MASTER AGREEMENT

Between

BEAVER LOCAL BOARD OF EDUCATION

AND

BEAVER LOCAL EDUCATION ASSOCIATION

September 1, 2022 through August 31, 2025

TABLE OF CONTENTS

ARTICLE I — RECOGNITION 4
ARTICLE II — CONTRACT NEGOTIATING PROCESS AND PROCEDURES 4
ARTICLE III — GRIEVANCE PROCEDURES 7
ARTICLE IV — ASSOCIATION RIGHTS 10
ARTICLE V — MANAGEMENT RIGHTS 11
ARTICLE VI — COMPENSATION 12
ARTICLE VII — LEAVE AND BENEFITS 21
ARTICLE VIII — EVALUATIONS 32
ARTICLE IX — FAIR DISMISSAL 47
ARTICLE X — DISCIPLINE 49
ARTICLE XI — CONTRACTS 49
ARTICLE XII — REDUCTION IN FORCE 50
ARTICLE XIII — TERMS AND CONDITIONS 54
ARTICLE XIV — DUES DEDUCTION AND FAIR SHARE FEE 60
ARTICLE XV — MAINTENANCE OF STANDARDS 62
ARTICLE XVI — NON-DISCRIMINATION AND EQUAL TREATMENT 62
ARTICLE XVII — PROVISIONS CONTRARY TO LAW 62
ARTICLE XVIII — SMOKE-FREE ENVIRONMENT 63
ARTICLE XIX — RESIDENT EDUCATOR PROGRAM 63
ARTICLE XX — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) 69
ARTICLE XXI — EFFECTS OF THE AGREEMENT 71
APPENDIX A-1 - 2022-2023 SALARY SCHEDULE TEACHER SALARY 2022-2023 73
APPENDIX A-2 - 2023-2024 SALARY SCHEDULE TEACHER SALARY 2023-2024 74
APPENDIX A-3 - 2024-2025 SALARY SCHEDULE TEACHER SALARY 2024-2025 75
APPENDIX B EXTRA-CURRICULAR SALARY SCHEDULE 76
APPENDIX C-1 — GRIEVANCE FORM (LEVELS 1 & 2) 85
APPENDIX C-2 — GRIEVANCE FORM (SUPERINTENDENT) 86
APPENDIX C-3 - GRIEVANCE FORM (ARBITRATION) 87
APPENDIX D-1 - OTES 2.0 Framework 89
APPENDIX D-2 - Assessment of Teacher Performance 93
APPENDIX D-3 - Professional Growth Plan 104
APPENDIX D-4 - Final Holistic Rating 105

APPENDIX D-5 - Improvement Plan.....106
APPENDIX E — COMPENSATORY LEAVE TIME REQUEST FORM.....109
APPENDIX F - EXTENDED TIME REPORT FORM.....111
APPENDIX G — ELEMENTARY PLANNING SCHEDULE.....112
APPENDIX H — CURRICULUM HEAD JOB DESCRIPTION.....113
APPENDIX I — HEALTH INSURANCE.....114

ARTICLE I — RECOGNITION

1.01 The Beaver Local Board of Education, hereinafter called the "Board," recognizes the Beaver Local Education Association, an OEA/NEA affiliate, hereinafter called the "Association" as the sole and exclusive bargaining representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code (ORC). The bargaining unit shall include all full-time and part-time certificated employees employed fifty percent (50%) or more of the work week or those on reduction in force suspension with recall rights; by way of example, only bargaining unit members would include classroom teachers (K-12, special, vocational, guidance counselors, librarians, nurses, and Title I teachers). Hereinafter, employees in the defined unit will be referred to as employee or bargaining unit members. Excluded from the bargaining unit shall be the Superintendent, Assistant Superintendent, the Treasurer, Assistant Treasurers, Principals, Assistant Principals, Athletic Director, all substitutes, educational aides, all non-certificated personnel and all supervisory, management level, and confidential employees as defined in ORC 4117.01 (F), (J), and (K) and 3319.02.

1.02 Recognition of the Board

The Association recognizes the Board as the legally constituted and elected body charged with the authority for operation and the establishment of policies in the Beaver Local Schools and as the employer of all certificated personnel therein.

1.03 Recognition of the Superintendent

The Association and the Board recognizes the Superintendent as the chief executive officer of the school district.

1.04 Bargaining Unit Work

All work currently performed by bargaining unit members shall be deemed bargaining unit work.

ARTICLE II — CONTRACT NEGOTIATING PROCESS AND PROCEDURES

2.01 Directing Requests

Requests for negotiations shall be made by either the Association or the Board by notifying the other party in writing of the intent to bargain with a copy of the notice and existing agreement sent to SERB. The notice to negotiate must be filed at least ninety (90) days prior to the expiration of the current Agreement.

2.02 Negotiation Meetings

An agreement will be reached by the Board and representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be held within thirty (30) days after the request has been submitted, unless both parties agree to an extension of time. Meetings shall be scheduled with the least interruption of school schedules; however, if mutually agreed upon, Association members of the team may be released from school duties without loss of pay to attend meetings.

Negotiation meetings shall be in executive session, and shall not exceed three (3) hours in length, unless extended by mutual agreement. On the occasion of the initial negotiating session, the parties shall exchange their respective written proposals. Additional or new items shall not be submitted by either party unless mutually agreed upon. Upon the adjournment of each negotiating session, the agenda, time, and place for the next session shall be established.

2.03 Representation

Representative members of the Board of their designees shall meet with representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Alternate representation may be used by either side due to an emergency situation. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and approval by the school board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions in the course of negotiations, and to develop an agreement which may be recommended to their respective memberships.

2.04 Progress Reports and Tape Recordings

A. Periodic written progress reports may be issued to the public during negotiations or impasse, provided that any such release shall have the prior approval of both parties.

B. No tape recorder or mechanical recording devices shall be permitted in any negotiating session.

2.05 Information

Upon reasonable advance request and at no cost to the requesting party, the parties agree to exchange and furnish to one another a copy of all specifically requested materials, resources, or information being used or relied upon said party in the process of negotiations, in its routinely prepared format.

2.06 While Negotiations Are in Progress

A. Matters Subject to Negotiations

1. Matters subject to negotiations shall be wages, hours, and terms and conditions of employment, together with the continuation, modification or deletion of any provisions of the existing agreement.

B. Recesses

1. The chairman of either group may recess his/her group for any independent caucus at any time. Caucuses shall be of reasonable length.

C. Item Agreement

1. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party. The initials indicate a tentative agreement has been reached by the respective parties. Once a tentative agreement is reached, no further discussion shall take place on that issue except by mutual agreement.

D. Closing and Processing of Agreement

1. When the respective teams reach or conclude a tentative agreement on all matters before them in negotiations, that tentative agreement shall be reduced to writing, initialed by a representative of both negotiations teams, and submitted for consideration to their respective memberships. Upon adoption and approval, by both parties, three originals shall be fully signed and executed, with one (1) such original to be retained by the Board, one (1) by the Association, and one (1) to the State Employment Relations Board.

2.07 Impasse and Mediation

In the event agreement is not reached by the parties twenty-five (25) days prior to expiration of the current contract; either party may declare an impasse of negotiations. Upon declaration of impasse, either party may request mediation from the Federal Mediation and Conciliation Service (FMCS). The assigned mediator shall seek to promote and/or develop an agreement between the parties, and shall have all the necessary authority to call and schedule meetings between the parties for such purpose. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Services for its services, if any, shall be shared equally by the parties. This procedure represents the parties mutually agreed upon dispute settlement procedure and supersedes the procedure contained in ORC 4117.14.

2.08 Failure of Mediation and Application of ORC 4117.14 (D) (2)

In the event that the assistance of mediation is unsuccessful in developing an accordance between the parties and producing an agreement, and should an agreement not be reached within ten (10) days of the expiration of the existing agreement, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14 (D) (2) of the Ohio Revised Code.

ARTICLE III — GRIEVANCE PROCEDURES

3.01 Purpose

The purpose of this process is to resolve claim of grievance at the lowest level possible. Both parties agree to process grievances as expeditiously as possible.

3.02 Definitions

A. A grievance is a claim by a bargaining unit member or the Association alleging that there has been a violation, misinterpretation, or misapplication of the written provisions of the negotiated Agreement between the Association and the Board.

B. A grievant is a professional staff member or the Association alleging a violation, misinterpretation, or misapplication of the written provision of the negotiated Agreement. The grievance shall bear signature(s) of the grievant(s).

C. Days shall be school days when school is in session or administrative work days during time when school is in recess.

D. An immediate supervisor is that Administrator having immediate supervision of the grievant.

3.03 Time Limits

The number of days indicated at each step is considered as maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

If any grievance is not initiated at Level 1 within fifteen (15) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the fifteen (15) day time limit will be applied to the most recent occurrence.

All grievances must be appealed to the next formal level within five (5) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.04 Miscellaneous

A. With the exception of the informal step, response at each level shall be provided in writing to the grievant(s) and the Association President.

B. Each grievant and an Association Representative may be permitted to attend their arbitration hearing with no loss of pay or benefits.

C. All sessions held in connection with processing grievances shall be closed sessions and no news releases shall be made concerning progress of the hearings.

D. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.

3.05 Rights of the Grievant/Association

A. The grievant has the right to Association representation at his/her grievance meetings and hearings.

B. Grievance forms shall be available to members being issued solely from the Association.

C. No grievance shall be submitted to arbitration without consent of the Association.

3.06 Procedures

LEVEL 1: INFORMAL DISCUSSION

A professional staff member with a grievance shall first discuss it with his/her immediate supervisor or Principal either individually or with a representative to try to prevent it from becoming a formal grievance entailing the use of the following procedure. This grievance shall be submitted on a Level 1 grievance form at the beginning of meeting.

LEVEL 2: FORMAL

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level 1, he or she may within the five (5) days submit the grievance to Level 2.

Within five (5) days after receipt of the grievance, the Principal shall convene a hearing. Participants at the hearing shall include the Principal/Administrator, the grievant, the Association Representative, and any other person who is able to provide pertinent information to resolve the grievance. The Principal/Administrator shall render a written decision within five (5) days from the close of the hearing to the grievant, with a copy to the Association President.

LEVEL 3: SUPERINTENDENT

In the event that the grievant is not satisfied with the disposition of the grievance at Level 2, he/she may, within five (5) days, file the grievance at Level 3.

The Superintendent will, within five (5) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the Superintendent/Principal/ Administrator, the grievant, the Association Representative, and any other person who is able to provide pertinent information to help resolve the grievance. Within five (5) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant with a copy to the Association.

LEVEL 4: ARBITRATION REQUEST

If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant (through the Association) may request a hearing before an arbitrator.

The grievant's request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance in Level 3. The grievant's request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the voluntary rules of the American Arbitration Association.

Once the arbitrator has been selected, he/she will proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, the grievant, and the Administration. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from, or modify the language in arriving at a determination of any issue presented that is proper within the limitations expressed herein, nor shall he/she make any decision contrary to law. In the event that a case is submitted to an arbitrator on

which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The cost of the arbitrator and cost of the hearing room shall be shared equally by both parties.

ARTICLE IV — ASSOCIATION RIGHTS

4.01 The Association has the right to use school mailboxes and staff-room bulletin boards for Association communications.

4.02 The Board shall make available to the Association one (1) copy of the following:

A. Notice of all regular and special meetings.

B. All Board agendas and addenda.

C. Minutes of all regular and special Board meetings. Notices and agendas for regular meetings shall be available to the Association President forty-eight (48) hours prior to the Board meeting. Notice and agenda for a special meeting shall be available to the Association President at least twenty-four (24) hours prior to the meeting. Such minutes and agenda can be provided electronically on the Board's website.

4.03 To use school buildings for Association meetings after notification is provided to the building Principal.

4.04 To use office and audio-visual equipment normally used by teachers during the school day, for Association purposes, provided they are not being used or are not required for any school business or activity.

4.05 The Association shall have the right to payroll deduction of professional dues.

4.06 In addition to leave provided in section 7.05 of this Agreement, the Association President will be provided with twelve (12) professional days annually for Association business (to be used in quarter-day [.25] increments) at the Association President's discretion

4.07 Names, addresses, telephone numbers, and building assignments of all professional personnel, which are on file with the Board, shall be available to the Association by October 30th of each school year.

4.08 Eligibility for tuition-free education of natural or legally-adopted children of full-time staff members who reside outside the District provided through the District's open enrollment policy.

4.09 Scheduling Committee

In a cooperative spirit, one (1) building Administration and one (1) BLEA Representative from each building unit (Elementary/Middle/High) shall comprise the scheduling committee. The committee will meet at least two (2) times per school year. The committee will review and resolve issues regarding balancing member schedules, lunch, planning and duty time in the schedule.

ARTICLE V — MANAGEMENT RIGHTS

5.01 Limited by and in accordance with provisions set forth in this Agreement the Board's exclusive rights include the following:

A. Determine matters of inherent managerial policy, including areas of discretion or policy such as functions and programs, standards of services, overall budget, use of technology, and organizational structure;

B. Direct, supervise, evaluate, and hire employees;

C. Maintain and improve efficiency and effectiveness of operations;

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

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

F. Determine the adequacy of the work force;

G. Determine the overall mission of the school district;

H. Effectively manage the work force; and

I. Take actions to carry out the mission of the school district as a governmental unit.

5.02 Labor Management Committee

A. Purpose

The Labor Management Committee shall be created for the purpose of improving communication between the staff and Administration, to share concerns and to explore suggestions by both Administration and staff.

B. Committee

1. Committee Makeup: The Superintendent (or designee), the Association President (or designee), and other resource persons will be mutually agreed to by the Superintendent and Association President. Other resource members could include Association Representatives and District Administrators.

2. Responsibilities:

   a. Committee may meet three (3) times a year (beginning, middle and end of school year) or when deemed necessary by the Association President and/or Superintendent.

   b. Members of Association and Administration can bring items for the agenda.

3. This committee shall not have any authority to negotiate wages, hours or terms and conditions of employment for the Association or the Board.

