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AGREEMENT

between

THE BRECKSVILLE-BROADVIEW HEIGHTS

BOARD OF EDUCATION

and

THE BRECKSVILLE-BROADVIEW HEIGHTS

EDUCATION ASSOCIATION

CUYAHOGA COUNTY

Effective

July 1, 2010

through

June 30, 2012

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SECTION 1. STATEMENT OF PURPOSE

A. Philosophy

The Board of Education of the Brecksville-Broadview Heights City School District (hereinafter referred to as the Board) and the Brecksville-Broadview Heights Education Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the B.E.A. or Association) do hereby agree that it shall be the ultimate objective of the parties to continue to foster a harmonious relationship between them so that the educational needs of the community may be served.

B. Legal Contract

The parties agree that those areas of agreement culminating in this Agreement, when subsequently ratified by the membership of B.E.A. and the Board, shall be binding as a legal contract between them.

C. Definition of Days

Day(s) shall mean school calendar day(s) unless otherwise specified in any section of this Agreement.

SECTION 2. RECOGNITION

A. B.E.A. Recognition

The Board recognizes the B.E.A. as the sole and exclusive representative for teachers in matters pertaining to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

B. Bargaining Unit Members

1. Teacher(s) shall mean all certificated/licensed personnel, but excluding the Superintendent, Director of Human Resources, Director of Curriculum and Instruction, Principal, Assistant Principal, Technology Coordinator, Director of Pupil Services, county employees, day-to-day substitutes, home instruction tutors, High School Athletic Director, and all other supervising and managerial personnel. Additionally, if any certificated/licensed employee holds a part-time administrative position during the regular school year that is excluded from the bargaining unit, his/her individual teaching position shall also be excluded from the bargaining unit for the period that he/she is in the part-time administrative position.
2. Long-term substitutes hired for less than one (1) full school year shall be excluded from the bargaining unit until said hired teacher shall be employed in the same assignment for more than sixty (60) actual work days at which time said teacher

shall be considered a bargaining unit member and shall be given all of the rights and privileges of the Agreement beginning with the sixty-first (61) day of employment subject to the provisions of Section 17. During the school year when a vacancy occurs due to death, resignation, retirement or termination of a teacher, a long-term substitute hired for less than one (1) school year may be employed. Long-term substitutes hired for one (1) full school year shall be considered members of the bargaining unit from their first day of employment and shall be given all of the rights and privileges of the Agreement from their first day of employment subject to the provisions of Section 17. A long-term substitute hired for less than one (1) full school year, whose position subsequently becomes a full year position because of a teacher's request for leave of absence extension, shall be considered a member of the bargaining unit after sixty (60) days in the same hired position, shall be given all of the rights and privileges of the Agreement subject to the provisions of Section 17 with the sixty first (61) day of employment, and will not be eligible for retroactivity from his/her first day of employment.

3. Any long-term substitute who becomes a bargaining unit member upon his/her sixty first (61st) day of employment in the same assignment prior to January 1, 2011 will receive a lump sum payment, subject to applicable taxes and withholdings, equivalent to twenty (20) workdays. This payment will be made in the second pay period after the teacher becomes a bargaining unit member. No lump sum will be paid to long-term substitutes who enter into their sixty first (61st) day of employment on or after January 1, 2011.

C. Rights of B.E.A.

The rights of the B.E.A., as set forth in this Agreement, are continuous unless challenged pursuant to Chapter 4117 of the Ohio Revised Code and the Rules and Regulations of the State Employment Relations Board (SERB).

SECTION 3. RIGHTS OF THE BOARD

A. Board Recognition

The B.E.A. recognizes the Board as the locally elected body legally charged with the establishment of policies for public education in the school district and as the employer of all teachers in the school system, and that the Board has the right to manage the schools.

B. Rights of Board

The exercise of rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices thereof, and the use of judgment and discretion shall be limited only by the terms of this Agreement and provisions of Chapter 4117 of the Ohio Revised Code.

SECTION 4. RIGHTS OF B.E.A.

A. Bulletin Board

Each school shall provide adequate space on the present bulletin board for B.E.A. materials for the purpose of communications with the bargaining unit of official notice of, or results of, official business, activities, and meetings of the B.E.A. This shall not be interpreted to exclude others from the use of the bulletin board, but their use shall not deprive the B.E.A. of the exclusive use of the space reserved for the B.E.A.

B. B.E.A. Meetings

The B.E.A. shall have the privilege, without charge, of official membership meetings on school property within limits of the Board approved building use regulations.

C. B.E.A. Business Release Time

B.E.A. shall be granted up to a total of nineteen (19) days per year of released time for use by teacher members for B.E.A. business with cost of travel and meeting borne by the B.E.A. Additionally the B.E.A. shall be granted five (5) days of release time for use by teacher members for B.E.A. business with B.E.A. reimbursing the Board for the cost of the substitutes for these days. This benefit shall be limited to a maximum, at any one time, of three (3) teacher members for a maximum of two (2) days each. This released time is to be taken in increments of no less than half day increments unless approved by the building principal. All absence requests shall be submitted to the Superintendent at least one (1) week prior to B.E.A. business meetings. Teachers shall receive regular pay during the approved absence period and substitutes will be provided as required.

D. Use of School-Owned Copy Equipment

B.E.A. may use school-owned copy equipment providing that:

1. Proper request is made and approved;
2. Use of equipment does not interfere with school-usage requirements and the operation is conducted by teaching personnel at such times other than contracted service periods;
3. The purpose is solely the legitimate and internal business of B.E.A. such as records, notices, and correspondence and not for public distribution; and
4. Cost of expendable supplies and equipment repairs from misuse shall be reimbursed by B.E.A.

E. Mailboxes/Email

The B.E.A. shall have, without charge, use of the District email, mail service and teacher mailboxes for communications to teachers. The Board shall not authorize another teacher labor organization to use the teacher email or mailboxes .

SECTION 5. FAIR SHARE FEE

A. Automatic Payroll Deduction

The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Education Profession (B.E.A., UniServ, NEOEA, OEA, NEA) from the pay of all teachers (excluding teachers on leave of absence and casual substitutes) who elect not to become members of the United Education Profession (UEP), or who elect not to remain members.

B. Implementation

The Board Treasurer, upon notification from the B.E.A. that a member has terminated membership, shall commence the check-off 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 membership dues less the amount previously paid through payroll deduction.

C. Commencement

Payroll deduction of such fair share fee shall begin with the first paycheck in February and shall continue through the first paycheck in August.

D. Transmission of Rates

Dues rates and fair share fee rates shall be transmitted by the B.E.A. to the Board's Treasurer for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the B.E.A.

E. New Hires

The Board's Treasurer shall inform the B.E.A. when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the B.E.A., the B.E.A. shall inform the Board's Treasurer of that within thirty (30) calendar days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) calendar days of employment or the first paycheck in February and shall continue through the first paycheck in August.

F. Provisions of Records

The Board agrees to provide B.E.A. with an initial list of names of teachers for whom such deductions are being made and the amount deducted for each. The B.E.A. will be notified of any changes in the initial list.

G. Appeal

Upon timely demand, non-members may appeal to the OEA the payment of the fair share fee pursuant to the internal procedure adopted by the OEA or such non-members may submit such appeals as provided by law.

H. Amount

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the UEP unless the B.E.A. notifies the Board Treasurer to the contrary, and such deductions shall continue through the remaining number of payroll periods over which B.E.A. membership dues are deducted.

I. Exclusive Right of B.E.A.

The above fair share fee provision shall be an exclusive right of the B.E.A. not granted to any other organization seeking to represent teachers in the bargaining unit represented by the B.E.A.

J. Defense and Indemnification

B.E.A. agrees to indemnify, defend, and hold the Board and administration, including each individual Board member, harmless for any cost or liability incurred as a result of the implementation and enforcement of this provision. B.E.A. reserves the right to designate the attorneys for the purpose of responding to any claims, demands, suits, or other forms of action hereunder. The Board shall give B.E.A. written notice of any claim or demand arising out of or in any way related to the implementation of this provision within ten (10) calendar days after receipt of such demand or claim. The Board will cooperate with the B.E.A. at all levels of any proceedings.

SECTION 6. SHARED SOLUTIONS COMMUNICATIONS FORUM

A. Purpose

There shall be a Shared Solutions Communications Forum. The purpose of this Shared Solutions Communications Forum is to maintain continued sound communication between the administration and teaching staffs. The administration shall have the right to invite their legal counsel. The Association shall have the right to invite their OEA/NEA Labor Relations consultant.

B. Dissolution

The Shared Solutions Communications Forum may be dissolved by the B.E.A. or the Board for any reason by delivery of written notice to the other party. The written notice must include the specific reasons for the dissolution.

C. Schedule

The guidelines will be revised to reflect up to six (6) meetings per school year, with every other meeting being scheduled outside of the school day. The Director of Human Resources and B.E.A. President will meet no later than the second week of the school year to establish a schedule for the meetings. Participants for meetings occurring during the school day will be limited to seven (7) per team. At the request of either party, a mediator from FMCS may be invited to facilitate.

D. Agenda

The development of the agenda and recording of minutes will be a shared responsibility between the Director of Human Resources and the B.E.A. President. If there are no substantive issues to be discussed, the meeting will be cancelled by mutual agreement. The agenda will be provided two (2) work days prior to the scheduled meeting of the Shared Solutions Communications Forum. While pending grievances will not be a topic of discussion at the Shared Solutions Communications Forum, issues which may become grievances are acceptable topics of discussion.

SECTION 7. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Responsibilities

A District-wide Local Professional Development Committee (LPDC) will be established in accordance with Ohio Revised Code. The responsibilities of this committee shall include, but not be limited to: (1) approving individual professional development plans for certificate/license renewal, (2) recommending in-service activities, (3) and obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's).

B. Release Time/Compensation

Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for CEU's. If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate of .0007 of the BA base salary for each hour of LPDC work.

C. Facilities and Supplies

The Board shall provide reasonable facilities, supplies, and services to the LPDC.

D. Structure

This District-wide LPDC shall be comprised of eight (8) persons, four (4) of whom shall be teachers who are selected by the Association. The LPDC will have five (5) voting members and three (3) alternates (one (1) teacher and two (2) administrators) on any given teacher-related issues. When discussing an administrative request, the administration will have the voting majority. The intention is for representation of each school building in the district within the distribution of members.

1. Each LPDC teacher member shall have a term of three (3) years.
2. If any vacancies occur in any of the positions selected by the B.E.A., the B.E.A. shall be responsible for selecting teachers to fill the vacancies.
3. The members of the LPDC will determine the frequency of the meetings, the dates of the meetings, and the time of the meetings.
4. The members of the LPDC shall function under Robert's Rules of Order unless agreed otherwise in whole or in part.

SECTION 8. MASTER TEACHER COMMITTEE

A. Responsibilities

A District-wide Master Teacher Committee will be established in accordance with Senate Bill 2. The responsibilities of this committee shall include, but not be limited to: (1) reviewing and scoring Master Teacher applications, narratives and document samples; (2) establishing an appeal process; and (3) maintaining records including EMIS reporting forms, candidates' scoring reports and candidates' written narratives.

B. Release Time/Compensation

Adequate release time shall be granted to study applications, narratives and documents and to maintain the records mandated by the Master Teacher program. If members of the Master Teacher Committee determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate of .0007 of the BA base salary for each hour of MTC work.

C. Facilities and Supplies

The Board shall provide reasonable facilities, supplies and services to the Master Teacher Committee.

D. Structure

This District-wide MTC shall be comprised of five (5) persons, three (3) of whom shall be teachers. All three grade level bands (K-5, 6-8, 9-12) will be represented by teachers

on the committee. In the initial year of implementation, the teachers must qualify as potential Master Teachers and be endorsed by both the Association and the administration. In subsequent years, teacher representatives will be selected by the B.E.A. and must hold the Master Teacher credential.

1. Following the initial year, each teacher representative shall have a term of three years established through a staggered introduction so that eventually, only one term expires in any given year.
2. If any vacancies occur in any of the positions selected by the B.E.A., the B.E.A. shall be responsible for selecting teachers to fill the vacancies according to the criteria noted above.
3. The members of the MTC will determine the frequency of meetings, the dates of meetings, and time of the meetings.
4. The members of the MTC shall function under Robert's Rules of Order unless agreed otherwise in whole or in part.

SECTION 9. NEGOTIATIONS PROCEDURES

A. Initiation

Either the Board or the B.E.A. may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the B.E.A. President, on behalf of the B.E.A. The party initiating negotiations will notify SERB with a copy of the existing Agreement (unless one has been previously provided), copying the other party with such communication.

B. First Session

The first negotiating session will be held within fifteen (15) calendar days of the date on which the notice to negotiate was filed by either party.

C. Scope

Negotiations shall be for the purpose of negotiating all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

D. Agenda

The agenda for the negotiating sessions shall be prepared through a meeting for the parties within twenty (20) days of the date on which the notice to negotiate was filed by either party. Once the agenda has been set, no new items may be added by either party except through mutual agreement.

E. Exchange of Information

During negotiations, the Board and the B.E.A. will present relevant data, exchange points of view and make proposals and counterproposals. All public records will be made available to the B.E.A. upon reasonable request, in writing, during normal business hours.

F. Good Faith

Good faith requires that the Board and the B.E.A. be willing to react to each other's proposals in the same fashion as the proposals are submitted by either party. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Neither party shall be compelled to agree to a proposal; nor is either party required to make a concession.

G. Tentative Agreement

During negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiating team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

H. Impasse

Every effort will be made to conclude negotiations forty (40) calendar days prior to the expiration of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.

I. Federal Mediation

If either party declares impasse, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to appoint a federal mediator for the purpose of assisting the parties. The mediation process shall conclude on the date the Agreement expires.

J. Closed Sessions

Negotiating sessions between the Board and the B.E.A. shall be closed to the press and the public. During each negotiating session, the total number of persons representing the B.E.A. shall not exceed six (6) teachers and one (1) Labor Relations (OEA) representative unless mutually agreed upon by the teams. The Board team shall not exceed seven (7) in number. The names of Board and B.E.A. team members shall be exchanged along with the contract proposals. With advance notice to the other party, the teams may invite persons with specialized knowledge of a specific topic to participate in discussions of that topic only.

K. Notification of SERB

It is agreed that the foregoing procedure shall represent the parties' alternate procedure for negotiations and impasse as authorized under Section 4117.14 of the Ohio Revised Code and that the parties shall, at the outset of negotiations, and in any case not less than fifty (50) calendar days prior to the expiration of this Agreement, notify SERB of this alternate procedure and their intention that it control in lieu of the procedure under Section 4117.14 of

the Ohio Revised Code and shall supply SERB with a copy of this Agreement at that time, unless a copy has been supplied pursuant to (A) of this Section.

L. Alternate Negotiations Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established, and Sections 9.B., 9.D., and the number of negotiations team members on each team found in Section 9.J. shall be waived.

SECTION 10. GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the B.E.A. that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A “grievance” is an alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A “teacher” is any member of the bargaining unit covered by this agreement.
3. An “aggrieved party” is the B.E.A., a teacher, or a group of teachers who submit a grievance or on whose behalf it is submitted.
4. “Days” shall refer to school calendar days.

C. Submission of Grievance

1. Informal Step

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and where necessary and proper, with the assistance of the immediate supervisor to the aggrieved party. When the grievant attempts to resolve the grievance informally, the grievant shall state to the immediate supervisor at the meeting that this is the informal step of the grievance procedure.

2. Each grievance shall be submitted in writing on a form (Attachment 1) and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the

grievance and redress sought by the aggrieved party. When a grievance has been submitted, the B.E.A. shall be entitled to be present at all formal grievance levels.

3. A grievance shall be deemed waived unless it is submitted within twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions or absence hereof on which it is based. The failure of a teacher to file a grievance when the violation of the Agreement is an issue shall not constitute any waiver of B.E.A.'s right to file a future grievance on that issue involving another grievant within the required twenty-five (25) day period of the occurrence.
4. In the event a grievance is filed at such time that it cannot be resolved by the close of a school year, further attempts at resolution shall be postponed until the beginning of the new school year, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next school year.
5. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal. If mutually agreed upon by the grievant and the Superintendent, grievances where the building principal does not have the sole authority to make adjustments may be filed directly with the Superintendent.
6. The B.E.A. may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal; otherwise, it shall be submitted directly to the Superintendent. If mutually agreed upon by the grievant and the Superintendent, grievances where the building principal does not have the sole authority to make adjustments may be filed directly with the Superintendent.
7. The aggrieved teacher may at his/her own option and at his/her own expense be represented at all formal stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or any officer of any teaching organization other than the B.E.A., OEA, and NEA.
8. In the event a teacher chooses to have a grievance processed without the participation of the B.E.A., such party shall be liable for any expenses incurred in such processing.
9. The parties may mutually agree to extend any of the grievance timelines.
10. No reprisals of any kind shall be taken by the Board or by any member of the administration against the grievant(s), the Association, or any participant(s) in the grievance procedure by reason of such participation.

D. Grievance Procedure

1. Step One: Building Principal

The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.

2. Step Two: Superintendent/Designee

The Superintendent/designee shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position no later than five (5) days after the grievance is received. If the Superintendent/designee gives no response within five (5) days, the grievance may be advanced to the next step. The temporary absence of a principal, Superintendent/designee, the teacher(s), or the representative of the teacher(s) shall suspend the running of the days during the absence, but in no case for more than five (5) additional days.

3. Step Three: Arbitration

- a. If the teacher(s) does not accept the decision of the Superintendent/designee, and the grievance involves the meaning or application of a specific section(s) of this Agreement, he/she may, within five (5) days, refer the grievance to the B.E.A. Within five (5) days of receipt of the grievant's request for a Step Three hearing (arbitration), the B.E.A. will decide whether to request a Step Three hearing (arbitration). Such a request for arbitration will be sent to the Superintendent within five (5) days of the B.E.A.'s decision. Therefore, the request for arbitration must be submitted to the Superintendent no later than the twentieth (20th) day after the grievant(s) received the Superintendent's written response or, in the case of no response from the Superintendent, no later than the twenty-fifth (25th) day after the grievance was submitted to the Superintendent. Upon receipt of the request, B.E.A. shall request the American Arbitration Association to submit a list of seven (7) National Academy arbitrators. Either party may request a second list. Upon receipt of such list, the Board and the B.E.A., or their designees, shall alternately strike names from the list until one (1) ultimately is designated as the arbitrator.
- b. The arbitrator shall be empowered only to base his/her decision upon a specific section(s) of this Agreement and shall have no power to add to, subtract from, or modify this Agreement.
- c. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on B.E.A., its members, the teacher(s) involved, and the Board.

- d. The fees and expenses of the arbitrator shall be shared equally by the Board and by B.E.A.
- e. The grievant(s), employees who are witnesses, the B.E.A. President, and the B.E.A. Grievance chairperson shall be excused from work for arbitration hearings with no loss of pay, benefits or emoluments. Teachers who are to be excused for an arbitration hearing shall notify their building principal or designee of their request at least forty-eight (48) hours prior to the date of hearing.

SECTION 11. THE CONTRACT DOCUMENT

The teacher contract shall contain:

A. Master Agreement

The Master Agreement shall be printed by the Board with no cost to the Association. Prior to printing it will be sent in electronic form to each teacher's school email address as well as being available electronically on the District's intranet site. All teachers shall be given an opportunity to request a paper copy at any time. Those teachers who opt in shall receive a paper copy of the Master Agreement within a reasonable amount of time. The date by which the agreement will be printed and available will be determined by the parties prior to the tentative agreement being presented for ratification and approval. All new teachers shall receive a paper copy of the Master Agreement at the point of employment.

B. Annual Teacher Contract Notice

The annual teacher contract notice shall contain:

1. Type, Length

Length of contract, whether limited or continuing, and, if limited, the number of years.

2. Salary

Salary to be received, breakdown included as to experience credit, military credit, and training credit.

SECTION 12. DEFENSE AND INDEMNIFICATION

A. Defense Provision

The Board shall provide for the defense of a teacher, in any state or federal court, in any civil action or proceeding, to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the teacher in connection with a

governmental or proprietary function, if the act or omission occurred or is alleged to have occurred while the teacher was acting in good faith, and not manifestly outside the scope of his/her employment or official responsibilities. Amounts expended by the Board in the defense of any teacher shall be from funds appropriated for this purpose or from proceeds of insurance. The duty to provide for the defense of a teacher specified in this section does not apply in a civil action or proceeding that is commenced by or on behalf of a political subdivision.

B. Co-Counsel

The teacher shall have the right to employ his/her own co-counsel, at the teacher's costs, to assist in the representation of the teacher in any civil action as described herein, provided that employing said co-counsel is not contrary to the terms of any applicable insurance policy, and provided further that the conduct of the defense, including any and all decisions regarding a consent judgment or settlement, shall remain the exclusive province of the Board, its insurance company, or counsel retained by the Board or its insurance company to represent the teacher.

C. Indemnification Provision

Except as otherwise provided in this section, the Board shall indemnify and hold harmless a teacher in the amount of judgment, other than a judgment for punitive or exemplary damages, that it obtained against the teacher in a state or federal court or, as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the teacher was acting in good faith and within the scope of his/her employment or official responsibilities.

D. Consent Judgment or Settlement

The Board may enter into a consent judgment or settlement and may secure releases from liability for itself or a teacher, with respect to any claim for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function. The teacher will be contacted regarding a proposed settlement or consent judgment releasing the teacher's liability if the insurance company notifies the Board in advance of the settlement, but failure to so consult shall not nullify any settlement or consent judgment.

E. Appeal Restrictions

No grievance, action, or appeal of any kind shall be brought by any teacher or the B.E.A. with respect to the decision of the Board, or on behalf of the Board, whether to enter into a consent judgment or settlement or to secure releases, or concerning the amount and circumstances of a consent judgment or settlement, including whether the teacher was contacted or consulted regarding the consent judgment or settlement. Amounts expended for any settlement shall be from funds appropriated for this purpose or from proceeds of insurance.

F. Release Time

The Board shall provide adequate release time for any teacher who, by reason of suit brought against him/her, is required to attend a deposition or court hearing involving a claim of liability as described in this section. Said release time will not result in the teacher's loss of wages or deduction from any Board-approved leave.

G. Securing Professional Advice

Any teacher shall be provided a minimum of two (2) working days to secure professional advice before he/she is required to file a written accident report or to give an oral account to the Board of the incident that could result in a claim of liability.

H. Confidentiality

No confidential communication of a teacher made in connection with a liability claim shall be made a part of the teacher's personnel record or utilized in any way that will adversely impact on the teacher's wages, hours, or terms and conditions of employment either at the time the claim is filed or at some future date after the claim has been filed. An accident report made pursuant to Board policy shall not be considered a confidential communication of the teacher.

I. Teacher Cooperation

The B.E.A. will encourage all teachers to cooperate with the Board in and defense to all claims of liability.

SECTION 13. NO STRIKES

During the term of this Agreement, no member of the bargaining unit shall withhold services, or engage in any strike, slowdown or interruption of normal school activities.

SECTION 14. PROGRESSIVE DISCIPLINE

A. Just Cause

For good and just cause, the administration may take disciplinary action against any teacher. Discipline in cases of leave misuse is not covered in this section; it is covered in Section 20. The administration shall immediately notify a teacher whenever there is a reasonable belief that the District may be required by law to report any action, investigation or final disposition related to the discipline of a teacher to the Ohio Department of Education (ODE). The teacher will be notified if a report is submitted to ODE.

B. Steps of Progressive Discipline

The administration will use the following steps of progressive discipline for all offenses:

Step 1. Verbal reprimand

- Step 2. Written reprimand
- Step 3. Suspension with or without pay, not to exceed two (2) days
- Step 4. Suspension with or without pay, not to exceed five (5) days
- Step 5. Termination in accordance with O.R.C. 3319.16

C. Pre-disciplinary Meeting

1. There is no requirement of a pre-disciplinary meeting before a Step 1 or Step 2 hearing. Pre-disciplinary meetings are required before Step 3 through Step 5 hearings.
2. The Director of Human Resources or the Superintendent shall conduct the pre-disciplinary meeting.
3. The teacher shall have the right to have two (2) representatives at this meeting. These representatives shall be either B.E.A. or OEA representatives.
4. When the request for such representatives is made, no meeting shall take place unless the representatives are present.
5. If the teacher does not choose to have B.E.A. or OEA representatives, either the Director of Human Resources or the Superintendent will inform the B.E.A. of the situation and of the date/time/location of the pre-disciplinary meeting. One (1) B.E.A. or OEA observer may attend the meeting, with the teacher's permission.

D. Disciplinary Hearing

If after the pre-disciplinary meeting the administrator determines that progressive discipline is warranted, a disciplinary hearing shall be held. The teacher shall be informed before the progressive discipline hearing of the progressive discipline step on which he/she is being placed.

E. Step 1 through Step 2 Hearings

1. The teacher's immediate supervisor shall hold the Step 1 or Step 2 hearings.
2. At least three (3) workdays prior to the Step 1 or Step 2 hearings the teacher will receive written notice of the reasons for the meeting and the right to have one (1) B.E.A. representative of his/her choice at this hearing. If a representative is requested, no hearing shall occur unless the representative is present. The Director of Human Resources and Association President will also receive a copy of the notice. [See Attachment 17]
3. At this hearing the teacher shall have the right to face his/her accuser(s) and rebut the allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing.

4. At the conclusion of this hearing, if the administrator issues a verbal reprimand, that administrator shall notify the B.E.A. President and the Director of Human Resources on the appropriate form (Attachment 16) that a verbal reprimand has been issued. This form shall not be placed in the teacher's personnel file; instead it will be placed in the administrative working file subject to the restrictions outlined in Section 14-G and Section 27-I. If the administrator issues a written warning, a copy will be placed in the teacher's personnel file.

F. Step 3 through Step 5 Hearings

1. Either the Director of Human Resources or the Superintendent shall conduct disciplinary hearings at Steps 3 through 4. The Superintendent shall conduct a disciplinary hearing at Step 5.
2. The teacher shall have the right to have two (2) representatives at disciplinary hearings. These representatives shall be either B.E.A. or OEA representatives.
3. When the request for such representatives is made, no hearing shall be conducted unless the representatives are present.
4. If the teacher chooses not to have B.E.A. or OEA representatives, either the Director of Human Resources or the Superintendent will inform the B.E.A. of the situation and of the date/time/location of the disciplinary hearing. One (1) B.E.A. or OEA observer may attend the hearing, with the teacher's permission.
5. The teacher shall have the right to face his/her accuser(s), shall receive the specific allegations in writing, shall have the right to call witnesses, and shall have the right to rebut the allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing.
6. The failure to present rebuttal testimony or other evidence at a pre-disciplinary meeting shall not be used against the teacher.
7. At the conclusion of the hearing, if the hearing officer (Director of Human Resources or Superintendent) determines that discipline is warranted, the teacher shall be provided with specific written reasons for the discipline and the exact discipline being imposed shall be stated.
8. The Superintendent has the authority to suspend a teacher without pay without Board action.

G. Twenty-Four Months

Any sequence of steps of discipline shall be for the same or similar offense. If more than twenty-four (24) months have lapsed between any step of the progression, it may not be used as part of the progression.

H. Termination

In the case of a serious infraction, progressive discipline may begin at any step. If any progressive discipline steps are skipped and termination is sought, termination will be in accordance with O.R.C. 3319.16.

I. Right of Appeal

Following the appropriate administrator's determination of the need for discipline, the teacher shall have the right to appeal Step 1, Step 2, Step 3 and Step 4 discipline through the grievance procedure of this Agreement. The grievance procedure cannot be used to appeal Step 5 discipline; the only Step 5 remedy is through O.R.C. 3319.16.

1. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in Section 14 of the Agreement.
2. In the event a grievance is filed on a suspension (other than a suspension that occurs pending termination in Step 5), the suspension shall be held in abeyance until after the grievance procedure has been completed.
3. Should the teacher be supported in his/her position on the grievance, all records of such discipline shall be removed from all personnel and building files.

J. Pay/Benefits

If the teacher does not grieve a suspension without pay or if he/she does grieve a suspension without pay and does not prevail in the grievance, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis. All benefits will continue in force during any suspension (except a Step 5 suspension, with or without pay) as contained in Section 14.

K. Assignment to Home

In the case of a serious infraction the Superintendent or, in the absence of the Superintendent, the Director of Human Resources, may immediately assign a teacher to his/her home - prior to a pre-disciplinary meeting and a disciplinary hearing.

1. The pre-disciplinary meeting and disciplinary hearing will occur within three (3) teacher workdays of the teacher's notification of his/her home assignment.
2. When the teacher is assigned to his/her home, he/she shall be given written reasons for the assignment.
3. The teacher shall have the right to have two (2) representatives at both the pre-disciplinary meeting and the disciplinary hearings. These representatives shall be either B.E.A. or OEA representatives.

4. When the request for such representatives is made no pre-disciplinary meeting or disciplinary hearing shall be conducted unless the representatives are present.
5. If the teacher chooses not to have B.E.A. or OEA representatives, either the Director of Human Resources or the Superintendent will inform the B.E.A. of the situation and of the date/time/location of the disciplinary hearing. One (1) B.E.A. or OEA observer may attend the hearing, with the teacher's permission.
6. If a grievance is filed, pay will continue pending the outcome of expedited arbitration.
 - a. If the teacher's position is upheld in the grievance/arbitration process, all record(s) of the home assignment along with any and all records of the progressive discipline procedure shall be removed from all personnel and building files.
 - b. If the teacher's position is not upheld in the grievance/arbitration process, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis
 - c. If the teacher's home assignment relates to a pending termination (Step 5), the teacher cannot file a grievance.

SECTION 15. WORKING CONDITIONS

A. Length of the Teachers' Day

1. Teachers are expected to arrive at and remain in their respective buildings at a time sufficient to permit the performance of their duties. Teachers are expected to carry out their professional responsibilities and obligations which extend beyond this period of time, including: teachers' meetings, extra-help sessions for students, prearranged conferences with students and/or parents, departmental, in-service or other professional meetings.
2. Thirty minutes will be added to the teachers' work day for the 2011-2012 school year for the purpose of improving student achievement. A committee comprised of 7 teachers selected by the B.E.A. and 7 administrators will meet over the course of the 2010-2011 school year for the purpose of establishing parameters and student goals to be targeted during the additional time. Each building will have one teacher assigned to the committee and will determine via consensus actual implementation of the goals within the established District parameters. The committee meetings will be scheduled outside the school day, with actual dates and times to be determined by the committee. Teachers will be compensated with a \$100 stipend, with the expectation that the process will be concluded within 5 meetings. The extension of the workday will be considered a "pilot" for one year with the expectation it will continue into subsequent years. The continuation of the pilot will be subject to negotiations in the spring of 2012. If the teams do not reach agreement on continuation of the pilot, it

will expire at the end of the 2011-2012 school year and will not be subject to a rollover.

B. Lunch Time

All teachers, shall be granted a minimum forty (40) minute lunch period without assigned responsibilities. The pass time between bells shall not be included in the calculations of a teacher's lunch period. When necessary, and with mutual agreement between the Superintendent (or designee) and the B.E.A. President, the forty (40) minute lunch period may be reduced to accommodate other instructional needs and objectives. The occasional shortening of the forty (40) minute lunch period for routine activities such as assemblies, pep rallies or early releases shall not be subject to this provision. However, in no instance shall lunch be shortened to less than 35 minutes under any of the aforementioned circumstances.

C. School Year

1. The school year shall consist of one hundred eighty-six (186) days. Children shall attend one hundred seventy-nine (179) days. The seven (7) teacher days shall be used as follows:
 - a. the first two teacher days of the school calendar shall be for building and District meetings and teacher work; however, the meetings will not exceed the equivalent of one (1) day;
 - b. the last day of the first and third quarters shall be one-half (1/2) day for professional development (3.5 hours) and one-half (1/2) day for teacher work;
 - c. the last day of each semester shall be one-half (1/2) teacher work day and one-half (1/2) unassigned day;
 - d. the Wednesday before Thanksgiving shall be release time in exchange for the two (2) parent teacher conferences.
2. Teachers new to the district are required to attend a two day new teacher orientation at the discretion of the Board. The scheduled meeting(s) will not exceed the equivalent of one (1) day.
3. There shall be one (1) student early release day on the last student day of the school calendar for teacher work.
4. Students enrolled in the Developmental Preschool Program shall have a delayed start to the school year for the first three (3) regularly scheduled student days and shall be released early from attending the last four (4) regularly scheduled student days.
5. If approved by the Ohio Department of Education, waiver day(s) may be scheduled for purposes of professional development.

6. There shall be a Professional Development Committee at each building that is comprised of teachers and at least one (1) administrator. Additionally, there shall be a District Professional Development Committee comprised equally of administrators and teachers. One (1) person from each Building Professional Development Committee shall serve on the District Professional Development Committee.
7. In the event that calamity days are to be made up if the amount used in a school year is in excess of five (5), a committee will be formed consisting of one representative from the Brecksville-Broadview Heights Education Association, one representative from the Brecksville-Broadview Heights Organization of Support Staff, one administrator, and one community member. The committee will make a recommendation to the Board as to when the days should be made up.

Calamity make up days will be reflected on the District's calendar. In the event of a delayed start due to District-wide or building calamity, teachers will be expected to report to work at their normal schedule unless directed otherwise. Such directive to remain at home shall not be unreasonably withheld. Teachers shall not be reprimanded if adverse weather conditions prevent them from reporting at their regularly scheduled time on days where there is a delayed start for students.

D. Assignment

1. The Superintendent, after consultation with the building principal or principals, will assign teachers or reassign teachers to buildings within the system. Building principals are responsible for assigning each teacher his/her instructional and non-instructional work load. The assignments are normally regarded as annual assignments but may be modified during the year by the principal as conditions warrant. No teaching assignment is regarded as permanent.
2. Prior to March 31st of each school year, each teacher will be given the opportunity of expressing any desired change in assignment by completing the Staff Survey and Transfer Request Form (Attachment 2). A teacher who requests consideration for a vacancy will be notified of a vacancy in the area stated on his/her Staff Survey and Transfer Request Form. During the summer break, such notification shall be by the District's website. Teachers may sign up for automatic email alerts about postings.
3. The needs of the school district are the major criteria for making instructional and non-instructional assignments. Other factors which shall be considered in developing equitable work loads are: size of the class, new programs, specialized needs of a typical student, specialized talents of the teacher, formal preparation as authorized on the state certificate/license, and personal preference of individual staff members.
4. An annual assignment notice shall be provided to each teacher prior to the end of the school year. Assignment at a later date or changes in assignment may be made by the administration if, in its judgment, it is in the best interest of the school system. Every effort will be made to assign teachers to classes which correspond to their

formal preparation, but exceptions may be made for a justified cause. The assignment notice shall include:

- a. Subject area, course, and/or grade levels to be taught;
 - b. Building to which the teacher is assigned.
5. In addition to the classroom instructional assignment, teachers may be assigned on an equitable basis, as determined by the building principal, such non-instructional assignments as supervision of homeroom, corridors, lunchrooms, playgrounds, and other tasks necessary for operating a school building. These tasks are considered a part of the total teaching assignment except when the Board approves certain duties deserving compensation above the salary schedule.
 6. It is desirable to provide teachers the opportunity to be considered for vacancies. Notice of a job vacancy (for either a teaching, supplemental or administrative vacancy), along with its requirements, will be posted in each building on the bulletin board nearest the teachers' mailbox, prior to its being filled. During the summer months administrative, teaching, and supplemental vacancies will be listed on the District's website. Teachers may sign up for automatic email alerts about postings. Teachers who apply for such vacancy within seven (7) days of the posting of the notice shall be given full consideration for any vacancy based upon area of competence, certification, evaluation, and length of service in the District.
 7. When vacancies meeting specific requests are available, the teacher requesting such change will be given first consideration, providing that teacher is qualified for the position available.
 8. In order to ensure effective delivery of instruction by appropriately certified and licensed individuals, a teacher must maintain his/her teaching certification/licensure for at least five (5) years after his/her date of hire. After that time, if the teacher has not taught in an area in which he/she is certified/licensed in any rolling five (5) year period, the teacher may drop that area of certification/licensure with notice to the Superintendent/designee as per Ohio Department of Education requirements, to be submitted on or before March 31 of the fifth (5th) year of the rolling five (5) year period via Attachment 2. For a teacher on a leave of absence, the rolling five (5) year period would encompass only years of active teaching service.
 9. Teachers are expected to maintain on file with the Superintendent's office paperwork reflecting current licensure. In the event a teacher does not timely complete his/her coursework requirements or timely file the paperwork to renew the teacher's licensure prior to the start of the school year, the teacher will be expected to apply for and receive a substitute license and will teach under the substitute license until the teacher's regular teaching license is renewed. The teacher will be paid at the hourly substitute teaching rate of pay and will not be eligible for benefits for the period in which they are teaching under the substitute license. The teacher will not be entitled to any retroactive reinstatement of the teacher's regular salary

upon receipt of the renewed license. In the event the teacher does not obtain the renewed license prior to the start of the second grading period, the teacher will be terminated for cause pursuant to ORC 3319.16. This deadline of the start of the second grading period shall be mutually extended if it is violated for reasons beyond the teacher's control.

E. Position-sharing

Position-sharing shall refer to an option available to pairs of teachers to share one full-time position.

1. Position-sharing opportunities shall be granted pursuant to the teachers' seniority, i.e., the total years of seniority in the partnership.
2. The total number of position-sharing teachers shall not exceed ten (10) teachers, i.e., five (5) pairs per year. In no event will there be more than one (1) position sharing arrangement at any grade level in any K-3 elementary building. At the 4-5 elementary building there will be no more than three (3) position sharing arrangements with no more than one (1) per grade level/specials/special education unless the administrator determines the master schedule can accommodate an exception.
3. Initial applications for position-sharing teachers must be submitted not later than February 1st. Teachers who wish to reapply for the following year must submit their applications by March 1st. Each teacher shall assume the responsibility for finding his/her position-sharing partner but may request assistance from the Director of Human Resources' Office in finding a position-sharing partner. No teacher shall be required to position-share.
4. On or before April 1st the position sharing teams must submit for approval to the building principal a Position Sharing Plan ("Plan") which must address the following elements:
 - a. A full description of the teaching techniques, methods, and grading practices to be employed by the team;
 - b. How the team will communicate with one another to ensure information learned during school meetings or during the work day is timely shared;
 - c. How the position sharing teachers will handle parent or third party communications and ensure the both teachers are fully up to date on all issues and concerns regarding their students;
 - d. How the teachers will effectively communicate during the course of the work day, work week and school year to ensure seamless communication between the teachers; and
 - e. How the teachers will divide up instruction and planning time.

5. Each teacher shall acquire one year seniority for each year of position-sharing work providing each teacher works a minimum of 120 days per year.
6. Position-sharing teachers shall receive a pro-rata share of all salary and benefits as contained in this contract.
7. The schedule to be worked by position-sharing teachers shall be determined by the administration with input from the teachers involved. The Plan developed by the team (see paragraph 4, above) will reflect the master schedule.
8. A teacher with documented professional difficulties shall not be eligible for position-sharing.
9. Position-sharing applications will be considered annually. Upon the dissolution of a partnership, the individual position-sharing teacher shall be guaranteed the contract that he/she held prior to position-sharing.
10. Position sharing arrangements will be evaluated on an ongoing basis by the administration to determine if the Plan is being effectively implemented. The evaluation may include classroom observations and meetings with the team members. The team will meet with the administrator at least two (2) times prior to the end of the first semester to formally review the effectiveness of the position sharing arrangement. Any concerns related to the effectiveness of the position sharing arrangement will be promptly communicated to the team, which will be responsible for developing a strategy to address the concern(s), including revising the Plan. If the concerns persist, the team will be advised prior to February 1st that the arrangement will not be approved for the following year. An unsuccessful position sharing arrangement will not preclude a teacher from applying for another opportunity with a different partner.
11. Position-sharing teachers who teach in the morning must attend all morning meetings; position-sharing teachers who teach in the afternoon must attend all afternoon meetings. Position-sharing teachers must attend all required evening meetings.
12. If more than five (5) pairs of teachers apply to position-share in any school year, anyone who has position-shared for at least three (3) years would not be eligible to position-share in that year.
13. Not being able to position-share during a particular school year does not prevent a teacher from requesting a part-time assignment. However, once a teacher has entered into a contract for a part-time position, he/she is only guaranteed that percent of employment in future years.

F. Meetings

1. Whenever possible under all existing circumstances, building meetings will be on an “as required” basis with an advanced agenda and scheduled at convenient times. For

purposes of this section, teachers teaching in more than one (1) building shall be assigned to only one (1) building's meetings.

2. When any teacher attends a meeting during his/her guaranteed forty (40) minute lunch, he/she shall be compensated for this time at his/her pro-rated per diem rate if the meeting was requested by the building administrator.
3. Staff meetings shall be scheduled at convenient times and an agenda shall be provided at least twenty-four (24) hours in advance of the meeting.

SECTION 16. RESPONSIBILITIES AND DUTIES OF INSTRUCTIONAL STAFF

A. Teacher Responsibility

1. All teachers are responsible to the Superintendent through the building principal or other administrative or supervisory staff members.
2. The senior high school teaching load will be six (6) assignments plus homeroom and an assigned non-curricular duty. Within the six (6) high school English academic class assignments (English I-IV, AP English & Creative Writing I-II), there shall be an effort to limit the assigned number of students to each English teacher to a total of 125 students as of August 1st, preceding each school year. In no event, as of the August 1st date, shall there be a total in excess of 135 student assignments to each English teacher at the high school. For teachers who instruct English academic classes and specific English elective classes (Modern Novel, Debate, Public Speaking, Journalism & Newspaper Publishing), there shall be an effort to limit the assigned number of students to those English teachers to a total of 135 students as of August 1st, preceding each school year. In no event, as of the August 1st date, shall there be a total in excess of 145 student assignments to those English teachers at the high school. The Superintendent shall have complete discretion and authority after August 1st to assign in excess of the 135 or 145 students due to subsequent increased student enrollment. If the limits are exceeded as of the first Monday in October, each affected English teacher will receive a stipend of twenty dollars (\$20) for each student in excess of the 135 or 145 students assigned to the English teacher as of the first Monday in October. Students enrolled after the first Monday in October will not be counted toward the stipend. Said stipend shall be paid by separate check on or before the first payroll in November and is subject to withholdings (taxes, S.T.R.S., etc.).
3. Middle school teachers will have 400 minutes of planning time weekly, (prorated for part-time teachers). Efforts will be made to assign each seventh and eighth grade English teacher a maximum of 135 students. However, if the 135 student limit is exceeded as of the first Monday in October, each affected seventh and eighth grade English teacher will receive a stipend of twenty dollars (\$20) for each student in excess of the 135 students assigned to the English teacher as of the first Monday in October. Middle school students enrolled after the first Monday in October will not be counted toward the stipend. Said stipend shall be paid by separate check on or

before the first payroll in November and is subject to withholdings (taxes, S.T.R.S., etc.).

4. Each elementary teacher, intermediate teacher, elementary school counselor, psychologist (all levels), and Speech/Language Pathologist (all levels) shall have at least three hundred fifteen (315) minutes of planning and conference time per week. This planning/conference time shall be in blocks of no fewer than ten (10) minutes. In addition, building teachers may work with their respective grade level team leaders to devise a schedule that will release kindergarten-fifth grade teachers during the school day up to four (4) hours per year for collaboration and/or individual planning time that will be determined by the teachers' preferences/needs. The schedule must be approved by the building administration. The scheduled time for each teacher will be dependent upon sufficient supervision of students by existing staff, supplemented as possible with volunteers.

B. Assignment of Student Teachers

1. Teachers shall be encouraged to recognize their obligation to the profession by accepting the assignment of student teachers.
2. Principals shall have the responsibility of selecting co-operating teachers and sharing with them the orientation of student teachers. The assignment of student teachers shall be done equitably.

C. Lesson Plans

A teacher shall have available clearly-written weekly lesson plans on the first school day of each week. The plans shall be based on the approved course of study and the standards made applicable to the District.

D. Professional Meetings

1. Teachers are encouraged by the Board to attend local, regional, state, and national meetings which contribute to professional growth. The Board may pay transportation and expenses. Prior approval to attend a meeting is required. The opportunity for attendance at meetings should be distributed as equally as possible by the administration.
2. These meetings shall be exclusive of OEA, NEA, and NEOEA conventions and business meetings.

E. Collecting Money

A teacher shall be freed of the responsibility of collecting money from students, except for Board-approved fees or projects.

F. Parent-Teacher Conferences

1. Parent-teacher conferences (K-12) will be held on two evenings during the school year. Each evening will consist of three hours. Over the course of the two three-hour evenings for parent-teacher conferences, each teacher shall schedule a minimum of fourteen (14) in-person and/or telephone conferences (for the parents who are unable to attend in person). Teachers shall document each parental conference including the name, time and student's grade at the time of the conference. Additional comments shall not be required unless the student is in jeopardy of failing at the time of the conference or the teacher wishes to document the communication.
2. The scheduling of the parent conference evenings will be determined by the building principals K-3, 4-5, 6-8, and 9-12 after receiving staff input. The K-3 parent-teacher conferences shall be scheduled on dates different from the 4-5 parent-teacher conferences. These dates will be announced at least thirty (30) days before the conference evenings.
3. Elementary teachers shall be provided additional release time as necessary to enable each teacher to complete parent-teacher conferences.
4. Consistent with Section 19(I), intervention specialists, psychologists, and speech-language therapists do not have to attend parent-teacher conferences unless specifically requested by a parent.

G. Traveling Teachers

1. Each traveling teacher shall be given a minimum of fifteen (15) minutes to travel from one building to another. The fifteen (15) minutes shall come from the total student contact time of the traveling teacher.
2. Each traveling teacher shall be reimbursed at the IRS rate for mileage traveled going from one building to another.
3. Each traveling teacher shall only be required to attend the evening meetings of his/her home school.
4. The administration will make every effort to schedule each traveling teacher's planning and conference time adjacent to his/her traveling time, and will make every effort to limit the amount of times per day that each traveling teacher has to travel between school buildings.
5. If a traveling teacher is going to be late to the school to which he/she is reporting due to unforeseen or hazardous circumstances (e.g., bad roads due to inclement weather, vehicle break-down, etc.), that teacher will contact the building principal/designee at the school to which he/she is reporting as soon as possible. The building principal/designee shall make arrangements to have the class of the traveling teacher covered until the traveling teacher arrives.

H. Developmental Pre-School

1. Each teacher in the developmental pre-school program shall have students four (4) days a week (Monday through Thursday).
2. Fridays shall be used for conferencing, preparation, planning, and home visits.

I. Medical Procedures

1. No teacher shall be required to perform any medical procedures (including but not limited to bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any student.
2. The administration of student medication shall be in accordance with the Ohio Revised Code and its regulations. No teacher shall be required to clean up body fluids of any student.
3. At the time a teacher or the District initiates an out of District trip, the affected teacher(s) can request a meeting with a building administrator and healthcare aide or coordinator (or athletic trainer for athletic trips) to discuss the participating students' needs and strategize how to address those needs.
4. A school employee under the definition appearing in ORC 2744.01(B) is immune from liability unless his or her acts or omissions were manifestly outside the scope of his or her employment or official responsibilities, involved malice or bad faith, were made in a wanton or reckless manner, or unless the Revised Code expressly imposes liability.
5. In accordance with ORC 2744.07 and with respect to suits against a school district employee for acts or omissions in connection with a governmental or proprietary function, the District shall provide for the employee's defense if the act or omission occurred while the employee was acting in good faith and not manifestly outside the scope both of his or her employment or official responsibilities.

J. Non-classroom Teachers

Each elementary principal shall assign each teacher who is not a regular classroom teacher in his/her building to a grade level team. This non-classroom teacher, however, does not need to attend grade level team meetings or portions of grade level team meetings where information being discussed does not affect him/her.

K. Mandated Individually Administered Diagnostic Tests

1. Preschool teachers will receive a substitute for one (1) day per semester to accommodate the administration and grading of state-mandated diagnostic assessments (i.e. DIBELS). If a teacher requires additional release time due to class size, arrangements can be coordinated through the building principal.

2. Kindergarten teachers will use the first three days of school for kindergarten phase-in to complete orientation and the State mandated KRA-L.
3. To facilitate the administration of the DIBELS assessment for K through fifth grade, a team of professionals (i.e. reading specialists, ELL teachers, regular education teachers, counselors, etc.) will be used. Alternatively for grades four and five, release time may be provided at the principal's discretion.
4. Kindergarten through fifth grade teachers who require release time to complete the administration of the Diagnostic Reading Assessment (DRA) will receive a substitute for the needed time of one half or one full day for the school year, to be coordinated through the building principal. Teachers may also use available language arts time and/or at the K-3 level, computer lab time to complete the administration of the assessments. Additional release time due to extraordinary circumstances will be coordinated through the building principal.

L. Ohio Achievement Practice Test

Teachers in grades three through twelve will be provided release time for the administration and grading of the Ohio Achievement Practice Test. The release time will be coordinated through the building principal and Director of Curriculum and Instruction with input from the grade level or team leaders or, at the high school level, with input from OGT Committee.

SECTION 17. LONG-TERM SUBSTITUTES AND GRANT-FUNDED TEACHING POSITIONS

A. Expiration of Employment

A long-term substitute teacher's employment shall expire at the end of the long-term substitute assignment without action by the Board or further notice to the long-term substitute.

B. Contract Stipulations

Long-term substitutes who do not substitute the entire school year need not be offered a written contract of employment. The provisions of Section 11 (The Contract Document) shall not apply to long-term substitutes who do not substitute the entire school year. Long-term substitutes who substitute the entire school year shall be given a written contract of employment that states they are long-term substitutes.

C. Provisions Not Applicable

Neither the provisions of Section 28, (Non-renewal), nor the provisions of Section 3319.11, Ohio Revised Code, shall apply to long-term substitutes.

D. Exception

Neither the provisions of Section 29, (Staff Reduction), nor the provisions of 3319.17, Ohio Revised Code, shall apply to long-term substitutes. However, if a long-term substitute who was in the same position for at least one hundred twenty (120) days during the school year is given a regular teaching position that begins the very next school year, the period of time he/she spent as a long-term substitute immediately previous to the regular teaching position shall count for the purpose of seniority.

E. Provisions Not Applicable

Neither the provisions of Section 26, (Evaluation), nor the provisions of Section 3319.111, Ohio Revised Code, shall apply to long-term substitutes.

F. Indefinite Assignment

A teacher can be a long-term substitute in the same assignment indefinitely.

G. Grant-Funded Teaching Positions

1. Teachers hired for full or part-time positions that are newly-created after September, 2003, that are fully-funded by State and/or Federal grants will be contracted as long-term substitutes. Teachers hired under this subsection shall be considered "Grant-Funded Teachers". This does not apply to existing positions in the bargaining unit where teachers are currently on regular teaching contracts.
2. These positions may be renewed based upon the receipt of continuing and/or additional grant monies.
3. Section 17 subsections A through F above shall apply to Grant-Funded Teachers.

SECTION 18. INTERACTIVE DISTANCE LEARNING

A. Definition

An Interactive Distance Learning (IDL) teacher is one presenting an entire course for student credit, through IDL technology, involving remote sites. Only teachers of the District can teach student-credit IDL courses originating in this District.

B. Job Security

No teacher shall lose his/her job, or have his/her hours reduced, as a result of the implementation of IDL.

C. Assignments

Assignments to IDL courses shall be made on a semester/yearly basis, and must be mutually agreed to by the teacher and the originating site district.

D. Course Structure

The originating district shall determine the course of study for each IDL course offered. Each IDL teacher shall be solely responsible for the content, material selection, instruction, testing, and evaluation of students at the originating site and at all remote sites.

E. Discipline

Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district.

F. Equipment

IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the originating district and shall be done in a timely manner.

G. Make-Up Work

Videotapes of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.

H. Videotapes

Videotapes of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, he/she shall receive a copy of his/her presentation at no cost.

I. Teacher Evaluation

The evaluation of a teacher who teaches an IDL course(s) shall be in accordance with the evaluation process contained in the Agreement. All observations/evaluations shall require the physical presence of the evaluator. No observations or evaluations for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means.

J. Class Size

The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity, and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at the remote sites, shall not exceed twenty-five (25) students per teacher in no more than one (1) originating and three (3) remote locations unless there is agreement of the originating site teacher. Students at the remote sites shall not exceed the number of stations.

K. Teacher Absence

If the IDL teacher is absent, his/her substitute shall present the course.

L. Strikes

No IDL broadcast shall be provided to a school district where the teachers are conducting a legal strike.

M. Course Offerings

Course offerings with the Brecksville-Broadview Heights City School District as the IDL remote site shall be limited to: (1) courses that are not in the existing curriculum OR (2) classes in the existing curriculum that are not being offered due to insufficient student enrollment OR (3) classes in the existing curriculum that are being offered but have very low student enrollment.

N. Compensation/Preparation Period

If the Brecksville-Broadview Heights City School District is the originating site district, each teacher who is teaching a full-year IDL course shall have either: (1) an additional preparation period daily or its time equivalent for the first year he/she teaches on the IDL network, or (2) compensation of .108 of the BA base salary for the first year he/she teaches on the IDL network. The additional preparation time or compensation shall be pro-rated for IDL courses that are not a full year in length. Whether the teacher is given additional preparation time or compensation is determined by the administration.

O. Training

Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in administration-approved training outside the normal school day/school year shall be compensated at .0007 of the BA base salary per hour.

P. Extended Day

If an IDL teacher presents an IDL course outside of the normal school day or normal school year, he/she shall be compensated at a pro rata amount of his/her normal daily rate of pay.

Q. First Year Evaluation

During a teacher's first year of teaching an IDL course, observations and/or evaluations of the teacher's IDL teaching shall have no adverse effect on the teacher's employment status with the Board. This provision has no B.E.A.ing on the evaluation of the teacher's other classes.

R. Travel

An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed for his/her allowable mileage at the IRS mileage rate.

SECTION 19. LEAST RESTRICTIVE ENVIRONMENT

A. Inclusive/Collaborative Team Notification

Inclusive/collaborative programs should be designed to meet individual student needs and, therefore, need to be flexible from year to year. Staff will be notified if they are to be part of any inclusion/collaboration team for the following school year, if possible.

B. Volunteers

Regular education teachers who volunteer for inclusive/collaborative programs will receive priority for participation.

C. Training

Teachers in need of training (as requested by either the teacher or administrator) will be provided such by the district (in house or otherwise). Every effort will be made to provide this training before the student is in his/her classroom. Training, if needed, will also be available during the first year a teacher has included students in his/her classroom.

D. Class Size

Efforts will be made to reduce class size for regular classroom teachers involved in inclusive programs which require additional planning for special education students.

E. Common Planning Time

Common planning time, where it is possible, for regular and intervention specialists who are involved in these programs needs to be figured into the building master schedule.

F. Planning Time

As incentives for participation in these programs, additional collaboration/planning time or compensation for planning time required outside the school day will be offered to staff, which may take the form of the following:

1. Planning time beyond the school day

- a. Participation is limited to those teachers who work together in a collaborative manner within the regular classroom.

