
TENTATIVE AGREEMENT

Between

BEAVER LOCAL BOARD OF EDUCATION

and

BEAVER LOCAL EDUCATION ASSOCIATION

The language containing a “~~strike through~~” represents proposed deletions from the Master Agreement. The language that is enhanced by ***italic, bold and underline*** represents proposed additions to the Master Agreement.

Only the Articles, Sections, Appendices and/or MOUs contained herein are being proposed as changes to the Master Agreement. All other Articles, Sections, Appendices and/or MOUs will remain the same in the successor Master Agreement; unless there is mutual agreement between the parties.

MASTER AGREEMENT

Between

BEAVER LOCAL BOARD OF EDUCATION

and

BEAVER LOCAL EDUCATION ASSOCIATION

September 1, ~~2016~~ 2017 - August 31, ~~2017~~ 2019

6.04 Severance Pay

- A. For the duration of this contract, when an employee retires, under regulations adopted by the Ohio Teachers' Retirement System, he/she shall be paid severance pay as follows for the remaining sick leave days they have accumulated: a severance payment amounting to a maximum of ninety (90) days severance payable over two (2) years with proper documentation of such retirement from STRS. **Beginning in the 2019-2020 school year, the maximum payment shall be reduced to eighty (80) days**
1. **For the 2017-2018 and 2018-2019 school year,** If the retiree uses equal to or less than an average of ten (10) sick days per year for the final three (3) years, a bonus of seven (7) severance days will be added to the severance package.
- OR
2. **For the 2017-2018 and 2018-2019 school year,** ~~If~~ the retiree uses equal to or less than an average of five (5) sick days per year for the final three (3) years, a bonus of fifteen (15) severance days will be added to the severance package.
- B. In the event of extreme circumstances, a Review Committee, comprised by the Superintendent and the Association President, will review the situation on a case by case basis (documentation of circumstance will be required). If the Review Committee verifies the extreme circumstance, the year that the extreme circumstance occurred will be taken out of the three-year period and replaced with the year before the three-year period.
- C. The employee retiring must have ten (10) or more years of service with the Beaver Local School District **if hired before the 2017-2018 contracted year. Beginning in the 2017-2018 contracted year, all new hires must have fifteen (15) or more years of service with the Beaver Local School District to qualify for severance.**
- D. 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.
- E. A retiring employee shall receive half of his/her severance in December following retirement, and the remaining half the following December.
- F. 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.

7.01 Sick Leave

- A. Each unit member shall be granted one and one-fourth (1¼) days of sick leave per completed month of service (fifteen [15] days per year) with a maximum accumulation of Two Hundred Eighty-Five (285) days. ~~unlimited sick leave accumulation.~~
- B. Any member who has greater than Two Hundred Eighty-Five (285) accumulated days at the inception of the 2017-2018 contract shall not lose days accumulated in excess of the Two Hundred Eighty-Five (285) days. Those members who are grandfathered shall not accrue more days than they currently have and once they drop below the Two Hundred Eighty-Five (285) days maximum threshold, they shall not accrue more than Two Hundred Eighty-Five (285) days.**
- C. B=** 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. C=** Immediate family is limited to: spouse, 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, and wards of the court. This excludes former in-laws.

- E. D. 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, step-brothers, stepsisters, aunts, uncles, nieces, nephews and cousins.
- F. E. 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. F. 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. G. 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. H. Falsification of sick leave may be grounds for discipline up to and including termination.

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 G.

Full-time bargaining unit members (i.e., employees who work thirty [30] hours or more per week) shall contribute nine percent (9%) ~~eight percent (8%)~~ 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 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 2011/12 negotiated benefit package
2. To obtain such benefits, the unit member must be enrolled in the Major Medical Programs.

ARTICLE XXI — EFFECTS OF THE AGREEMENT

The terms of this Agreement shall be from ~~the first day of~~ September ~~1, 2016~~ 1, 2017 through August 31, ~~2017~~ 2019.