ARTICLE VI — COMPENSATION

6.01 Salaries

A. The base salary shall be as follows:

2022-2023 School year - $34,707 (3%)

2023-2024 School year - $35,748 (3%)

2024-2025 School year - $36,642 (2.5%)

B. Perfect Attendance Stipend

A stipend in the amount of one hundred dollars ($100.00) for each nine (9) week grading period shall be awarded to any employee who has not used any sick days/sick leave. (Personal days are not considered sick days/leave.)

A bonus attendance day (used under the same manner as a personal day) shall be awarded to any employee who has achieved perfect attendance all four (4) grading periods.

Each one-hundred-dollar ($100.00) bonus shall be paid at the end of each grading period.

C. Retention Bonus

Due to the increased workload, each member shall receive a one-time stipend of two thousand five hundred dollars ($2,500). To be eligible for this bonus, the member must have been employed by the Beaver Local School District during the 2021-2022 school year.

D. Annual salaries shall be computed according to the index below:

Index Years	Non-Degree	Bachelors	150 Semester Hours	Masters
0	0.865	1.000	1.038	1.095
1	0.900	1.038	1.081	1.143
2	0.935	1.076	1.124	1.191
3	0.970	1.114	1.167	1.239
4	1.005	1.152	1.210	1.287
5	1.040	1.190	1.253	1.335
6	1.075	1.228	1.296	1.383
7	1.110	1.271	1.346	1.441
8	1.145	1.314	1.396	1.499
9	1.170	1.448	1.570	1.688
10	1.195	1.511	1.640	1.766
11		1.574	1,710	1.844
12		1.637	1.780	1.922
13		1.700	1.850	2.000
20		1.732	1.885	2.040

6.02 Pay Distribution

Bargaining unit members shall be paid in twenty-four (24) equal pays via direct bank deposit. Paydays will be paid on the 10th and 25th of each month.

Should a payday fall on a Saturday or Sunday, members will be paid on the previous day (Friday). Should a payday fall on a holiday, the payday would be the day before the holiday.

6.03 STRS Shelter

The Board shall shelter the employees' STRS payments as provided by law.

6.04 Severance Pay

A. 1. All qualifying employees hired before 2000 will be paid up to thirty (30) days + one-fourth (1/4) of their remaining sick leave

accumulation (after the thirty [30] days), up to a maximum of seventy-five (75) days.

2. All qualifying employees hired after 2000 with fifteen (15) years of service at Beaver Local School District will be paid one-fourth (1/4) of their remaining sick leave accumulation of sick days up to a maximum of thirty-five (35) days.

3. All qualifying employees hired after 2000 with twenty-five (25) years of service at Beaver Local School District will be paid one-fourth (1/4) of their remaining sick leave accumulation of up to a maximum of fifty-five (55) days.

4. All qualifying employees hired after 2000 with thirty plus (30+) years of service at Beaver Local School District will be paid one-fourth (1/4) of their remaining sick leave accumulation up to a maximum of seventy-five (75) days.

B. The employee retiring must have fifteen (15) or more years of service with the Beaver Local School District to qualify for severance.

C. An employee who has been granted severance pay by another Ohio Board of Education is not eligible for severance pay from the Beaver Local Board of Education.

D. A retiring employee shall receive their full severance in December following retirement.

E. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "VALIC Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "VALIC 403(b) Plan") with terms that comply with the requirements of this Paragraph 2.

2. The terms of the 403(b) Plan shall include the following:

a. Participation in the VALIC 403(b) Plan shall be mandatory for any teacher actively employed, who is or will be age fifty-five (55) years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.

b. If a retiring teacher is a participant in the VALIC 403(b) Plan, an employer contribution shall be made on his/her behalf under the VALIC 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance

with Article VI, 6.04 Section A and any retirement incentive pay in accordance with Article VI.

c. The required contribution to the VALIC (b) Plan shall be made within the timeframe described in Article VI, 6.04 Section A regarding the payment of severance pay and shall be made within the timeframe described in Article VI, 6.04 Section E. regarding the payment of retirement incentive pay; provided, however, that if the amount payable to the VALIC 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the VALIC 403(b) Plan after the first payroll date in January of the next calendar year.

d. A teacher who is a participant in the VALIC 403(b) Plan shall complete an VALIC 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the VALIC 403(b) Plan on behalf of the teacher.

e. If a teacher is entitled to have a contribution paid to the VALIC 403(b) Plan and dies prior to such contribution being paid to the VALIC 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the VALIC 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's estate.

f. The Plan year of the VALIC 403(b) Plan shall be the calendar year.

g. After adoption of the VALIC 403(b) Plan, any administrative fees shall be borne by the VALIC 403(b) Plan Participants.

3. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the VALIC 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in accordance with Articles VI. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

4. All contributions to the VALIC 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in

his/her sole discretion, determines is required by law. Neither the Board nor the BEA guarantees any tax results associated with the VALIC 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

5. In the event a teacher is ineligible to participate in the 403(b) Plan and dies, the Severance Pay shall be paid to the employee's estate.

6. If severance amounts to less than one thousand dollars ($1,000.00), employees may elect to not participate in the VALIC 403(b) Plan.

F. Re-hiring of Retired District Teachers

1. For the purposes of this section, a retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.

2. A bargaining unit member who is eligible for service retirement under STRS, shall have the right to retire and shall be rehired under a one (1) year limited contract, at his/her option. This contract shall automatically expire at the end of the school year. Any further one (1)-year contracts shall be at the discretion of the Board upon the recommendation of the Superintendent.

3. The bargaining unit member must provide the Board with notice of intent to retire in order to be rehired no later than March 31st. If the letter is submitted on or after April 1st, the retiree is not eligible for the re-hiring of retired teachers in Section 6.04F.

4. The rehired bargaining unit member shall be rehired with no seniority and shall not accumulate seniority while under rehired employment by the Board.

5. The rehired bargaining unit member will be paid at the Bachelor 0 Step of the salary schedule.

6. A rehired bargaining unit member is entitled to participate in all insurance benefits provided to the bargaining unit.

7. A rehired bargaining unit member shall accumulate and be allowed to use sick leave and personal leave accumulated after rehire in accordance with this Agreement. No previous sick leave or personal leave shall be carried over. Additionally, the rehired bargaining unit member shall not be entitled to further severance pay beyond that paid in accordance with Section 6.04F4.

8. This language shall supersede any conflicting language in the Ohio Revised Code.

6.05 Professional Development Reimbursement

The Board will establish a professional development account with the following cap as stated in the year: Each year for the term of the contract = seventeen thousand dollars ($17,000.00). This account will be used for reimbursement for graduate study in education courses for unit members according to the terms below:

A. The Board agrees to reimburse up to one hundred fifty dollars ($150.00) per quarter hour or two hundred dollars ($200.00) per semester hour for graduate study in education courses. Reimbursement shall not exceed the cost of tuition per hour.

B. Courses in teaching methods and courses designed to improve instruction may be accepted for reimbursement credit if prior approval is given by the Superintendent.

C. For Distribution Date:

Application to Treasurer	hand delivered by June 30th or postmarked by June 30th
Board Approval	July meeting
Disbursement*	Sept. 15th

Transcripts must be on file prior to disbursement dates.

D. Modules earned must be while in the employment of the Beaver Local Board of Education for payment to be received.

E. A grade of at least a "B" must be achieved in the course as evidenced by an official transcript or completed credit at an accredited university (or a "PASS" November 15th for all approved course work taken during the preceding six-for Pass/Fail courses).

F. The unit member must work in the Beaver Local System for at least one (1) full year after receiving the tuition reimbursement. If the teacher fails to teach in the District for the required period, the amount of reimbursement received during the prior school year shall be deducted from the employee's final pay.

G. Reimbursement shall be paid by stipend check and shall be distributed by Sept. 15th for all approved course work taken during the preceding twelve (12)-month period (from July 1st to June 30th). The Treasurer shall

calculate the total cost of all course work submitted for reimbursement and shall divide that amount available in the account to determine the ratio of cost to reimbursement. Such reimbursements shall not exceed the actual cost experience of any unit member, and the total of such reimbursements shall not exceed the amount available in the account for that year.

6.06 Professional In-service Stipend

A. The Board agrees to pay a three-hundred-dollars ($300.00) stipend to unit members who have participated in twenty-five (25) hours of non-compensated in-service (beyond the contracted day) for the school year.

B. Documented evidence of attendance at workshops, Camp Fitch participation, or in-services is to be submitted by June 15th. Payment will be included in the last pay of June.

6.07 Longevity Pay

During a bargaining unit member's fifteenth year of service with the District, the Board shall pay a one (1) time bonus payment of one thousand dollars ($1,000.00) in December of that school year.

6.08 Tutoring Pay

Bargaining unit members, who also act as tutors, shall be paid at the rate of twenty-five dollars ($25.00) per hour for tutoring services outside the regularly scheduled teaching assignment.

6.09 Title I

As teachers in the Title I program are reduced, through attrition only, the Superintendent may, in his/her discretion, determine not to replace said teachers. The Superintendent may, if necessary, hire Title I tutors.

The District shall have a minimum of two (2) Title I teachers at all times.

6.10 After School Detention Pay

Payment for after school detention shall be paid at the rate of twenty-five dollars ($25.00) per hour.

6.11 Summer School Teaching Pay

Payment for summer school teaching shall be paid at the rate of twenty-five dollars ($25.00) per hour.

6.12 Extra Period Teaching Pay

A. Teachers who give up their planning period will be paid twenty-five dollars ($25.00) when taking classes for a teacher who is absent and no substitute can be obtained.

B. Teachers will be paid twenty-five dollars ($25.00) per hour when performing any duties not regularly assigned, including covering another staff member's duties or class.

C. In the event a staff member agrees to take on an additional staff member's classroom for the teaching day, the staff member will receive an additional one hundred fifty dollars ($150.00), which may be divided among multiple teachers.

6.13 Grants

If a grant funds program at a higher hourly rate, the grant hourly rate would be used.

6.14 Mileage

All employees required to use their personal vehicle for Board business, as approved by the Superintendent, will be paid at the approved IRS rate on the date of travel.

6.15 Extended Time

A. Extended time shall be paid at the rate of twenty-five dollars ($25.00) per hour with a maximum of ten (10) hours per employee under the following guidelines:

B. Pre-approved by the building Administrator, no exceptions.

C. Bargaining unit member receive no monetary compensation for said activities. Activities must be classroom related.

D. Activities must take place within the time frame commencing two (2) weeks before the first day of school and ending two (2) weeks after the last day of school.

6.16 Supplemental Salary

A. A supplemental contract shall be issued for any Board approved extra-curricular duty in addition to regular teaching duties. See Appendix B.

B. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

C. Supplemental vacancies will be posted to give interested employees an opportunity to apply. Qualified bargaining unit members will be considered first before considering those outside the Association.

D. Supplemental contracts will be paid in a lump sum at the completion of the contract event. Supplemental time slips must be forwarded to the Treasurer's office no later than two (2) weeks prior to the pay dates. If the duties for a supplemental position are split among individuals, each individual shall be paid a lump sum determined by dividing the total number of individuals splitting the duties, into each individual's salary based on his/her years of experience as set forth in Appendix B.

E. A list shall be available to the Association President in October and February as to the names of those holding supplemental contracts at those times. This list shall include:

1. Position

2. Individual's name holding said position

3. Salary

F. No bargaining unit member will be required to accept any supplemental contract.

G. Failure to apply for any supplemental contract shall not be sufficient reason for refusal of employment in the system nor shall it be reason for non-renewal of any teaching contract.

H. Federal income tax on supplemental wages shall be withheld according to a flat rate as established by IRS.

I. Head Athletic Coaches and Faculty Manager(s) may be granted supplemental contracts exceeding one (1) year.

J. Faculty Manager(s) and Athletic Trainer(s) may opt to be paid throughout the year. Sports Program Coordinator may opt to be paid half after the fall sports season and the remaining half after the winter sports season.

K. Curriculum Heads:

There will be twelve (12) Curriculum heads total with four (4) per grade band (K-4, 5-8, 9-12) in language arts, math, social studies and science. Curriculum heads shall be paid an annual stipend of one thousand two hundred fifty dollars ($1,250.00).

6.17 Salary Adjustment

Teachers eligible to advance on the salary schedule, must show evidence of additional training and must submit a written form requesting advancement to the Treasurer of the Board three (3) weeks prior to the beginning of the first or second semester. Teachers employed after the beginning of the school year shall be credited with the number of semester hours completed at the time of employment. If a course is completed, but transcript is not available, the pay will be retroactive to the first pay of the appropriate semester upon receipt of official transcript. To move horizontally on the salary schedule, educational credits must be designed and obtained to enhance their role as an educator, i.e. that which contributes to a teacher's level of expertise in subject area knowledge or teaching strategies, and/or leads to additional education certification. Only course work/hours/degrees which are obtained after certification which are consistent with the above will be considered for credit. As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional fields such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria. Initial salary determinations are within the discretion of the Superintendent or his/her designee and such placements will be deemed final upon acceptance of employment and not subject to further challenge by grievance or otherwise.

6.18 Experience Credit

All members of the bargaining unit shall, at the time of their employment, be given all earned educational experience credit up to and including ten (10) years and as provided for in ORC 3317.13.

6.19 Payroll Deductions

Upon the request of the bargaining unit member, the Board shall provide for all new requested payroll deductions providing ten (10) bargaining unit members are participating in the same payroll deduction.

ARTICLE VII — LEAVE AND BENEFITS

7.01 Sick Leave

A. Each unit member shall be granted one and one-fourth (1 ¼) days of sick leave per completed month of service (fifteen [15] days per year) with a maximum accumulation of three hundred (300) days.

B. Each member who has reached the maximum number of days allowed shall continue to accrue further days to be used in that contracted year.

Sick days, if not used, shall revert to the maximum at the end of each contracted year.

C. Sick leave may be used for absence necessitated by personal illness, injury, exposure to contagious disease, disability due to pregnancy, absence due to adoption (up to thirty [30] days), absence due to illness or injury in the employee's immediate family, or death in the immediate family.

D. Immediate family is limited to: spouse or partner, children, step-children, father, step-father, mother, step-mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, former court appointed guardians, foster children, wards of the court, or any person who clearly stands in an equivalent relationship with the bargaining unit member as any of those so specified.