- b. “Paid planning hours” can be applied for, through the building principal by regular teachers, and/or intervention specialists, and/or related service personnel who require time to collaborate and plan together outside of the school day. Paid planning time may include before the school day, after the school day, or during lunch. Compensatory time may be applied for in lieu of payment by intervention specialists during the regular school day for times they are not responsible for students (i.e., assemblies, field trips, parties, etc.).
 - c. Paid planning hours are limited to fifty (50) hours per semester and shall be paid at the rate of .0005 of the BA base salary per hour.
 - d. For circumstances that occur outside the above parameters, the building principal has the discretion to make an exception.
2. Planning time, where possible, as additional release time (examples of release time options would be special duty, homeroom, study halls, etc.)

G. IEP Writing

- 1. Each intervention specialist and each developmental preschool teacher shall have two (2) hours of release time for each initial IEP and each annual review IEP in order to write IEPs. At the high school and middle school, it is the student’s case manager who receives the release time to write the student’s IEP. At the elementary level, if a student with an IEP has more than one teacher, the student’s teachers shall equally split the release time. At all levels, this release time shall be taken in either half or full day increments. The principal may permit the teacher to write the IEP at another location in order that the teachers have adequate space and computer access.
- 2. If students enter the District after IEPs have been written, and those students need IEPs to be written, the teacher shall escrow this IEP writing time so that either a half or full day of compensatory time can be taken. If this additional IEP writing does not equal either a half or full day by the end of the school year, the teacher may take the appropriate amount of compensatory time in hours, scheduled with the approval of the building administrator.

H. Multi-Factored Evaluation

Any teacher involved in multi-factored evaluation (initial or triennial review) may be released one-half (1/2) day a month for testing and observation of the student(s) as deemed necessary by the building administrator.

I. Parent-Teacher Conferences

Due to the time that intervention specialists, psychologists, and speech/language pathologists spend outside of the school day in order to comply with all facets of I.D.E.A., and, due to the fact that intervention specialists, psychologists, and

speech/language pathologists meet with parents at the student's I.E.P. conference, intervention specialists, psychologists, and speech/language pathologists do not have to attend the Parent-Teacher Conferences outlined in Section 16 F. However, if a parent wishes to conference with an intervention specialist, psychologist, and/or speech/language pathologist, that conference will be scheduled.

J. Speech/Language Pathologists

1. Each speech/language pathologist shall be given NEOEA Day and Presidents' Day as an extended time day in order to write IEPs. This is in addition to the time allocated in Section 19 I, above.
 - a. If a speech/language pathologist wants to attend an NEOEA Day activity, he/she shall consult with the Special Education Coordinator in order to determine a different extended time day which must be scheduled on a day that is not part of the school calendar.
 - b. Payment for the extended time shall be made over the course of twenty-six (26) pays.
 - c. The speech/language pathologist will not use planning and conference time to deliver instructional services to his/her students.
2. Additionally, the speech/language pathologist will be provided with two full days or four half days of release time for the purpose of writing and maintaining a student's IEP. The speech/language pathologist will be responsible for requesting permission from the building principal at least five work days in advance and for reporting the absence through Renhill as a "professional day". Release time will not be available:
 - the first or last day of the school year;
 - any non-student school calendar day;
 - the day before or after holidays and long weekends;
 - during District-wide professional development days including waiver days and in-service days.

K. IAT/IEP Meetings

Each teacher who attends an IEP meeting for non-public students outside of the teacher day and/or an IAT meeting outside the teacher day shall be compensated at the rate of .0005 of the BA base salary per hour for each hour of meeting attendance.

L. Shared Solutions Student Support District Forum

1. There shall be a Shared Solutions Student Support District Forum (SSSSDF). The purpose of the SSSSDF is to maintain communication and work collaboratively

towards discussing and resolving district-wide intervention concerns related to the implementation of IEPs, IATs, ISMs, 504s and differentiated instruction.

2. The SSSSDF shall meet one (1) time per quarter with all meetings being scheduled outside of the student day. Representatives will be limited to no more than eight (8) participants per team.
3. An agenda for each meeting shall be mutually created one week in advance by the B.E.A. President or designee and the Superintendent or designee. The agenda items will not conflict with ISM agenda items and will be limited to no more than three (3) items per team. Meetings will not exceed two (2) hours. The agenda will reflect time estimates for each item.
4. The meetings will be facilitated by a designee from the B.E.A. or administration on an alternate schedule. Minutes from each meeting will be distributed to all members of the B.E.A. no later than two (2) weeks after the conclusion of each SSSSDF meeting.

M. Alternate Assessments

Each intervention specialist who is required to complete an alternate assessment for a student will be granted release time for the purpose of assembling the alternate assessment materials. The intervention specialist will be given two (2) hours for each alternate assessment for which the teacher is responsible. Should the teacher require more time due to special circumstances, arrangements can be coordinated through the Director of Pupil Services.

N. Special Education Case Loads

1. Each Intervention Specialist will receive with his/her student roster for the new school year a designation of where the teacher's assignment falls on the Office for Exceptional Children (OEC) case load ratios chart.
2. In the event the teacher's case load ratio exceeds the OEC requirements, the teacher will request a meeting with the building principal to discuss alternative solutions. The Director of Pupil Services and B.E.A. President may also participate in this meeting. The teacher will also provide input into any waiver request and will receive a copy of a waiver request filed with OEC.

SECTION 20. LEAVES

A. Sick Leave

1. Sick Leave Accumulation

- a. Each teacher shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service or, fifteen (15) days for each completed year of service.

- b. If needed, up to five (5) days of sick leave shall be advanced to all teachers without accumulated sick leave at the beginning of each school year.
- c. Unused sick leave accumulation shall be unlimited.
- d. Each teacher shall be informed in writing on his/her paycheck the number of sick leave days he/she has accumulated.
- e. A teacher on an approved leave of absence (other than paid sick leave) shall neither accrue nor lose accumulated sick leave while on said leave. A teacher on paid sick leave may accrue sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of service.

2. Approved Use of Sick Leave Days

- a. Each teacher shall be granted paid sick leave up to the maximum number of days that he/she has accumulated.
- b. Teachers may use sick leave for absence due to personal illness, pregnancy, care for his/her newborn child up to 6 weeks of age, injury, or exposure to contagious disease.
- c. Teachers may use sick leave for absence due to illness, injury, or death in the immediate family. Immediate family shall be defined as spouse, child, parent, relative living in the same household as the teacher, or any person living in the same household as the teacher and who clearly has stood in the same relationship to the teacher as a spouse, child, or parent although not related to the teacher by law.
- d. Members of the family not listed above - Absence shall be granted up to but not to exceed five (5) days in any one (1) school year. Family in this category includes parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, and uncle.
- e. Except for members of the immediate family, absence to provide day care for individuals who are ill is not considered an appropriate use of sick leave.
- f. In extenuating circumstances, the Superintendent/designee may grant additional days.

3. Notification of Sick Leave Use

- a. In case of absence, an elementary (K-5) teacher must telephone the person responsible for obtaining substitutes before 7:00 a.m., a middle school teacher must call before 6:30 a.m., and a high school teacher must call before 6:00 a.m.

- b. If a teacher is absent on one day, and will not be returning to school the next day, he/she shall notify the principal's secretary of this by 2:00 p.m. on the day he/she is absent. Such notification is not necessary for known prolonged illnesses.

4. Long-Term Use of Sick Leave

- a. For leaves that exceed sixty (60) consecutive days, the Superintendent may, at the Board's cost, require the teacher or the person for whom the leave is taken to be examined by a doctor selected by the Superintendent. If the opinion of the doctor selected by the Superintendent is that the continuation of sick leave is not medically necessary, the teacher or the person for whom the leave is taken shall be examined, at the Board's cost, by a second doctor selected jointly by the Superintendent's doctor and the treating physician of the teacher or person for whom leave is taken. The opinion of the second doctor in regard to continuation of sick leave shall be binding on the teacher and the Board as to the medical necessity of the leave.
- b. A teacher who leaves and returns in the same school year shall be returned to his/her same assignment.

5. Sick Leave Pool

- a. If a teacher is currently incapacitated for thirty (30) consecutive calendar days or more due to an accident, catastrophic illness, or long-term illness [defined as an illness where it is anticipated that the teacher will be absent at least ten (10) additional working days] of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, the teacher may apply to use the sick leave pool (Attachment 3) and another teacher may donate up to five (5) days (Attachment 4) of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
- b. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.
- c. Donation of sick days shall be initiated by a teacher on a form found as Attachment 4, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- d. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher (Attachment 5).
- e. Donated sick leave shall not be considered as sick leave used for purposes of merit incentive for attendance payments.

- f. Upon request for sick days donation, the Superintendent/designee shall discuss with the B.E.A. President the eligibility of the claim. A teacher who meets the criteria set forth in paragraph (a) above, but who has been approved for other paid benefits such as workers compensation benefits or STRS retirement (disability or regular), will generally not be eligible to use the Sick Leave Pool. Exceptions may be made if the use of the Sick Leave Pool will enable the teacher to complete 120 work days for purposes of STRS benefits or in the event of a unique and extreme financial hardship.
- g. The Superintendent may require a doctor's certificate verifying eligibility. The decision to grant use of the Sick Leave Pool is made by the Superintendent. If the Superintendent and B.E.A. President are not in agreement as to whether use of the Sick Leave Pool shall be granted, either the Superintendent or B.E.A. President may decide that the specific situation will be decided by the Sick Leave Pool Committee. The Sick Leave Pool Committee is comprised of two (2) administrators appointed by the Superintendent, two (2) teachers appointed by the B.E.A. President, and one (1) Board member appointed by the Board. The decision of this Committee is made by majority vote and cannot be appealed.

B. Religious Holidays

A maximum of two (2) days may be granted during any one (1) year for religious holidays which are not recognized in the school calendar, and which prohibit the teacher from working on those days. Religious holidays are not deductible from sick or personal leave.

C. Personal Leave

- 1. Each teacher shall be granted up to three (3) days of personal leave each school year without loss of salary.
- 2. Personal leave cannot be taken during "restricted time periods" which are defined as the first or last student day of the school year, any non-student school calendar day, or the day before or after holidays and long weekends.
- 3. During the "restricted time periods", personal leave may be approved for valid, disclosed reasons. Reasons that are considered to be valid are: funerals, weddings of the employee or of a family member, court appearances, emergencies that create a hazardous condition to the teacher's family or property, graduations, school programs/events of the teacher's child, college visitations, formal religious functions, moving, and travel conditions beyond the teacher's control making it impossible to report as assigned (documentation required for this last reason). Exceptions may be made at the absolute discretion of the Superintendent/designee with reason(s) for the request listed on Attachment 7.
- 4. To apply for use of a personal leave day(s), the teacher shall submit either a "Notification of Personal Leave Use" form (Attachment 6) or a "Request for Personal Leave During Restricted Times" form (Attachment 7) to the building

principal at least five (5) days in advance of the use of personal leave, unless an emergency arises or there are unforeseen circumstances. The building principal will then forward the form to the Director of Human Resources.

- a. Where an emergency or unforeseen circumstance arises, the personal leave request may be submitted to the building principal who will immediately forward it to the Director of Human Resources with less than the above-mentioned time schedule.
 - b. However, it is understood that certain circumstances may prevent submission of a request form prior to the emergency or unforeseen circumstances leave. In such instances, the teacher shall submit the “Request for Personal Leave” form the day following return from such leave. Any teacher requesting emergency or unforeseen circumstances leave shall notify the person responsible for providing substitutes as much in advance as possible prior to said leave.
5. At the teacher’s discretion, any personal leave days that he/she does not use during a school year shall be EITHER: (1) converted to sick leave and added to that teacher’s sick leave accumulation, or (2) converted into a cash payment only if no personal leave days were used in a semester per 5.b. below.
- a. Conversion to sick leave
 - 1) Any teacher who wants his/her unused personal leave to be converted to sick leave days must complete and turn in the “Personal Leave Form” (Attachment 8) to the District Treasurer by June 15th or the benefit is forfeited.
 - 2) The personal leave days that were converted to sick leave days shall be reflected in the teacher’s sick leave accumulation in the first August paycheck.
 - b. Cash Payment
 - 1) Any teacher who has used no personal leave (excluding any carry over day under 5.c. below) during a semester of the past school year shall receive a payment of \$100 for each semester where no personal leave was used (i.e., \$200 maximum).
 - 2) This cash payment shall be paid with the second payroll in July.
 - 3) To receive this cash payment, the teacher must complete and turn in the “Personal Leave Form” (Attachment 8) to the District Treasurer by June 15th or the benefit is forfeited.

c. Carry Over of Personal Leave Day

In lieu of converting an unused personal leave day per sections 5a or 5b, above, a teacher may carry over one (1) unused personal leave day into the next year. The maximum number of personal leave days allotted in any school year will not exceed four (4) days (i.e. three (3) days assigned for the new school year and one (1) carry over).

d. In any given year, a teacher can only “convert” a maximum of three (3) unused personal leave days under 5.a. or 5.b. above.

D. Parental Leave

1. Parental leave of absence is a leave without pay and shall be for the balance of the year (the year being defined as July 1st through June 30th) in which delivery or adoption occurs or for a shorter period of time as requested by the teacher.
2. Request for parental leave must be made to the Superintendent no later than one (1) month prior to the beginning of the parental leave. If the one (1) month notice cannot be given, the teacher shall notify the Superintendent as soon as possible. A request for parental leave may be withdrawn at any time before the requested parental leave begins.
3. Parental leave may begin any time between the birth of a child and the child’s first birthday. In the case of adoption, parental leave may begin upon receipt of custody of a child prior to his/her 6th birthday. Upon request by the teacher, sick leave may be used prior to parental leave following the birth or adoption of a child if illness or disability requires.
4. Upon request of the teacher, his/her leave shall be extended for one (1) additional school year. At the end of this one (1) additional school year, and upon request of the teacher, his/her leave shall be extended for one (1) more additional school year.
5. Teachers on parental leave shall be notified by the Superintendent, in writing, of the expiration of the leave on or before March 1 and the necessity of notifying the District, in writing, of his/her plans to return. Written notice by the teacher shall occur no later than March 15 unless the delivery or adoption occurred subsequent to March 1, in which case the teacher shall have until July 1 to notify the Superintendent of his/her intention for the coming school year. If notification is not received on the date specified, it will be assumed that the individual on leave does not wish to return to employment with the Board. If notification is received on time, the teacher shall be placed in a teaching position as of the beginning of the coming school year.
6. Upon return from approved parental leave, a teacher shall be entitled to reinstatement to a substantially equivalent position for which the teacher holds a valid unexpired certificate/license.

7. The condition of maternity, pregnancy, miscarriage, abortion, childbirth and recovery there from or adoption shall not be grounds for the termination, nonrenewal, or failure to issue any limited or continuing contract, whether for the regular teaching duties, supplemental duties or administrative duties.
8. Parental leave shall also be given to a teacher who requests it in order to care for his/her parent(s).
9. Consecutive parental leaves shall not exceed four (4) consecutive years. If a teacher has utilized parental leave for four (4) consecutive years, he/she must be in active pay status for a minimum of 120 days before parental leave can again be granted. A parental leave of 120 days or more shall be considered to be a year of parental leave for the purposes of this Section.

E. Sabbatical Leave

1. Subject to the provision of Section 3319.131 of the Ohio Revised Code, sabbatical leave for study and research may be granted by the Board to teachers who have completed at least five (5) years of service in Brecksville-Broadview Heights City School District.
2. The Board shall grant leave to no more than five percent (5%) of the teachers at any one time.
3. Sabbatical leave may not be granted to a teacher more often than once every five (5) years of service, nor may such leave be granted a second time to the same teacher when other teachers have filed a request for such leave.
4. A teacher who is granted sabbatical leave will be required to return to the staff of Brecksville-Broadview Heights City Schools for at least one (1) year. If he/she does not return for one year, he/she shall be required to refund the Board monies given for such leave. This restriction shall not apply to teachers with twenty-five (25) years or more of teaching in Ohio schools.
5. A sabbatical leave may be granted for one nine (9) week period, one (1) semester, one (1) full year, or for the last semester of one (1) year and the first semester of the following year. Each teacher on leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute, assuming such expected salary is greater than that paid to the substitute. It is understood that in computing the substitute's salary there shall be added the cost of the normal fringe benefits to be paid to the substitute. Teaching credit shall be given the same as if the teacher on sabbatical was teaching in the system. The teacher on sabbatical may continue at his/her cost all fringe benefits at the group rate.
6. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15th or October 15th preceding the school term within which the leave is desired. The application shall include a plan for spending the leave in a

manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

F. Assault Leave

1. If, in the course of employment, a teacher is assaulted by a student/adult, resulting in physical injury to the teacher which is severe enough to preclude the satisfactory performance of regular teaching duties, the teacher shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a doctor certifies that the incapacity will continue beyond such time. This assault leave shall not be charged against any other type of leave. Paid assault leave will be capped at ninety (90) working days except in extraordinary circumstances in which the cap can be extended at the sole discretion of the Superintendent.
2. The teacher shall not qualify for assault leave except upon submission of an application justifying the granting of assault leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.
3. Payment of assault leave shall be at the regular rate of pay (teacher's regular pay plus an extra-duty, supplemental and/or supplementary pay) in effect for such teacher at the time of such assault, or at the rate which the teacher may become eligible in accordance with the Ohio Revised Code, less any compensation to which the teacher is entitled under the Workers' Compensation Act of Ohio.
4. A teacher who has been physically assaulted in connection with the performance of a professional assignment of this Board shall immediately give verbal notice to the building principal. In extraordinary circumstances where immediate notice is not possible, the teacher must give verbal notice no later than twenty-four (24) hours after the assault has occurred. In addition, the teacher shall file a written report signed by the teacher within two (2) working days of the assault.
5. If court action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.
6. A teacher temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident, or shall be transferred to the first available teaching position carrying equivalent pay and equivalent professional duties for which the teacher is certificated/licensed, if the teacher so desires. Any student who assaults a teacher shall not be assigned to that teacher again unless there is no other teacher who teaches that course/grade.

G. Jury Duty

1. A teacher summoned for jury duty shall immediately notify his/her principal.

2. When it is necessary for a teacher to be absent from teaching duties due to a jury summons, the teacher shall not lose any salary.

H. Other Leaves

1. Upon the written request of a teacher, the Board may grant a leave of absence for a period of no more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, a Board may grant similar leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals.
2. Upon successful completion of a one-year leave of absence for full-time post-graduate work aimed toward an advanced degree and, in the opinion of the Superintendent, directly related to his/her teaching responsibilities, a teacher shall receive a one-year increment. Under no situation shall a teacher receive more than one (1) increment of this type for any one (1) post-graduate degree.
3. Leave may be requested where illness or disability relates to either parent and where there are no accumulated sick leave days available or applicable under the provisions of the sick leave policy.

I. Unpaid Leave of Absence

If any teacher is absent for any approved reason other than those specified in Section 20 of this Agreement, a deduction from his/her salary will be made on the basis of the number of days assigned for that school year.

J. Falsification or Misuse of Leave

Evidence indicating falsification of requests for usage of leave or misuse of any leave shall result in discipline as follows:

1. First instance: Written warning plus loss of pay for each day misused by reason of the falsification.
2. Second and all other instances: May be grounds for suspension or termination of employment.

K. Leave Pursuant to Summons or Subpoena

1. Any teacher who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other emoluments for days missed by reasons of the summons or subpoena. A summons or subpoena issued because of a student's custody issue is considered to be job-related.

2. A teacher who is subpoenaed to appear in court as a witness in a proceeding in the teacher's capacity as an employee of the Board shall be paid at her/his regular rate without use of personal days or sick days.
3. Personal leave must be utilized for a summons or subpoena issued because of a non-job related issue. If the teacher has exhausted his/her personal leave, and is summoned or subpoenaed for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the subpoena or summons.

SECTION 21. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

A. Eligibility

1. Pursuant to the terms and conditions of this Section, an eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st), for one (1) or more of the following circumstances:
 - a. the birth of a teacher's child and to care for the child up to age one;
 - b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;
 - c. to care for an immediate family member (spouse, child, or parent) of a teacher when that family member has a serious health condition;
 - d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.
 - e. for qualifying military situations arising when a teacher's spouse, son, daughter, or parent is on active duty or is called to activate duty status. (See Attachment 14).
2. To be eligible for FMLA Leave, the teacher must:
 - a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.
 - c. a teacher who requests FMLA or who is believed to be eligible per paragraph E will receive a Notice of Eligibility (Attachment 11).
3. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave

entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.

4. An eligible teacher may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the teacher. (See Attachment 13).

For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:

- a. attendance at official military-sponsored events,
- b. to provide or arrange for alternative childcare or schooling,
- c. to make financial or legal arrangements to address the member's absence while on active duty,
- d. counseling,
- e. rest and recuperation, and
- f. post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

B. Serious Health Condition - Defined

1. For purposes of FMLA, "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:
 - a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with such inpatient care; or

- b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
- (1) A period of *incapacity* (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider
 - (2) Any period of incapacity due to pregnancy, or for prenatal care.
 - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
 - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The teacher or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - (5) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of

incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

2. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Under paragraph 1.b.(1)(b), a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or, bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
3. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress, or allergies may be serious health conditions, but only if all the conditions of this section are met.
4. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.
5. Absences attributable to incapacity under paragraphs B.1.b. (2) and (3) qualify for FMLA leave even though the teacher or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, a teacher with asthma may be unable to report for work due to the onset of an asthma attack or because the teacher’s health care provider has advised the teacher to stay home when the pollen count exceeds a certain level. A teacher who is pregnant may be unable to report to work because of severe morning sickness.

C. Health Care Provider - Defined

1. The Act defines “health care provider” as:
 - (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
 - (b) Any other person determined by the Secretary to be capable of providing health care services.

2. Others “capable of providing health care services” include only:
 - (a) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
 - (b) Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
 - (c) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where a teacher or family member is receiving treatment from a Christian Science practitioner, a teacher may not object to any requirement from an employer that the teacher or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.
 - (d) Any health care provider from whom a teacher’s or the teacher’s group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
 - (e) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law.

3. The phrase “authorized to practice in the State” as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider.

D. Notice

1. The teacher shall provide the Superintendent/designee with written notice no fewer than thirty (30) days prior to taking unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.
2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the teacher or his/her family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Superintendent/designee, not fewer than thirty (30) days prior to the requested leave commencing, with written certification (Attachment 9 or 10) issued by a health care provider to support his/her request for leave.

If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Superintendent/designee, not fewer than thirty (30) days prior to commencing the modified work schedule, with written certification (Attachment 9) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the teacher's need for leave is not foreseeable, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent/designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent/designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

E. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Section 20 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent/designee while on paid sick leave that this leave would be counted as FMLA leave.
2. Where a teacher has earned paid sick leave days, this paid leave shall be substituted, at the teacher's request, for all or part of any unpaid FMLA leave taken to care for an immediate family member or for the teacher's own serious health condition.
3. When an employee utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the teacher or of an immediate family member), or if the employee requests FMLA, the employee will be notified in writing by the Board that said sick leave days count toward his/her annual FMLA leave entitlement. (Attachment 12, Designation Notice). If the employee does not believe his/her leave meets the criteria of a "serious health condition", the teacher must notify in writing the Superintendent/Designee within fourteen (14) calendar days of

receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a “serious health condition.” Unless the employee again hears from the Superintendent/Designee on this specific situation, the Superintendent/Designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the employee does not notify in writing the Superintendent/Designee within fourteen (14) calendar days, the correction will not be made.

F. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the teacher. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the teacher’s or that of an immediate family member’s, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
2. When medically necessary, a teacher may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the teacher would be on FMLA leave for more than 20% of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:
 - a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
 - b. to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

G. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester, if:
 - a. the leave is of at least three (3) weeks duration, and
 - b. the return to employment would occur during the three (3) week period before the end of the semester.
2. If a teacher begins unpaid FMLA leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking unpaid FMLA leave until the end of the semester, if:
 - a. the unpaid FMLA leave is of greater than two (2) weeks duration, and
 - b. the return to employment would occur during the two-week period before the end of the semester.
3. If a teacher begins unpaid FMLA leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.
4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

H. Medical Opinion

1. **Additional Certifications:** For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

2. Subsequent Recertification: The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) days unless:
 - a. The teacher requests an extension of leave.
 - b. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications).
 - c. The board receives information that casts doubt upon the continuing validity of the certification.
 - d. When the teacher is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

I. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

J. Return to Work

1. When an employee is medically able to return to work after a serious health condition for unpaid FMLA leave, he/she shall provide the Board with a statement from his/her health care provider (Attachment 15) that the teacher is able to resume the job functions for his/her position.
2. Upon return from unpaid FMLA leave, the Board shall restore the teacher to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.
3. A teacher has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a Reduction-in-Force [RIF] during the teacher's leave period, the Board may deny the teacher reinstatement if his/her position was one of the ones affected by the RIF.)
4. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the

leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (Attachment 9) from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the teacher must return to work for thirty (30) days unless precluded from doing so by Board action.

K. Penalties for Misuse

A teacher who fraudulently obtains FMLA Leave from the Board is not protected by the terms of these provisions (i.e. job restoration or maintenance of health benefits provisions may be denied).

L. Inconsistencies Between the Agreement and FMLA

1. All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended in 2009 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, as amended in 2009 the Family and Medical Leave Act of 1993, as amended in 2009 shall prevail.
2. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Agreement.

SECTION 22. COMMUNICABLE DISEASES

A. Protection of Individuals

The Board recognizes that communicable diseases are significant medical and social problems. The Board desires to protect the rights of individual students or teachers who may be infected with communicable diseases as well as to protect noninfected students, staff, and the public.

B. Definitions

The purpose of these procedures is to describe the method of handling the issues raised when a teacher is potentially infectious with a communicable disease. A communicable disease is defined as a long-term disease capable of being transmitted from one person to another and that is dangerous to the public. Communicable diseases include, but are not limited to, tuberculosis, hepatitis, and Acquired Immune Deficiency Syndrome (AIDS). For the purpose of this policy, AIDS includes Acquired Immune Deficiency Syndrome, AIDS-related complex or the presence of Human Immunodeficiency Virus (HIV).

C. No Mass Testing

There will be no mass testing to determine if a teacher is infected with a communicable disease.

D. Reporting of Diagnosis

Any teacher who is diagnosed as having a communicable disease is required to report such diagnosis to the Superintendent.

E. Continuation of Normal Work

All teachers shall be required to carry out their normal duties and responsibilities to an infected student or work with an infected teacher where the determination has been made to permit the infected individual to remain in the school setting.

F. Decisions on Case-by-Case Basis

Decisions about each teacher with a communicable disease are to be made on a case-by-case basis.

G. Submission to Medical Evaluation

When there is reason to believe that a teacher has a communicable disease, then he/she is required to submit to a medical evaluation by a public health physician and/or a physician or medical facility selected by the Board, at Board expense. "Reason to believe" shall be defined as:

1. The teacher discloses his/her diagnosis;
2. Knowledge that a member of the teacher's household has a communicable disease;
3. Evidence of impairment in job performance;
4. Other information brought to the attention of the Board. Said information shall promptly be brought to the attention of the teacher.

H. No Loss of Salary, Benefits or Other Emoluments

If there is reason to believe that a teacher has a communicable disease, he/she will be permitted to remain in his/her regular assignment or placed in an alternate assignment with no loss of salary, benefits or other emoluments.

I. Evaluation Team

When there is reason to believe that a teacher has a communicable disease, an evaluation team shall convene within seven (7) calendar days of the teacher/student identification.

1. The evaluation team shall be comprised of: the teacher's physician, the school physician, and a physician specializing in infectious diseases.

2. The school physician shall be chairperson of the evaluation team.

J. Written Report of Evaluation Team

The evaluation team shall review the teacher's diagnosis, treatment, and prognosis and shall submit a written report of its finding and determinations to the Superintendent within five (5) calendar days from when the evaluation team convened.

