\$50
- Individual Deductible	N/A	\$150
- Family Deductible	N/A	\$300
- Individual Out-Of-Pocket	\$650	\$850
- Family Out-of-Pocket	\$1,300	\$1,700
- Lifetime Maximum	Unlimited	\$1 Million
<b>COVERED SERVICES</b>		
<b>Physician Office Visits</b>	\$10 Copay Per Visit	20% of Eligible Expenses
- Routine Physical Examinations		Not Covered
- Diagnostic Lab & X-Ray		20% of Eligible Expenses
- Well Child Care/Immunizations		20% of Eligible Expenses: \$500 to age 1; \$150 ages 1-9
- Preventative Care		Not Covered
- Routine Vision & Hearing Exams (Limited to 1 every 12 months)		Not Covered
- Mammograms & Pap Test		20% of Eligible Expenses
<b>Outpatient Diagnostic Services</b>	100%	20% of Eligible Expenses
- Diagnostic, Laboratory & X-Ray		
<b>Outpatient Surgery</b>	100%	20% of Eligible Expenses
- Outpatient Surgical Center		
<b>Outpatient Rehabilitation (In Office)</b>		
- Physical Therapy	\$10 Copay	50% of Eligible Expenses
- Occupational Therapy	\$10 Copay	50% of Eligible Expenses
- Speech Therapy	\$10 Copay	50% of Eligible Expenses
- (50 Treatments of Any Combination)		
- Spinal Manipulation (24 Visits combined max/year)	\$10 Copay	50% of Eligible Expenses
<b>Hospital Care</b>	100%	20% of Eligible Expenses
- Room and Board		
- Diagnostic Laboratory & X-Ray		
- Miscellaneous Charges		
<b>Professional Fees-Inpatient</b>	100%	20% of Eligible Expenses
- Surgeon/Physicians		
<b>Maternity Care</b>	100%	20% of Eligible Expenses
- Physician Prenatal and Postnatal Care		
<b>Emergency Care</b>		
- Hospital Emergency Room Care (Copay Waived if Admitted)	\$50	\$50
- Urgent Care	\$25	20% of Eligible Expenses
- Ambulance Services	100%	100%

United Healthcare

**APPENDIX B - INSURANCE SUMMARY - Continued**

Effective October 1, 2004

	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>PLAN FEATURES</b>		
<b>Durable Medical Equipment</b>	20% of Eligible Expenses*	50% of Eligible Expenses*
<b>Home Health Care</b> (Limited to 8 hours of services per 24 hour period)	100%	20% of Eligible Expenses*
<b>Hospice Services</b> (Limited to 180 Days)	100%*	20% of Eligible Expenses*
<b>Skilled Nursing/Extended Care Facility Services</b> (Limited to 300 Days Per Year)	100%*	20% of Eligible Expenses*
<b>Transplant Benefits</b> Through United Resources Network	20% of Eligible Expenses*	Not Covered
<b>Mental Health/Substance Abuse Inpatient</b> (30 Days/Year Combined Max)	20% of Eligible Expenses*	20% of Eligible Expenses*
<b>Mental Health/Substance Abuse Outpatient</b> (50 Visits/year Combined Max)	\$10 Office Visit CoPay	20% of Eligible Expenses
<b>Prescription Drug Services (Out-of-Network benefits apply when you use a non-participating pharmacy)</b>		
<b>Retail Pharmacy</b> - Tier 1 Drugs - Tier 2 Drugs  - Tier 3 Drugs	\$5 Copay \$25% CoPay (Minimum \$10, Maximum \$30) \$40 Copay	50% of Eligible Expenses 50% of Eligible Expenses  Not Covered
<b>Brand Preferred Drug List</b>	Yes	Yes
<b>GATEKEEPER &amp; REFERRALS</b>	No	No
<b>CARE24</b>	Yes	Yes
<b>MYUHC.com</b>	Yes	Yes

\*Prior authorization is required, Deductibles apply to all expenses except those with copays.

**APPENDIX C - FORMS**

**FORMAL GRIEVANCE PRESENTATION**

**STEP ONE**

(Section 2.05 A and B)

(A copy of the grievance form will be submitted to the Association, Superintendent, and Principal by the aggrieved who will retain one copy).

Date of Alleged Grievance \_\_\_\_\_

Date of Step One Presentation \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Aggrieved \_\_\_\_\_

Assignment \_\_\_\_\_

Principal \_\_\_\_\_

**DATE AND NATURE OF ALLEGED GRIEVANCE:**

**GRIEVANCE RELATES TO MASTER CONTRACT:**

**RELIEF SOUGHT:**

\_\_\_\_\_  
Signature of Grievant

**GRIEVANCE FORM H DECISION OF PRINCIPAL**

**STEP TWO**

(Section 2.05 C)

(Form to be completed by the principal who shall retain one copy and deliver one copy to the aggrieved, the Association and the Superintendent within five (5) work days of the formal grievance hearing).

DATE OF ALLEGED GRIEVANCE \_\_\_\_\_

AGGRIEVED \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

DATE OF STEP ONE DISCUSSION \_\_\_\_\_

DATE OF HEARING \_\_\_\_\_

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

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**Aggrieved's Response:** (To be completed by aggrieved with one copy returned to Principal, Association, and Superintendent within five (5) work days of the decision date).

\_\_\_\_\_ I accept the decision issued above.

\_\_\_\_\_ I hereby appeal the decision to Level Three.

\_\_\_\_\_  
Date of Response

\_\_\_\_\_  
Signature of Approved

**GRIEVANCE FORM I DECISION OF SUPERINTENDENT**

**STEP THREE**

(To be completed by the Superintendent who will retain one copy and deliver one copy to the aggrieved, Principal, and Association within five (5) work days of the formal hearing).