E. Notwithstanding the language in section C above, bargaining unit members shall be granted one (1) day of sick leave for the death of foster parents, stepbrothers, stepsisters, aunts, uncles, nieces, nephews and cousins.

F. Any new bargaining unit member, upon reporting for work the first day of the school year, may borrow up to five (5) days from their future accumulation of sick leave. If the employee leaves the employ of the Board before the advance sick leave days is paid back; the appropriate amount will be deducted from the employee's last paycheck.

G. Any unit member transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to ORC 3319.141.

H. Employees shall submit use of sick leave to the District Kiosk or system equivalent within three (3) days of return to work. Failure to do so shall deem the employee's absence unpaid until Kiosk or system equivalent is updated.

I. Falsification of sick leave may be grounds for discipline up to and including termination.

7.02 Assault Leave

The Board will advance not more than sixty (60) days wages to employees in a school year, such advancement being solely for the purpose of assisting employees, who have been assaulted in the course of and arising out of employment, to obtain necessary maintenance and care following such an injury or the beginning of a disability resulting from such an injury.

In order to be eligible for the advancement of wages under this section, the employee must agree to promptly apply for temporary total compensation, endorse temporary total compensation checks upon receipt to the Board for the corresponding up to sixty (60) day period for which he/she has been paid wages by the Board; sign a contract with the Board to this effect within one (1) week of the date of the injury and pledge his/her cooperation if the Bureau/Commission sets the matter for a hearing or otherwise contacts the employee inquiring about his/her consent to endorse such temporary total compensation payments to his/her employer as reimbursement for wages advanced.

7.03 Personal Leave

A. Each bargaining unit member shall be granted a maximum of three (3) days of non-accumulative personal leave per school year without loss of pay. Written notice of personal leave must be filed with the Superintendent at least one (1) week in advance of the day requested, except in the event of an emergency.

B. Personal leave days shall be approved by the Superintendent with the following conditions:

1. The number of employees on personal leave at one time may not exceed six (6) bargaining unit members in the District, except for emergency situations,

2. No more than two (2) days personal leave may be taken in succession in combination with a scheduled calendar break.

3. Three (3) personal days may be used in succession. These three (3) days may not be combined with any scheduled calendar break.

C. Use of personal leave shall not be granted during the last two (2) weeks of the school year, unless circumstances warrant otherwise, which requires direct communication with the Superintendent.

D. The Superintendent may allow an exception to the provisions above.

E. A certified/licensed staff member has the option of the following: unused personal days shall be rolled into accumulated sick leave, or the staff member shall be compensated at the rate of two hundred dollars ($200.00) for each unused personal day. Request for payment must be put in writing to the Treasurer by June 1st.

7.04 Professional Leave

A. Each employee may be granted paid professional leave for professional meetings, clinics, school visitations, workshops, or student related activities as approved by the Superintendent.

1. Application for Professional Leave along with completed registration form, if applicable, must be filed with the Superintendent at least one (1) week in advance of the day requested, except in the event of an emergency.

2. Bargaining unit members must also submit with application, an estimated cost of expenses for the Professional Day(s) requested.

B. A bargaining unit member who is subpoenaed to appear before a court as a witness or plaintiff in a legal proceeding or before an agency as a witness shall be granted all necessary Professional Leave, only if it is classroom/student related.

C. The Board shall reimburse the bargaining unit member all necessary and related documented expenses (credit card receipts must be itemized) associated with such approved leave, less taxes, alcohol, and gratuities (gratuities that the restaurant includes in the bill due to the restaurant's policy may be reimbursed.) The Board shall reimburse for meals in accordance with Board Policy PO3440, which states:

Reimbursement will be at the current rate approved by the Board. Requests for reimbursement will be submitted on special forms provided for that purpose. Travel outside of the school district will be reimbursed at the regular fare rate charged to the general public by common carrier, unless travel by private conveyance is more economical, in which case mileage will be reimbursed at the approved rate. Taxi fare from home and conference destination to terminal and return is allowable with receipt. Lodging will be reimbursed at a reasonable per diem rate. All claims must be supported by original receipted bills. Meals will be reimbursed upon receipt proof up to forty dollars ($40.00) per day. Reimbursement for reasonable charges for tolls, lodging, parking, taxis, and official telephone calls will be made upon receipt of supporting receipts. Registration fees are reimbursable.

Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

Whenever a staff member is unable to provide one (1) or more receipts for appropriate expenses, he/she may be reimbursed in an amount not to exceed twenty-five dollars ($25.00) upon written explanation of the reason for the lack of the receipt and the approval of the expenses by the Superintendent.

7.05 <u>Association Leave</u>

A. Up to three (3) bargaining unit members, who are certified delegates of state professional organizations may attend conventions not to exceed a

total of two (2) days per school year. The Board will assume the cost of the substitute only. Other costs will be the responsibility of the Association. At least five (5) days advance notice will be given for the leave to the Superintendent.

B. Notwithstanding the language in Section A, The Beaver Local Education Association President and/or any Association designees shall be entitled to a total of four (4) days per year of Association leave from their work duties to attend to state or local Association business.

7.06 Pregnancy Leave

A. Bargaining unit members are entitled to utilize whatever sick days they have accumulated for up to thirty (30) work days for pregnancy-related disability. If a bargaining unit member is absent from the job more than thirty (30) work days due to pregnancy-related disability, a written medical statement from the attending physician is required before additional sick leave will be approved. The physician's statement must be sent to the Superintendent. In the absence of such a physician's statement, the employee may apply for an unpaid leave under Section 7.08.

B. When utilizing accumulated sick leave for pregnancy-related disability, the employee shall have the same responsibility to comply with the duties required in Section 7.08(E) for unpaid leaves for family and medical reasons.

C. If the employee does not have adequate sick days, or does not wish to use sick leave days to cover the needed leave, the unit member shall be granted a leave of absence, without pay, not to exceed one (1) school year.

D. The first twelve (12) weeks of unpaid pregnancy disability leave are governed under Section 7.08. If leave extends beyond twelve (12) weeks due to the employee's illness or disability, the total duration for such employee's unpaid leaves shall not extend beyond one (1) school year, except in cases where the Board determines there are exceptional circumstances justifying its approval of a total leave period in excess of one (1) school year, but not more than two (2) consecutive school years (See Section 7.07).

E. After the delivery of the child, any bargaining unit employee who is utilizing sick leave for a pregnancy related-disability shall contact the Superintendent relative to her plans to return to work. The bargaining unit member must return to work according to written release by the attending physician or request an unpaid maternity leave of absence.

F. Employees on unpaid leave shall have fringe benefits paid, for up to three (3) months and shall be permitted to continue any or all fringe benefits by

making total monthly premiums to the Treasurer prior to the first day of the month, with the exception of FMLA as provided in section 7.08.

7.07 Unpaid Leave of Absence

A. Upon written request, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional, or other purposes and shall grant such leave of absence without pay for illness or other disability of the member. Such leave shall be for a period of not more than two (2) years. With his/her request, the member shall state the purpose of the leave if for illness or disability and shall supply a written statement from a physician setting the reasons for the need for the leave, and the period of time the member will be unable to return to work due to the illness and/or disability.

Upon further request, the Board may grant additional leave of up to one (1) school year.

B. Employees on unpaid leave shall have fringe benefits paid, for up to three (3) months and shall be permitted to continue any or all fringe benefits by making total monthly premiums to the Treasurer prior to the first day of the month.

C. Upon return from leave the employee shall return to the same or comparable position.

D. The employee must notify the Superintendent in writing of his/her intent to return to work for the following year by April 10th of the preceding year. Failure to comply may result in the Board taking action to terminate.

Upon the return from leave of absence by a bargaining unit member, such a bargaining unit member will be returned to their prior position complete with rights and benefits of that position.

7.08 Family and Medical Leave

A. Upon the terms and conditions of this provision, each employee is entitled to up to twelve (12) weeks of unpaid leave in any twelve (12) month period. An employee is permitted to take this leave for the following reasons:

1. The birth of a child or to care for a newborn child within one (1) year of the birth;

2. The placement of a child with the employee by way of adopted or foster care and to care for the adopted child or foster child within one (1) year of the child's arrival;

3. Care for a seriously ill child, parent or spouse with a serious health condition;

4. Employee's own serious medical condition prevents him/her from doing his/her job;

5. Qualified Exigency Leave that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call of order to covered active duty in the Armed Forces (including the National Guard and Reserve); and

6. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.

B. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider or conditions that incapacitate.

C. Only employees who have worked at least one (1) year for the Board, and at least one thousand two hundred fifty (1,250) hours for the Board over the last twelve (12)-month period are eligible for family and medical leave.

D. Intermittent Leave:

1. Leave for either reason #1 or #2 may not be taken intermittently or on a reduced leave schedule, unless the employee and the Board agree otherwise, and must conclude within twelve (12) months after the birth or placement.

2. When it is medically necessary, leave may be taken intermittently or on a reduced leave schedule when medically necessary. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

3. If an employee requests leave under either reason #3 or #1 based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period in which the leave would extend, the employee must elect either to:

a) Take continuous leave for the entire treatment period; or

b) Transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, and that has equivalent pay and benefits and better

accommodates the recurring periods of leave than the employee's regular teaching position.

4. The term "reduced leave schedule" is defined as a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

E. Employee's Duties:

1. Notice

The employee must provide the Board with not less than thirty (30) days' notice, before the date the leave is to begin, unless the leave is not foreseeable.

2 Certification

The employee must provide, in a timely manner, certification issued by the health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee, as appropriate.

The certificate must state:

a) The date on which the serious health condition commenced;

b) The probable duration of the condition;

c) The appropriate medical facts within the knowledge of the health care provider regarding the condition;

d) For leave under reason #3, a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent;

e) For leave under reason #4, a statement that the employee is unable to perform the functions of his/her position; and

f) In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

If the Board doubts the validity of the certification provided for leave under either reason #3 or #4, the Board may require; at its expense, that the employee obtain a second opinion from a health care provider designated or approved by the Board.

If the second opinion differs from the opinion in the original certification, the Board may require; at its expense, that the employee obtains the opinion of a third health care provider designated or approved jointly by the Board and the employee. The opinion of the third health care provider shall be final and binding on the Board and the employee.

3. Subsequent Recertification: An eligible employee must obtain subsequent recertification on a monthly basis if requested by the Board.

4. If an employee takes leave under reason #4, the employee must present to the Board, prior to resuming work, certification from the employee's health care provider stating that the employee is able to resume his/her duties.

F. Board's Duties:

1. Maintenance of health benefits: The Board will maintain the employee's coverage under its "group health plan" during the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

2. Restoration of Position -- On return from leave, the Board will:

   a) Restore the employee to the position s/he held when the leave commenced if available; or

   b) Restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

3. No loss of benefits: The employee will not lose any employment benefits accrued prior to the date on which the leave commenced. The term "employment benefits" includes all benefits provided or made available to the employee by the Board, including group life insurance, health insurance, and sick leave.

4. An employee is not entitled to the accrual of any seniority or sick leave during any period of unpaid leave.

5. If both spouses are working for the Board, their total leave in any twelve (12)-month period will be limited to twelve (12) weeks, if the leave is taken:

   a) For either reasons #1 or #2; or

b) For the care of a sick parent under reason #3.

G. Substitution of Paid Leave:

1. An employee must substitute any of his/her accrued paid personal leave or family leave for leave provided under either reason #1 or #2 for any part of the twelve (12)-week period of such leave.

2. An employee must substitute any of his/her accrued personal leave or sick leave for leave provided under either reason #3 or #4 for any part of the twelve (12)-week period of such leave.

3. If the employee has not accrued adequate paid leave to encompass the entire twelve (12)-week period of leave taken under this section, the additional weeks of leave necessary to attain the twelve (12) workweeks of leave will be taken without compensation.

H. Return From Leave

The employee must notify the Superintendent in writing of his/her intent to return to work for the following year by April 10th of the preceding year. Failure to comply may result in Board taking action to terminate.

Upon the return from leave of absence by a bargaining unit member, such a bargaining unit member will be returned to their prior position complete with rights and benefits of that position.

7.09 SERB Leave

When a bargaining unit member attends a hearing before SERB, either as a witness properly subpoenaed or as a party, the bargaining unit member shall not be docked any pay in accordance with SERB procedures, provided the Board is a party in the proceedings before SERB at the time of the hearing. (In all other situations, bargaining unit members attending SERB hearings scheduled during their work hours shall apply for personal leave or leave without pay.)

7.10 Jury Duty Leave

A unit member, upon written request to the supervisor, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. In order to receive payment for regularly scheduled hours not worked due to such leave, the employee must endorse the check received for juror services to the Beaver Local School District.

7.11 Health Insurance

The Board shall purchase health insurance that provides major medical coverage including hospitalization, prescription, dental and vision. Such benefits are set forth in Appendix I, Appendix J, and Appendix K.

Full-time bargaining unit members (i.e., employees who work thirty [30] hours or more per week) shall contribute:

2022-2023 Eleven (11%) of coverage fees

2023-2024 Eleven (11%) of coverage fees

2024-2025 Eleven (11%) of coverage fees

Part-time employees (i.e., employees who work less than thirty [30] hours per week) shall have the option to purchase Board provided health insurance at full cost.

A Section 125 plan (pre-tax) will be in effect for all insurance premium contributions and flexible spending plan.

A summary of benefits booklet shall be provided to all unit members.

Coverage to be effective the first day of the succeeding month from the date of hire.

Coverage shall be offered to dependents up to twenty six (26) years of age.

Both parties agree to an insurance appeal procedure in conjunction with the provider of the benefit package.

Prescription drug insurance shall be provided for all employees and their eligible dependents according to the specifications below:

1. Purchase prescription drugs and oral contraceptives as stated in the benefit package in Appendix I.

2. To obtain such benefits, the unit member must be enrolled in the Major Medical Programs.

7.12 Life Insurance

The Board shall purchase a term life insurance of fifty thousand dollars ($50,000) and ND and D for each certificated employee. Certificated employees shall be permitted to purchase an additional amount up to fifty thousand dollars ($50,000) without a physical examination. Additional amounts of twenty thousand dollars ($25,000), fifty thousand dollars ($50,000), and one hundred thousand dollars ($100,000) coverage at the Board assessed coverage rate may be purchased by

the employee. A physical exam may be required for amounts exceeding the initial fifty thousand dollars ($50,000). Dependent Life Insurance may also be purchased by employees according to coverage with the same options at the same or better benefit levels. Coverage to be effective the first day of the succeeding month from the date of hire.