K. Teacher's Status/Assignment

The Superintendent will make a decision based on medical information concerning a teacher's status/assignment within two (2) calendar days after receiving the report from the evaluation team. A teacher may be (1) kept in his/her original assignment, (2) placed in a different assignment with no loss of salary, benefits or other emoluments, (3) requested to utilize sick leave and would be entitled to unpaid leave of absence for up to two (2) years after paid sick leave has expired, (4) entitled to apply for disability retirement benefits under S.T.R.S. or (5) placed on a leave of absence under O.R.C. 3319.13. A teacher shall not be nonrenewed, terminated, or otherwise separated from employment due to having been diagnosed as having a communicable disease.

L. Confidentiality

Information about the identity and condition of a teacher infected with a communicable disease shall not be disclosed by the evaluation team or by the Superintendent to anyone other than the members of the Board, administrators in the buildings in which the teacher is assigned, school nurse, and any other persons to whom disclosure is recommended by the evaluation team.

M. Monitoring of Medical Condition

The evaluation team shall maintain an active role in monitoring the teacher's medical condition. The teacher's physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change. If any new information is brought to the attention of the school physician, the procedures outlined above shall be followed.

N. Confidentiality and Students

Those teachers to whom disclosure is recommended by the evaluation team shall be notified of the identity and other relevant information regarding students identified as having a communicable disease. Teachers will observe complete confidentiality as to such information.

O. Implementation and Enforcement of Board Policies

The administration will implement and enforce Board policies and the Ohio Revised Code in dealing with student communicable diseases.

SECTION 23. DRUG/ALCOHOL-FREE WORKPLACE POLICY FOR EMPLOYEES

A. Overview

The Board is committed to a drug/alcohol-free workplace. It will enforce a policy requiring all teachers to refrain from the use, distribution, or possession of illicit drugs, whether on or off school premises. It is also the Board's policy to prohibit use, distribution, or possession of alcoholic substances (on or off premises) that: 1) interferes with job performance; or 2) results in a violation of state or federal laws while on school property or while teaching, coaching, and/or supervising students under the direction of the Board. Teachers who fail to comply with this policy may be subject to discipline as described below.

B. Use - Disciplinary Action

In cases involving the use of illicit drugs or alcohol, the initial disciplinary action shall be the completion of an appropriate awareness and/or rehabilitation program approved by the Board as determined by the Superintendent with input from the Chemical Dependency Coordinator and the B.E.A. President. Subsequent offenses relating to use of illicit drugs or alcohol may result in further just cause discipline and/or termination in accordance with the Ohio Revised Code and provisions of this Agreement (if applicable). Any violation of the law may result in referral to the appropriate law enforcement agency for prosecution.

C. Distribution/Possession/Sale - Discipline

In cases involving the distribution or possession of illicit drugs or the distribution or sale of alcohol to students and/or minors, the Superintendent shall have the option to institute initial disciplinary action consisting of the completion of an appropriate awareness and/or rehabilitation program. However, the Superintendent shall also have the option to institute at any time disciplinary action consisting of the termination of employment in accordance with the Ohio Revised Code and provisions of this Agreement (if applicable), and/or the referral to the appropriate law enforcement agency for prosecution.

D. Notification to Superintendent of Criminal Conviction

Any teacher convicted of an offense under a criminal drug statute must notify the Superintendent of the conviction no later than five (5) working days after such conviction. Failure to do so may result in discipline for just cause.

E. Notification to Teacher(s) of Policy

To ensure that all teachers are aware of this policy, the Board shall provide written notification of the Drug/Alcohol-Free Workplace Policy. New teachers will be informed of this policy before signing a contract.

F. Available Help for Teacher(s)

The Board is concerned about any teacher who is a victim of alcohol or drug abuse. The Board has made available for any teachers of Brecksville-Broadview Heights City School

District to obtain help through the services of the Chemical Abuse Prevention Association (C.A.P.A.) Coordinator.

G. Provision of Program Information

The goal of the Board working in conjunction with the C.A.P.A. Coordinator will consistently be to provide information about any alcohol and drug counseling, rehabilitation programs, and re-entry programs available to teachers and provide procedures to direct teachers to appropriate programs.

H. Policy: Biennial Review

This policy will be reviewed on a biennial basis as part of the biennial review of all District policies regarding drug prevention (as required by the Drug-Free Schools & Campuses Act Amendments of 1989). The Superintendent/designee will assign responsibility for conducting the biennial review.

SECTION 24. TOBACCO-FREE ENVIRONMENT

- A. The use of tobacco inside school buildings, District offices, non-instructional facilities, and anywhere on school property (except in personal vehicles) is prohibited. The “use of tobacco” shall mean all use of tobacco, including a cigarette, cigar, pipe, snuff, or any other matter or substances that contain tobacco.
- B. The C.A.P.A. Coordinator shall assist in providing smoking-cessation workshops and information on alternative support systems for smoking cessation.

SECTION 25. MENTORING PROGRAM

A. Overview

An entry-year/mentoring program is designed to help teachers who are either new to the profession, new to the Brecksville-Broadview Heights School District, or who hold an Alternative Educator License. A mentor will consult and assist teachers new to the District but shall not evaluate them. A teacher who volunteers and is selected to be a mentor shall be compensated and shall receive release time as stated below. Additionally, a mentor may be required to attend training sessions during the regular school day and may also be required to attend training sessions/meetings outside of the regular school day to a maximum of eight (8) hours per school year. In order for a teacher to be the mentor of an entry-year teacher (i.e., a teacher who holds a provisional license), the teacher must have successfully completed Pathwise and/or Ohio First coursework/training. “Mentoring the New Teacher” training is encouraged but not required.

B. Mentors

1. Mentor of one (1) entry-year teacher, teacher who holds an Alternative Educator License in their first year of employment, or former long-term substitute who falls within the definition of entry-year teacher.
 - a. The mentor shall be compensated at the rate of .040 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paycheck.
 - b. The mentor shall be given release time, at his/her determination, up to a maximum of twenty-seven (27) hours per school year. When the mentor determines that release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.
 - c. The mentor shall also meet with the mentee for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentee.

2. Mentor of one (1) experienced teacher (with a certificate or professional license) who is either new to the District or was employed in-District for at least one (1) semester as a long-term substitute.
 - a. The mentor shall be compensated at the rate of .020 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paycheck.
 - b. The mentor shall be given release time, at his/her determination, up to a maximum of twelve (12) hours per school year. When the mentor determines release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.
 - c. The mentor shall also meet with the mentee for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentee.

3. Mentors with two (2) mentees
 - a. Ideally, each mentor shall not have more than one (1) mentee; however, when this is not possible, a mentor may be given a second mentee but can never have more than two (2) mentees.

- b. Mentor who has two (2) mentees who are both entry-year teachers
- 1) The mentor shall be compensated at the rate of .080 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paychecks.
 - 2) The mentor shall be given release time, at his/her determination, up to a maximum of fifty-four (54) hours per school year. When the mentor determines release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.
 - 3) The mentor shall also meet with the mentees (together or singularly) for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentees.
- c. Mentor who has two (2) experienced teachers as mentees
- 1) The mentor shall be compensated at the rate of .030 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paychecks.
 - 2) The mentor shall be given release time, at his/her determination, up to a maximum of nineteen (19) hours per school year. When the mentor determines release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.
 - 3) The mentor shall also meet with the mentees (together or singularly) for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentees.
- d. Mentor who has one (1) entry-year teacher and one (1) experienced teacher as mentees
- 1) The mentor shall be compensated at the rate of .050 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paychecks.
 - 2) The mentor shall be given release time, at his/her determination, up to a maximum of thirty-one (31) hours per school year. When the mentor determines release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.

- 3) The mentor shall also meet with the mentees (together or singularly) for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentees.
4. Mentors working with teachers who hold an Alternative Educator License in their second or subsequent years of employment.
 - a. Teachers serving as mentors for colleagues who hold an Alternative Educator License and do not already qualify for a mentor under any of the aforementioned reasons will be compensated at the rate of .010 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paycheck.
 - b. Mentors shall be given release time, at his/her determination, up to a maximum of six (6) hours per school year. When the mentor determines release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.

C. Mentees

1. Entry-Year Teachers (those who hold a provisional license)
 - a. Entry-year teachers will be given the release time up to a maximum of fifteen (15) hours per school year to consult with the mentors.
 - b. The entry-year teacher will spend three (3) hours with his/her mentor before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentee.
2. Experienced teachers (those who hold a teaching certificate or professional license) who are new to the District
 - a. Experienced teachers new to the District will be given release time up to a maximum of six (6) hours per school year to consult with his/her mentor.
 - b. This experienced teacher new to the District will spend three (3) hours with his/her mentor before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentee.
3. Former long-term substitutes
 - a. A former long-term substitute with less than one semester in-District experience or a former long-term substitute from another district who receives a regular teaching contract will be treated as an entry-year teacher.

- b. A former long-term substitute with at least one semester in-District experience who receives a regular teaching contract and who has a teaching certificate or professional license may be provided a mentor in his/her first year of teaching, at the administration's discretion.

D. District Entry-Year/Mentoring Committee

1. This Committee of seven (7) members is comprised of:
 - a. Three (3) B.E.A. members who are appointed by the B.E.A. President.
 - b. Three (3) administrators who are appointed by the Superintendent.
 - c. A Lead Mentor/Coordinator, who must be a teacher, shall be selected by the Committee members defined in a. and b. (above) and then shall be part of the District Entry-Year/Mentoring Committee.
 - d. Each Committee member shall have a minimum term of one (1) school year, which may be renewed for succeeding school years.
2. Responsibilities of the District Entry-Year/Mentoring Committee
 - a. Collaborate in the design of the program and selection, assignment, and provision for the training of mentors and entry-year teachers.
 - b. Periodically review the program's effectiveness.
 - c. Collaborate with colleges and universities.
 - d. Be available to meet during the summer.
 - e. Make decisions on a consensus basis.
 - f. Assign mentors.
3. Release Time/Compensation
 - a. Adequate release time will be granted to the District Entry-Year/Mentoring Committee members in order to fulfill their responsibilities. If the Committee conducts meetings or activities outside of the school year and/or school day, each member shall be compensated at the rate of .0007 of the BA base salary for each hour of District Entry-Year/Mentoring Committee work.
 - b. The Lead Mentor/Coordinator shall be paid .0007 of the BA base salary per hour for time dealing with the Entry-Year/Mentoring Program spent outside of his/her regular instructional/duty periods and outside District Entry-Year/Mentoring Committee meetings. Total hours per school year

are limited to forty (40) unless additional hours are approved by the Director of Human Resources.

E. Entry-Year Teachers Who Do Not Obtain Licensure

1. Entry-year teachers must successfully complete the entry-year program within two (2) school years. The entry-year teacher must produce a professional license or letter from the Department of Education verifying the teacher has met the licensure requirements. This must be produced on or before August 1st following completion of the entry-year program. An entry-year teacher who has failed to successfully complete the entry-year program within two (2) years will no longer be employed by the Board.
2. Entry-year teachers who do not successfully complete the entry-year program within the given timeframe will not be entitled to any rights or procedures under this Agreement or applicable state law, including rights or procedures governing nonrenewal or termination or contract. This section expressly supercedes O.R.C. 3319.11, 3319.111, or 3319.16. This section only applies to those teachers who have not satisfied their licensure requirements and does not impact the teacher or Board's rights under this Agreement with respect to nonrenewal or termination of contract for reasons unrelated to failure to obtain licensure.
3. Upon submission of a professional license or verification of completion of licensure requirements, the teacher will no longer be subject to the entry-year mentoring program. Any teacher who has not completed the entry-year program within the first year will be expected to continue to participate in that program during the teacher's second year as an entry-year teacher.

SECTION 26. EVALUATION

A. Purpose

This evaluation section shall replace O.R.C. 3319.111 in the implementation of O.R.C. 3319.11, or any provision of this contract adopting, modifying, or replacing O.R.C. 3319.111. The purpose of evaluation is to:

1. provide the staff with a continuous program of evaluation.
2. provide a cooperative process for evaluator and teacher to work together in improving areas of performance.
3. recognize performance areas that are successful and identify performance areas needing improvement.
4. develop performance guidelines and standards for both self-appraisal and evaluation by supervisory personnel.

5. provide information which may be utilized in the consideration of limited contract renewal or contract termination.

B. Procedures

1. Evaluators

- a. Evaluation of a teacher shall be conducted by the teacher’s building principal or assistant principal or by the Director of Pupil Services. In the case of potential non-renewal or termination, a teacher may also be evaluated by the Director of Human Resources or his/her designee.
- b. In the event a teacher performs work under the supervision of more than one principal and/or the Director of Pupil Services, only one principal or the Director of Pupil Services will be designated as the evaluator.
- c. Any evaluator must be Pathwise trained.
- d. Any teacher who is scheduled to be evaluated shall be notified by September 30th.

2. Criteria

The following schedule of observations and evaluations are **minimums**. Additional observations and evaluations may be conducted as deemed necessary and do not require the completion of the pre- and post-observation process. All observations subject to the pre- and post-observation reports—shall be for at least thirty (30) minutes and shall be conducted with the full knowledge of the teacher. Evaluations shall not be limited to classroom observations.

3. Schedule of Classroom Observation and Evaluation

OBSERVATION / GOAL-SETTING / EVALUATION TIMELINE			
	<u>Contract Status</u>	Minimum Observations Per Year	<u>Timeline</u>
September 30th Notification	All teachers new to district	3	First observation by October 15 th Second observation by December 15 th Third observation by April 1 st Evaluation Report by April 10th Notice of potential recommendation of nonrenewal will be given by the end of the first semester.
	All teachers on a one-year limited contract	2	First observation by December 15 th Second observation by April 1 st Evaluation Report by April 10th
	All teachers on a two-year	Year One	No formal observation/evaluation

limited contract	Year Two 2	First observation by December 15 th Second observation by April 1 st Evaluation Report by April 10th
All teachers on a three-year limited contract	Year One	No formal observation/evaluation
	Year Two 1 Observation OR Goal-Setting Year Three 2	Observation no later than May 1 st Evaluation Report by May 15th OR Goal-Setting Sections A and B by October 15th Goal-Setting Section C by May 15th First observation by December 15 th Second observation by April 1 st Evaluation Report by April 10th
All teachers on a continuing contract	Every Third Year 1 Observation OR Goal-Setting	No later than May 1 st Evaluation Report by May 15th OR Goal-Setting Sections A and B by October 15th Goal-Setting Section C by May 15th
All teachers who may be recommended for non-renewal and all teachers applying for continuing contracts. (Note: with the exception of teachers new to the District, all teachers who may be recommended for non-renewal will be notified by November 1 st of their evaluation status.)	3	Two (2) observations by December 15 th Evaluation Report by December 22nd Third observation by March 15 th Evaluation Report by March 22nd
A written Observation Form (Attachments 16-20) must follow within seven (7) calendar days of the observation.		

See EVALUATION folder on staff “T” drive for evaluation and reference documents (e.g., Classroom Teacher Rubric, Guidance Counselor Rubric, Media Specialist Rubric, Psychologist Rubric, Speech and Language Pathologist Rubric, Multi-Purpose Guide)

4. Evaluation Forms

- a. The observations listed above require the completion of the **Pre-Observation Form** (Attachment 19) prior to the observation. This form can be completed by meeting with the evaluator, solely by the teacher, or with the help of a mentor.
- b. Observations listed above require a written **Observation Form** (Attachments 22-26) which must follow within seven (7) work days of the observation. A conference is encouraged after each observation.
- c. If the teacher opts for self-evaluation (goal setting), the teacher must complete the **Goal-Setting Report** (Attachment 20) by October 15th. The

Self-Evaluation of Goal Achievement of the **Goal-Setting Report** (Attachment 20) must be completed by May 15th.

- d. All necessary forms can be found in the main office of each building and stored electronically on the building server. A summary of the evaluation documents can be found in Attachment 18.
 - (1) Goal-Setting may be initiated in three ways:
 - (a) teacher developed, principal acknowledged
 - (b) teacher/principal consultation
 - (c) principal recommendation
 - (2) If the two parties cannot agree, the standard observation/evaluation format will be used following the same timeline.
 - (3) The goals will be in alignment with the Ohio's Standards for the Teaching Profession.
- e. The **Evaluation Report** (Attachments 22-26) and **conference** must be conducted on or before the prescribed timeline dates. The evaluator and teacher will discuss and sign the written **Evaluation Report** (Attachments 22-26). The signature by the teacher indicates that the report has been discussed and explained; it does not necessarily indicate approval by the teacher. If the teacher wishes, he/she can submit a written response to the report which will be attached to the **Evaluation Report** (Attachments 22-26).

5. Improvement Plan Report

When a teacher receives at least one "Needs Improvement" on the **Observation Form**, the teacher may be placed on an improvement plan. The teacher and the administrator will develop a plan in a collaborative manner to make the necessary improvements. Teachers placed on an improvement plan will be observed/evaluated as teachers new to the district. Areas that need improvement will be documented on the **Improvement Plan Report** (Attachment 21).

6. Exemptions

Teachers employed after the stated observation and evaluation deadlines will be exempt from the prior schedule. However, all new teachers will have a minimum of one (1) observation and evaluation per school year.

7. B.E.A. Representative

A teacher may have a B.E.A. representative present during the evaluation conference and may have a B.E.A. representative present during the Improvement Plan development meeting.

8. Observation Scheduling

There will be at least three (3) weeks between the scheduled observations set forth in the subsection B.3 of this Section. The last scheduled observation shall be made on or by April 1st of each year for teachers on limited contracts and on or before May 1st of each year for teachers on continuing contracts.

9. Evaluation Committee

- a. In order to work collaboratively on the creation of a revised evaluation procedure that is consistent with new state laws and mandates, the Board and the Association shall convene an Evaluation Committee no later than October 1, 2011.
- b. The Evaluation Committee shall consist of 5 members from each party's team. The Superintendent and B.E.A. President shall be responsible for appointing individuals to their respective teams. This number shall include the possible participation of Board counsel and/or the OEA/NEA Labor Relations Consultant.
- c. Meetings shall be scheduled over the equivalent of three (3) workdays by mutual agreement of the Evaluation Committee members.
- d. By February 15, 2012 the Evaluation Committee shall produce a revised Evaluation Procedure that shall be presented to the Board and the Association for ratification. Once ratified by both parties, this procedure shall be incorporated into this agreement, or its successor, and will go into effect for the start of the 2012-2013 school year.

SECTION 27. PERSONNEL FILES

A. Location of File

The Board agrees to maintain one (1) official personnel file which will be located at the Board of Education office building.

B. Availability for Inspection

All materials placed in the teacher's personnel file after initial employment, other than confidential letters of reference, shall be available for inspection by that teacher during regular business hours of the Board of Education office.

C. File Inspection Request

If possible, said file inspection shall take place within one (1) calendar day of the request to the Superintendent, but no later than five (5) calendar days (excluding Saturdays, Sundays, and holidays) of the request unless mutually extended by the Superintendent/designee and the teacher.

D. Accompanied by Representative

Any teacher who elects to review material in his/her file may be accompanied by a representative of his/her choice.

E. Material Dated

All material placed in a teacher's personnel file shall be dated.

F. Initialing Contents

The initialing and/or signing of any material by the teacher, including any and all observation and evaluation forms, is merely an acknowledgment of having seen the material and does not necessarily indicate agreement or disagreement.

G. Anonymous Source

No material shall be placed in the teacher's file that comes from an anonymous source.

H. Parental Complaints

Any adverse material and/or parental complaints shall not become a part of the official personnel file or be used in disciplinary decisions unless shared with the teacher.

I. Adverse Material

Each teacher shall be provided with copies of any adverse materials within ten (10) calendar days after receipt and before placement in the file. The teacher shall have the opportunity to reply in writing to the adverse material within ten (10) days after receipt of a copy of such material and the reply shall be placed in his/her file along with the adverse material. Any adverse material, other than those related to charges of child abuse, shall be removed after nine (9) years at the teacher's request if the actions or behaviors noted in the adverse material have not recurred within the nine (9) year period.

J. Complaint Procedure

Complaints against any teacher shall be handled through the established chain of command whenever possible. A complaint is defined as a written or verbal concern expressed to an administrator regarding a situation that occurred. The complaint shall be referred first to the teacher; if unresolved, then to the building principal. Except in the case of alleged criminal activity, if the complainant refuses to contact the teacher, the person receiving the complaint

shall inform the teacher of the complaint within five (5) school days. Anonymous complaints shall not serve as the basis for any personnel decisions.

K. Building Administrator Working File

In addition to the one official personnel file, located at the Board of Education office building, a building administrator may maintain a working file that contains documentation relevant to a teacher's performance. At the end of each school year in which the teacher is formally evaluated, the information contained in the working file will either be placed in the official personnel file or expunged. This does not preclude a building administrator from maintaining an extra copy of documents maintained in a teacher's official personnel file.

SECTION 28. LIMITED TEACHING CONTRACTS - NON-RENEWAL; TENURE ELIGIBILITY; EXTENDED CONTRACTS

A. Non-renewal

The Board, upon recommendation of the Superintendent, may elect not to renew a teacher's limited contract, including an extended limited contract; however, no teacher shall be non-renewed in an arbitrary and/or capricious manner. The provisions of Ohio Revised Code Section 3319.11, as constituted on the date of execution of this Agreement, shall govern the procedures to be followed for the non-renewal of teachers' limited contracts, including extended limited contracts. Further, the parties agree that the provisions of Section 26 (Evaluation) of this Agreement shall replace and supersede the provisions of Section 3319.111 in the implementation of Section 3319.11. The circumstances of and the procedures followed in the non-renewal of teachers' limited contracts, including extended limited contracts, shall not be the subject of any grievance, it being expressly understood that the remedies set forth in Revised Code Section 3319.11, as constituted on the date of execution of this Agreement, shall be the sole remedies available to the teacher.

B. Eligibility for Continuing Contracts

1. A teacher who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 15th of the school year in which the teacher becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A teacher who does not notify the Superintendent on or before September 15th will not be eligible for continuing contract consideration until April of the following year. This provision takes effect with the 2005-06 school year and is in addition to Ohio Revised Code Section 3319.11(B).
2. Any teacher who meets the following criteria will be eligible for continuing contract consideration: A teacher qualified as described in division (B)(1) and (2) of Section 3319.08 of the Ohio Revised Code in effect at the time the teacher is requesting a continuing contract, who (a) within the last five (5) years has taught for at least three (3) years in the District, or (b) having attained continuing

contract status elsewhere, has served two (2) years in the District. Currently, 3319.08 of the Ohio Revised Code states that a continuing contract shall be granted only to the following: (1) any teacher holding a professional, permanent, or life teacher's certificate; (2) any teacher holding a professional educator license who has completed the applicable one of the following:

- a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the original issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;
 - b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) 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.
3. Teachers will receive an annual reminder before September 10th of the school year regarding their obligation under this Section to provide the Superintendent notice of continuing contract eligibility.

C. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a teacher who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the teacher on or before April 30th. The parties agree the Board may bypass the procedures under Section 3319.11 (C) of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of its affirmative action on the extended limited contract on or before April 30th, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

SECTION 29. STAFF REDUCTION

A. Reasons

If the Board determines it is necessary to reduce the number of teachers it may elect to suspend the contracts of teachers to accomplish the reduction but only in the manner and pursuant to the provisions contained herein. A reasonable reduction shall occur only for one or more of the following reasons consistent with ORC 3319.17:

1. Decrease in pupil enrollment in the District.
2. Suspension of schools or territorial changes affecting the District.
3. Return to duty of teachers after leaves of absence.
4. Financial reasons.

The number of teachers reduced will be kept to a minimum by not hiring replacements, if practical, for teachers who retire, resign, or are terminated or non-renewed. However, it may be necessary to hire some replacements if teachers in the system do not possess the certification/licensure for the position to be filled.

B. Order of Reduction

Within each area of certification/licensure, the Superintendent's recommendation will be as follows:

1. Teachers holding limited contracts shall be suspended in accordance with their seniority. The least senior teacher in the area of certification/licensure will be suspended first.
2. Continuing teacher contracts shall be suspended only after all limited contracts in the area of certification/licensure. The least senior teacher in the area of certification/licensure will be suspended first.

C. Seniority

1. Seniority is defined as the total consecutive years of employment in the District. One hundred twenty (120) days or more in any one school year of at least three and one-half (3-1/2) hours per day shall give a teacher one (1) full year of seniority credit; one hundred twenty (120) days or more in any one school year of fewer than three and one-half (3-1/2) hours per day shall give a teacher one-half (1/2) year of seniority credit. Any teacher with fewer than one hundred twenty (120) days in any one school year shall receive no seniority credit for that year.
2. Seniority shall not be interrupted or affected by authorized leaves of absence approved by the Board and/or the Superintendent. However, a certificated/licensed employee on an unpaid authorized leave as provided in this Agreement shall not

accrue seniority when on such leave with the exception of sabbatical leave. Persons on sabbatical leave shall accrue seniority while they are on sabbatical leave. A teacher, upon return from an unpaid leave, shall hold the seniority he/she possessed at the commencement of leave except for those who were on sabbatical leave. Those teachers on sabbatical leave increase their seniority by the year(s) they were on sabbatical leave.

3. If two or more teachers have the same length of consecutive years of service, seniority shall be determined using the criteria below in the order listed.
 - a. Total years plus or minus the day by day calculation of partial years. Any part of a day worked constitutes a full day.
 - b. Board hiring dates.
 - c. Date on the teacher's first job application that led to employment.
 - d. Where applications have been submitted electronically, the electronic time stamp shall be used as a tiebreaker.

D. Recall

Teachers whose contracts have been suspended shall be placed on a recall list by the Board and recalled in order of seniority when a teaching position in their area of certification/licensure becomes vacant or is created for which any of such teachers are or become certificated/licensed, as set forth below.

1. Subject to paragraph 3, below, teachers on limited contracts that have been suspended shall be placed on the recall list for three (3) years after the beginning of the school year immediately following the reduction in force after which time their contracts shall automatically expire without recourse through Section 28 of the Agreement.
2. Subject to paragraph 3 below, teachers on continuing contracts that have been suspended shall have the right of restoration to continuing service status without limitation.
3. Refusal of an offered full-time position (or to the status the teacher held prior to the reduction in force if less than full-time) in the Brecksville-Broadview Heights City School District shall result in removal from the recall list.
4. Refusal or acceptance of a long-term substitute position or a regular teaching position that is fewer hours than the teacher's previous position in the District while the teacher is on the recall list does not remove the teacher from the recall list.
5. Any teacher whose contract was suspended because of a reduction in force who is again hired by the District shall, upon his/her return, be increased one (1) step on

the salary schedule from the salary step placement he/she held prior to the suspension. Additionally, he/she shall be given appropriate salary step credit for each full-time teaching year (a year being defined as at least 120 days) in another school district after the Board suspended his/her contract, up to three (3) additional years. The rehired teacher shall also be placed on the salary schedule column commensurate with his/her educational training.

E. Notice of Job Offering

Notice of vacancy shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address, whether temporary or permanent. A teacher shall have two (2) days, excluding Saturdays, Sundays, and holidays, from the date of receipt of notification of the opening to indicate his/her intent to accept or reject reemployment, but not to exceed a total of ten (10) days from the mailing date excluding Sundays and holidays; otherwise, such teacher shall lose all rights to be reemployed and shall have no recourse through Sections 28 or 29 of the Agreement.

F. Recall vs. Hiring

No new teachers shall be hired in an area of certification/licensure while there are teachers on the recall list in that area of certification/licensure.

G. Contract Suspension

A teacher whose contract will be suspended because of reduction in force means that a teacher will be placed in an inactive state of employment from an active state of employment. A teacher whose contract will be suspended shall be notified of such suspension by April 30th but in no event fewer than thirty (30) calendar days prior to the suspension. A copy of the reduction list (name, seniority, and current teaching field) shall be provided to B.E.A. at the same time. After Board action, the B.E.A. will be promptly provided with an updated recall list.