Date of Receipt of Grievance \_\_\_\_\_

Aggrieved \_\_\_\_\_

Date of Formal Grievance Hearing \_\_\_\_\_

Assignment \_\_\_\_\_

**DECISION OF SUPERINTENDENT AND REASONS THEREFORE:**

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

=====

**Aggrieved's Response:** (To be completed by the aggrieved with one copy to the aggrieved, Principal, and Association within five (5) work days of the decision date.)

\_\_\_\_\_ I accept the decision of the Superintendent.

\_\_\_\_\_ I hereby request the grievance be submitted to arbitration.

\_\_\_\_\_ The Association hereby submits the grievance to arbitration.

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

**CERTIFIED UNIT MEMBER'S REQUEST FOR PERSONAL LEAVE and APPROVAL  
NOTICE TO CLERK**

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**Negotiated Agreement – Personal Leave – Article VII – Section 8.03**

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- A. DAYS OF PERSONAL LEAVE
1. The Board shall grant to each certified/licensed Unit Member a maximum of three (3) leave days per year. Personal leave days shall not accrue or be carried over to the following year.
  2. Personal leave shall not be charged against the Unit Member's sick leave.
- B. USE OF PERSONAL LEAVE
1. Leave may be granted for business transactions which cannot be scheduled or conducted during the normal workday, family affairs, observance of religious holidays, professional related reasons, or for emergency reasons necessary for an Unit Member to care for sudden conditions which call for immediate attention.
  2. Except in unusual situations, as determined by the Superintendent, leave shall not be granted for the purpose of extending a holiday or during the first or last week of a school year.
  3. Personal leave shall not be taken in less than one-half (1/2) day segments.
- C. REQUEST FOR PERSONAL LEAVE
1. Leave days shall be requested by the Unit Member on an application form. (See Appendix C) Applications shall be made at least one (1) day prior to the request for leave, except for emergency reasons, in which case the Unit Member may request the leave at the time of the emergency or upon request for a substitute. In the case of emergency leave, upon returning to the regular working position, the Unit Member shall complete a formal leave request form.
- D. APPROVAL OR DENIAL
1. The right for approval or denial of leave lies with the Unit Member's immediate supervisor. In case of denial by the immediate supervisor, the reason shall be provided, in writing, to the teacher upon request. The Unit Member may appeal the decision to the Superintendent's office.

---

**INSTRUCTIONS: UNIT MEMBER TO COMPLETE REQUEST AND SUBMIT TO SUPERVISOR.  
IF APPROVED, SUPERVISOR TO NOTIFY UNIT MEMBER, SIGN AND  
FORWARD REQUEST TO TREASURER'S OFFICE.**

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I hereby request approval for \_\_\_\_\_ day(s) personal leave on \_\_\_\_\_  
(date)

and certify that such leave is being used in conformance with the express terms of this agreement.

---

Signature of Unit Member

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Signature of Administrator

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

**REQUEST FORM FOR ATTENDANCE AT PROFESSIONAL MEETINGS**

1. This form must be submitted to your principal three (3) weeks prior to suggested meeting or visitation date(s)
2. An in-service report form is to be filed with your principal following your return.

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

Unit Member Assignment: \_\_\_\_\_

Meeting: \_\_\_\_\_

Title or Name of Site to be Visited: \_\_\_\_\_

Location: \_\_\_\_\_

Date(s): \_\_\_\_\_

Reason for Request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Costs:

Registration: \_\_\_\_\_

Is a Substitute Required?

Meals: \_\_\_\_\_

\_\_\_ Yes \_\_\_ No

Lodging: \_\_\_\_\_

If "yes" for how many days? \_\_\_\_\_

Travel: \_\_\_\_\_

Estimated Total: \_\_\_\_\_

The following portion will be completed by administration

-----  
\_\_\_\_\_ I recommend permission be granted

\_\_\_\_\_ I do not recommend permission be granted

\_\_\_\_\_  
(Principal's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_ I Approve

\_\_\_\_\_ I do not approve

\_\_\_\_\_  
(Superintendent's Signature)

\_\_\_\_\_  
(Date)





BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

**SICK LEAVE DONATION FORM**

Dear BEA Members,

In accordance with the sick leave bank negotiated agreement in our master contract, you have the opportunity to donate one, two or three of your sick days to the bank.

Please refer to your contract, Article 8, Section 8.02 for additional details.

Please return this form to \_\_\_\_\_

By September \_\_\_\_\_, \_\_\_\_\_

Thank you!

I wish to donate \_\_\_\_\_ day(s) to the BEA Sick Leave Bank for the school year  
\_\_\_\_\_ - \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BETHEL LOCAL SCHOOLS  
7490 South State Route 201  
Tipp City, OH 45371

**TUITION REIMBURSEMENT FORM**

Name \_\_\_\_\_ Date \_\_\_\_\_

University \_\_\_\_\_ Term \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_ QTY Hours \_\_\_\_\_ Semester Hours \_\_\_\_\_

COURSE TITLE \_\_\_\_\_

DESCRIPTION:

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APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ Tuition Cost \$ \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_ QTY Hours \_\_\_\_\_ Semester Hours \_\_\_\_\_

COURSE TITLE \_\_\_\_\_

DESCRIPTION:

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APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ Tuition Cost \$ \_\_\_\_\_

**Timelines:**

Reimbursement year is from September 1 – August 31.

An official transcript is due by October 15 following reimbursement year.

Reimbursement will be paid by the first pay in December.

Reimbursement will be paid on the number of semester hours successfully completed.

**BETHEL LOCAL SCHOOLS**  
**7490 South State Route 201**  
**Tipp City, OH 45371**

**EVAULATION**

*PLEASE SEE DISTRICTS TEACHER EVALUATION PROGRAM BOOKLET*

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