Retiring/resigning bargaining unit members may elect to portal their optional life insurance at their own costs. Rates will be determined by the life insurance company. Payments shall be forwarded to the life insurance company.

7.13 Granting of Additional Sick Leave Days

When a bargaining unit member has twenty (20) or less sick leave days and said member is in danger of exhausting these remaining days due to personal illness, he/she (or closest relative) may make a written request to the Superintendent for additional sick leave days.

Upon receiving the request, the Superintendent may request the BLEA President to survey members of the bargaining unit to determine which members would be willing to voluntarily donate additional sick leave days to the person making the request.

The granting of additional sick leave days in this provision shall be at the sole discretion of the Superintendent, and the granting, or not granting of days by him/her shall not be grievable or legally challenged.

ARTICLE VIII — EVALUATIONS

8.01 Purpose and committees

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

2. To inform instruction

3. To assist teachers and Administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. Committees

1. Evaluation Recommendation Committee (ERC) - This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

2. HQSD Committee — Develop HQSD guidelines set forth in the evaluation committee structure.

3. Teacher Development Committee — develop a list of approved professional development activities, meet with teachers needing or wanting remediation and advise them in developing a professional development plan. Teachers serving on this committee will be paid twenty-five dollars ($25.00) per hour. Committee will be comprised of four (4) teachers and (4) four Administrators.

8.02 Definitions

A. Ohio Teacher Evaluations System (OTES) — The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

B. Teacher — for the purpose of this policy, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

1. A license issued under ORC §3319.22, §3319.26, §3319.222 or §3319.226; or

2. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2003; or

3. A permanent certificate issued under ORC §3319.222 as it existed prior to September 2006; or

4. A permit issued under ORC §3319.301.

C. Credentialed Evaluator — a full-time contracted employee of the Beaver Local School District holding at least one (1) certificate/license named under Division (E), (F), (J), or (L) or ORC §3319.22) who is the immediate supervisor. (For special education teachers, the Special Education Supervisor may be considered to be the "immediate supervisor"). And

meets eligibility requirements under R.C. 3319.111(D) and holds a credential established by the Ohio Department of Education for teacher evaluation.

D. Core Subject Area — means Reading and English Language Arts, Mathematics, Science, Foreign Language, Government, Economics, Fine Arts, History and Geography

E. Evaluation Cycle — The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

F. Evaluation Factors — The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

G. Evaluation Framework — means the document created and approved by the Ohio Department of Education (ODE) in accordance with §3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code as attached to this Agreement in Appendix D-1.

H. Evaluation Instruments — refers to the forms used by the teacher's evaluator. Those forms developed by the ODE are located in Appendix D-2 to this Agreement.

I. Evaluation Procedure — the procedural requirements set forth in this Agreement to provide specificity to the statutory obligation established under §3319.111 and §3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under §3319.112 of the Ohio Revised Code.

J. Evaluation Rating - The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

K. Evidence - Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include,

but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

L. Framework - Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. The approved Framework is attached to this Agreement as Appendix D-1.

M. High Quality Student Data (HQSD) - Quantitative information, derived from instrument(s) rigorously reviewed and approved by the HQSD committee, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

N. Improvement Plan - A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this Agreement as Appendix D-5.

O. Ohio Evaluation System (OhioES) - The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

P. Professional Growth Plan - A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this Agreement as Appendix D-3.

Q. Value-Added — refers to the EVAAS Value-Added methodology provided by SAS, Inc. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

R. Vendor Assessment — student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally-normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

S. Teacher of Record — a teacher who:

1. is responsible for assigning the grade to the student, and

2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and

3. is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

T. Teacher Performance - The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix D-2 of this Agreement.

8.03 Evaluation Recommendation Committee (ERC)

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of OTES 2.0 for the employees of the Beaver Local Schools, as well as overseeing any professional development necessary.

A. Committee Composition

1. The committee shall be comprised of four (4) Association members appointed by Association President and up to four (4) Administrators appointed by the Superintendent. In addition, each party may have additional ad hoc Committee members will be representative of elementary, secondary, and specialty areas.

B. Operational Procedures

1. The committee shall be chaired jointly by a committee member from the Association and an Administrator.

2. Members of the committee will receive training in the state adopted Evaluation Framework model, prior to beginning their work. However, should no training be provided by the state in a reasonable timeframe, the committee may begin its work on a preliminary basis and seek training as soon as possible for its members.

3. The committee will establish by mutual Committee agendas that will be developed jointly by the co-chairpersons of the committee. Further, at the initial meeting, the committee will develop ground rules by which it will operate and select individuals to act as the official recording scribe for its meetings.

4. Members of the committee will receive release time for committee work and training as determined by the co-chairs. For committee work outside of the work day which has been approved by the committee co-chairs, teachers will be paid twenty-five dollars ($25.00) per hour.

5. Minutes of meetings will be distributed to committee members, the Association President, and the Superintendent. Additionally, periodic updates will be provided to the Board and the bargaining unit as deemed appropriate by the committee.

6. The Committee may establish sub-committees to assist with their work. Such sub-committees will be jointly appointed by the committee co-chairs.

7. The committee shall be authorized to utilize consultant(s), including but not limited to educational consultants, software consultants trainers, etc., as it deems appropriate for its own benefit in developing its recommendations, and to recommend the continued use of such within the District as may be determined beneficial.

8. The Board shall provide clerical support and assistance to the committee.

9. The Evaluation Recommendation Committee will meet at least two (2) times per year, once (1) each semester, to better monitor the evaluation process.

C. Committee Authority

1. The Evaluation Recommendation Committee shall not have any authority to negotiate wages, hours or terms and conditions of employment for the Association or the Board.

2. The committee's sole responsibility shall be to collaboratively develop recommendations for the standards-based teacher

evaluation procedure for use in the District by the Board and the Association.

3. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this Agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, then said recommendation shall be subject to ratification by both parties.

8.04 HQSD Committee

The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of HQSD for the employees of the Beaver Local Schools.

A. Committee Composition

1. The committee shall be comprised of four (4) Association members (not more than two [2] per school building) appointed by the Association President, two (2) Administrators appointed by the Superintendent, and the Superintendent or his/her designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

2. The HQSD committee shall include three (3) Bargaining Unit Members that reflect grade/department bands at each building level including the District fine arts.

3. The members of the committee shall be representative of the elementary school, the middle school, the secondary school and specialty areas within the District.

4. The terms of Association members on the committee shall be for a period of no less than two (2) years unless a member leaves the District, retires, requests that the Association removes him/her from the committee, is no longer able to serve due to unforeseen circumstances or is removed by action of the Association.

5. At the conclusion of the Association member's term, or removal there from, the Association will appoint a successor.

B. Committee Operation

1. The committee shall be chaired by an Administrator, who will develop the agenda.

2. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

   a. One (1) task of the committee shall be to develop and establish approval guidelines for HQSD to be used as a part of evaluation process.

   b. The committee shall perform its responsibilities over the term of this Agreement and shall make recommendations to inform future contract negotiations.

4. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.

5. All decisions of the committee shall be evidenced-based and achieved by consensus.

6. Members of the committee shall receive release time or compensation at a rate of twenty-five dollars ($25.00) per hour for work outside the contractual work day for committee work and training.

7. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to educational consultants, software consultants, HQSD trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the board.

C. Secretarial Support

The District shall provide secretarial support and assistance to the committee. Responsibilities shall include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

D. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

3. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this Agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, then said recommendation shall be subject to ratification by both parties.

8.05 Teacher Development Committee

The parties agree to establish a Teacher Development Committee as follows:

A. Develops a list of approved professional development activities which are funded by the state-required monies the Board designates for professional development.

B. Reviews improvement Plans and jointly-developed Professional Growth Plans if requested by a member.

C. Comprised of four (4) teachers appointed by the Association President and up to four (4) Administrators appointed by the Superintendent and jointly chaired in the same manner as the ERC.

D. Will be compensated in the same manner as the ERC Committee for work outside the contractual day.

8.06 High Quality Student Data (HQSD)

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

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased,

and all affected staff shall be trained on utilization of the assessment program. All new vender assessments shall be piloted for a period determined by the ERC prior to being used as a source of HQSD.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

D. No Evaluation Factor shall be impacted solely by student performance on a test or tests.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

8.07 Standards-Based Teacher Evaluation Process

A. Teacher evaluations will utilize Appendix D-4 with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on the holistic, summative results from the evaluation rubric.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished,

2. Skilled,

3. Developing, or

4. Ineffective

All members rated Accomplished, Skilled and Developing in the bargaining unit shall be considered comparable to one another for Reduction in Force purposes.

All members rated Ineffective in the bargaining unit shall be considered comparable to one another for Reduction in Force purposes.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

B. Assessment of Teacher Performance

A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix D-2 of this contract.

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and on the walkthroughs that are set forth in this Agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video, audio or electronic devises without the written permission of the teacher.

C. Orientation of Teachers

Not later than September 15th of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

D. Schedule of Evaluation

- Accomplished - every three (3) years
- Skilled - every two (2) years
- Developing - annually
- Ineffective - annually

The BLEA will receive a list of teachers and their evaluators for each school year by September 30th.

The Board may elect not to evaluate a teacher who was on leave from the District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

E. Finalization of Evaluation

1. Written Report — Before the evaluation cycle is final, and not later than May 10th, a copy of the formal written evaluation report shall be given to the teacher.

2. Completion of the Evaluation Cycle — A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix D-2 of this contract.

3. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

4. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal report.

5. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

6. The evaluation report shall be completed by May 10th, signed by both parties, and filed with the Superintendent.

7. Final evaluation conferences may be requested by either the Bargaining Unit member or the evaluator, but are not required.

8. Final evaluation for any teacher up for non-renewal will be completed prior to non-renewal notification meeting.

9. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) — The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

10. A teacher shall be given, by the District, one (1) copy of all information and documents obtained through the evaluation process.

11. The District shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th.

12. The Board shall report only the minimum evaluation information required by ODE.

13. The BLEA President will receive a copy of all evaluation information reported to ODE each year, including the final evaluation rating for each teacher (by name), each year and a list of teachers for whom an evaluation was not completed by July 15th.

F. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teachers personnel file. A copy signed by both parties, shall be provided to the teacher.

G. Due Process

Teachers who disagree with the rating of performance and/or the summative evaluation rating may be allowed to request a different evaluator complete an additional formal observation; and such request shall be honored by the District.

8.08 <u>Formal Observation Procedures</u>

A. A minimum of two (2) formal observations shall be conducted; the first by Winter Break and the second by May 1st. A formal observation shall last a

minimum of thirty (30) continuous minutes. There shall be at least two (2) weeks between formal non-continuous observations unless otherwise agreed to by the teacher. No formal observation shall be completed the week prior to or the week of assigned teacher's testing dates.

Teachers shall not receive a formal observation on a day before the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

B. Observation Conference: All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within five (5) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form in the Appendix of this Agreement.

A post-observation conference shall be held after each formal observation. The post- observation conference shall take place within ten (10) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan and afford the teacher the opportunity to provide additional evidence of performance.

C. Informal Observations/Classroom Walkthrough Procedure

1. A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

- Evidence of planning;
- Lesson delivery;
- Differentiation;
- Classroom environment;
- Student engagement;
- Assessments;

- or any other component of the standards and rubrics approved for teacher evaluation.

2. Consist of at least five (5) minutes, but not more than twenty (20) minutes. Data gathered shall be placed on walkthrough form found in the Appendix of this agreement and provided to the teacher within two (2) days. Teachers shall have the opportunity to respond to feedback.

3. Walkthroughs shall not be conducted on the day preceding any holiday or recess recognized on the District calendar.

D. Response to Evaluation

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

8.09 Professional Growth Plans and Professional Improvement Plans

Based upon the results of the holistic annual teacher evaluation from Appendix D-4 each teacher must develop either a Professional Growth Plan or Professional Improvement Plan as follows:

A. Teachers whose performance rating is Accomplished will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the form in Appendix D-3 of this Agreement.

B. Teachers whose performance rating is Skilled or Developing develop a professional growth plan collaboratively with his/her Administrator and the teacher will have input on his/her evaluator for the next evaluation cycle, utilizing the form in Appendix D-3 of this Agreement.

C. Teacher whose performance rating is Ineffective will develop a Professional Improvement Plan with their Administrator in Appendix D-5, which shall be reviewed by the Teacher Development Committee. The Improvement Plan shall utilize the form in Appendix D-5 of this Agreement.

8.10 Personnel Action Requirements

A. The evaluation procedure shall not be used for any decision concerning the assignment, reassignment, or transfer of any teacher.

ARTICLE IX — FAIR DISMISSAL

9.01 The length of the probationary period of employment shall be for the first three (3) years of employment, and any such probationary employee may be non-renewed prior to the fourth year of employment pursuant to the procedures herein.

All probationary bargaining unit members whose contracts are recommended for non- renewal shall be entitled to the following:

A. Non-renewal of contracts shall be preceded by written notification, to the employee from the Superintendent, stating the intent to recommend non-renewal. This notification shall be given to the employees by March 31st. Employees so notified shall be given the opportunity, upon written request, to address the Board in executive session with an Association Representative and may prior to official action by the Board, have an additional representative of the individual's choice.

B. Written notice of the Board's action of non-renewal shall be given to the bargaining unit member on or before April 30th and shall be served on the bargaining unit member personally or mailed by certified mail to his or her last address as shown on the records of the Board.

C. Probationary employees shall not have the right to grieve, appeal, or otherwise challenge non-renewal of these contracts except as to the procedure set forth in A&B above.

D. Failure on the part of the District to follow any of the procedures set forth in Article VIII and in sections A and B above, shall render the non-renewal of a probationary employee invalid, and shall cause the Board to reinstate the individual, without loss of pay, benefits or seniority, under a contract in accordance with section 11.01 in this Agreement.