1. A teacher whose contract is suspended because of reduction in force who has completed the school year but whose reduction in force begins with the next school year shall receive all fringe benefits outlined in Section 33 of the Agreement through August and shall receive his/her paychecks through the summer unless he/she opted for lump sum payment.
2. A teacher whose contract is suspended because of reduction in force during any school year shall receive all fringe benefits outlined in Section 33 of the Agreement until the date he/she is no longer in active pay status because of the reduction in force. Any compensation owed to the teacher shall be paid as a lump sum payment.

H. Dispute Resolution Process

Any dispute regarding alleged noncompliance with the provisions of the statute or the procedures set forth in this Article shall not be subject to the grievance procedure in Section 10, but rather shall be resolved through the judicial process.

SECTION 30. SUMMER SCHOOL HIRING POLICIES

A. Applications

Applications for summer school teaching shall be in writing and shall be considered by the Superintendent and the summer school principal. The following points shall be considered:

1. A teacher in the Brecksville-Broadview Heights City School System should be given first consideration.
2. Additional training experience in the particular teaching area, and regular teaching assignment should be considered, but the greatest consideration should be given to the best-qualified and most competent teachers in the particular area.

B. Notifications

Any teacher interested in a summer school position shall send a letter of application to the Superintendent/designee prior to April 1st. Because of the difficulty of obtaining summer positions, all certificated/licensed personnel who shall work in the summer shall be notified that they are hired by May 15th. A teacher's contract for summer school teaching may be cancelled in the event that there is insufficient enrollment to conduct the class.

SECTION 31. DEPARTMENT CHAIRPERSON, TEAM LEADER, ELEMENTARY GRADE LEVEL LEADER, SPECIAL EDUCATION TEAM LEADER, COORDINATOR

A. Appointment

Following joint agreement by the principal and the Superintendent, the Superintendent may recommend to the Board the appointment of department chairpersons, team leaders, coordinators, special education team leaders, and/or elementary grade level leaders, who shall perform the duties outlined in the job descriptions. If any of these positions is to be filled, it shall be appointed for a one-year renewable period and paid according to Section 32. I of the Agreement.

B. Category A Compensation

The department chairperson supervising fewer than two (2) full-time equivalent teachers shall be designated as Category A and shall be paid according to Section 32. I of this Agreement.

C. Category B Compensation

The department chairperson supervising two (2) but fewer than four (4) full-time equivalent teachers shall be designated as Category B and shall be paid according to Section 32. I of this Agreement.

D. Category C Compensation

The department chairperson supervising four (4) but fewer than seven (7) full-time equivalent teachers shall be designated as Category C and shall be paid according to Section 32. I of this Agreement.

E. Category D Compensation

The department chairperson supervising seven (7) or more full-time equivalent teachers shall be designated as Category D and shall be paid according to Section 32. I of this Agreement.

F. Reappointments

Providing the chairperson of a department is reappointed, his/her category shall not be decreased.

G. Fractional Units

If not employed full-time, that portion of time employed is considered a fractional "teacher," and these fractional units may be combined to determine a full-time equivalent teacher who is to be supervised.

H. Release Time

During the course of a school year, each department chairperson, team leader, elementary grade level leader, and special education team leader may arrange necessary release time through his/her building principal.

SECTION 32. SALARY, EXTRACURRICULAR COMPENSATION, AND OTHER COMPENSATION

A. Salary Policies

1. Notification

The Board shall give notice no later than the first day of July to each teacher who holds a contract for the succeeding school year as to the salary to be paid such teacher during the said year.

2. Salary Schedules

- a. The salary schedules of teachers during this Agreement shall be as set forth at the end of this section. Effective July 1, 2011 a Step 0 will be added to the salary schedule for new employees who are issued contracts effective August 1, 2011 or later. For purposes of placement, a new teacher with no experience will start at Step 0 with the appropriate education column. A new teacher with 3 years experience will start at Step 2, in the appropriate education column.
- b. A yearly longevity payment of \$750 shall be paid to teachers beginning with the 25th step of the salary schedule. Another yearly longevity payment of \$750 shall be paid to teachers beginning with the 30th step of the salary schedule.
- c. Effective upon ratification of this Agreement there will be an index freeze (steps and education), with teachers to resume their normal step adjustment in 2012-2013 (i.e. teacher on MA at step 10 in 2010-2011 will remain on MA step 10 in 2011-2012 but will move to the appropriate education column and step 12 in 2012-2013). The resumption of the normal step adjustment in 2012-2013 shall occur regardless of a rollover.
- d. Effective July 1, 2011, the PhD column on the salary schedule will be deleted. Any teacher on the PhD column in 2010-2011 will be grandfathered, as will any teacher who is working toward a PhD at the time this Agreement is ratified and who receives it on or before June 30, 2012.
- e. Extracurricular contracts and supplemental payments that were tied to the BA-1 base salary will continue to be calculated based on that step, as opposed to the BA-0 step.

3. Salary Schedule Placement Factors

- a. The following shall be the criteria for which a teacher shall be given salary schedule placement: previous experience in public, private or parochial schools recognized by the State Department of Education, and college or university teaching.
- b. Peace Corps, Vista, or work experience required for certification.
- c. Military Service.
- d. A total of up to and including five (5) years from the combined list above shall be recognized. (A minimum of one hundred twenty (120) teaching days are necessary to constitute a year.)

4. Course Credit and (Requirements and Qualifications)

- a. A teacher must complete the following requirements for a new salary class:
 - 1) Submit a written application to the Superintendent's office; and
 - 2) Submit an official transcript reflecting the additional credits or a copy of a letter to the university/college requesting an official transcript. Official transcripts may be received after the required deadlines in paragraph b (below) provided the teacher has submitted documentation of the request to the university/college.
- b. When a teacher meets the requirements for a new salary class on or before September 15th, he/she shall be placed on the salary schedule of his/her new class with full credit for all allowable experience effective the first teacher work day of the school year. When a teacher meets the requirements for a new salary class on or before January 15th, he/she shall be placed on the salary schedule of his/her new class with full credit for all allowable experience effective January 1st. Effective January 1, 2011 through June 30, 2012, the index will be frozen and additional coursework will not be recognized until August 1, 2012.
- c. A teacher with a Baccalaureate degree shall earn salary increments upon the completion of 9, 18, and 30 semester hours of course work. Nine (9) of these semester hours can be undergraduate hours and the Superintendent may approve more than nine (9) undergraduate hours for salary increment purposes.
- d. A teacher with a Master's Degree shall earn salary increments upon the completion of 9, 18, 30, and 42 semester hours of course work.

5. Course Work Qualifications

- a. To receive salary credit beyond the Master's Degree degrees the course work must be directly related to one's teaching assignment or related to education, and prior approval must be secured from the Superintendent of Schools.
- b. Once this credit has been granted, it may not be rescinded even though the teaching assignment changes.

6. Reimbursement of Courses Taken at the Request of the Superintendent

- a. Any teacher who is requested by the Superintendent to attend a workshop (on other than school time) shall be paid an additional 1/180th of his/her current salary for each full day of the workshop.

- b. Any teacher requested by the Superintendent/designee to attend such a workshop shall also receive reimbursement for expenses, provided they are not paid by the state or some other agency.
- c. Upon completion of the workshop and upon the teacher's submission of the appropriate form to the Superintendent/designee, the teacher shall be paid in the next pay period.

B. Compensation for Extracurricular Assignments

1. The salary schedules for extracurricular assignments shall be as set forth at the end of this section. Extracurricular assignments shall be paid by separate check/deposit and shall be taxed at the IRS amount for supplementals. The date(s) for payment are found on the Extracurricular Salary Schedule.
2. Effective July 1, 2011 the extracurricular salaries will be frozen, including steps, through June 30, 2012. Contracts issued effective July 1, 2012 will not include a "recovery" of the step lost in 2011-2012 (i.e. coach/advisor with 4 years experience in 2010-2011, will remain at 4 years experience 2011-2012 and will be paid as 5 years experience (no recovery) in 2012-2013).
3. Effective July 1, 2011, a new extracurricular salary schedule will be implemented for newly issued contracts. Teachers employed under an extracurricular contract for the 2010-2011 school year and who are continuously reemployed in the same contract or same sport/activity will be grandfathered under the 2010-2011 schedule for that sport/activity. (i.e. 2010-2011 Band Director will continue on 2010-2011 schedule for so long as he/she is continuously employed in that position; Band Director who is also assigned a new supplemental, such as Fall Play Assistant, will be placed on the new schedule for that supplemental. The 2010-2011 Assistant Band Director who is later employed as Band Director for 2011-2012 school year will be grandfathered under the 2010-2011 schedule, using the years of experience formula in effect under the grandfathered schedule). A teacher returning to a supplemental upon returning from a Board approved leave will not be considered to have had a break in continuous service for the purpose of a grandfathered schedule. All extracurricular positions will be posted annually.
4. A teacher who moves up within the same activity from Assistant to Head Coach or Director will be given ½ year credit for each year as an Assistant under the grandfathered schedule (i.e. a grandfathered Assistant Baseball Coach with six years experience who moves to Head Baseball Coach will be credited with three years experience.)
5. The Board will pick up the cost of in-house CPR training; the Pupil Activity Supervisor Permit (including the related CBII check and the cost of in-house first aid training); and the required NFHS Coaching Class.

C. Compensation for Summer School

Summer school shall be compensated at the rate of .0010 of the BA base salary per hour. Upon completion of summer school and the teacher's submission of the appropriate form to the Summer School principal/designee, the teacher shall be paid in the next pay period.

D. Compensation for Course of Study Writing

1. Courses of Study - Written courses of study shall be developed by the professional staff in all subject matter areas. Courses of study shall be reviewed periodically. All courses of study shall reflect sound scholarship and shall be submitted in grammatically correct form. Developing written curricula requested and approved by the administration shall also be compensated pursuant to the terms of this section.
2. Teachers shall be paid at the rate of .0015 of the BA base salary per hour for the number of hours set forth in 3 below. The chairperson of the course of study writing team shall be compensated at the rate of .0020 of the BA base salary per hour. Upon completion of the Course of Study and the teacher's submission of the appropriate form to the Director of Curriculum and Instruction, the teacher shall be paid in the next pay period.
3. Prior to the first meeting, each teacher will be informed in writing of the total number of hours for which he/she will be compensated. The teacher, after receiving this information, has the right to decide not to write a course of study.

E. Compensation for Outdoor Experience

1. Participating teachers are to be compensated at a rate of .0035 of the BA base salary per night when the teacher stays overnight.
2. When a teacher does not stay overnight, but participates in the Outdoor Experience beyond his/her normal work day, that teacher shall be compensated at the rate of .00055 of the BA base salary per hour for each hour of participation in the Outdoor Experience.
3. Upon completion of the overnight Outdoor Experience and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

F. Compensation for Bus-Related Supervision

1. For K-5 teachers, upon the completion of the first ten (10) student school days, the supervision of students arriving more than fifteen (15) minutes before the tardy bell or being dismissed more than fifteen (15) minutes after dismissal because of busing schedules shall be compensated at the rate of .0004 of the BA base salary per hour. Upon completion of the bus-related supervision and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

2. The Middle School Bus Coordinator shall be compensated at the rate of .0004 of the BA base salary per hour. Upon completion of bus-related supervision and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

G. Extra Pay for Substituting for Other Classroom Teachers

1. In the event a teacher is asked to assume the assigned responsibilities of another teacher by the principal or his/her designee, a middle or high school teacher shall be paid at a rate of .0006 of the BA base salary per period and an intermediate or elementary teacher shall be paid at the rate of .0006 of the BA base salary per forty (40) minute time period. Upon completion of the substitution and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.
2. The practice of teachers mutually agreeing to cover or substitute for each other in emergency situations shall not be affected by this provision. However, as in the past, such substituting shall be with the knowledge and approval of the building principal or designee.

H. Support Group Facilitator

Support group facilitators (e.g., Concerned Persons, Insight, Intervention, After Care) shall be compensated at the rate of .01 of the BA base salary per ten (10) hour group. Upon completing the ten (10) hours per group, the teacher shall submit the appropriate form to his/her principal and shall be paid in the next pay period. This compensation shall only be paid if the support groups meet outside of the teacher's normal work day or during the teacher's lunch time. The existence of and/or number of support groups and the selection of the facilitators assigned to the groups are at the discretion of the building administrator.

I. Compensation for Department Chairperson, Team Leader, Grade Level Leader, Coordinator, and Special Education Team Leader

1. Department Chair (High School and Middle School)

Category A [fewer than two (2) full time equivalent teachers in the department] - Compensated at a rate of .0125 of the BA base salary.

Category B [at least two (2) full-time equivalent teachers but fewer than four (4) full-time equivalent teachers in the department] – compensated at a rate of .025 of the BA base salary.

Category C [at least four (4) full-time equivalent teachers but fewer than seven (7) full-time equivalent teachers in the department] - Compensated at a rate of .050 of the BA base salary.

Category D [seven (7) or more full-time equivalent teachers in the department] - Compensated at a rate of .075 of the BA base salary.

2. Team Leaders (Middle School and Central, grades 4-8)

Compensated at a rate of .050 of the BA base salary if four (4) or fewer full time equivalent teachers on the team and compensated at .060 of the BA base salary if more than four (4) full time equivalent teachers are on the team.

3. Special Education Team Leaders (elementary grades K-5)

Compensated at a rate of .050 of the BA base salary for special education teams of five (5) or more full time equivalent teachers. Teachers for the purposes of this paragraph shall be defined as intervention specialists, psychologists, and speech/language pathologists.

4. Grade Level Leaders (elementary schools grades K-3 and pre-school):

Compensated at a rate of .040 of the BA base salary if four (4) or fewer full time equivalent teachers in the grade level and compensated at a rate of .050 of the BA base salary if more than four (4) full time equivalent teachers in the grade level.

5. Coordinators [to be paid in essentially equal installments over twenty-six (26) pays]

a. Elementary Art Coordinator - Compensated at a rate of .020 of the BA base salary.

b. Elementary Music Coordinator - Compensated at a rate of .020 of the BA base salary.

c. Elementary Physical Education Coordinator - Compensated at a rate of .020 of the BA base salary.

d. District-wide Coordinators (Media and SLP) - Compensated at a rate of .045 of the BA base salary.

e. Title I Coordinator – Compensated at a rate of \$1,000 per year.

1) During the course of a school year, the Title I Coordinator may arrange necessary release time through the office of the Director of Curriculum and Instruction.

2) Work completed outside of the normal school year shall be paid at the teacher's hourly rate. The maximum amount of extended time shall be two (2) days.

3) The District retains the right to reassign the Title I Coordinator responsibilities to a member of the administrative staff at the

beginning of any school year. In this case, the Title I Coordinator's position will not be filled for the subsequent year(s) and the stipend will not be paid.

- 4) Upon completion of the extended time and the teacher's submission of the appropriate form to the Director of Human Resources/designee, the teacher shall be paid in the next pay period.

J. Merit Incentive for Attendance Payments

1. Each teacher who has used no sick leave during any semester of the past school year shall receive a merit incentive for attendance payment of \$100 for each semester where no sick leave was used. Any merit attendance payment shall be paid with the second payroll in July.
2. Donation of sick leave shall be considered not to be use of sick leave for the purpose of merit incentive for attendance purposes.

K. Compensation for Music Concerts

Each music teacher shall be compensated at the rate of .003 of the BA base salary for each evening concert, outside of a supplemental, he/she has yearly in excess of two (2). Upon the completion of evening concerts in excess of two (2) and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

L. Compensation for Solo and Ensemble Contests; Large Group Contests

Each teacher involved in Solo and Ensemble Contests and/or Large Group Contests shall be compensated at the hourly rate of .0007 of the BA base salary for each hour at these contests. Upon the completion of any of these contests and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

M. Compensation for Washington, D.C. Trip

Every attempt shall be made to schedule the entire Washington, D.C. trip during the school week. If the trip occurs on a Saturday or Sunday, each participating teacher shall be paid \$50 for each weekend day. Upon completion of the Washington, D.C. Trip and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

N. Compensation for Saturday Detention Proctor

The Saturday Detention Proctor shall be compensated at a rate of .00075 of the BA base salary per hour. Upon completion of the Saturday Detention and the teacher's submission of the appropriate form to his/her principal, the teacher shall be paid in the next pay period.

O. Extended Time

A teacher who is offered contracted days of extended time (e.g., media specialist, guidance counselor) will be paid on the basis of 1/186th of the teacher's yearly salary for each day of extended time. This payment will be made in essentially equal installments over twenty-six (26) pays. The determination regarding the need for extended time will be made by the Board on a case-by-case basis for any given school year. Serious consideration will be given to the joint recommendations of the appropriate administrator and department chair/district coordinator.

P. Professional Development Stipends

1. Each teacher who attends a workshop which involves release time for his/her regular teaching/conference work day shall receive his/her regular per diem pay for his/her attendance.
2. Each teacher who attends a workshop that is sponsored or endorsed by the District held outside of the regular teaching/conference/work day, and is two or more hours in length shall be paid a stipend of \$15.00 per hour.
3. Each teacher who leads a workshop that is sponsored or endorsed by the District and is held outside of the regular teaching/conference/work day shall be paid a stipend of \$30.00 per hour of the workshop for presentation.
4. Each teacher who leads a workshop that is sponsored or endorsed by the District and held during the regular teaching/conference/work day will be paid a stipend of \$15 per hour of the workshop (or equivalent release time) for his/her preparation time. Prior to the teacher accepting the opportunity, the teacher will be informed in writing of the total number of hours of the workshop and the hours of release time and/or stipend the teacher will receive for preparation time. The teacher may decline to accept this opportunity.
5. Any teacher who attends a workshop for graduate college credit shall not be eligible for a stipend.
6. The District may offer professional development opportunities for which no stipend is offered.
7. Any teacher eligible for a Professional Development Stipend shall submit the appropriate form to his/her principal or appropriate administrator after the work has been done and shall be paid in the next pay period.

Q. Middle School Athletic Director

In addition to the compensation found on the Extracurricular Salary Schedule, the Middle School Athletic Director shall have one release period per day (i.e., shall be assigned one less period of instruction/duty than other teachers).

R. Local Professional Development Committee (LPDC) Members

Upon completion of LPDC work and the teacher's submission of the appropriate form to the Director of Human Resources/designee, the teacher shall be paid at the end of the school year.

S. Entry-Year/Mentoring Committee Members

Upon completion of Entry-Year/Mentoring Committee work and the teacher's submission of the appropriate form to the Director of Human Resources/designee, the teacher shall be paid at the end of the school year.

T. Mentors

A teacher who is a mentor shall receive his/her compensation in essentially equal amounts over twenty-six (26) pays.

U. Absence

When a teacher cannot complete every day of his/her supplemental duties (any supplemental or Extracurricular Activity discussed in this section):

1. If the teacher's absence has no detrimental effect on the supplemental and a substitute is not needed, the teacher shall receive his/her full supplemental contract amount.
2. If the teacher is absent for a short period of time, but the essential responsibilities of the supplemental contract must be assumed by someone else, it is the responsibility of the teacher to find his/her substitute if there is no assistant for that supplemental. It is preferred that this substitute be a member of the B.E.A. bargaining unit. This substitute must be approved by the building principal. The teacher and the substitute shall determine the compensation for the substitute.
3. If a teacher is absent for a long time period and a long-term substitute must be procured for the supplemental, the teacher is deemed to have resigned his/her supplemental contract and shall be paid on a pro rata basis. The pro rata amount shall be determined by time/and or responsibilities by the Director of Human Resources/designee.

V. Payment and Deferral of Severance Pay

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "Valik National Government Employees Retirement Plan" [the "401(a) Plan"] and the "Valik Tax Deferred 403(b) Annuity Plan for government Employees" [the "403(b) Plan"] with the terms that comply with the requirements of this Paragraph V.

The terms of the 401(a) Plan and 403(b) Plan shall include the following:

- a. Participation in the 401(a) Plan and 403(b) Plan shall be mandatory for any teacher actively employed on or after August 1, 2004, who would be entitled to severance pay under Section 34 and/or retirement incentive compensation under Section 39 (collectively, "Severance Pay"), and also is or will be age 55 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 401(a) Plan, in lieu of the retiree receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 401(a) Plan in an amount equal to the lesser of:
 - 1) The total amount of the Participant's Severance Pay, or
 - 2) The maximum contribution amount allowable under the terms of the 401(a) Plan.

The required contribution to the 401(a) Plan shall be made within the timeframe described in Section 34.C for the payment of Severance Pay. In the event the Timely Retirement Incentive Plan in Section 39 is feasible, the timing of payments will be made in accordance with that Section.

- c. The terms of the 403(b) Plan shall include the following:
 - 1) If a retiring employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the employee's Severance Pay that exceeds the maximum contribution amount allowable under the 401(a) Plan.
 - 2) Payment shall be made to the 401(b) Plan at the same time that payment is made to the 401(a) Plan; provided, however, that if the amount to be paid to the 403(b) Plan for any year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be paid to the employee by check. at the teacher's discretion and as permitted by law and applicable Board policies, such balance may be deferred to a tax-sheltered annuity ("TSA").
- d. A teacher who is a participant in the 401(a) Plan and/or 403(b) Plan shall complete a sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 401(a) Plan or 403(b) Plan on behalf of the teacher.

- e. If a teacher retires, is entitled to have a contribution paid to the 401(a) Plan or 403(b) Plan, and dies prior to such contribution being paid to the Plan, the contribution shall nevertheless be paid to the Plan and shall be paid to a Beneficiary of the teacher in accordance with the terms of the Plan.
 - f. The 401(a) Plan year shall be from July 2nd through July 1st with the first 401(a) Plan year being July 2, 2004 through July 1, 2005.
 - g. The Board shall attempt to find a reputable company providing a 401(a) Plan and 403(b) Plan that does not charge any administrative fees. However, if no such company can be found, any administrative fees shall be borne by the 401(a) Plan and the 403(b) Plan participants.
2. Any teacher who is entitled to Severance Pay and is not an eligible participant in the 401(a) Plan or 403(b) Plan will continue to be eligible for any and all severance payments payable in accordance with Section 34 of this Agreement. In the event the Timely Retirement Incentive Plan in Section 39 is feasible, payments will be made in accordance with that section. The teacher may elect to defer such payments to a TSA as permitted by law and Board policy.
3. All contributions to the 401(a) Plan and 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 B.E.A. guarantee any tax results associated with the 401(a) Plan and 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

**Brecksville-Broadview Heights City School District
2010-2011 School Year Salary Schedule**

Base: \$ 39,786	1	2	3	4	5	6	7	8	9	10
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42	PhD
1	39,786 1.0000	40,980 1.0300	42,173 1.0600	43,765 1.1000	44,560 1.1200	45,754 1.1500	46,947 1.1800	48,539 1.2200	50,130 1.2600	51,722 1.3000
2	41,775 1.0500	43,025 1.0814	44,278 1.1129	45,953 1.1550	46,784 1.1759	48,038 1.2074	49,291 1.2389	50,958 1.2808	52,633 1.3229	54,308 1.3650
3	43,856 1.1023	45,173 1.1354	46,490 1.1685	48,245 1.2126	49,120 1.2346	50,437 1.2677	51,754 1.3008	53,512 1.3450	55,263 1.3890	57,017 1.4331
4	46,052 1.1575	47,433 1.1922	48,817 1.2270	50,656 1.2732	51,579 1.2964	52,959 1.3311	54,344 1.3659	56,186 1.4122	58,028 1.4585	59,870 1.5048
5	48,352 1.2153	49,804 1.2518	51,252 1.2882	53,194 1.3370	54,157 1.3612	55,605 1.3976	57,057 1.4341	58,991 1.4827	60,928 1.5314	62,862 1.5800
6	50,775 1.2762	52,295 1.3144	53,819 1.3527	55,852 1.4038	56,866 1.4293	58,390 1.4676	59,914 1.5059	61,939 1.5568	63,972 1.6079	66,005 1.6590
7	53,313 1.3400	54,913 1.3802	56,512 1.4204	58,645 1.4740	59,711 1.5008	61,310 1.5410	62,910 1.5812	65,042 1.6348	67,167 1.6882	69,307 1.7420
8	55,979 1.4070	57,658 1.4492	59,337 1.4914	61,569 1.5475	62,691 1.5757	64,374 1.6180	66,057 1.6603	68,293 1.7165	70,537 1.7729	72,769 1.8290
9	58,772 1.4772	60,534 1.5215	62,305 1.566	64,652 1.625	65,826 1.6545	67,592 1.6989	69,355 1.7432	71,706 1.8023	74,062 1.8615	76,409 1.9205
10	61,716 1.5512	63,566 1.5977	65,416 1.6442	67,883 1.7062	69,116 1.7372	70,970 1.7838	72,824 1.8304	75,295 1.8925	77,762 1.9545	80,228 2.0165
11	64,803 1.6288	66,745 1.6776	68,687 1.7264	71,277 1.7915	72,574 1.8241	74,519 1.8730	76,469 1.9220	79,059 1.9871	81,653 2.0523	84,243 2.1174
12	68,038 1.7101	70,083 1.7615	72,128 1.8129	74,841 1.8811	76,202 1.9153	78,247 1.9667	80,292 2.0181	83,010 2.0864	85,739 2.1550	88,452 2.2232
13	68,038 1.7101	70,083 1.7615	72,128 1.8129	74,841 1.8811	76,202 1.9153	78,247 1.9667	80,292 2.0181	83,010 2.0864	85,739 2.1550	88,452 2.2232
14	68,038 1.7101	70,083 1.7615	72,128 1.8129	74,841 1.8811	76,202 1.9153	78,247 1.9667	80,292 2.0181	83,010 2.0864	85,739 2.1550	88,452 2.2232
15	71,774 1.8040	73,922 1.8580	76,095 1.9126	78,935 1.9840	80,368 2.0200	82,548 2.0748	84,704 2.1290	87,569 2.2010	90,434 2.2730	93,298 2.3450

Any teacher at Step 25 or above shall receive an additional \$750 per school year.
Any teacher at Step 30 or above shall receive an additional \$750 per school year.