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 _____

FOR THE BOARD

FOR THE ASSOCIATION

Board of Education President

President

Superintendent

Negotiations Team Member

Treasurer

Negotiations Team Member

Negotiations Team Member

Negotiations Team Member

APPENDIX A-1
~~2016-2017~~ 2017-2018 SALARY SCHEDULE

TEACHER SALARY ~~2016-2017~~ 2017-2018

Base Salary	\$31,130	<u>\$31,441</u>		
Year Exp.	N	B	150	M
0	<u>\$27,196</u>	<u>\$31,441</u>	<u>\$32,636</u>	<u>\$34,428</u>
1	<u>\$28,297</u>	<u>\$32,636</u>	<u>\$33,988</u>	<u>\$35,937</u>
2	<u>\$29,397</u>	<u>\$33,831</u>	<u>\$35,340</u>	<u>\$37,446</u>
3	<u>\$30,498</u>	<u>\$35,025</u>	<u>\$36,692</u>	<u>\$38,955</u>
4	<u>\$31,598</u>	<u>\$36,220</u>	<u>\$38,044</u>	<u>\$40,465</u>
5	<u>\$32,699</u>	<u>\$37,415</u>	<u>\$39,396</u>	<u>\$41,974</u>
6	<u>\$33,799</u>	<u>\$38,610</u>	<u>\$40,748</u>	<u>\$43,483</u>
7	<u>\$34,900</u>	<u>\$39,962</u>	<u>\$42,320</u>	<u>\$45,306</u>
8	<u>\$36,000</u>	<u>\$41,313</u>	<u>\$43,892</u>	<u>\$47,130</u>
9	<u>\$36,786</u>	<u>\$45,527</u>	<u>\$49,362</u>	<u>\$53,072</u>
10	<u>\$37,572</u>	<u>\$47,507</u>	<u>\$51,563</u>	<u>\$55,525</u>
11	<u>\$37,572</u>	<u>\$49,488</u>	<u>\$53,764</u>	<u>\$57,977</u>
12	<u>\$37,572</u>	<u>\$51,469</u>	<u>\$55,965</u>	<u>\$60,430</u>
13	<u>\$37,572</u>	<u>\$53,450</u>	<u>\$58,166</u>	<u>\$62,882</u>
20	<u>\$37,572</u>	<u>\$54,456</u>	<u>\$59,266</u>	<u>\$64,140</u>

**APPENDIX A-2
2018-2019 SALARY SCHEDULE**

TEACHER SALARY 2018-2019

Base Salary	<u>\$31,755</u>			
Year Exp.	N	B	150	M
0	<u>\$27,468</u>	<u>\$31,755</u>	<u>\$32,962</u>	<u>\$34,772</u>
1	<u>\$28,580</u>	<u>\$32,962</u>	<u>\$34,327</u>	<u>\$36,296</u>
2	<u>\$29,691</u>	<u>\$34,168</u>	<u>\$35,693</u>	<u>\$37,820</u>
3	<u>\$30,802</u>	<u>\$35,375</u>	<u>\$37,058</u>	<u>\$39,344</u>
4	<u>\$31,914</u>	<u>\$36,582</u>	<u>\$38,424</u>	<u>\$40,869</u>
5	<u>\$33,025</u>	<u>\$37,788</u>	<u>\$39,789</u>	<u>\$42,393</u>
6	<u>\$34,137</u>	<u>\$38,995</u>	<u>\$41,154</u>	<u>\$43,917</u>
7	<u>\$35,248</u>	<u>\$40,361</u>	<u>\$42,742</u>	<u>\$45,759</u>
8	<u>\$36,359</u>	<u>\$41,726</u>	<u>\$44,330</u>	<u>\$47,601</u>
9	<u>\$37,153</u>	<u>\$45,981</u>	<u>\$49,855</u>	<u>\$53,602</u>
10	<u>\$37,947</u>	<u>\$47,982</u>	<u>\$52,078</u>	<u>\$56,079</u>
11	<u>\$37,947</u>	<u>\$49,982</u>	<u>\$54,301</u>	<u>\$58,556</u>
12	<u>\$37,947</u>	<u>\$51,983</u>	<u>\$56,524</u>	<u>\$61,033</u>
13	<u>\$37,947</u>	<u>\$53,984</u>	<u>\$58,747</u>	<u>\$63,510</u>
20	<u>\$37,947</u>	<u>\$55,000</u>	<u>\$59,858</u>	<u>\$64,780</u>

ARTICLE XXI — EFFECTS OF THE AGREEMENT

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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 12 day of May

FOR THE BOARD

Board of Education President

[Signature]

Superintendent

[Signature]

Treasurer

[Signature]

Negotiations Team Member

FOR THE ASSOCIATION

[Signature]

President

Negotiations Team Member

Negotiations Team Member

Negotiations Team Member