9.02 The termination or non-renewal of non-probationary bargaining unit members and the termination of continuing contract status members shall be controlled by the provisions that follow:

A. In the event of non-renewal or termination of a non-probationary bargaining unit member, the bargaining unit member will be notified by his/her supervisor at a teacher- Principal evaluation conference if cause be poor performance. This meeting will take place no later than March 18th and the teacher will be presented with a written summation (copies to the Superintendent and the BLEA President) specifying those deficiencies in his/her performance that warrant non-renewal or termination in addition to the Teacher Appraisal Report forms that school year and all other relevant communications. If the cause for termination is for gross inefficiency or immorality, lack of following a superintendent's

approval plan for meeting HQT, willful and persistent violations of reasonable Board regulations, or for other good or just cause such action may be initiated at any point following alleged violations.

B. A bargaining unit member so informed may request in writing within ten (10) days of notification to the Superintendent, a joint review of the circumstances contributing to this action. The conference to discuss the allegations shall be attended by the bargaining unit member, the bargaining unit member's Association Representative(s), the bargaining unit member's Principal, and the Superintendent. Said conference shall be held no sooner than five (5) days nor later than twelve (12) days following the bargaining unit member's request for a meeting. This meeting will take place prior to any official action by the Board of Education. Within five (5) days, a written statement of the Superintendent's final recommendation to the Board is to be received by the employee, with a copy sent to the Association President.

C. Prior to the Board's official act not to continue to employ a non-probationary member, the member shall be given in writing a complete statement of the reasons for this non- renewal or termination from the Superintendent. The reasons for non-renewal and termination as delineated in ORC 3319.16 are the following: gross inefficiency or immorality for willful and persistent violation of reasonable regulations of the Board of Education, or for other good and just cause. Within five (5) days of the request, these reasons will be delivered to the unit member with a copy sent to the Association President.

D. Once a bargaining unit member has received such reasons for non-renewal or termination, he/she shall have the right to a hearing before the Board in executive session within twelve (12) days and prior to any non-renewal/termination action of the Board. He/she shall also have the right to Union Representation at such hearing.

E. Such bargaining unit member may appeal the decision of the Board by filing a grievance at level 4 of the grievance procedure within fifteen (15) days of notice of the Board's decision, initiated at any point following alleged violations.

F. Failure on the part of the District to follow any of the procedures set forth in Article VIII and in sections A through E above, shall render the non-renewal or the termination of a non-probationary bargaining unit member invalid, and shall cause the Board to reinstate the individual, without loss of pay, benefits or seniority, under a contract in accordance with section 11.01 in this Agreement, or under a continuing contract if such was held by the individual prior to termination.

9.03 The provisions of this Fair Dismissal section do not apply to supplemental contracts, nor to replacement contracts as defined in Article 11.03 and 7.08.

9.04 It is the intention of the parties that the Fair Dismissal, Evaluation, and Discipline provisions of this Agreement shall supersede O.R.C. 3319.11, and 3319.111 as they relate to evaluation, non-renewal, and termination.

ARTICLE X — DISCIPLINE

10.01 A meeting with a member of the bargaining unit, by an Administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said employee, shall, upon request of the employee be in the presence of an Association Representative and the Administrator making the charge or imposing disciplinary action.

10.02 Disciplinary interviews shall be conducted in private and shall remain confidential to the extent provided by law.

10.03 No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation, adversely evaluated, or otherwise deprived of any professional advantage without just cause.

10.04 Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report.

10.05 Nothing herein shall be construed to deny any individual his/her right to counsel or right to pursue appeal through the grievance procedures.

10.06 In the event of Board action to suspend a contract for disciplinary reasons, the Board shall serve notice in writing personally or by certified mail to last known address. A disciplinary action which resulted in a suspension of contract may be appealed in accordance with Article 9.02 sections D and E.

ARTICLE XI — CONTRACTS

11.01 Limited Contracts

Bargaining Unit members who do not qualify for a continuing contract shall receive limited contracts in the following sequence:

- 1st year - a limited contract of one (1) year
- 2nd year - a limited contract of one (1) year

- 3rd year - a limited contract of one (1) year
- 4th year contract and thereafter shall receive a limited contract for three (3) years.

11.02 Continuing Status

A. A bargaining unit member becoming eligible for a continuing contract shall be considered for a continuing contract when the next regular issuance of contracts is made at the April Board meeting.

B. A bargaining unit member eligible for a continuing contract shall be defined as the following:

a) Any employee holding a professional, permanent, or life teacher's certificate;

b) Any employee holding a professional educator license who has completed the applicable one of the following:

i. If the employee did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of educator shall adopt; or

ii. If the employee held a master's degree at the time of initially receiving a teachers certificate or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

C. To be considered fora continuing contract, eligible bargaining unit members must submit a letter to the Superintendent requesting such consideration prior to the April board meeting.

ARTICLE XII — REDUCTION IN FORCE

12.01 REASONS AND PROCEDURES

When the Board determines it necessary to reduce the number of bargaining unit positions, these procedures shall apply:

A RIF may occur for the following reasons:

A. Decrease in overall pupil enrollment and/or decrease in enrollment in grade level or program area;

B. Suspension of schools or territorial changes affecting the District;

C. Return to duty of teacher on leave of absence; and

D. Financial reasons

12.02 The following procedures shall apply to a reduction in force:

A. Attrition -- The Board will attempt to avoid, or if it cannot reasonably be avoided to keep to a minimum, a reduction in force through attrition by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.

B. Reduction Other than by Attrition -- To the extent that the Board determines it necessary to reduce the number of certificated staff after implementation of 12.02(A), reductions will be achieved by suspension of contracts. Suspension of contracts pursuant to a reduction in force will be based on seniority when choosing between teachers with comparable evaluations.

C. Contract suspension(s) may be made once per year and shall be effective August 1. In the event of unforeseen circumstances, contract suspension(s) may take place at any time during the school year.

D. On or before the May regular Board meeting preceding the date of implementation, the Association President shall be notified of the Board's decision to reduce in force.

E. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. The certification area(s) of teacher(s) who will be returning from approved leaves of absence will be separately indicated as part of the aforementioned formalized list. The number of teachers who will be returning, within an area of certification, will be indicated. This statement shall be prepared prior to the May regular Board meeting during the calendar year in which implementation is to occur. The Association President shall receive two (2) copies of said list within five (5) days of completion of the list.

F. Definitions

1. Seniority - is continuous service (unbroken employment) as a bargaining unit member with the Board beginning with the date of

the Board meeting when hired and then by when the initial employment contract was signed. Any remaining ties will be broken by lot.

2. Areas of Certification/Licensure - shall be defined as the teaching and/or any subject areas said bargaining unit member is certified/licensed to teach.

3. Board approved leaves of absence do not interrupt seniority, but time spent on such leaves shall not count towards seniority.

4. Seniority of teachers, who resign and are subsequently re-employed, shall begin at the date of reemployment.

5. Position is the employees current teaching assignment.

6. Comparable Evaluation — Evaluation ratings above ineffective shall be deemed comparable.

G. Reduction - staff reductions based upon the Superintendent's recommendation pursuant to this policy shall be made as follows:

1. All bargaining unit members shall be placed on a seniority list for each teaching field for which they are properly certificated by March 1st of any school year.

2. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority.

3. Bargaining unit members serving limited contracts will be placed on the list under continuous contract teachers, also in descending order of seniority.

4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for the area of certification, who is currently assigned to a position in that teaching field.

5. A bargaining unit member so affected may elect to displace a fellow staff member, who holds a lower position on a seniority list in another area of certification provided he/she meets Highly Qualified Teacher requirements for the position, or will complete a plan, approved by the superintendent, to meet HQT within two years.

6. Limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

a. Comparable evaluations.

b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

7. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

a. Comparable evaluations.

b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

H. Displacement Rights

A teacher whose contract has been suspended pursuant to this Article may displace a less senior teacher holding a position for which the riffed teacher is licensed/certificated to teacher. Among teachers with comparable evaluations, seniority shall be the determining factor in implementing the displacement rights such employees shall have.

12.03 Recall

The names of bargaining unit members whose contracts are suspended in a reduction in force will be placed on a Recall List. Bargaining unit members on the Recall List will have the following rights:

A. Bargaining unit members on the recall List will be recalled in order of seniority of those teachers with comparable evaluations for vacancies in areas for which they are certificated/licensed. These vacancies must be filled from the recall list before any transfers/reassignments may occur. Unit members with a limited contract that were suspended because of RIF shall be retained on the recall list for twenty-four (24) months, which shall be from September 1st to September 1st.

No new certificated employees in the specified certificated area may be employed while qualified bargaining unit members are on layoff status.

B. If a vacancy occurs, the Board will send a certified announcement to the last known address of all instructional staff members on the Recall List who are qualified according to these provisions.

C. It is the bargaining unit members responsibility to keep the Board informed of his/her current address.

D. All bargaining unit members are required to respond in writing to the Superintendent within ten (10) workdays.

E. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary level enjoyed at the time of layoff.

F. The Board and Association agree that these procedures apply only to the suspension of contracts under Ohio Revised Code Section 3319.17.

G. The Superintendent shall make available annually to the Association President on or before March 1st, the current seniority list of all teachers.

H. Bargaining unit members who experience RIF shall be given first consideration as substitute teachers, upon their request.

I. An employee may be removed from the recall list if he/she:

1. Waives his/her recall rights in writing;

2. Resigns;

3. Fails to accept recall for a position for which he/she is certified within ten (10) days of notification; or

4. Fails to report to work within fifteen (15) working days after receipt of the notice of recall, unless sick or injured.

ARTICLE XIII — TERMS AND CONDITIONS

13.01 Personnel Record File

A. The official personnel file of each employee will be maintained in the central office. Only one (1) official teaching personnel file for each employee shall be maintained by the District, excluding treasurer's payroll files.

B. Any bargaining unit member shall have the opportunity to read any material before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall indicate only that the material has been inspected by the teacher. He/she shall also have

opportunity to reply to critical material in a written statement to be attached to the filed copy.

C. Teachers shall be informed of any complaint by a parent and/or student, which is directed toward them, which will become a matter of record. No complaint shall become a matter of record unless it can be substantiated through an investigation completed to the satisfaction of the Superintendent.

D. Neither anonymous letters nor unsubstantiated materials shall be placed in the teachers personnel file.

E. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.

F. Upon the teachers request, written reprimands and/or critical letters or items of a disciplinary nature shall be removed from the teacher's file providing that two (2) years have elapsed from the date of the document and no other formal disciplinary action or reprimand has been filed during the two (2) year period.

G. By appointment, a teacher shall be entitled to a photocopy (at no cost) of the contents of his/her personnel file excepting employment references which are labeled confidential.

13.02 Art, Music, and Physical Education:

A. Physical Education instructors will be provided in Grades K - 8.

B. Art and Music teachers will be provided for Grades K - 6.

C. During this period that the class schedule assigns students to art, music, and physical education, the student's classroom teacher will have planning time.

13.03 Instructional Planning and Faculty Meetings:

On the first day of school, the Principal will distribute to each teacher a yearly schedule of all regular faculty meetings. Emergency meetings may be called at any time and those bargaining unit members who provide a written statement to the Principal of a previously scheduled appointment shall be excused from such meetings.

13.04 Length of Work Day:

A. The bargaining unit member's work day shall not exceed seven (7) hours. These time limits shall include lunch periods and planning periods and shall be continuous from the time teachers are required to report.

B. The work day will occur between the hours of 7:00 A.M. and 4:00 P.M.; however, the Principal may call faculty meetings that go beyond the seven (7) hour day. The aggregate time for required faculty meetings shall not exceed thirty (30) minutes per month.

C. All unit members shall have at least thirty continuous uninterrupted minutes without students of lunch time during which they are not assigned any work duties.

D. If a unit member is required to stay for bus duty beyond the work day, he/she will be paid at the rate of one to thirty (1-30) minutes ten dollars ($10.00); thirty-one to sixty (31-60) minutes twenty dollars ($20.00). The sum of the time will be payable every two (2) weeks on payday after time slips are submitted.

13.05 Teacher Assignment:

All bargaining unit members will be sent their assignment for the ensuing school year relative to subject and/or grade level with the first pay check in August.

13.06 Vacancies:

Notice of vacancies to be filled or newly created positions shall be posted for five (5) days prior to the filling of such positions. Notices of vacancies during the month of August shall be posted/emailed for three (3) days prior to filling of such positions. A copy of these notices shall be emailed to all members of the Association and posted within the District.

A. A vacancy shall be any position in the bargaining unit resulting from an employee's leaving employment as a result of:

1. termination or non-renewal

2. resignation or death

3. creation of a new bargaining unit position

B. Each posting shall include the following:

1. position(s) available

2. certification and/or licensure require by the State of Ohio

3. applications must be submitted through email to the Superintendent by 4 P.M. during the school year; 2 P.M. during the summer months

4. effective starting date

5. any additional pertinent information.

C. If no applications are received within five (5) school or work days of the date of posting the notice, it will be assumed that there is no interest in the position among staff members and the position may be filled from outside the system.

D. A person hired to fill a posted vacancy must possess the required posted certification and/or licensure for the vacancies. Seniority in the District shall be the determining factors for filling vacancies when applicants possess certification and/or licensure from the State of Ohio which allows them to assume such bargaining unit positions.

13.07 Voluntary Transfer:

Teachers may request and the Board may grant a change of assignment in accordance with the following procedures:

A. Change of assignment request shall refer to (1) change in building, (2) change of year/level, (3) change of subject.

B. Transfer requests may be initiated by teachers using the following guidelines:

1. A transfer request letter shall be submitted to the office of the Superintendent by March 30th prior to the school year in which the transfer would occur.

2. If there are no bargaining unit members awaiting recall, transfer requests for vacancies shall be granted in accordance with section 13.06.

3. No transfer shall be made during implementation of a RIF that will cause the lay-off of a more senior employee.

4. No transfer shall be made during a RIF that will negatively impact the recall of an employee on layoff.

13.08 Involuntary Transfer/Reassignment:

A. Reasonable effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an

involuntary transfer in the building or within an area of certification, notification thereof shall be given to the involved teacher(s) by July 30th preceding the effective date of said involuntary transfer. No teacher shall be involuntarily transferred without just cause. When involuntary transfers are necessary due to a staffing need, a teacher's area(s) of certification, Highly Qualified Status, his/her teaching experience, and length of service in the Beaver Local School System will be used as the criteria in determining if a teacher is to be transferred (least service-first transferred).

B. Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting [within five (5) days of a written request] of the teacher(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved teacher may request representation of his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

13.09 Planning/Preparation/Conference Period:

1. Each Teacher shall be scheduled at least two hundred (200) minutes per week for preparation, planning, and conference. A planning period shall consist of at least thirty (30) uninterrupted minutes without students or duties. Conferences with parents shall be scheduled by the individual teacher. These conferences should be arranged in a timely manner and the conference scheduled within a week of the original contact. MH teachers (due to the nature of the position) shall have at least two hundred (200) minutes per week preparation, planning and conferences. They may not have their days balanced in time.

13.10 Extra Duties:

A. Each Principal shall provide a written list of responsibilities for extra duties beyond the teaching assignment.

B. Extra duties are those assignments during the workday including playground, bus, lunchroom, halls, restroom.

C. A committee may be formed consisting of three (3) teachers and a building Principal to determine extra duty schedule provided that request to participate in such is made at least three (3) weeks prior to the end of current school year.

13.11 Notice for School Closing/Delays:

A. A decision to close or delay a school day shall be communicated by the Superintendent to local news media to announce. Unit members shall

not be required to report for duty if their building is closed unless requested to attend a previously planned meeting or professional conference commitment, and shall then be granted compensatory time by the respective building Principal. Request must be made on the appropriate from (Appendix E).

B. If instructional days are lost due to inclement weather or other calamity, the staff will be allowed six (6) days lost to calamity and three (3) online instruction days, i.e., Blizzard Bags, but will be required to make up all other lost days to fulfill their contract.

Blizzard Bags will be assigned on days two (2), four (4), and six (6).

Following the occurrence of the eighth (8th missed day, the Superintendent and the Association President shall meet to discuss how to best make-up missed instruction (i.e., scheduled make-up days) that have or may become required.

Based upon the number of instructional hours completed to date and the potential for additional calamity days, the Board of Education, by resolution, may amend the school year calendar after consultation with the BLEA.

13.12 SCHOOL CALENDAR

A. The Association Calendar Committee shall develop recommendations for a school calendar by polling all teachers and presenting such poll as priority for such recommendations. The recommendation shall be forwarded to the Superintendent by January 15th of each year in order to be considered.

B. The school calendar shall consist of, and may exceed but not fall below, the minimum number of instructional hours as required by state law and shall consist of:

1. The school calendar shall consist of one hundred seventy-eight (178) teaching days and four (4) parent-teacher conference days and in-service days, and one (1) record day (as last work day) for a total of one hundred eighty-three (183).

2. Open House - completed attendance at the employee's "Open House" will provide a bargaining unit member three (3) hours of compensatory time off work which must be approved in advance by the building Administrator. Request must be made on the compensatory time form (Appendix E).

C. Compensatory time will be given for a school-related activity, approved in advance by the building Principal or District Administrator when the

bargaining unit member receives no monetary compensation for said activity. No more than twenty-one (21) hours (exact time for exact time) will be accumulated. The request for compensatory time shall be in writing and will accompany a compensatory leave request form (Appendix E).

13.13 Work Environment

The Board shall provide each member of the bargaining unit with a safe and healthy work environment. If the Board or the Administration is made aware of any compromise in the safety and/or health of the workplace provided to any bargaining unit member or group of bargaining unit members, the Superintendent or designee shall immediately and thoroughly investigate the situation, and shall keep the affected bargaining unit member(s) and the Association President apprised of the progress and results of the investigation. Immediately upon the investigation's conclusion, the Superintendent shall take all such action as deemed necessary to restore the safety and/or health of the workplace. If the compromise to the safety and health of the workplace of any bargaining unit member(s) is the result of a threat of any kind made by a student, parent, and/or any other person, the Superintendent shall take all such immediate action necessary to protect the safety of the affected bargaining unit member(s).

ARTICLE XIV — DUES DEDUCTION AND FAIR SHARE FEE

This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. _____ (2018), and will not be implemented, but is preserved should the law change in future years.

14.01 On the effective date of this Agreement and for employees hired after the effective date of the Agreement sixty (60) days following the beginning of employment, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by Association members, and shall only represent the proportionate amount paid by Association members for non-Union related activities, as certified by the Union. The Association shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

14.02 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association shall then be transmitted by the Association to the Treasurer of the Board on or about January 1st of each year for the purpose of determining amounts to be payroll-deducted and the Board agrees to promptly transmit all amounts deducted to

the Association. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 15th until the second paycheck. 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 Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

14.03 A. The Board shall provide payroll deduction for the Association's annual dues.

Each employee shall give written authorization to have Association dues deducted. Once an employee has given authorization, the deduction shall continue each year unless the employee gives notice of a change.

B. The first paycheck deduction shall start the second pay in October and continue in equal installments with the final installment made by the second pay in July.

C. The Treasurer shall transmit the dues deductions to the Association within ten (10) days of the payroll deduction,

14.04 The Association shall defend and indemnify the Board of Education and Treasurer and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Board of Education and/or Treasurer for purposes of complying with any of the provisions of this Article or in reliance on any list, notices, certifications or assignments furnished under any of such provisions. The Association shall reserve the right to designate counsel for defense and indemnification of the Board and Treasurer. The Association covenants that counsel furnished by the Association for defense and indemnification of the Board and Treasurer shall conscientiously endeavor to cooperate with Board counsel.

Any legal claim or action filed concerning fair share fee made against the Board shall be notified promptly to the Association.

ARTICLE XV — MAINTENANCE OF STANDARDS

15.01 Maintenance of Standards

During the duration of this Agreement, the Board of Education shall maintain the accumulated rights and privileges of past practice and the employment and personnel practices that are not specified in this Agreement.

ARTICLE XVI — NON-DISCRIMINATION AND EQUAL TREATMENT

16.01 Both the Board and the Association recognize their respective responsibilities under Federal and State civil right laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, sexual orientation, identity, or handicap.

16.02 The Board and Association recognize the right of all employees and all applicants for employment to be free to join and right not to join the Association and to participate in lawful concerted Association activities. Therefore, the Board and Association agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Association membership or non-membership, or because of any lawful activity in an official capacity on behalf of the Association.

16.03 All bargaining unit employees shall receive fair and equitable treatment and share in any and all benefits as provided herein.

ARTICLE XVII — PROVISIONS CONTRARY TO LAW

17.01 The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under ORC 4117.10 (A) shall not be affected by this Article. Should any provision of this contract be held in violation of the law by a court of competent jurisdiction, then that provision of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

ARTICLE XVIII — SMOKE-FREE ENVIRONMENT

18.01 In compliance with Public Law 103-227; 1994 H.R. 1804; 108 Stat. 125, Sections 10411044, collectively referred to as the Pro-Children Act of 1994, there shall be no smoking in any indoor facility owned, any District vehicle, leased or operated by the Board. Failure of a bargaining unit member to comply with this provision shall be grounds for disciplinary action against that member in accordance with Article XVII of this Agreement.

ARTICLE XIX — RESIDENT EDUCATOR PROGRAM

19.01 Purpose

The Resident Educator Program for beginning teachers will provide the newest educators with the coaching, mentoring and guidance, that are critical to improving their skills and knowledge and student achievement and which will be a program administered and funded by the Beaver Local School District.

This program shall not replace the negotiated employee evaluation system.

19.02 Committee

A. Responsibilities

1. Collaborate in the administration of the program, selection and assignment of mentors;

2. Provide for the training of mentors and resident educators;

3. Review the program's effectiveness;

4. Address/resolve, mentor/mentee concerns, issues, problems;

5. Comply with ODE and statutory requirements;

B. Committee Makeup

1. This committee will include three (3) BLEA members who are practicing teachers and representative of elementary, middle school and high school educators appointed by the Association President and Lead Mentor and two (2) Administrators who are appointed by the Superintendent.

2. Committee members shall be trained mentors whose term of office shall not exceed three (3) years. Terms shall be staggered. The number of terms a committee may serve shall not be more than two (2) consecutively.

3. The Lead Mentor shall chair the committee and shall be appointed jointly by the BLEA President and the Superintendent.

4. All members shall attend all Beaver Local Resident Educator Committee meetings to the greatest extent possible.

5. Committee members shall be provided release time up to two (2) times per school year to attend Committee meetings: said release time shall be separate from any other release time covered under this Agreement. The amount of release time shall be mutually agreed between the Lead Mentor and the Superintendent.

6. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

19.03 Mentors

A. Qualifications

1. The Mentor Teacher must have Continuing Contract status and have a minimum of five (5) consecutive years of teaching experience in the District and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) and shall be a classroom teacher.

2. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.

3. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

B. Selections

Selections shall be made by the Resident Educator Committee. A Mentor Teacher shall be assigned to a Resident Educator with certification/licensure in the same grade level or subject area. Should no Mentor be available in the same area of certification/licensure, the Committee may assign a Mentor from the grade level or subject area most closely related to that of the resident educator. Teachers with

Master Teacher designation shall be encouraged to be trained and serve as Mentor Teachers.

C. Training

Mentor Teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. State required mentor training;

3. Opportunities to consult with and otherwise assist the assigned Resident Educator on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

D. Responsibilities

1. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education.

2. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.

3. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.) and protocols to support the resident educator.

4. The mentor will attend regional mentor network meetings, as available.

5. The mentor shall not have a formal evaluation role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

E. Release Time

1. Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be provided as mutually agreed upon with the building Principal.

2. Each Mentor Teacher shall be granted release time to attend committee meetings, to receive necessary training, and to perform the required committee work.

3. Coverage needs for such release time brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building Principal and Mentor Teacher.

19.04 Protections and Restrictions

A. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

B. All good faith efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator; however, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.

C. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation or affect such evaluation in any manner.

D. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

E. In the event that the District does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

F. Mentor Teachers shall not participate in the evaluation of any Resident Educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

G. At any time, either Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

H. All members of the Committee, Mentor Teachers, and Resident Educator shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Further, Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any Administrator, assessor, or other teacher.

I. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.

J. Resident Educators will be placed on the appropriate step and column of the negotiated salary schedule.

19.05 Compensation

A. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend of one thousand two hundred fifty dollars ($1,250.00) per year for each Resident Educator mentored, payable in two (2) installments of six hundred twenty-five dollars ($625.00) per semester. The stipends are to be paid in February and June of that school year and shall be pursuant to a supplemental contract. Should a mentor resign from the mentoring assignment prior to the end of the year, the stipend shall be pro-rated for both the resigning mentor and the replacement mentor.

B. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.

C. The Mentor Teacher will submit to the Treasurer's office a statement verifying that that year's duties of Mentor Teacher have been completed. The statement shall be verified by the Building Principal, and shall be submitted by the last working day of each semester for which the bargaining unit member was assigned the position of Mentor Teacher.

D. The Lead Mentor shall receive a stipend of one thousand seven hundred fifty dollars ($1,750.00) per year, paid in two (2) installments of eight hundred seventy-five dollars ($875.00) per semester, which shall be pro-rated should the Lead Mentor serve for less than a full school year.

19.06 Resident Educator

A. Each Resident Educator shall be given an initial orientation on the following matters:

1. The pupils and community to be served;

2. School policies, procedures, and routines consistent with this Agreement;

3. Courses of study, competency-based education programs, and responsibilities for lesson plans consistent with this Agreement;

4. The layout of the facilities of the assigned school building(s);

5. The nature of the Resident Educator Program which will be provided; and

6. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

B. Each Resident Educator shall be provided with the following:

1. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum and the instructional resources available for such implementation;

2. Assistance with the management tasks identified as especially difficult for beginning teachers;

3. Assistance in the improvement of instructional skills and classroom management; and

4. The opportunity to consult/observe other teachers both within and outside of the District.

5. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in one-half (1/2) day increments and shall be coordinated by the Building Principal/Immediate Supervisor. Such time is in addition to any additional Professional Leave requested and approved pursuant to this Agreement.

6. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.

7 All reasonable efforts will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

19.07 Program Review/Revisions

A. Committee — Mentor Teachers and Resident Educators may meet as a group with the Resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than June 1.

B. Association/Board — Association and Board representatives may meet to discuss the recommendations prior to the next school year.

C. Mentor Teachers — In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

ARTICLE XX — LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

20.01 Establishment of LPDC Committee

It is agreed between the Beaver Local Teachers Association and the Beaver Local Board of Education that there shall be Local Professional Development Committee established, as provided for in Senate Bill 230 and passed by the 1996 General Assembly of the Ohio Legislature. The LPDC shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

20.02 Committee Composition and Terms of Office

A. The committee shall be comprised of seven to eight (7 to 8) members as follows:

1. Four (4) teachers
2. Two (2) certificated/licensed Administrators
3. BLEA President or Association designee
4. Superintendent

B. The BLEA President, or Association designee, and the Superintendent shall serve permanent terms on the committee. Beginning with the 2000/01 school year the terms of office for all other committee members shall be two (2) years, except that one (1) teacher member and one (1) certificated/licensed Administrator member shall serve a one (1)-year term during that year. Thereafter, all succeeding terms for committee members, except for the BLEA President and the Superintendent, shall be for two (2) years.

20.03 Committee Selection

A. The teacher members shall be appointed by the BLEA president. The certificated/licensed Administrators shall be appointed by the Superintendent.

B. In the event of an in-term vacancy, the committee member shall be replaced in accordance with a. above,

C. For the purpose of discussing or voting upon an Administrator's Individual Professional Development plan, an additional certificated/licensed Administrator will be added to the committee and the number of teachers reduced by one.

20.04 Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

20.05 Decision Making

Decisions shall be made by a majority of the committee members present and voting so long as a quorum is present. A quorum shall consist of four (4) committee members.

20.06 Training

A. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.

B. If the available training is during work hours, the committee members shall be given paid release time to attend. If the training occurs outside the regular workday or work year, members shall be paid twenty-five dollars ($25.00) per hour for each hour involved, including travel time.

C. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

D. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans.

20.07 Meeting and Compensation

A. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 11th of each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

B. For committee work performed outside the regular work day or work year, committee members shall receive twenty-five dollars ($25.00) per hour.