**Brecksville-Broadview Heights City School District
2011 - 2012 School Year Salary Schedule**

	1	2	3	4	5	6	7	8	9
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42
0	37,786	38,920	40,053	41,565	42,320	43,454	44,587	46,099	47,610
1	39,786	40,980	42,173	43,765	44,560	45,754	46,947	48,539	50,130
	1.0000	1.0300	1.0600	1.1000	1.1200	1.1500	1.1800	1.2200	1.2600
2	41,775	43,025	44,278	45,953	46,784	48,038	49,291	50,958	52,633
	1.0500	1.0814	1.1129	1.1550	1.1759	1.2074	1.2389	1.2808	1.3229
3	43,856	45,173	46,490	48,245	49,120	50,437	51,754	53,512	55,263
	1.1023	1.1354	1.1685	1.2126	1.2346	1.2677	1.3008	1.3450	1.3890
4	46,052	47,433	48,817	50,656	51,579	52,959	54,344	56,186	58,028
	1.1575	1.1922	1.2270	1.2732	1.2964	1.3311	1.3659	1.4122	1.4585
5	48,352	49,804	51,252	53,194	54,157	55,605	57,057	58,991	60,928
	1.2153	1.2518	1.2882	1.3370	1.3612	1.3976	1.4341	1.4827	1.5314
6	50,775	52,295	53,819	55,852	56,866	58,390	59,914	61,939	63,972
	1.2762	1.3144	1.3527	1.4038	1.4293	1.4676	1.5059	1.5568	1.6079
7	53,313	54,913	56,512	58,645	59,711	61,310	62,910	65,042	67,167
	1.3400	1.3802	1.4204	1.4740	1.5008	1.5410	1.5812	1.6348	1.6882
8	55,979	57,658	59,337	61,569	62,691	64,374	66,057	68,293	70,537
	1.4070	1.4492	1.4914	1.5475	1.5757	1.6180	1.6603	1.7165	1.7729

	1	2	3	4	5	6	7	8	9
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42
9	58,772	60,534	62,305	64,652	65,826	67,592	69,355	71,706	74,062
	1.4772	1.5215	1.566	1.625	1.6545	1.6989	1.7432	1.8023	1.8615
10	61,716	63,566	65,416	67,883	69,116	70,970	72,824	75,295	77,762
	1.5512	1.5977	1.6442	1.7062	1.7372	1.7838	1.8304	1.8925	1.9545
11	64,803	66,745	68,687	71,277	72,574	74,519	76,469	79,059	81,653
	1.6288	1.6776	1.7264	1.7915	1.8241	1.8730	1.9220	1.9871	2.0523
12	68,038	70,083	72,128	74,841	76,202	78,247	80,292	83,010	85,739
	1.7101	1.7615	1.8129	1.8811	1.9153	1.9667	2.0181	2.0864	2.1550
13	68,038	70,083	72,128	74,841	76,202	78,247	80,292	83,010	85,739
	1.7101	1.7615	1.8129	1.8811	1.9153	1.9667	2.0181	2.0864	2.1550
14	68,038	70,083	72,128	74,841	76,202	78,247	80,292	83,010	85,739
	1.7101	1.7615	1.8129	1.8811	1.9153	1.9667	2.0181	2.0864	2.1550
15	71,774	73,922	76,095	78,935	80,368	82,548	84,704	87,569	90,434
	1.8040	1.8580	1.9126	1.9840	2.0200	2.0748	2.1290	2.2010	2.2730
<p>Any teacher at Step 25 or above shall receive an additional \$750 per school year. Any teacher at Step 30 or above shall receive an additional \$750 per school year.</p>									

**Brecksville-Broadview Heights Extracurricular “Grandfathered” Salary Schedule
for 2010-2011 and 2011-2012[§]**

Base Salary = \$39,786

YEARS OF EXPERIENCE

	% of Base	% of Head	Pay Month 1st Pay	1 - 2 I	3 - 5 II	6 - 8 III	9 - 11 IV	12 + V
Academic Challenge	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Annual Advisor - H.S.	6.500%		NMJ	\$2,586	\$2,780	\$2,989	\$3,213	\$3,454
Annual Advisor - M.S.	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Athletic Director - M.S.	13.000%		NMJ	\$5,172	\$5,560	\$5,977	\$6,425	\$6,907
Art Club - H.S.	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Art Club - M.S.	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Band Director	16.000%		November	\$6,366	\$6,843	\$7,356	\$7,908	\$8,501
Band Assistant	12.000%	75%	November	\$4,774	\$5,132	\$5,517	\$5,931	\$6,376
Baseball - Head Coach	12.000%		June	\$4,774	\$5,132	\$5,517	\$5,931	\$6,376
Baseball - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$5,931	\$6,376
Baseball - J.V.	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Baseball - 9th grade - Head Coach	8.400%	65%	June	\$3,342	\$3,593	\$3,862	\$4,152	\$4,463
Basketball - Boys - Head Coach	13.500%		March	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Basketball - Boys - Assistant Coach	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Basketball - Boys - J.V.	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Basketball - Boys - 9th - Head Coach	9.450%	65%	March	\$3,760	\$4,042	\$4,345	\$4,671	\$5,021
Basketball - Boys - 8th - Head Coach	8.775%	65%	March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Basketball - Boys - 8th - Head Coach	8.775%	65%	March	\$3,223	\$3,464	\$3,724	\$4,004	\$4,304
Basketball - Boys - 7th - Head Coach	8.775%		March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Basketball - Boys - 7th - Head Coach	8.775%		March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Basketball - Girls - Head Coach	13.500%		March	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Basketball - Girls - Assistant Coach	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Basketball - Girls - J.V.	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Basketball - Girls - 9th - Head Coach	9.450%	65%	March	\$3,760	\$4,042	\$4,345	\$4,671	\$5,021
Basketball - Girls - 8th - Head Coach	8.775%	65%	March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Basketball - Girls - 8th - Head Coach	8.775%	65%	March	\$3,223	\$3,464	\$3,724	\$4,004	\$4,304
Basketball - Girls - 7th - Head Coach	8.775%		March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Basketball - Girls - 7th - Head Coach	8.775%		March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Bowling	2.000%		March	\$796	\$855	\$920	\$989	\$1,063
Builder’s Club - M.S.	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391

[§] If maintaining supplemental contract for current classification.

**Brecksville-Broadview Heights Extracurricular “Grandfathered” Salary Schedule
for 2010-2011 and 2011-2012^s**

Cheerleader Coach - Fall	9.000%		November	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Cheerleader Coach - Winter	9.000%		March	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Cheerleader Coach - 9th - Fall	4.500%		November	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Cheerleader Coach - 9th - Winter	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Cheerleader Coach – 7/8 Fall	4.500%		November	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Cheerleader Coach – 7/8 Winter	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Cheerleading Competition Coord.	2.000%		March	\$796	\$855	\$920	\$989	\$1,063
Choral Director	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Choral Director - 5th Grade	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Close Up	2.000%		June	\$796	\$796	\$796	\$796	\$796
Commencement Coordinator	2.000%		June	\$796	\$855	\$920	\$989	\$1,063
Communications Club	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Cross Country - Boys & Girls	11.500%		November	\$4,575	\$4,919	\$5,287	\$5,684	\$6,110
Cross Country - Assistant Coach	8.625%	75%	November	\$3,432	\$3,689	\$3,966	\$4,263	\$4,583
Cross Country - 8th Head Coach	7.475%	65%	November	\$2,974	\$3,197	\$3,437	\$3,695	\$3,972
Cross Country - 8th - Asst. Coach	7.200%	60%	November	\$2,865	\$3,079	\$3,310	\$3,559	\$3,826
Cross Country - 7th - Head Coach	7.475%		November	\$2,974	\$3,197	\$3,437	\$3,695	\$3,972
Cross Country - 7th - Asst. Coach	7.200%		November	\$2,865	\$3,079	\$3,310	\$3,559	\$3,826
Dance Team - 8th - M.S.	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Dance Team - 7th - M.S.	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Drama Club	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Faculty Manager - Boys	16.000%		NMJ	\$6,366	\$6,843	\$7,356	\$7,908	\$8,501
Faculty Manager - Girls	16.000%		NMJ	\$6,366	\$6,843	\$7,356	\$7,908	\$8,501
Faculty Manager - M.S.	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Fall Play Director	5.500%		November	\$2,188	\$2,352	\$2,529	\$2,718	\$2,922
Fall Play - Assistant	4.125%	75%	November	\$1,641	\$1,764	\$1,897	\$2,039	\$2,192
Flag Line Advisor	5.500%		November	\$2,188	\$2,352	\$2,529	\$2,718	\$2,922
Football - Head Coach	15.500%		November	\$6,167	\$6,629	\$7,127	\$7,661	\$8,236
Football - Assistant Coach	11.625%	75%	November	\$4,625	\$4,972	\$5,345	\$5,746	\$6,177
Football - Assistant Coach	11.625%	75%	November	\$4,625	\$4,972	\$5,345	\$5,746	\$6,177
Football - Assistant Coach	11.625%	75%	November	\$4,625	\$4,972	\$5,345	\$5,746	\$6,177
Football - Assistant Coach	11.625%	75%	November	\$4,625	\$4,972	\$5,345	\$5,746	\$6,177
Football - Assistant Coach	11.625%	75%	November	\$4,625	\$4,972	\$5,345	\$5,746	\$6,177
Football - 9th - Head Coach	10.850%	65%	November	\$4,317	\$4,641	\$4,989	\$5,363	\$5,765
Football - 9th - Assistant Coach	10.075%	60%	November	\$4,008	\$4,309	\$4,632	\$4,980	\$5,353
Football - 9th - Assistant Coach	10.075%	60%	November	\$4,008	\$4,309	\$4,632	\$4,980	\$5,353
Football - 8th - Head Coach	10.075%	65%	November	\$4,008	\$4,309	\$4,632	\$4,980	\$5,353
Football - 8th - Assistant Coach	9.300%	60%	November	\$3,700	\$3,978	\$4,276	\$4,597	\$4,941
Football - 8th - Assistant Coach	9.300%	60%	November	\$3,700	\$3,978	\$4,276	\$4,597	\$4,941

**Brecksville-Broadview Heights Extracurricular “Grandfathered” Salary Schedule
for 2010-2011 and 2011-2012^s**

Football - 7th - Head Coach	10.075%		November	\$4,008	\$4,309	\$4,632	\$4,980	\$5,353
Football - 7th - Assistant Coach	9.300%		November	\$3,700	\$3,978	\$4,276	\$4,597	\$4,941
French Club	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
German Club	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Golf - Boys - Head Coach	9.500%		November	\$3,780	\$4,063	\$4,368	\$4,695	\$5,048
Golf - Boys - Assistant Coach	7.125%	75%	November	\$2,835	\$3,047	\$3,276	\$3,522	\$3,786
Golf - Girls - Head Coach	9.500%		November	\$3,780	\$4,063	\$4,368	\$4,695	\$5,048
Gymnastics - Girls - Head Coach	12.000%		March	\$4,774	\$5,132	\$5,517	\$5,931	\$6,376
Gymnastics - Girls - Asst. Coach	9.000%	75%	March	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Hockey - Head Coach	2.000%		March	\$796	\$855	\$920	\$989	\$1,063
Hockey - Varsity Assistant	6.000%	50%	March	\$2,387	\$2,566	\$2,759	\$2,966	\$3,188
Hockey - J.V.	6.000%	50%	March	\$2,387	\$2,566	\$2,759	\$2,966	\$3,188
Honeybees (Pom Pom) Advisor	5.000%		March	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Honeycomb Advisor	3.500%		NMJ	\$1,393	\$1,497	\$1,609	\$1,730	\$1,860
Huddle Jr. - M.S.	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Hy-Breeze Advisor	6.500%		NMJ	\$2,586	\$2,780	\$2,989	\$3,213	\$3,454
International Club - H.S.	2.000%		NMJ	\$733	\$830	\$893	\$960	\$1,032
Intramurals - Boys - H.S.	3.500%		NMJ	\$1,393	\$1,497	\$1,609	\$1,730	\$1,860
Intramurals - Girls - H.S.	3.500%		NMJ	\$1,393	\$1,497	\$1,609	\$1,730	\$1,860
Intramurals - Central	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Intramurals - M.S.	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Jazz Band - M.S.	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Junior Class Advisor	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Key Club	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Lacrosse Club	2.000%		June	\$796	\$855	\$920	\$989	\$1,063
Literary Magazine - H.S.	3.000%		June	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Literary Magazine - M.S.	2.000%		June	\$796	\$855	\$920	\$989	\$1,063
Math Club (H.S.)	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Math Counts	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Mock Trial	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Model United Nations - M.S.	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
National Honor Society	6.500%		NMJ	\$2,586	\$2,780	\$2,989	\$3,213	\$3,454
Pep Band - H.S.	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Percussion (Drum Line)	10.400%	65%	March/June	\$4,017	\$4,318	\$4,642	\$4,991	\$5,365
Play Set Design/Construction (Fall)	3.250%		November	\$1,293	\$1,390	\$1,494	\$1,606	\$1,727
Play Set Design/Construction (Winter)	3.250%		March	\$1,293	\$1,390	\$1,494	\$1,606	\$1,727
Power of the Pen	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Prom Advisor	2.000%		June	\$796	\$855	\$920	\$989	\$1,063
SADD	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391

**Brecksville-Broadview Heights Extracurricular “Grandfathered” Salary Schedule
for 2010-2011 and 2011-2012^s**

Safe Club - H.S.	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Safety Patrol - Chippewa	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Safety Patrol - Highland	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Safety Patrol - Hilton	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Safety Patrol - Central	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Science Olympiad - H.S.	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Science Olympiad - M.S.	4.500%		March	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Senior Class Advisor	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Show Choir Director	6.500%		NMJ	\$2,586	\$2,780	\$2,989	\$3,213	\$3,454
Show Choir Choreographer	4.875%		NMJ	\$1,940	\$2,085	\$2,241	\$2,410	\$2,590
Ski Club	2.000%		March	\$796	\$855	\$920	\$989	\$1,063
Soccer - Boys - Head Coach	13.500%		November	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Soccer - Boys - Assistant Coach	10.125%	75%	November	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Soccer - Boys - J.V. Coach	10.125%	75%	November	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Soccer - Boys - 9th - Coach	9.450%	65%	November	\$3,760	\$4,042	\$4,345	\$4,671	\$5,021
Soccer - Girls - Head Coach	13.500%		November	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Soccer - Girls - Assistant Coach	10.125%	75%	November	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Soccer - Girls - J.V. Coach	10.125%	75%	November	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Soccer - Girls - 9th Grade	9.450%	65%	November	\$3,760	\$4,042	\$4,345	\$4,671	\$5,021
Softball - Head Coach	12.000%		June	\$4,774	\$5,132	\$5,517	\$5,931	\$6,376
Softball - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Softball - J.V. Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Softball - 9th - Coach	8.400%	65%	June	\$3,342	\$3,593	\$3,862	\$4,152	\$4,463
Spanish Club	2.000%		NMJ	\$796	\$855	\$920	\$989	\$1,063
Spring Play Director	7.000%		June	\$2,785	\$2,994	\$3,218	\$3,460	\$3,719
Spring Play - Assistant Director	5.250%	65%	June	\$2,089	\$2,245	\$2,414	\$2,595	\$2,789
Spring Play - Asst. Choral Director	4.200%	60%	June	\$1,671	\$1,796	\$1,931	\$2,076	\$2,232
Spring Play - Asst. Choreography	4.200%	60%	June	\$1,671	\$1,796	\$1,931	\$2,076	\$2,232
Spring Play - Asst. Music Director	4.200%	60%	June	\$1,671	\$1,796	\$1,931	\$2,076	\$2,232
Stage Manager*	7.000%		NMJ	\$2,785	\$2,994	\$3,218	\$3,460	\$3,719
Stage Manager – MS*	4.000%		NMJ	\$1,591	\$1,711	\$1,839	\$1,977	\$2,125
Strength Coach - Fall	3.000%		November	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Strength Coach - Winter	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Strength Coach - Spring	3.000%		June	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Strength Coach - Summer	3.000%		November	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Student Council - H.S.	5.500%		NMJ	\$2,188	\$2,352	\$2,529	\$2,718	\$2,922
Student Council - M.S.	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391

* Paid .0006 of the BA base salary per hour for outside activities.

**Brecksville-Broadview Heights Extracurricular “Grandfathered” Salary Schedule
for 2010-2011 and 2011-2012^s**

Student Council - Central	3.000%		NMJ	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594
Swim Team - Head Coach	13.500%		March	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Swim Team - Assistant Coach	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Swim Team - Assistant Coach	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Technology Coordinator - Chippewa	5.000%		NMJ	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Technology Coordinator - Highland	5.000%		NMJ	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Technology Coordinator - Hilton	5.000%		NMJ	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Technology Coordinator - Central	5.000%		NMJ	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Technology Coordinator - MS	5.000%		NMJ	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Technology Coordinator - HS	5.000%		NMJ	\$1,989	\$2,138	\$2,299	\$2,471	\$2,657
Tennis - Boys - Head Coach	9.500%		June	\$3,780	\$4,063	\$4,368	\$4,695	\$5,048
Tennis - Boys - Assistant Coach	7.125%	75%	June	\$2,835	\$3,047	\$3,276	\$3,522	\$3,786
Tennis - Girls - Head Coach	9.500%		November	\$3,780	\$4,063	\$4,368	\$4,695	\$5,048
Tennis - Girls - Assistant Coach	7.125%	75%	November	\$2,835	\$3,047	\$3,276	\$3,522	\$3,786
Track - Boys - Head Coach	12.000%		June	\$4,774	\$5,132	\$5,517	\$5,931	\$6,376
Track - Boys - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Track - Boys - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Track - Boys - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Track - Boys - 8th - Head Coach	7.800%	65%	June	\$3,103	\$3,336	\$3,586	\$3,855	\$4,144
Track - Boys - 8th - Assistant Coach	7.200%	60%	June	\$2,865	\$3,079	\$3,310	\$3,559	\$3,826
Track - Boys - 7th - Head Coach	7.800%		June	\$3,103	\$3,336	\$3,586	\$3,855	\$4,144
Track - Boys - 7th - Assistant Coach	7.200%		June	\$2,865	\$3,079	\$3,310	\$3,559	\$3,826
Track - Girls - Head Coach	12.000%		June	\$4,774	\$5,132	\$5,517	\$5,931	\$6,376
Track - Girls - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Track - Girls - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Track - Girls - Assistant Coach	9.000%	75%	June	\$3,581	\$3,849	\$4,138	\$4,448	\$4,782
Track - Girls - 8th - Head Coach	7.800%	65%	June	\$3,103	\$3,336	\$3,586	\$3,855	\$4,144
Track - Girls - 8th - Assistant Coach	7.200%	60%	June	\$2,865	\$3,079	\$3,310	\$3,559	\$3,826
Track - Girls - 7th - Head Coach	7.800%		June	\$3,103	\$3,336	\$3,586	\$3,855	\$4,144
Track - Girls - 7th - Assistant Coach	7.200%		June	\$2,865	\$3,079	\$3,310	\$3,559	\$3,826
Variety Show Director	2.000%		June	\$796	\$855	\$920	\$989	\$1,063
Video Announcements	4.500%		NMJ	\$1,790	\$1,925	\$2,069	\$2,224	\$2,391
Volleyball - Head Coach	13.500%		November	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Volleyball - Assistant Coach	10.125%	75%	November	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Volleyball - J.V. Coach	10.125%	75%	November	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Volleyball - 9th - Head Coach	9.450%	65%	November	\$3,760	\$4,042	\$4,345	\$4,671	\$5,021
Volleyball - 8th - Head Coach	8.775%	65%	November	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Volleyball Club - Boys	2.000%		June	\$796	\$855	\$920	\$989	\$1,063
Volleyball - 7th - Head Coach	8.775%		November	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662

**Brecksville-Broadview Heights Extracurricular “Grandfathered” Salary Schedule
for 2010-2011 and 2011-2012[§]**

Washington, D.C. Coordinator	5.500%		March	\$2,188	\$2,352	\$2,529	\$2,718	\$2,922
Wrestling - Head Coach	13.500%		March	\$5,371	\$5,774	\$6,207	\$6,673	\$7,173
Wrestling - Assistant Coach	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Wrestling - J.V. Coach	10.125%	75%	March	\$4,028	\$4,330	\$4,655	\$5,004	\$5,380
Wrestling - 9th - Head Coach	9.450%	65%	March	\$3,760	\$4,042	\$4,345	\$4,671	\$5,021
Wrestling - 8th - Head Coach	8.775%	65%	March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Wrestling - 8th - Assistant Coach	8.100%	60%	March	\$3,223	\$3,464	\$3,724	\$4,004	\$4,304
Wrestling - 7th - Head Coach	8.775%		March	\$3,491	\$3,753	\$4,035	\$4,337	\$4,662
Wrestling - 7th - Assistant Coach	8.100%		March	\$3,223	\$3,464	\$3,724	\$4,004	\$4,304
Wrestling Tournament Director	5.500%		March	\$2,188	\$2,352	\$2,529	\$2,718	\$2,922
Youth and Government	3.000%		March	\$1,194	\$1,283	\$1,379	\$1,483	\$1,594

Brecksville-Broadview Heights Supplemental Salary Index for 2011-2012[¶]

Base Salary = \$39,786				
	% of Base	% of Head	Pay	I
Academic Challenge	3.000%		March	\$1,194
Annual Advisor - H.S.	6.500%		NMJ	\$2,586
Annual Advisor - M.S.	2.000%		NMJ	\$796
Athletic Director - M.S.	13.000%		NMJ	\$5,172
Art Club - H.S.	2.000%		NMJ	\$796
Art Club - M.S.	2.000%		NMJ	\$796
Band Director	16.000%		November	\$6,366
Band Assistant	12.000%	75%	November	\$4,774
Baseball - Head Coach	12.000%		June	\$4,774
Baseball - Assistant Coach	9.000%	75%	June	\$3,581
Baseball - J.V.	9.000%	75%	June	\$3,581
Baseball - 9th grade - Head Coach	8.400%	65%	June	\$3,342
Basketball - Boys - Head Coach	13.500%		March	\$5,371
Basketball - Boys - Assistant Coach	10.125%	75%	March	\$4,028
Basketball - Boys - J.V.	10.125%	75%	March	\$4,028
Basketball - Boys - 9th - Head Coach	9.450%	65%	March	\$3,760
Basketball - Boys - 8th - Head Coach	8.775%		March	\$3,491
Basketball - Boys - 8th - Head Coach	8.775%		March	\$3,491

[¶] If newly hired as a coach/advisor for the 2011-2012 school year.

Brecksville-Broadview Heights Supplemental Salary Index for 2011-2012[¶]				
Basketball - Boys - 7th - Head Coach	8.775%		March	\$3,491
Basketball - Boys - 7th - Head Coach	8.775%		March	\$3,491
Basketball - Girls - Head Coach	13.500%		March	\$5,371
Basketball - Girls - Assistant Coach	10.125%	75%	March	\$4,028
Basketball - Girls - J.V.	10.125%	75%	March	\$4,028
Basketball - Girls - 9th - Head Coach	9.450%	65%	March	\$3,760
Basketball - Girls - 8th - Head Coach	8.775%		March	\$3,491
Basketball - Girls - 8th - Head Coach	8.775%		March	\$3,491
Basketball - Girls - 7th - Head Coach	8.775%		March	\$3,491
Basketball - Girls - 7th - Head Coach	8.775%		March	\$3,491
Bowling	2.000%		March	\$796
Builder's Club - M.S.	4.500%		NMJ	\$1,790
Cheerleader Coach - Fall	9.000%		November	\$3,581
Cheerleader Coach - Winter	9.000%		March	\$3,581
Cheerleader Coach - 9th - Fall	4.500%		November	\$1,790
Cheerleader Coach - 9th - Winter	4.500%		March	\$1,790
Cheerleader Coach – 7/8 Fall	4.500%		November	\$1,790
Cheerleader Coach – 7/8 Winter	4.500%		March	\$1,790
Cheerleading Competition Coord.	2.000%		March	\$796
Choral Director	4.500%		NMJ	\$1,790
Choral Director - 5th Grade	4.500%		NMJ	\$1,790
Close Up	2.000%		June	\$796
Commencement Coordinator	2.000%		June	\$796
Communications Club	2.000%		NMJ	\$796
Cross Country - Boys & Girls	11.500%		November	\$4,575
Cross Country - Assistant Coach	8.625%	75%	November	\$3,432
Cross Country - 8th Head Coach	7.475%	65%	November	\$2,974
Cross Country - 8th - Asst. Coach	7.200%	60%	November	\$2,865
Cross Country - 7th - Head Coach	7.475%		November	\$2,974
Cross Country - 7th - Asst. Coach	7.200%		November	\$2,865
Dance Team - 8th - M.S.	3.000%		March	\$1,194
Dance Team - 7th - M.S.	3.000%		March	\$1,194
Drama Club	2.000%		NMJ	\$796
Faculty Manager - Boys	16.000%		NMJ	\$6,366
Faculty Manager - Girls	16.000%		November	\$6,366
Faculty Manager - M.S.	4.500%		November	\$1,790
Fall Play Director	5.500%		November	\$2,188
Fall Play - Assistant	4.125%	75%	November	\$1,641
Flag Line Advisor	5.500%		November	\$2,188
Football - Head Coach	15.500%		November	\$6,167

Brecksville-Broadview Heights Supplemental Salary Index for 2011-2012[¶]				
Football - Assistant Coach	11.625%	75%	November	\$4,625
Football - Assistant Coach	11.625%	75%	November	\$4,625
Football - Assistant Coach	11.625%	75%	November	\$4,625
Football - Assistant Coach	11.625%	75%	November	\$4,625
Football - Assistant Coach	11.625%	75%	November	\$4,625
Football - 9th - Head Coach	10.850%	65%	November	\$4,317
Football - 9th - Assistant Coach	10.075%	60%	November	\$4,008
Football - 9th - Assistant Coach	10.075%	60%	November	\$4,008
Football - 8th - Head Coach	10.075%	65%	November	\$4,008
Football - 8th - Assistant Coach	9.300%	60%	November	\$3,700
Football - 8th - Assistant Coach	9.300%	60%	November	\$3,700
Football - 7th - Head Coach	10.075%		November	\$4,008
Football - 7th - Assistant Coach	9.300%		November	\$3,700
Football - 7th - Assistant Coach	9.300%		November	\$3,700
French Club	2.000%		NMJ	\$796
German Club	2.000%		NMJ	\$796
Golf - Boys - Head Coach	9.500%		November	\$3,780
Golf - Boys - Assistant Coach	7.125%	75%	November	\$2,835
Golf - Girls - Head Coach	9.500%		November	\$3,780
Golf - Girls - Assistant Coach	7.125%	75%	March	\$2,835
Gymnastics - Girls - Head Coach	12.000%		March	\$4,774
Gymnastics - Girls - Asst. Coach	9.000%	75%	March	\$3,581
Hockey - Head Coach	12.000%		March	\$4,775
Hockey - Assistant Coach	6.000%	50%	March	\$2,387
Hockey - J.V. Coach	6.000%		March	\$2,387
Honeybees (Pom Pom) Advisor	5.000%		March	\$1,989
Honeycomb Advisor	3.500%		NMJ	\$1,393
Huddle Jr. - M.S.	4.500%		NMJ	\$1,790
Hy-Breeze Advisor	6.500%		NMJ	\$2,586
International Club	2.000%		NMJ	\$796
Intramurals - Boys - H.S.	3.500%		NMJ	\$1,393
Intramurals - Girls - H.S.	3.500%		NMJ	\$1,393
Intramurals - Central	3.000%		NMJ	\$1,194
Intramurals - M.S.	3.000%		NMJ	\$1,194
Jazz Band - M.S.	2.000%		NMJ	\$796
Junior Class Advisor	2.000%		NMJ	\$796
Key Club	4.500%		NMJ	\$1,790
Lacrosse Club - Boys	2.000%		June	\$796
Lacrosse Club - Girls	2.000%		June	\$796
Literary Magazine - H.S.	3.000%		June	\$1,194

Brecksville-Broadview Heights Supplemental Salary Index for 2011-2012[¶]				
Literary Magazine - M.S.	2.000%		June	\$796
Math Club - Mu Alpha Theta	4.500%		March	\$1,790
Math Counts	4.500%		March	\$1,790
Mock Trial	3.000%		March	\$1,194
Model United Nations - M.S.	3.000%		March	\$1,194
National Honor Society	6.500%		NMJ	\$2,586
Pep Band - H.S.	3.000%		March	\$1,194
Percussion (Drum Line)	10.400%	65%	NMJ	\$4,138
Play Set Design/Construction (Fall)	3.250%		November	\$1,293
Play Set Design/Construction (Winter)	3.250%		March	\$1,293
Power of the Pen	4.500%		March	\$1,790
Prom Advisor	2.000%		June	\$796
SADD	4.500%		NMJ	\$1,790
Safe Club - H.S.	3.000%		NMJ	\$1,194
Safety Patrol - Chippewa	3.000%		NMJ	\$1,194
Safety Patrol - Highland	3.000%		NMJ	\$1,194
Safety Patrol - Hilton	3.000%		NMJ	\$1,194
Safety Patrol - Central	3.000%		NMJ	\$1,194
Science Olympiad - H.S.	4.500%		March	\$1,790
Science Olympiad - M.S.	4.500%		March	\$1,790
Senior Class Advisor	2.000%		NMJ	\$796
Show Choir Director	6.500%		NMJ	\$2,586
Show Choir Choreographer	4.875%		NMJ	\$1,940
Ski Club	2.000%		March	\$796
Soccer - Boys - Head Coach	13.500%		November	\$5,371
Soccer - Boys - Assistant Coach	10.125%	75%	November	\$4,028
Soccer - Boys - J.V. Coach	10.125%	75%	November	\$4,028
Soccer - Boys - 9th - Coach	9.450%	65%	November	\$3,760
Soccer - Girls - Head Coach	13.500%		November	\$5,371
Soccer - Girls - Assistant Coach	10.125%	75%	November	\$4,028
Soccer - Girls - J.V. Coach	10.125%	75%	November	\$4,028
Soccer - Girls - 9th Grade	9.450%	65%	November	\$3,760
Softball - Head Coach	12.000%		June	\$4,774
Softball - Assistant Coach	9.000%	75%	June	\$3,581
Softball - J.V. Coach	9.000%	75%	June	\$3,581
Softball - 9th - Coach	8.400%	65%	June	\$3,342
Spanish Club	2.000%		NMJ	\$796
Spring Play Director	7.000%		June	\$2,785
Spring Play - Assistant Director	5.250%	65%	June	\$2,089

Brecksville-Broadview Heights Supplemental Salary Index for 2011-2012[¶]				
Spring Play - Asst. Choral Director	4.200%	60%	June	\$1,671
Spring Play - Asst. Choreography	4.200%	60%	June	\$1,671
Spring Play - Asst. Music Director	4.200%	60%	June	\$1,671
Stage Manager*	7.000%		NMJ	\$2,785
Stage Manager - MS [†]	4.000%		NMJ	\$1,591
Strength Coach - Fall	3.000%		November	\$1,194
Strength Coach - Winter	3.000%		March	\$1,194
Strength Coach - Spring	3.000%		June	\$1,194
Strength Coach - Summer	3.000%		November	\$1,194
Student Council - H.S.	5.500%		NMJ	\$2,188
Student Council - M.S.	4.500%		NMJ	\$1,790
Student Council - Central	3.000%		NMJ	\$1,194
Swim Team - Head Coach	13.500%		March	\$5,371
Swim Team - Assistant Coach	10.125%	75%	March	\$4,028
Swim Team - Assistant Coach	10.125%	75%	March	\$4,028
Technology Coordinator - Chippewa	5.000%		NMJ	\$1,989
Technology Coordinator - Highland	5.000%		NMJ	\$1,989
Technology Coordinator - Hilton	5.000%		NMJ	\$1,989
Technology Coordinator - Central	5.000%		NMJ	\$1,989
Technology Coordinator - MS	5.000%		NMJ	\$1,989
Technology Coordinator - HS	5.000%		NMJ	\$1,989
Tennis - Boys - Head Coach	9.500%		June	\$3,780
Tennis - Boys - Assistant Coach	7.125%	75%	June	\$2,835
Tennis - Girls - Head Coach	9.500%		November	\$3,780
Tennis - Girls - Assistant Coach	7.125%	75%	November	\$2,835
Track - Boys - Head Coach	12.000%		June	\$4,774
Track - Boys - Assistant Coach	9.000%	75%	June	\$3,581
Track - Boys - Assistant Coach	9.000%	75%	June	\$3,581
Track - Boys - Assistant Coach	9.000%	75%	June	\$3,581
Track - Boys - 8th - Head Coach	7.800%	65%	June	\$3,103
Track - Boys - 8th - Assistant Coach	7.200%	60%	June	\$2,865
Track - Boys - 7th - Head Coach	7.800%		June	\$3,103
Track - Boys - 7th - Assistant Coach	7.200%		June	\$2,865
Track - Girls - Head Coach	12.000%		June	\$4,774
Track - Girls - Assistant Coach	9.000%	75%	June	\$3,581
Track - Girls - Assistant Coach	9.000%	75%	June	\$3,581
Track - Girls - Assistant Coach	9.000%	75%	June	\$3,581

* Paid .0006 of the BA base salary per hour for outside activities.