C. The committee's chairperson shall be paid twenty-five dollars ($25.00) per hour for all committee work performed. Such work shall include a minimum time of one (1) hour.

20.08 Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certified/licensed employed, development and approval of all District or building professional development activities, approval of all C.E.U.'s coursework, workshops, etc. that should be used for professional growth.

ARTICLE XXI — EFFECTS OF THE AGREEMENT

The terms of this Agreement shall be from the September 1, 2022 through August 31, 2025.

The Board and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulations from the area of collective bargaining. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements.

Should there be any conflict between any provision of this Agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) days subsequent to the execution of this Agreement, copies of this Agreement shall be typed and distributed at Board cost.

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this _____ day of _____ 2022.

FOR THE BOARD

_____
Board of Education President

_____
Superintendent

_____
Treasurer

_____
Negotiations Team Member

FOR THE ASSOCIATION

_____
President

_____
Negotiations Team Member

_____
Negotiations Team Member

_____
Negotiations Team Member

APPENDIX A-1

TEACHER SALARY 2022/2023			
Base Salary	$34,707		
Year Exp.			
	B	150	M
0	34,707	36,026	38,004
1	36,026	37,518	39,670
2	37,345	39,011	41,336
3	38,664	40,503	43,002
4	39,982	41,995	44,668
5	41,301	43,488	46,334
6	42,620	44,980	48,000
7	44,113	46,716	50,013
8	45,605	48,451	52,026
9	50,256	54,490	58,585
10	52,442	56,919	61,293
11	54,629	59,349	64,000
12	56,815	61,778	66,707
13	59,002	64,208	69,414
20	60,113	65,423	70,802

APPENDIX A-2 - 2023-2024 SALARY SCHEDULE
TEACHER SALARY 2023-2024

Base Salary	$35,748		
Year Exp.	B	150	M
0	$35,748	$37,106	$39,144
1	$37,106	$38,644	$40,860
2	$38,465	$40,181	$42,576
3	$39,823	$41,718	$44,292
4	$41,182	$43,255	$46,008
5	$42,540	$44,792	$47,724
6	$43,899	$46,329	$49,439
7	$45,436	$48,117	$51,513
8	$46,973	$49,904	$53,586
9	$51,763	$56,124	$60,343
10	$54,015	$58,627	$63,131
11	$56,267	$61,129	$65,919
12	$58,519	$63,631	$68,708
13	$60,772	$66,134	$71,496
20	$61,916	$67,385	$72,926

APPENDIX A-3 - 2024-2025 SALARY SCHEDULE
TEACHER SALARY 2024-2025

Base Salary	$36,642		
Year Exp.	B	150	M
0	$36,642	$38,034	$40,123
1	$38,034	$39,610	$41,882
2	$39,427	$41,186	$43,641
3	$40,819	$42,761	$45,399
4	$42,212	$44,337	$47,158
5	$43,604	$45,912	$48,917
6	$44,996	$47,488	$50,676
7	$46,572	$49,320	$52,801
8	$48,148	$51,152	$54,926
9	$53,058	$57,528	$61,852
10	$55,366	$60,093	$64,710
11	$57,675	$62,658	$67,568
12	$59,983	$65,223	$70,426
13	$62,291	$67,788	$73,284
20	$63,464	$69,070	$74,750

APPENDIX B

BEAVER LOCAL SCHOOL DISTRICT
EXTRA-CURRICULAR SALARY SCHEDULE
2022-2025

BASE SALARY FOR SUPPLEMENTALS			$ 25,000.00				
			Base Year	After 1 (1/2%)	After 2 (1%)	After 3 (1.5%)	After 4 (2%)
		Percent	0	1	2	3	4
		% OF BASE					
FACULTY MANAGER		10.00%	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00	$ 3,000.00
AUDITORIUM MANAGER		7.00%	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00	$ 2,250.00
SPORTS PROGRAM COORDINATOR		4.50%	$ 1,125.00	$ 1,250.00	$ 1,375.00	$ 1,500.00	$ 1,625.00
FOOTBALL:							
HEAD COACH	HS	26.50%	$ 6,625.00	$ 6,750.00	$ 6,875.00	$ 7,000.00	$ 7,125.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	FRESHMAN	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	FRESHMAN	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
M.S. COACH	8TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH	8TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH	7TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH	7TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
WEIGHT LIFTING:							
PHYSICAL FITNESS	SUMMER	4.00%	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00	$ 1,500.00
PHYSICAL FITNESS	WINTER	4.00%	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00	$ 1,500.00
PHYSICAL FITNESS	SPRING	4.00%	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00	$ 1,500.00
PHYSICAL FITNESS	FALL	4.00%	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00	$ 1,500.00
VOLLEYBALL:							
HEAD COACH	HS	17.50%	$ 4,375.00	$ 4,500.00	$ 4,625.00	$ 4,750.00	$ 4,875.00
ASST. COACH	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
ASST. COACH	JV	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
M.S. COACH	MS	5.50%	$ 1,375.00	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00
M.S. COACH	MS	5.50%	$ 1,375.00	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00
GOLF:							
HEAD COACH - BOYS	HS	6.00%	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00
HEAD COACH - GIRLS	HS	6.00%	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00
SOCCER:							
HEAD COACH - BOYS	HS	17.50%	$ 4,375.00	$ 4,500.00	$ 4,625.00	$ 4,750.00	$ 4,875.00

ASST. COACH - BOYS	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
HEAD COACH - GIRLS	HS	17.50%	$ 4,375.00	$ 4,500.00	$ 4,625.00	$ 4,750.00	$ 4,875.00
ASST. COACH - GIRLS	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
CHEERLEADING:							
HEAD COACH - FALL	HS	10.00%	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00	$ 3,000.00
ASST. COACH - FALL	HS	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
MS COACH - FALL	MS	5.00%	$ 1,250.00	$ 1,375.00	$ 1,500.00	$ 1,625.00	$ 1,750.00
HEAD COACH - WINTER	HS	10.00%	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00	$ 3,000.00
ASST. COACH - WINTER	HS	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
MS COACH - WINTER	MS	5.00%	$ 1,250.00	$ 1,375.00	$ 1,500.00	$ 1,625.00	$ 1,750.00
BASKETBALL:							
HEAD COACH - BOYS	HS	26.50%	$ 6,625.00	$ 6,750.00	$ 6,875.00	$ 7,000.00	$ 7,125.00
ASST. COACH - BOYS	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH - BOYS	JV	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
FRESHMAN COACH - BOYS	FRESHMAN	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH - BOYS	8TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH - BOYS	7TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
HEAD COACH GIRLS	HS	26.50%	$ 6,625.00	$ 6,750.00	$ 6,875.00	$ 7,000.00	$ 7,125.00
ASST. COACH - GIRLS	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH - GIRLS	JV	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
FRESHMAN COACH - GIRLS	FRESHMAN	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH - GIRLS	8TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH - GIRLS	7TH	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
TRACK:							
HEAD COACH - BOYS	HS	18.50%	$ 4,625.00	$ 4,750.00	$ 4,875.00	$ 5,000.00	$ 5,125.00
ASST. COACH - BOYS	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
M.S. COACH - BOYS	MS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
HEAD COACH - GIRLS	HS	18.50%	$ 4,625.00	$ 4,750.00	$ 4,875.00	$ 5,000.00	$ 5,125.00
ASST. COACH - GIRLS	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
M.S. COACH - GIRLS	MS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
SWIM TEAM:							
HEAD COACH BOY/GIRLS	HS	6.00%	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00
TENNIS:							
HEAD COACH - GIRLS	HS	6.00%	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00
CROSS COUNTRY:							
HEAD COACH	HS/MS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
BASEBALL:							
HEAD COACH	HS	11.00%	$ 2,750.00	$ 2,875.00	$ 3,000.00	$ 3,125.00	$ 3,250.00
ASST. COACH	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
ASST. COACH	JV	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
ASST. COACH	JV	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00

SOFTBALL:							
HEAD COACH	HS	11.00%	$ 2,750.00	$ 2,875.00	$ 3,000.00	$ 3,125.00	$ 3,250.00
ASST. COACH	HS	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
ASST. COACH	JV	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
ASST. COACH	JV	6.50%	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00	$ 2,125.00
WRESTLING:							
HEAD COACH	HS	26.50%	$ 6,625.00	$ 6,750.00	$ 6,875.00	$ 7,000.00	$ 7,125.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
ASST. COACH	HS	9.50%	$ 2,375.00	$ 2,500.00	$ 2,625.00	$ 2,750.00	$ 2,875.00
M.S. COACH	MS	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
M.S. COACH	MS	8.00%	$ 2,000.00	$ 2,125.00	$ 2,250.00	$ 2,375.00	$ 2,500.00
INSTRUMENTAL AND VOCAL MUSIC:							
THEATRICAL SUPERVISOR (MUSICAL)	HS	6.00%	$ 1,500.00	$ 1,625.00	$ 1,750.00	$ 1,875.00	$ 2,000.00
THEATRICAL SUPERVISOR - ORCHESTRA MUSICAL	HS	2.50%	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00	$ 1,125.00
ASST. THEATRICAL SUPERVISOR- MUSICAL	HS	2.50%	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00	$ 1,125.00
SHOW CHOIR	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
JAZZ BAND CLASS ADVISOR	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
PEP BAND CLASS ADVISOR	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
ASST BAND DIRECTOR	HS	4.50%	$ 1,125.00	$ 1,250.00	$ 1,375.00	$ 1,500.00	$ 1,625.00
COLOR GUARD - SUMMER	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
COLOR GUARD - FALL	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
COLOR GUARD - WINTER	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
YEARBOOK ADVISOR:							
H.S. YEARBOOK		3.50%	$ 875.00	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00
M.S. YEARBOOK		3.50%	$ 875.00	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00
CLASS ADVISOR:							
SENIOR	HS	2.50%	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00	$ 1,125.00
SENIOR	HS	2.50%	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00	$ 1,125.00
JUNIOR	HS	3.00%	$ 750.00	$ 875.00	$ 1,000.00	$ 1,125.00	$ 1,250.00
JUNIOR	HS	3.00%	$ 750.00	$ 875.00	$ 1,000.00	$ 1,125.00	$ 1,250.00
SOPHOMORE	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
SOPHOMORE	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
FRESHMAN	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
8TH	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
7TH	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
6TH	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
5TH	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
CLUB ADVISOR:							
ACADEMIC CHALLENGE	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
ACADEMIC CHALLENGE	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
AP HISTORY CLUB	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
DESTINATION IMAGINATION	MS/EL	3.50%	$ 875.00	$ 1,000.00	$ 1,125.00	$ 1,250.00	$ 1,375.00
ENGLISH HONORS	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
INTERACT CLUB/ROTARY	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
LEARN & SERVE (COMMUNITY SERVICE)	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
MASQUERS CLUB	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
NHS	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
OUTDOOR ADVENTURE CLUB	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
SADD	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
SCIENCE CLUB	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
SHOW CHOIR	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
SPELLING BEE ACADEMIC	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
STUDENT COUNCIL	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
STUDENT COUNCIL	MS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00
VARSITY "B"	HS	2.00%	$ 500.00	$ 625.00	$ 750.00	$ 875.00	$ 1,000.00

DEPARTMENT HEADS (CURRICULUM):

LANGUAGE ARTS 9-12	HS	PER B.L.E.A. CONTRACT	$	1,250.00
MATHMATICS 9-12	HS	PER B.L.E.A. CONTRACT	$	1,250.00
SCIENCE 9-12	HS	PER B.L.E.A. CONTRACT	$	1,250.00
SOCIAL STUDIES 9-12	HS	PER B.L.E.A. CONTRACT	$	1,250.00
LANGUAGE ARTS 5-8	MS	PER B.L.E.A. CONTRACT	$	1,250.00
MATHMATICS 5-8	MS	PER B.L.E.A. CONTRACT	$	1,250.00
SCIENCE 5-8	MS	PER B.L.E.A. CONTRACT	$	1,250.00
SOCIAL STUDIES 5-8	MS	PER B.L.E.A. CONTRACT	$	1,250.00

MENTORS:

LEAD	SPLIT IN TWO PAYMENTS	PER B.L.E.A. CONTRACT	$	1,750.00
1 (YEAR 1)	SPLIT IN TWO PAYMENTS	PER B.L.E.A. CONTRACT	$	1,250.00
2 (YEAR 2)	SPLIT IN TWO PAYMENTS	PER B.L.E.A. CONTRACT	$	1,250.00

APPENDIX C-1 — GRIEVANCE FORM (LEVELS 1 & 2)

BEAVER LOCAL EDUCATION ASSOCIATION GRIEVANCE FORM
LEVEL 1 - (INFORMAL) AND LEVEL 2 - (FORMAL)

GRIEVANT: _____ DATE FILED: _____

NAME OF BLEA REPRESENTATIVE: _____

DATE OF ACTION THAT CAUSED THIS GRIEVANCE TO BE FILED: _____

STATEMENT OF THE GRIEVANCE (including specific section of Agreement alleged violation): _____

_____

_____

_____

_____

_____

_____

RELIEF SOUGHT: _____

_____

_____
SIGNATURE OF GRIEVANT(S)

_____
DATE

_____
RECEIVED BY

_____
DATE

APPENDIX C-2 — GRIEVANCE FORM (SUPERINTENDENT)

BEAVER LOCAL EDUCATION ASSOCIATION GRIEVANCE FORM
LEVEL 3 - (SUPERINTENDENT)

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO LEVEL 3.

CONCERNING: _____

_____
SIGNATURE OF AGGRIEVED

_____
DATE

_____
RECEIVED BY

_____
DATE

(Attachments: copy of Level 2 form
copy of Level 2 response)

APPENDIX C-3 - GRIEVANCE FORM (ARBITRATION)

BEAVER LOCAL EDUCATION ASSOCIATION GRIEVANCE FORM
LEVEL - 4 (ARBITRATION REQUEST)

THIS IS NOTIFICATION THAT THE GRIEVANT IS PROCEEDING TO LEVEL 4.

CONCERNING: _____

_____
SIGNATURE OF AGGRIEVED

_____
DATE

_____
RECEIVED BY

_____
DATE

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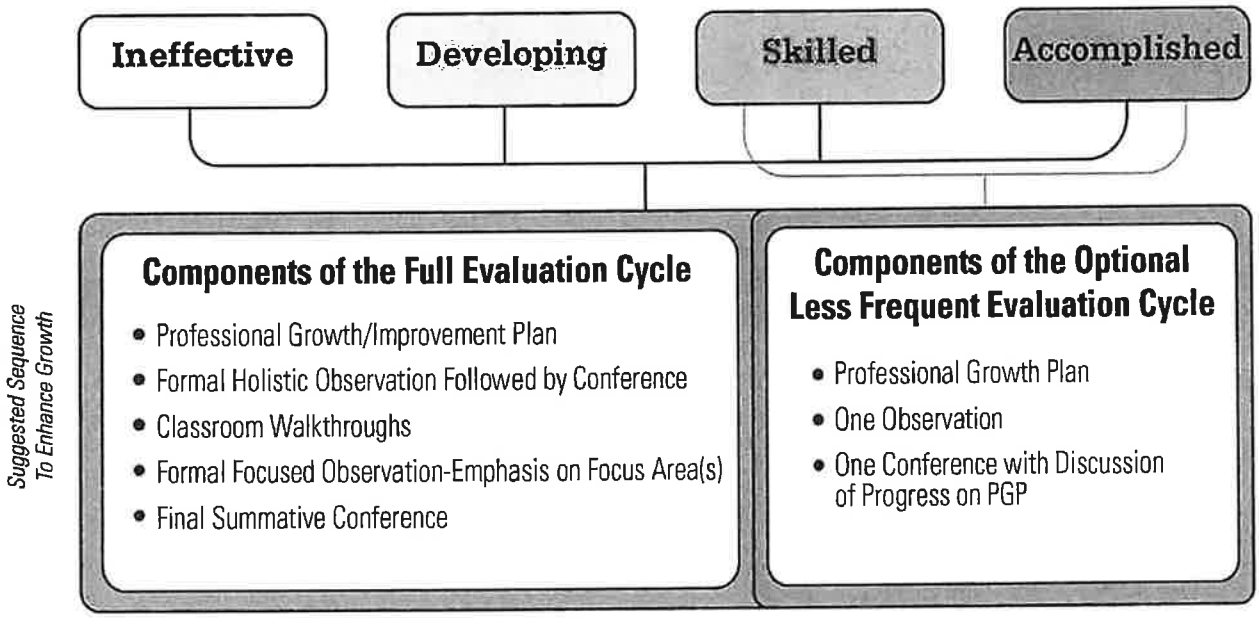
Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.
Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the ***Ohio Standards for the Teaching Profession*** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric***.



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*; • One Formal Focused Observation – *with an emphasis on identified focus area(s);* and • One Summative Conference.

Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.
The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan** for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.
A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan** that is guided by the assigned credentialed evaluator.
A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.
It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

Align to learning standards
Measure what is intended to be measured
Be attributable to a specific teacher for course(s) and grade level(s) taught
Demonstrate evidence of student learning (achievement and/or growth)
Follow protocols for administration and scoring
Provide trustworthy results
Not offend or be driven by bias

AND the teacher must use the data generated from the high-quality student data instrument by:

Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis

Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.
Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.
The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

LEGAL REFS. ORC 3319.111; 3319.112

* The ***Ohio Teacher Evaluation System 2.0 Framework*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model***, which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.

**Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. However, *the notice requirements for being placed on an Improvement Plan, the components of the plan* and *the implementation process for the plan* may be subject to the terms of a collective bargaining Agreement.

Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

Appendix D-2 Assessment of Teacher Performance

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Appendix D-2 Assessment of Teacher Performance

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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate

Appendix D-2 Assessment of Teacher Performance

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		no evidence of differentiated instructional strategies or resources.	instructional strategies or resources.	groups of students.	their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

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

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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		Ohio Educators.			The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Professional Growth Plan

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

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

Teacher Name: Evaluator Name: ☐ Self-Directed ☐ Jointly Developed ☐ Evaluator Guided

(Developing) (Accomplished) (Skilled)

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

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

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

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

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

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

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

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

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

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

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

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

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

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

APPENDIX E — COMPENSATORY LEAVE TIME REQUEST FORM

BEAVER LOCAL SCHOOL DISTRICT
COMPENSATORY TIME LEAVE REQUEST FORM

Date: _____

Name: _____ SSN: _____

Building: _____ Position: _____

I request the following day(s) as compensatory time leave:

Date(s): _____

Signature: _____
(Person Making Request)

Signed: _____
(Principal or Supervisor)

Approval: _____
(Superintendent)

Please submit your request to your building Principal or supervisor, and to the office of the superintendent, along with your Compensatory Time Accumulation Form. Your Compensatory Time Accumulation Form will be returned to you along with a signed copy of this request.

10/99

BEAVER LOCAL SCHOOL DISTRICT
13093 STATE ROUTE 7
LISBON, OH 44432

COMPENSATORY TIME
ACCUMULATION FORM

Name: _____ Social Security No: _____

No.	TIME TIME DATES	ACTIVITIY	ACCRUED	USED	BALANCE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Approved: _____ _____
Supervisor Date

_____ _____
Superintendent Date

Rev.8/1999

APPENDIX F - EXTENDED TIME REPORT FORM

NAME: _____

BUILDING: _____

DATE: _____

ESTIMATED TIME: _____

ACTIVITY:

_____

_____

_____

_____

_____

_____

_____

_____

_____
(SIGNATURE/DATE)

_____ _____
(APPROVED) (DENIED)

APPENDIX G — ELEMENTARY PLANNING SCHEDULE

During the course of the week — Fine Arts and two duty free lunches will give 200 minutes of planning and conference plus the above 90 minutes (3 mornings 8:30-9:00) for a total of 290 minutes per week.

- Only two (2) grade level intervention meetings and assessment meetings per year per grade level;

**Coverage will be provided by Title I, Special Education, Fine Arts, and Para-pros.

APPENDIX H — CURRICULUM HEAD JOB DESCRIPTION

Beaver Local School District
Job Description
Curriculum Head

Summary:

The Department Heads will work with the building Principals and Director of Curriculum and Instruction to provide and assist with the dissemination of information to teachers within the grade bands and core subject areas.

Duties and Responsibilities:

1. Communicates the needs of the grade band level and core subject area to the building Administrator and/or the Director of Curriculum and Instruction.

2. Review requests by teachers within the grade band and core subject area for instructional materials, resources, supplies, and/or equipment to submit to the building Principal and/or Director of Curriculum and Instruction.

3. Reviews with building Principal and/or Director of Curriculum and Instruction information to be distributed to teachers.

4. May work in conjunction with the building Principal and/or Director of Curriculum and Instruction to review grade level meeting agendas.

Required Qualifications:

1. Valid teaching certificate/license for the grade band level and be highly qualified in the core subject area.

2. Five years of successful teaching experience in the core subject area.

3. Strong interpersonal skills including the ability to be flexible and communicate with supervisors and peers.

Reports to:

Building Principal and/or Director of Curriculum and Instruction

Supervises:

No one

Your Vision Benefits Summary

VSP. Vision care for life

Get the best in eye care and eyewear with BEAVER LOCAL SCHOOL DISTRICT and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit **vsp.com** or call **800.877.7195.**
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on **vsp.com.**

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®– the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more[1]. Visit **vsp.com** to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at **Eyeconic.com**, VSP's online eyewear store.

Plan Information

VSP Coverage Effective Date: 09/01/2016
VSP Provider Network: VSP Signature

Benefit	Description	Copay
	Your Coverage with a VSP Provider	
WellVision Exam	• Focuses on your eyes and overall wellness • Every 12 months	$10
Prescription Glasses		$25
Frame	• $130 allowance for a wide selection of frames • $150 allowance for featured frame brands • 20% savings on the amount over your allowance • Every 24 months	Included in Prescription Glasses
Lenses	• Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months	Included in Prescription Glasses
Lens Enhancements	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 35–40% on other lens enhancements • Every 12 months	$50 $80 - $90 $120 - $160
Contacts (instead of glasses)	• $130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation) • Every 12 months	Up to $60
	Glasses and Sunglasses • Extra $20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.	
Extra Savings	**Retinal Screening** • No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam **Laser Vision Correction** • Average 15% off the regular price or 5% off the promotional price, discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor	

Your Coverage with Out-of-Network Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.

Exam	up to $50	Lined Trifocal Lenses	up to $100
Frame	up to $70	Progressive Lenses	up to $75
Single Vision Lenses	up to $50	Contacts	up to $105
Lined Bifocal Lenses	up to $75		

[illegible]

[1]Brands/Promotion subject to change

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DELTA DENTAL

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1593-0001
Beaver Local Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	85%	85%	85%
Minor Restorative Services – fillings and crown repair	85%	85%	85%
Endodontic Services – root canals	85%	85%	85%
Periodontic Services – to treat gum disease	85%	85%	85%
Oral Surgery Services – extractions and dental surgery	85%	85%	85%
Major Restorative Services – crowns	85%	85%	85%
Other Basic Services – misc. services	85%	85%	85%
Relines and Repairs – to bridges, implants, and dentures	85%	85%	85%
Major Services			
Prosthodontic Services – bridges, implants, and dentures	85%	85%	85%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	up to age 19	up to age 19	up to age 19

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable once per calendar year for people up to age 19.
- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per three-year period for first permanent molars up to age nine and second permanent molars up to age 14. The surface must be free from decay and restorations
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.

- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,500 per person total per Benefit Year on all services except orthodontic services. $1,500 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – $50 Deductible per person total per Benefit Year limited to a maximum Deductible of $100 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Waiting Period – Enrollees who are eligible for Benefits are covered after required waiting period per the contract

Eligible People – An employee who meets the eligibility requirements including working the required number of hours required for eligibility who choose the dental plan and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Subscribers under This Plan.

Benefits will cease on the last day of the month in which the employee is terminated.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Beaver Local Schools : Plan 2

Coverage Period: 09/01/2021- 08/31/2022
Coverage for: Single or Family | **Plan Type:** PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as **allowed amount**, **balance billing**, **coinsurance**, **copayment**, **deductible**, **provider**, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$500**/single,**$1,000**/family Net Hospital / Physician **$1,000**/single,**$2,000**/family Non-Net Hospital	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$750**/single,**$1,500**/family Net Hospital / Physician **$1,000**/single,**$2,000**/family Non-Net Hospital **Out-of-pocket Limit:** **$6,600**/single,**$13,200**/family Net Hospital / Physician **Unlimited**/single,**Unlimited**/family Non-Net Hospital	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.
What is not included in the out-of-pocket limit?	Certain **specialty drugs**, **premiums**, balance-billed charges and health care this **plan** doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit.**

Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This **plan** uses a **provider network**. You will pay less if you use a **provider** in the **plan's network**. You will pay the most if you use an **out-of-network provider**, and you might receive a bill from a **provider** for the difference between the **provider's** charge and what your **plan** pays (**balance billing**). Be aware your **network provider** might use an **out-of-network provider** for some services (such as lab work). Check with your **provider** before you get services.
Do you need a referral to see a specialist?	No	You can see the **specialist** you choose without a **referral.**

All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Hospital or Any Physician (You will pay the least)	Non-Network Hospital (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit		None
	Specialist visit	$20 copay/visit		None
	Preventive care/ screening/ immunization	No charge		You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray)	No charge at Physician; 10% coinsurance for all other places	30% coinsurance	None
	Diagnostic test (blood work)	No charge at Physician; 10% coinsurance for all other places	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	No charge at Physician; 10% coinsurance for all other places	30% coinsurance	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Hospital or Any Physician (You will pay the least)	Non-Network Hospital (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at MedMutual.com/SBC	Generic copay - retail Tier 1	$5	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	$10	Does Not Apply	Covers up to a 90-day supply.
	Single source brand copay - retail Tier 2	$20	Does Not Apply	Covers up to a 30-day supply.
	Single source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Multi source brand copay - retail Tier 2	$20	Does Not Apply	Covers up to a 30-day supply.
	Multi source brand copay - home delivery Tier 2	$40	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies or the max of any available manufacturer-funded copay assistance.	Does Not Apply	Covers up to a 30 day supply. Certain specialty drugs are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	None
	Physician/surgeon fees (Outpatient)	No charge at Physician; 10% coinsurance for all other places	30% coinsurance	None
If you need immediate medical attention	Emergency room care	$100 copay/visit		None
	Emergency medical transportation	10% **coinsurance**		None
	Urgent care	$35 copay/visit		None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	None
	Physician/ surgeon fee (inpatient)	10% **coinsurance**		None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Hospital or Any Physician (You will pay the least)	Non-Network Hospital (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	None
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	(90 visits per benefit period)
	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	(30 visits, then Medical Review - Professional; unlimited - Institutional)
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	(30 visits, then Medical Review - Professional; unlimited - Institutional)
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	(20 visits, then Medical Review - Professional; unlimited - Institutional)
	Skilled nursing care	10% coinsurance	30% coinsurance	(180 days per benefit period)
	Durable medical equipment	10% coinsurance	30% coinsurance	None
	Hospice services	10% coinsurance	30% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge		None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric Surgery
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care
- Private-Duty Nursing
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends.The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

----------*To see examples of how this plan might cover costs for sample medical situations, see the next section*----------

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,700**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$500
Copayments	$0
Coinsurance	$750
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,310**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$5,600**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$0
Copayments	$400
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$420**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist copay	$20
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$2,800**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$500
Copayments	$100
Coinsurance	$100
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$700**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Multi-Language Interpreter Services & Nondiscrimination Notice

MEDICAL MUTUAL

This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة:إذا كنت تتحدث اذكر اللغة،فإن خدمات المساعدة اللغوية تتوافر لك بالمجان.اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó nínízin: Díí saad bee yáníłti' go Diné Bizaad, saad bee áká'ánída'áwo'dę́ę́, t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfalfiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

Z8188-MCA R11/16

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator
Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900
Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
  ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW Room 509F
  HHH Building
  Washington, DC 20201-0004
- By phone at:
  (800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
  hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this 13th day of June 2022.

FOR THE BOARD

Board of Education President

Superintendent

Treasurer

Negotiations Team Member

FOR THE ASSOCIATION

President

Negotiations Team Member

Negotiations Team Member

Negotiations Team Member