† Paid .0006 of the BA base salary per hour for outside activities.

Brecksville-Broadview Heights Supplemental Salary Index for 2011-2012[¶]				
Track - Girls - 8th - Head Coach	7.800%	65%	June	\$3,103
Track - Girls - 8th - Assistant Coach	7.200%	60%	June	\$2,865
Track - Girls - 7th - Head Coach	7.800%		June	\$3,103
Track - Girls - 7th - Assistant Coach	7.200%		June	\$2,865
Variety Show Director	2.000%		June	\$796
Video Announcements	4.500%		NMJ	\$1,790
Volleyball - Head Coach	13.500%		November	\$5,371
Volleyball - Assistant Coach	10.125%	75%	November	\$4,028
Volleyball - J.V. Coach	10.125%	75%	November	\$4,028
Volleyball - 9th - Head Coach	9.450%	65%	November	\$3,760
Volleyball - 8th - Head Coach	8.775%	65%	November	\$3,491
Volleyball - 7th - Head Coach	8.775%		November	\$3,491
Volleyball Club - Boys	2.000%		June	\$796
Washington, D.C. Coordinator	5.500%		June	\$2,188
Wrestling - Head Coach	13.500%		March	\$5,371
Wrestling - Assistant Coach	10.125%	75%	March	\$4,028
Wrestling - J.V. Coach	10.125%	75%	March	\$4,028
Wrestling - 9th - Head Coach	9.450%	65%	March	\$3,760
Wrestling - 8th - Head Coach	8.775%	65%	March	\$3,491
Wrestling - 8th - Assistant Coach	8.100%	60%	March	\$3,223
Wrestling - 7th - Head Coach	8.775%		March	\$3,491
Wrestling - 7th - Assistant Coach	8.100%		March	\$3,223
Wrestling Tournament Director	5.500%		March	\$2,188
Youth and Government	3.000%		March	\$1,194

SECTION 33. FRINGE BENEFITS

A. Hospitalization and Medical

The Board shall provide hospitalization and medical insurance coverage through the Medical Mutual of Ohio SuperMed Plus Plan (Attachment 27) for all teachers working thirty (30) hours or more per week. [Teachers working less than thirty (30) hours per week but more than fifteen (15) hours per week shall have their hospitalization and major medical coverage paid on a pro rata basis should they elect to enroll.] The lifetime maximum shall be unlimited. Each teacher enrolled in the hospital and medical plan shall have, on a monthly basis, 8% of the monthly insurance premium deducted from his/her paychecks (using the Section 125 Plan). Effective January 1, 2011, the premium share will increase to 10%. Alternatively, teachers may opt to participate in the “IDEAL” plan (Attachment 28) during the open enrollment period. The Board will pay 100% of the health and prescription drug premium costs for any teacher participating in the IDEAL plan.

B. Life Insurance and AD&D Coverage

The Board shall pay for life insurance and AD&D coverage of \$50,000 for each teacher working thirty (30) or more hours per week. Teachers working less than thirty (30) hours per week but more than fifteen (15) hours per week shall be provided life insurance and AD&D coverage in the amount of \$20,000.

C. Dental Plan

The Board shall provide a Dental Plan comparable to Oasis Trust Dental Plan #B2897 with \$1,500 annual maximum, \$1,000 lifetime maximum for orthodontics per person, individual deductibility - \$25, and family deductibility - \$50, for all teachers working thirty (30) or more hours per week. [Teachers working less than thirty (30) hours per week but more than fifteen (15) hours per week shall have dental and prescription coverage paid on a pro rata basis if they elect to enroll.] The Board will pay up to 92% of the dental premium. Effective January 1, 2011, the Board will pay up to 90% of the dental premium.

D. Prescription Drug Plan

The Board shall provide a prescription drug plan comparable to Medical Mutual of Ohio Prescription Drug Plan - with a \$5 (generic) / \$10 (name brand formulary drug) / \$18 (name brand non-formulary drug) co-pay or \$10/\$20/\$36 mail order co-pay. The Board will pay up to 92% of the prescription drug coverage. Effective January 1, 2011, the Board will pay up to 90% of the prescription drug premium.

E. Statement Verification

Each teacher, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a teacher identifies an overcharge and/or inappropriate charge, which is subsequently rebated or deleted by the health care provider, that teacher shall receive a reward equal to one-half (1/2) the dollar amount recovered, up to a maximum of \$500 per line error.

F. Spousal Insurance for Teachers Employed Prior to August 1, 2011

1. If a spouse of a teacher covered by the Board's hospitalization/major medical insurance is employed and has access to hospitalization/major medical coverage through his/her employer, the spouse shall subscribe to the coverage provided:
 - a. the spouse's employer does not charge the spouse a premium, or
 - b. if the Board elects to reimburse the teacher on a monthly basis for the cost the spouse incurs.

2. Coverage provided by the spouse's employer shall be the primary coverage for the spouse and Board coverage shall be secondary. No teacher or spouse shall suffer a loss of coverage or incur any cost as a result of this provision.
3. If the coverage provided by the spouse's employer terminates for any reason, Board coverage shall immediately become primary coverage for the spouse with no loss of benefits.
4. If the Board has reason to believe there is non-compliance with this provision, the teacher may be required to provide verification of the spouse's place of employment. There shall be communication with the teacher prior to any contact with the spouse's employer and the teacher shall be informed of the reason.

G. Spousal Insurance for Teachers Employed Under Contracts effective August 1, 2011 or Later.

If a teacher's spouse is eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every teacher whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any teacher fails to complete and submit the certification form by the required date, such teacher's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If a teacher submits false information or fails to timely advise the Plan of a change in the teacher's spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the teacher results in the Plan providing benefits to which the teacher's spouse

is not entitled, the teacher will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the teacher may be deducted from the benefits to which the teacher would otherwise be entitled. In addition, the teacher's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If the teacher submits false information, the teacher may be subject to disciplinary action up to and including termination of employment.**

H. Other Insurance

It is agreed and understood that in any case where a teacher is covered by another non-contributory hospitalization or welfare plan comparable or better than that provided herein, said teacher must choose coverage under such plan. All teachers in the bargaining unit shall cooperate in the implementation of this understanding.

I. Insurance Study Committee

The Insurance Study Committee, which is advisory to the B.E.A. and the administration, shall continue. The purpose of this committee is to "troubleshoot" concerns with present insurance coverages along with developing cost-saving alternatives to the present insurance plan. This committee shall be comprised of two (2) administrative representatives (appointed by the Superintendent) and six (6) B.E.A. representatives (1 per building appointed by the B.E.A. President) and shall meet on a quarterly basis.

J. Payment in Lieu of Insurance Coverage

1. A teacher may elect not to receive the Medical/Hospitalization insurance coverage provided above and instead elect to receive additional compensation of \$1500 per year (the year being October 1st through September 30th), less applicable payroll deductions, to be issued during the first week of October of the following year. In order to elect this option and receive this additional compensation, the teacher must, during the enrollment period (September 1st through September 21st) in a given year, complete, sign and file with the Board Treasurer a form indicating his/her election. Once this election is made, it shall remain in effect and the teacher shall not be entitled to receive the coverage provided above for the duration of the one-year period. In the event of a change in the teacher's circumstances (e.g., divorce, death of spouse, spouse loses insurance coverage) after this election has been made, the teacher may elect to receive the insurance coverage after a three (3) month waiting period. There shall be no pre-existing condition exclusion for any teacher who re-enters the insurance program provided above after originally electing not to participate in said program. Effective with the 2005-06 school year, if sixty-five (65) or more teachers participate in the waiver of insurance, the lump sum payment will be \$2,000 for such year. In the event seventy-five (75) or more teachers participate in the waiver of insurance, the lump sum payment will be \$2,500 for each such year. The actual amounts in any given year will be determined based upon the number of teachers seeking payment in lieu of insurance coverage during the enrollment period.

2. Any teacher who is newly-employed after the start of the school year and who wishes to receive payment in lieu of insurance coverage under this subsection J will have thirty (30) days in which to make an election and will receive a pro-rated payment based upon the total months waived over the course of the plan year. Likewise, a teacher who elects payment in lieu of insurance coverage and who separates from employment during the plan year will receive a pro-rated payment based upon the actual number of months waived during the plan year prior to the teacher's separation.

SECTION 34. SEVERANCE PAY

A. Amount

Teachers who elect to retire under the requirements of S.T.R.S., shall be paid a lump sum equal to twenty-eight percent (28%) of the value of accrued but unused sick leave days to a maximum of eighty-two (82) days (less any amount that is payable under the 401(a) Plan and/or 403(b) Plan described in Section 32 for eligible teachers). Effective January 1, 2011 the maximum will increase to 88 days. Additionally, teachers, at their election shall receive \$1,000 (1) as a lump sum payment in their final paycheck, or (2) in the form of a tax-sheltered annuity. If a teacher completes the school year but retires before August 31st, he/she shall be credited with additional sick leave equal to the difference between fifteen (15) days and the days accrued from September 1st of the previous calendar year.

B. Basis of Payment

Payment of the sum determined above shall be based upon the teacher's daily rate of pay at the time of retirement, exclusive of any supplemental contract. The daily rate for a teacher who has worked on a part-time basis will be based on a full-time daily rate of pay; however, the total number of days credited will be prorated to reflect the teacher's part-time years of service. For example, a teacher who has only been employed on a half-time basis (50% FTE) and who is eligible for 88 days of severance would receive the full-time daily rate for 44 days. If that same teacher worked a combination of full-time and part-time over the course of his/her employment (e.g., 20 years full-time and 10 years part-time), the teacher would receive the full-time daily rate for 59 days (67% of 88 days) and the full-time daily rate for 14.5 days (33% of 88 days divided by 2). For purposes of this calculation, part-time employment does not include position-sharing.

C. Receipt of Severance Pay

The teacher shall receive his/her severance pay no later than two hundred forty (240) days following the effective date of his/her retirement (or resignation in the case of a retired/rehired teacher). The actual date of such payment will be made at the discretion of the school district. Acceptance of severance pay shall be considered to eliminate all sick leave credit accrued by the teacher. Such payment shall only be made once to any teacher.

D. Payment to Spouse/Estate in Case of Death

Any teacher who dies prior to severing employment who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding their death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

E. Re-Hired Teacher

If a teacher has retired into a teacher retirement system and, after such retirement, is hired by the Board, he/she shall receive severance pay upon resigning from the District. Said teacher shall be paid a lump sum equal to twenty-eight percent (28%) of the value of accrued but unused sick leave days to a maximum of eighty-eight (88) days [less any amount that is payable under the 401(a) Plan and 403(b) Plan described in Section 32 for eligible teachers]. The number of unused sick leave days to be used in this calculation are those sick leave days accrued in the District after the teacher retired and then was hired by the District. If a teacher completes the school year but resigns before August 31st, he/she shall be credited with additional sick leave to the difference between fifteen (15) days and the days accrued from September 1st the previous calendar year. Severance payments under this paragraph are subject to paragraphs B, C, and D above.

SECTION 35. PAYROLL PRACTICES

A. Payroll Deductions

Teachers shall have payroll deductions for credit union deposits; hospitalization and major medical insurance; federal, state, and city income tax; United Way contributions; tax sheltered annuity savings; retirement funds; Ohio Tuition Authority; and other items mutually agreed upon by the B.E.A. and the Board. Annuity contributions shall be remitted by the Board to the appropriate annuity company within two (2) days from the date of the paycheck.

B. S.T.R.S. Pick-up of Retirement Contribution

To the extent permitted by S.T.R.S. and the Internal Revenue Service, the Board will adopt a policy for the automatic pick up. With the implementation of these procedures and the acceptance of said procedures by the S.T.R.S., the Board will not deduct state or federal taxes on the amount of the teacher's total required contribution to the S.T.R.S. with appropriate notations made on the individual teacher's W-2 forms.

C. Payroll Deductions for B.E.A./U.E.P. Dues

The B.E.A. shall have the sole and exclusive privilege of payroll deductions for its UEP dues: (OEA, NEOEA, NEA, B.E.A and UniServ).

1. On or before October 15th of each school year, the B.E.A. Treasurer shall provide the Board Treasurer with a list of all B.E.A. members and the total amount of dues to be deducted.
2. Dues deductions shall be on a continuing basis and without cost to the teacher or B.E.A. All teachers shall submit a written dues deduction authorization form. Thereafter, only new teachers shall submit a written dues deduction authorization form. For all school years following the submission of the dues deduction authorization, dues shall continue without the need to resubmit additional authorization forms, unless between August 15th and September 15th the teacher discontinues membership by providing written notice to the B.E.A. Treasurer and the Board Treasurer.
3. Dues deductions shall be in ten (10) essentially equal monthly installments beginning with the first pay in November and continuing with the first paycheck of each month through August
4. Teachers employed after October 15th of any school year who elect payroll deduction shall have their dues deducted in even installments from the remaining paychecks through the last paycheck in August. The B.E.A. Treasurer shall inform the Board Treasurer of the total amount to be deducted for each teacher employed after October 15th.
5. The Board Treasurer shall submit a check in the total amount of teacher deductions per month to the B.E.A. Treasurer no later than three (3) days following the issuance of payroll checks. Such check will be made payable to the Brecksville-Broadview Heights Education Association. The Board Treasurer shall also submit a monthly listing of the names and amounts deducted for each teacher to the B.E.A. Treasurer.

D. Payroll Deductions for the OEA Fund for Children and Public Education (formerly EPAC)

1. Teachers may elect to contribute through payroll deductions to political organizations and parties and non-partisan issues in accordance with Ohio Revised Code.
2. FCPE deductions shall be in twelve (12) essentially equal installments and shall begin with the first pay in March. The B.E.A. shall provide to the Board Treasurer by February 10th the authorization forms.
3. Any teacher may opt to have continuing deductions for the Fund for Children and Public Education. The continuing deduction authorization shall be given to the Board Treasurer through the B.E.A. by February 10th and the teacher shall have

essentially equal installments deducted the first pay of every month until the teacher either rescinds his/her continuing FCPE deduction authorization or is no longer employed by the school district. The amount of the essentially equal installments may be changed annually by the teacher through the B.E.A. and said change shall be given to the Board Treasurer by February 10th.

E. Payday

1. Teachers, shall be paid in twenty-six (26) essentially equal installments, payments being made on alternate Fridays.
2. If a payday occurs when schools are not in session, the Board may either submit such pay to the teacher the last day in session or mail the check so that the teacher receives said pay on the due date.
3. The Board shall make electronic transfers for a teacher who so notifies the Board Treasurer. A teacher's salary shall be paid by electronic transfer to an institution of the teacher's choosing on the electronic transfer system on each pay day. Any teacher hired on or after January 1, 2005 will receive his/her pay via electronic transfer.
4. Teachers desiring to have their summer pay in one check must notify the Board Treasurer by September 15th. The Treasurer shall send each teacher a written reminder of the lump-sum payment deadline by September 1st. The summer paycheck will be issued with the second paycheck in June where the Treasurer determines funds are available (i.e.; the Board Treasurer does not have to borrow funds). If the obligation to issue lump-sum summer paychecks by the second paycheck in June would require the District to borrow money, the lump-sum summer paycheck will be issued with the first paycheck in July.
5. If a paycheck must be re-issued for any reason (e.g., the teacher never received the paycheck, the paycheck is lost or stolen, the paycheck is damaged and not negotiable, etc.) the teacher must pay a fifty dollar (\$50) fee prior to re-issuance of the paycheck.

F. Resignation

When a teacher resigns due to retirement or for any other reason either during a school year or at the end of a school year, the teacher shall receive any compensation owed to him/her in a lump-sum payment the first pay period following his/her resignation date. Health insurance benefits and life insurance will be discontinued on the resignation date.

G. Ohio Deferred Compensation Plan

Teachers may contribute to the Ohio Deferred Compensation Plan (an Internal Revenue Code Section 457 Plan) via payroll deductions. In addition, the Board and the B.E.A. shall explore and consider implementation of at least one other Section 457 Plan.

H. Section 125 Plan (“Cafeteria Plan”)

1. The Board shall establish, a “Cafeteria Plan” that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the B.E.A.), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Section 33 J) provisions of this Agreement shall be made through the Cafeteria Plan.
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period which must be completed at least ten (10) business days before the beginning of the plan year (October 1st through September 30th). Any teacher employed after September 15th may enroll in the Section 125 Plan using the same timelines as enrolling for insurance coverage and, for the first year of employment, the Section 125 Plan year shall be from the first (1st) of the month after enrollment through September 30th. The enrollment in the Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher’s circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 3.c. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer’s office.
3. Dependent Care FSA
 - a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
 - b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
 - c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

- a. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$4,000 (exclusive of teacher contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

6. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer’s office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$1 per pay per participating teacher.

SECTION 36. INTRA-DISTRICT OPEN ENROLLMENT

Teachers may submit their requests for intra-district open enrollment consideration on an annual basis as early as March 1st.

SECTION 37. CONTRARY TO LAW

If any provision of this Agreement between the B.E.A. and the Board is found to be contrary to law in a court of competent jurisdiction or by mutual agreement of the parties, then such provisions shall be deemed invalid to the extent such provision is contrary to law, then that section shall be altered to comply with the law if possible, but all other provisions shall continue in full force and effect.

SECTION 38. NON-DISCRIMINATION

The Board and the Association agree that there will be no discrimination or preference with respect to hiring, compensation, terms, conditions or privileges of employment based on age, race, creed, color, religion, national origin, gender, disability, veteran status, membership or non-membership in the Association or based on genetic information. Nor will there be retaliation

against an employee for engaging in protected activity with respect to complaints or participation in an investigation of any claim of discrimination in violation of this section.

SECTION 39. RETIREMENT/RESIGNATION INCENTIVE

A. Timely Retirement Incentive Plan

1. Each teacher who, as of June 30, 2011, is eligible to retire under any State Teachers Retirement System (STRS) guidelines shall be eligible to participate in a Timely Retirement Incentive Plan (TRIP) that provides cash payments in accordance with the following schedule:

<u>Date of Payment</u>	<u>Amount of Payment</u>
January, 2012	\$15,000
January, 2013	\$15,000
January, 2014	\$15,000

2. To receive this benefit the teacher must, on or before March 1, 2011, provide written notice to the Superintendent or designee that the teacher unconditionally and irrevocably resigns for the purposes of retirement no later than June 30, 2011, but no sooner than the last day of classes during the current school year. At least twelve teachers must tender their written notice by March 1, 2011 or the TRIP will not be implemented. If at least twelve teachers do not timely tender their notice, any teacher who has given notice will be given the option to rescind their resignation.
3. This TRIP shall be in addition to any lump sum severance pay to which the teacher may be entitled to under Section 34. Severance for teachers retiring under this TRIP will be paid over a two year period, with the first payment in January 2012 and the second payment in January 2013. Payments will be made in accordance with Section 32.V. of the Agreement. In the case of a teacher's death before he/she receives the cash component of the TRIP amount to which he/she is entitled, payments shall be made to the teacher's spouse or estate in the manner provided by law.
4. This TRIP expires on June 30, 2011 and will not be subject to any roll over of the contract.

B. Resignation Incentive Plan

1. Any teacher who as of July 1, 2010, is at MA, Step 15 of the "Brecksville-Broadview Heights City School District 2010-2011 School Year Salary Schedule" shall be eligible to participate in a Resignation Incentive Plan (RIP) that provides cash payments in accordance with the following schedule:

<u>Date of Payment</u>	<u>Amount of Payment</u>
January, 2012	\$8,000
January, 2013	\$8,000
January, 2014	\$8,000

2. To receive this benefit the teacher must, on or before June 1, 2011, provide written notice to the Superintendent or designee that the employee unconditionally resigns no later than June 30, 2011, but no sooner than the last day of classes during the current school year.
3. This incentive payment shall be paid in accordance with Section 32.v. In the case of a teacher's death before he/she receives the cash component of the RIP amount to which he/she is entitled, payments shall be made to the teacher's spouse or estate in the manner provided by law.
4. This RIP expires on June 30, 2012 and will not be subject to any roll over of the contract.

SECTION 40. SCOPE

- A. The parties agree that all negotiable items have been discussed or were open for discussion during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any items, whether contained herein or not, during the life of this Agreement except by mutual agreement. The duties and obligations of the parties to this Agreement shall be limited to those expressly set forth by law and/or by the provisions of this Agreement. The Board acknowledges that any changes or modifications in terms and conditions of employment can only be made in compliance with Section 4117.08 of the Ohio Revised Code.
- B. Notwithstanding the paragraph above or any other provisions of this Agreement, the parties agree to reopen the Agreement at the request of either the Board or the B.E.A. to bargain the effects of the "No Child Left Behind Act" which reauthorized the Elementary and Secondary Education Act, and related state law. The procedures set forth in Section 9 (Negotiations Procedures) will govern these midterm negotiations.

SECTION 41. TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective from July 1, 2010 and remain in full force and effect through June 30, 2012.

This Agreement by and between the parties shall bind the B.E.A. and the Board as agreed.

Forms, found as Attachments, may be amended by mutual agreement of the B.E.A.'s Negotiations Chairperson and the Director of Human Resources.

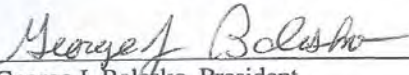
BRECKSVILLE-BROADVIEW HEIGHTS EDUCATION ASSOCIATION



Bonnie Monteleone, President

Date 11/11/2010

BRECKSVILLE-BROADVIEW HEIGHTS BOARD OF EDUCATION



George J. Balasko, President

Date 11/11/2010

NEGOTIATING TEAM MEMBERS

Brecksville-Broadview Heights
Education Association

Brecksville-Broadview Heights
Board of Education

Terry Alai

Scot Prebles

Kathy Auble

Kathi Powers

Debra Bernauer

Chris Hartland

Joe Applebaum

Karen Obratil

Bonnie Monteleone

Kasey Spirakus

Tad Colbeck, OEA/NEA

Susan Hastings, Esq.

ATTACHMENT 1

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

COMPLAINT BY THE AGGRIEVED

(To be completed within twenty (20) working days after the aggrieved party knew or should have known of the events or conditions, or absence thereof, on which it is based.)

Aggrieved Party _____ Date of Submission _____

School(s) _____ Grade/Subject Area _____

Date and place grievance occurred _____

Statement of Grievance: (State the specific Section of the Agreement which is being violated, and detail in full the event or conditions constituting the violation.)

Action Requested

Signature of Aggrieved Party _____

ATTACHMENT 2

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

TO: All Certificated/Licensed Personnel

FROM: _____
Principal

SUBJECT: Staff Survey and Transfer Requests for 20__ - __ School Year

This staff survey is designed to assist in planning for the 20__ - 20__, school year. Please realize that your completion of this survey is a very important part of the process.

If you are requesting a transfer, remember that you must have proper certification for any proposed change.

I would welcome the opportunity to discuss with you your future plans or any questions that you might have.

Please complete the form and return it to the Superintendent/designee

no later than Friday, _____, 20__.

TEACHER'S NAME: _____ Building _____

Please check the appropriate statement:

_____ I plan to continue as a staff member during the 20__ - ____ school year.

_____ I do not plan to continue as a staff member during the 20__ - ____ school year.
(This response will not be considered as a resignation.)

_____ My plans for the 20__ - ____ school year are not definite at this time.

_____ I would like to request a transfer for the 20__ - ____ school year to:
area, position, grade level, and/or building: _____

_____ I would like to be considered for any vacancy that occurs in the following
areas: _____

_____ I have not taught in _____ area for five years and will be filing a notice with
the ODE that I will be dropping my _____ license effective July 1, 20__.

ATTACHMENT 3

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

APPLICATION TO USE SICK LEAVE POOL

I _____ wish to apply for _____ days of sick leave from the Brecksville-Broadview Heights Schools Sick Leave Pool.

I have reviewed the criteria found in Section 20 A 5 of the Agreement between the Brecksville-Broadview Heights Board of Education and the Brecksville-Broadview Heights Education Association.

I will need days from the sick leave pool because _____

I understand that all accumulated sick leave must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Pool will be use

Signature and Date

This form must be forwarded to the Superintendent who will review the application with the B.E.A. President.

Number of Sick Leave Pool days approved _____

Superintendent Signature and Date

ATTACHMENT 4

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

SICK LEAVE DONATION FORM

I, _____, wish to donate _____ day(s) of sick
leave to the Sick Leave Pool to be used by _____
(teacher needing the sick leave)

I understand that I will be notified of the deduction when it is made.

Signature and Date

This form should be sent directly to the Board Treasurer.

ATTACHMENT 5

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

NOTIFICATION OF USE OF SICK LEAVE

Donating Teacher's Name

The _____ day(s) of sick leave that you donated to _____
has been used and will be deducted from your accumulated sick leave.

Thank you very much for your concern for your colleague in need.

Signature of Board Treasurer Date

ATTACHMENT 6

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

NOTIFICATION OF PERSONAL LEAVE USE

Date of Form Submission _____
Month Day Year

Date of Personal Leave Use _____
Month Day Year

A.M. _____ P.M. _____

All Day _____ Other _____

Except in the case where an emergency arises or in the case of unforeseen circumstances, personal leave may be used with five (5) days prior notification to the building principal.

Personal leave cannot be taken during “restricted time periods” which are defined as the first or last day of the school year, any non-student school calendar day, or the day before or after holidays and long weekends.

If requesting personal leave during a “restricted time period”, complete the “Request for Personal Leave” form (Attachment 7) instead of this form.

Teacher’s Signature Date

Principal’s Acknowledgment Date

Director of Human Resources’s Acknowledgment Date

ATTACHMENT 7

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

REQUEST FOR PERSONAL LEAVE DURING RESTRICTED TIMES

Date of Application _____
Month Day Year

Date of Request _____
Month Day Year

A.M. _____ P.M. _____

All Day _____ Other _____

Except in the case where emergency arises or in the case of unforeseen circumstances, personal leave may be used with five (5) days prior notification to the building principal.

Personal leave cannot be taken during “restricted time periods” which are defined as the first or last day of the school year, any non-student school calendar day, or the day before or after holidays and long weekends.

If requesting personal leave during a “restricted time period,” the reason for the personal leave must be disclosed and must be for a valid reason. Reasons that are considered to be valid are: funerals, weddings, court appearances, emergencies that create a hazardous condition to the teacher’s family or property, graduations, school programs/events of the teacher’s child, college visitations, formal religious functions, moving, and travel conditions beyond the teacher’s control making it impossible to report as assigned (documentation required for this last reason). Exceptions may be made at the absolute discretion of the Superintendent/designee if personal leave is needed during a restricted time period.

State the reason for the personal leave request: _____

Teacher’s Signature Date

Principal’s Acknowledgment Date

Director of Human Resources’s Approval Date

ATTACHMENT 8

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

PERSONAL LEAVE FORM

Name (print) _____ School Building _____

In order to receive the conversion of unused personal leave days to sick leave days, this form must be turned into the District Treasurer's office by June 15th or the benefit is forfeited. Complete any applicable section.

Personal Leave Incentive OR Conversion of Personal Leave to Sick Leave

Complete **one** of the following:

A. Personal Leave Conversion to Sick Leave

I am requesting that all of my unused personal leave days be converted to sick leave days and then added to my sick leave accumulation per Section 20 C of the Agreement.

According to my records, during the _____ school year I had _____ days of unused personal leave. _____ number

- OR -

B. Personal Leave Cash Incentive

_____ I used no personal leave during the first semester of the _____ school year.

_____ I used no personal leave during the second semester of the _____ school year.

I am therefore requesting, per Section 20 C of the Agreement, a total payment of \$ _____ (not to exceed \$100 per semester or \$200 per school year).

- OR -

C. Personal Leave Carryover

_____ I want to carryover one personal day to next year.

_____ Date

_____ Signature

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WHD
U.S. Wage and Hour Division

OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

____No ____Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? ____No ____Yes.

Was medication, other than over-the-counter medication, prescribed? ____No ____Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

____No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ____No ____Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ____No ____Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___No ___Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___No ___Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
___No ___Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

**Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)**

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WHD

U.S. Wage and Hour Division

OMB Control Number: 1215-0181

Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees; family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(l), if the Americans with Disabilities Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____

First Middle Last

Name of family member for whom you will provide care: _____

First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature

Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
____ No ____ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ____ No ____ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?
____ No ____ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
____ No ____ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ____ No ____ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety, or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? _____ No _____ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? _____ No _____ Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? _____ No _____ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? _____ No _____ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? _____ No _____ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? _____ No _____ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.P.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Notice of Eligibility and Rights & Responsibilities
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WHD
U.S. Wage and Hour Division

OMB Control Number: 1215-0181
Expires: 12/31/2011

In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

[Part A — NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Employer Representative

DATE: _____

On _____, you informed us that you needed leave beginning on _____ for:

- _____ The birth of a child, or placement of a child with you for adoption or foster care;
- _____ Your own serious health condition;
- _____ Because you are needed to care for your _____ spouse; _____ child; _____ parent due to his/her serious health condition.
- _____ Because of a qualifying exigency arising out of the fact that your _____ spouse; _____ son or daughter; _____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- _____ Because you are the _____ spouse; _____ son or daughter; _____ parent; _____ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- _____ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- _____ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - _____ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
 - _____ You have not met the FMLA's 1,250-hours-worked requirement.
 - _____ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact _____ or view the FMLA poster located in _____.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by _____.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- _____ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request _____ is / _____ is not enclosed.
- _____ Sufficient documentation to establish the required relationship between you and your family member.
- _____ Other information needed: _____
- _____ No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- _____ Contact _____ at _____ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- _____ You will be required to use your available paid _____ sick, _____ vacation, and/or _____ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.
- _____ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We have/ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- _____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____ . (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
 - _____ the calendar year (January - December).
 - _____ a fixed leave year based on _____.
 - _____ the 12-month period measured forward from the date of your first FMLA leave usage.
 - _____ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have sick, vacation, and/or other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.
 - _____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.
 - _____ Applicable conditions for use of paid leave: _____
 - _____
 - _____
 - _____

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

_____ at _____.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Designation Notice
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division

WHD

U.S. Wage and Hour Division
OMB Control Number: 1215-0181
Expires: 12/31/2011

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R §§ 825.300(c), 825.301, and 825.305(c).

To: _____

Date: _____

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided.
We received your most recent information on _____ and decided:

_____ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

_____ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: _____.

_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

_____ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

_____ We are requiring you to substitute or use paid leave during your FMLA leave.

_____ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position **is is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

_____ **Additional information is needed to determine if your FMLA leave request can be approved:**

_____ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than _____, unless it is not

(Provide at least seven calendar days)

practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

(Specify information needed to make the certification complete and sufficient)

_____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

_____ Your FMLA Leave request is Not Approved

_____ The FMLA does not apply to your leave request.

_____ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Certification for Serious Injury
or Illness of Covered
Servicemember -- for Military
family Leave (Family and
Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WHD
U.S. Wage and Hour Division

OMB Control Number: 1215-0181

Expires: 12/31/2011

Notice to the EMPLOYER INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee is Requesting Leave INSTRUCTIONS to the EMPLOYEE or COVERED SERVICEMEMBER: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. §§ 2613, 26134(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 C.F.R. § 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a covered servicemember's serious injury or illness includes written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.

Certification for Serious Injury or Illness of Covered Servicemember -- for Military family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WHD
U.S. Wage and Hour Division

SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER fore whom the Employee Is Requesting Leave: (This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for covered servicemember):

Name of Employee Requesting Leave to Care for Covered Servicemember:

First

Middle

Last

Name of Covered Servicemember (for whom employee is requesting leave to care):

First

Middle

Last

Relationship of Employee to Covered Servicemember Requesting Leave to care:

Spouse Parent Son Daughter Next of Kin

Part B: COVERED SERVICEMEMBER INFORMATION

(1) Is the Covered Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves? Yes No

If yes, please provide the covered servicemember's military branch, rank and unit currently assigned to: _____

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?

Yes No. If yes, please provide the name of the medical treatment facility or unit: _____

(2) Is the Covered Servicemember on the Temporary Disability Retired List (TDRL)? Yes No

Part C: CARE TO BE PROVIDED TO THE COVERED SERVICEMEMBER

Described the Care to Be Provided to the Covered Servicemember and an Estimate of the Leave Needed to Provide the Care:

SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider. If you are able to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). (Please ensure that Section I above has been completed before completing this section.) Please be sure to sign the form on the last page.

Part A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider’s Name and Business Address:

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: _____

Telephone: () _____ Fax: () _____ Email: _____

PART B: MEDICAL STATUS

1. Covered Servicemember’s medical condition is classified as (Check One of the Appropriate Boxes):
 - (VSI) Very Seriously Ill/Injured** - Illness/injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
 - (SI) Seriously Ill/Injured** - Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
 - OTHER Ill/Injured** - a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.
 - NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a “serious health condition” under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380 or an employer-provided form seeking the same information.)
 2. Was the condition for which the Covered Service member is being treated incurred in line of duty on active duty in the armed forces? Yes No
 3. Approximate date condition commenced: _____
 4. Probably duration of condition and/or need for care: _____
 5. Is the covered servicemember undergoing medical treatment, recuperation, or therapy?
 Yes No. If yes, please describe medical treatment, recuperation or therapy: _____
-

PART C: COVERED SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

- (1) Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes No
If yes, estimate the beginning and ending dates for this period of time: _____
- (2) Will the covered servicemember require periodic follow-up treatment appointments?
 Yes No. If yes, estimate the treatment schedule: _____
- (3) Is there a medical necessity for the covered servicemember to have periodic care for these follow-up treatment appointments? Yes No
- (4) Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?
 Yes No. If yes, please estimate the frequency and duration of the periodic care:

Signature of Health Care Provider: _____ **Date:** _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

**Certification of Qualifying Exigency
For Military Family Leave
(Family and Medical Leave Act)**

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WHD

U.S. Wage and Hour Division

OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.

Employer name: _____

Contact Information: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 C.F.R. § 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

First Middle Last

Relationship of covered military member to you: _____

Period of covered military member’s active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member’s active duty or call to active duty status in support of a contingency operation. Please check one of the following:

- A copy of the covered military member’s active duty orders is attached.
- Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- I have previously provided my employer with sufficient written documentation confirming the covered military member’s active duty or call to active duty status in support of a contingency operation.

PART A: QUALIFYING REASON FOR LEAVE

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached. Yes No None Available

PART B: AMOUNT OF LEAVE NEEDED

1. Approximate date exigency commenced: _____

Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency? No Yes.

If so, estimate the beginning and ending dates for the period of absence:

3. Will you need to be absent from work periodically to address this qualifying exigency? No Yes.

Estimate schedule of leave, including the dates of any scheduled meetings or appointments: _____

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours _____ day(s) per event.

PART C:

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (*i.e.*, either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

PART D:

I certify that the information I provided above is true and correct.

Signature of Employee

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.P.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

ATTACHMENT 15

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Brecksville-Broadview Heights School District.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

Superintendent
Brecksville-Broadview Hts.
Board of Education
6638 Mill Road
Brecksville, OH 44131

ATTACHMENT 16

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

PROGRESSIVE DISCIPLINE - VERBAL REPRIMAND RECORD

On _____, I verbally reprimanded _____
Teacher's name

at _____ regarding the following concern (problem)
School

Principal

Teacher

B.E.A. Representative (if applicable)

The teacher's signature is merely acknowledgement that a reprimand was given. It does not indicate agreement or disagreement. This form will NOT be placed in the teacher's personnel file.

Copies: Director of Human Resources
B.E.A. President

ATTACHMENT 17

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

WRITTEN NOTICE PRIOR TO STEP 1 OR 2 DISCIPLINARY HEARING
OR STEPS 3-5 PREDISCIPLINARY HEARINGS

_____ is being provided this written notice prior to a
Name of Employee

Step _____ hearing based on the following facts/concerns:

We anticipate the following individuals will be in attendance at the hearing:

Step _____ hearing will be held on _____, at _____, ____m.,
Date Time
at _____.
Location

Administrator

Employee*

Date Employee Received Notice

It is recommended that you contact the B.E.A. President as the District may be required by law to report any action investigation or final disposition related to the discipline of a teacher to the Ohio Department of Education.

* The employee's signature is merely an acknowledgement of receipt of notice of a disciplinary hearing. It does not indicate agreement or disagreement with the contents of the notice.

- cc: Director of Human Resources
B.E.A. President
Personnel
File (only if imposed discipline is a Steps 2-5)

ATTACHMENT 18

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

SUMMARY OF EVALUATION DOCUMENTS

The documents and folders listed below are part of the mutually agreed upon evaluation process. They are permanently stored on the staff “T” drive in each building and available at all times.

EVALUATION Folder	
DOCUMENTS Goal-Setting Report (Attachment 20) Improvement Plan (Attachment 21) Pre-Observation Form (Attachment 19)	
FOLDERS by Teaching Assignment	SUBFOLDER With documents
Classroom Teacher Folder	Classroom Teacher Evaluation Report (Attachment 22-C) Classroom Teacher Observation Form (Attachment 22-B) Classroom Teacher Rubric (Attachment 22-A) Multipurpose Praxis Guide
Guidance Counselor Folder	Guidance Counselor Evaluation Report (Attachment 23-C) Guidance Counselor Observation Form (Attachment 23-B) Guidance Counselor Rubric (Attachment 235-A) Multipurpose Praxis Guide
Media Specialist Folder	Media Specialist Evaluation Report (Attachment 24-C) Media Specialist Observation Form (Attachment 24-B) Media Specialist Rubric (Attachment 24-A) Multipurpose Praxis Guide
School Psychologist Folder	School Psychologist Evaluation Report (Attachment 25-C) School Psychologist Observation Form (Attachment 25-B) School Psychologist Rubric (Attachment 27-A)* Multipurpose Praxis Guide
Speech and Language Pathologist (SLP) Folder	Speech & Language Pathologist Evaluation Report (Attachment 26-C) Speech & Language Pathologist Observation Form (Attachment 26-B) Speech & Language Pathologist Rubric (Attachment 26-A) Multipurpose Praxis Guide

* Also included in the published contract.

ATTACHMENT 19

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

PRE-OBSERVATION FORM

Teacher: _____

Evaluator: _____

Grade/Subject/Assignment: _____

Observation Date/Time: _____

Directions:

1. Schedule a *Pre-observation Conference* with the evaluator noted above.
2. Submit a copy of your week's lesson plan with this form. In the event the observation occurs at the beginning of the week, the previous three days plans may be included.
3. In preparation for the observation process, you may wish to consult the appropriate documents (rubric/self-reflection guide/multipurpose tool) that are stored on the staff "T" drive.
4. The following areas may be part of the observation conferences:
 - a. What are the **GOALS** for student learning for this class?
 - b. Where appropriate in **PLANNING THIS LESSON** have you used or accommodated the diverse experiences that your students bring to class?
 - c. How does the **CONTENT** of this lesson build on what has been learned **PREVIOUSLY**?
 - d. How does the **CONTENT** of this lesson relate to what students will be learning in the **FUTURE**?
 - e. What teaching **METHODS** have you selected to help achieve the learning goals set for your students?
 - f. What learning **ACTIVITIES** are planned for this class?
 - g. What instructional **MATERIALS**, if any, will you use to help your students reach the specific learning goals?
 - h. If you will be **GROUPING** students for this class period, please describe the group makeup. Is this a **TYPICAL** grouping pattern?
 - i. How will you **EVALUATE** whether the students have learned what you intended them to learn?

ATTACHMENT 20

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

GOAL-SETTING REPORT

Teacher: _____

Evaluator: _____

Grade/Subject/Assignment: _____

Building/Date: _____

School Year: _____

Contract: 2nd/3 year **or** Continuing
Circle one

Directions: Sections A and B of the *Goal-Setting Report* are to be completed and submitted to the evaluator by October 1st. Section C is to be completed and submitted to the evaluator by May 15th. The *Goal-Setting Report* can be found as a Microsoft Word document in the *Evaluation* folder on the staff “T” drive.

<p>A. GOAL: Give a brief description of the goal you are setting. (You may include the Praxis domain(s) it will impact which may be found in the appropriate rubric on the staff “T” drive.)</p> <p style="text-align: center;"><i>[insert text, expand as needed]</i></p>
--

B. PLAN OF ACTION: List the activities and possible timeline for your goal.		
DATE	<u>PLANNED ACTIVITY</u>	INTENDED RESULTS
	<i>[insert text, expand as needed]</i>	<i>[insert text, expand as needed]</i>

Evaluator’s Acknowledgement by October 15th _____

<p>C. SELF-EVALUATION OF GOAL ACHIEVEMENT: Describe <u>in detail</u> the results for the achievement of your goal.</p> <p style="text-align: center;"><i>[insert text, expand as needed]</i></p>

Teacher’s Signature _____ Date _____

Distribution: Teacher
 Education Center

ATTACHMENT 21

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

IMPROVEMENT PLAN REPORT

Teacher: _____

Evaluator: _____

Grade/Subject/Assignment: _____

Building: _____

School Year: _____

Contract: _____

Date of Conference: _____

The **Improvement Plan** is intended to be a collaborative process between the evaluator and teacher. The teacher may request a B.E.A. representative to be present during the development of this report.

A. AREA(S) FOR IMPROVEMENT: List the domain and area(s) for improvement as documented in an observation/evaluation.	
<u>DOMAIN(S)</u>	AREA(S) FOR IMPROVEMENT
	<i>[insert text, expand as needed]</i>

B. PLAN OF ACTION: List the date and activities that are planned for the improvement.		
DATE	<u>PLANNED ACTIVITY</u>	INTENDED RESULTS
	<i>[insert text, expand as needed]</i>	

C. DOCUMENTATION OF RESULTS: Document dates, activities and results for improvement(s).		
DATE	ACTIVITY	RESULTS
	<i>[insert text, expand as needed]</i>	

D. COMMENTS: Were the improvement goals met?
<i>[insert text, expand as needed]</i>

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

Distribution: Teacher
Education Center

ATTACHMENT 22-A

CLASSROOM TEACHER RUBRIC

DOMAIN A: ORGANIZING CONTENT KNOWLEDGE FOR LEARNING

A.1: The teacher becomes familiar with relevant aspects of students’ background knowledge and experiences.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Student background	<ul style="list-style-type: none"> The teacher demonstrates a lack of understanding of why it is important to become familiar with students’ background experiences, does not know how to find this information, and lacks familiarity with students’ background experiences. 	<ul style="list-style-type: none"> The teacher demonstrates some understanding of why it is important to become familiar with students’ background experiences, describes one procedure used to obtain this information, and has some familiarity with the background knowledge and experiences of students. 	<ul style="list-style-type: none"> The teacher demonstrates a comprehensive understanding of why it is important to become familiar with students’ background experiences, describes several procedures used to obtain this information, and demonstrates a clear understanding of students’ background knowledge and experiences.

A.2: The teacher articulates clear learning goals for the lesson that are appropriate to the students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Learning goals	<ul style="list-style-type: none"> The teacher’s goals are stated only as instructional activities, not learning outcomes or the learning goals are not clear or appropriate for the students. 	<ul style="list-style-type: none"> The teacher’s goals are stated in terms of student outcomes appropriate for this particular group of students. 	<ul style="list-style-type: none"> The teacher’s goals are stated as differentiated learning outcomes with a thoughtful explanation of why they are appropriate or teacher’s goals are stated in terms of student outcomes appropriate for the whole class, groups, or individuals with an acceptable explanation of how and to what extent goals are appropriate.

A.3: The teacher demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Connections in content	<ul style="list-style-type: none"> The teacher does not explain how the content of this lesson relates to the content of previous or future lessons. 	<ul style="list-style-type: none"> The teacher accurately explains how the content of this lesson relates to the content from both previous lessons or what will follow in future lessons. 	<ul style="list-style-type: none"> The teacher accurately explains how this content relates to what came before it or what will follow in future lessons and why this sequence is logical in terms of the larger learning goals of the discipline.

ATTACHMENT 22-A

CLASSROOM TEACHER RUBRIC

A.4: The teacher creates or selects teaching methods, learning activities, and instructional materials/technology or other resources that are appropriate to the students and that are aligned with the goals of the lesson.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Teaching methods and resources	<ul style="list-style-type: none"> The teacher chooses methods, activities, or materials/technology that are not related to the lesson goals or are clearly not appropriate for the students. 	<ul style="list-style-type: none"> The teacher chooses methods, activities, and materials/technology that are aligned with the goals of the lesson and that are developmentally appropriate. 	<ul style="list-style-type: none"> The teacher chooses methods, activities, and materials/technology that are aligned with the lesson goals and are differentiated to meet the diverse needs of students or the teacher provides an explanation for why a single method or activity is appropriate for all students.

A.5: The teacher creates or selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Evaluation strategies	<ul style="list-style-type: none"> The teacher's approach to evaluation is not systematic or is not appropriately aligned with instructional goals or appropriate to the students. 	<ul style="list-style-type: none"> The teacher's evaluation plan is systematic, designed to evaluate student learning that is aligned with lesson goals and appropriate to the students. 	<ul style="list-style-type: none"> The teacher's systematic plan for evaluating student learning is aligned with lesson goals and appropriate to the students. It describes how the results of the evaluation will be used for planning future instruction.

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The teacher creates a climate that promotes fairness.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Climate	<ul style="list-style-type: none"> Classroom interactions, either between teacher and students or among students, do not promote fairness. 	<ul style="list-style-type: none"> All classroom interactions reflect a sense of fairness and any obviously unfair behavior among students is not acceptable. 	<ul style="list-style-type: none"> All classroom interactions promote fairness, and fairness among students is actively encouraged.

ATTACHMENT 22-A

CLASSROOM TEACHER RUBRIC

B.2: The teacher establishes and maintains rapport with students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Rapport with students	<ul style="list-style-type: none"> The teacher either makes no attempt to establish positive interaction with students or the attempt is inappropriate or unsuccessful. 	<ul style="list-style-type: none"> The teacher establishes a generally acceptable rapport with the students. 	<ul style="list-style-type: none"> The teacher establishes rapport with students that reflects a genuine awareness of and concern for individual student backgrounds and needs.

B.3: The teacher communicates challenging learning expectations to each student.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communicating expectations	<ul style="list-style-type: none"> The teacher's learning expectations for individuals, for groups within the class, or for the class as a whole, are very low. 	<ul style="list-style-type: none"> The teacher's learning expectations for individuals, for groups within the class, or for the class as a whole, communicate that each student is capable of achievement. 	<ul style="list-style-type: none"> The teacher's learning expectations are challenging, but achievable and suitable for individuals and groups of students. The teacher actively encourages students to meet these learning goals.

B.4: The teacher establishes and maintains consistent standards of classroom behavior.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Maintaining standards	<ul style="list-style-type: none"> Standards for appropriate classroom behavior do not exist, are inappropriate, are not enforced, or the teacher's response to disruptive behavior does not demonstrate respect for the students. 	<ul style="list-style-type: none"> Standards for appropriate classroom behavior are in place; teacher attempts to handle disruptive behavior in a respectful way. 	<ul style="list-style-type: none"> Standards for appropriate behavior are in place; student behavior is consistently appropriate or disruptive behavior is successfully handled in an effective and respectful way.

B.5: The teacher makes the physical environment as safe and conducive to learning as possible.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Physical environment	<ul style="list-style-type: none"> The teacher makes poor use of the physical environment, resulting in either unsafe or inaccessible conditions or an interference with learning activities. 	<ul style="list-style-type: none"> The physical environment is safe and does not interfere with learning activities. 	<ul style="list-style-type: none"> The teacher uses the physical environment as a resource to support learning activities. The classroom is safe and learning is accessible to all students, regardless of the level of control the teacher has over the physical setting.

ATTACHMENT 22-A

CLASSROOM TEACHER RUBRIC

DOMAIN C: TEACHING FOR LEARNING

C.1: The teacher makes learning goals and instructional procedures clear to students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Learning goals and instructional procedures	<ul style="list-style-type: none"> Students receive no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson. 	<ul style="list-style-type: none"> Students receive accurate information about the learning goals and the instructional procedures. Most of the students seem to understand. 	<ul style="list-style-type: none"> Students receive accurate information about the learning goals and the instructional procedures. Students seem to fully understand the learning goals. The teacher ensures that all students, including those who may initially have trouble, understand and can carry out the instructional procedures for the lesson.

C.2: The teacher makes content comprehensible to students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Content	<ul style="list-style-type: none"> The content appears to be incomprehensible to the students or the lesson contains substantive inaccuracies. 	<ul style="list-style-type: none"> The content is accurate and appears to be comprehensible to the students. 	<ul style="list-style-type: none"> The content is accurate and appears to be comprehensible to the students. As a whole, the lesson has a logical and coherent structure.

C.3: The teacher encourages students to extend their thinking.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Extending thinking	<ul style="list-style-type: none"> Students are either discouraged to think independently, creatively, or critically or are not encouraged to extend their thinking. 	<ul style="list-style-type: none"> Students are encouraged to think independently, creatively, or critically in the context of the content being studied. 	<ul style="list-style-type: none"> Activities or strategies used are specifically designed to actively encourage students to think independently, creatively, or critically about the content being taught.

ATTACHMENT 22-A

CLASSROOM TEACHER RUBRIC

C.4: The teacher monitors students’ understanding of content through a variety of means, provides feedback to students to assist learning, and adjusts learning activities as the situation demands.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Monitoring learning	<ul style="list-style-type: none"> The teacher makes no attempt to determine whether students are understanding and gives them no feedback. 	<ul style="list-style-type: none"> The teacher monitors the students’ understanding of the content. The students receive feedback as necessary. 	<ul style="list-style-type: none"> The teacher monitors individual student’s or groups of students’ understanding of the content and makes appropriate instructional adjustments if necessary. If appropriate, students receive substantive and specific feedback.

C.5: The teacher uses instructional time effectively.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Instructional time	<ul style="list-style-type: none"> Substantial amounts of instructional time are spent on activities of little instructional value or the pacing of the lesson is inappropriate to the content and/or the students. 	<ul style="list-style-type: none"> The pacing of the lesson is appropriate for most of the students. Non-instructional procedural matters do not occupy an excessive amount of time. 	<ul style="list-style-type: none"> The teacher provides students with activities of instructional value for the entire lesson or learning activity and paces them appropriately. Any necessary non-instructional procedures are per-formed efficiently.

DOMAIN D: PROFESSIONALISM

D.1: The teacher reflects on the extent to which the learning goals were met.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Learning Goals met	<ul style="list-style-type: none"> The teacher cannot accurately identify the strengths and weaknesses of the lesson in relation to the learning goals or how the experience of teaching this lesson could be used in future instruction. 	<ul style="list-style-type: none"> The teacher accurately describes the strengths and weaknesses of the lesson in relation to the learning goals; in general terms, the teacher describes how the experience of teaching this lesson could be used in future instruction. 	<ul style="list-style-type: none"> The teacher uses specific evidence from the observed lesson to support his or her judgment of the strengths and weaknesses of the lesson in relation to learning goals and how the experience of teaching this lesson could be used in future instruction.

ATTACHMENT 22-A

CLASSROOM TEACHER RUBRIC

D.2: The teacher demonstrates a sense of efficacy.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Efficacy	<ul style="list-style-type: none"> The teacher makes no attempt to find effective approaches to address the specific learning needs of students. 	<ul style="list-style-type: none"> The teacher attempts to try effective approaches to address the specific learning needs of students, but does not display a persistence to try other possible actions that he or she has not already tried. 	<ul style="list-style-type: none"> The teacher displays a persistence to try specific, practical actions to meet the specific learning needs of students.

D.3: The teacher builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional relationships	<ul style="list-style-type: none"> The teacher demonstrates no knowledge of resources available through colleagues in the school or district or is aware of such resources, but does not attempt to use them, despite an obvious need. 	<ul style="list-style-type: none"> The teacher demonstrates knowledge of resources and attempts to consult with colleagues as needed on matters related to learning and instruction. 	<ul style="list-style-type: none"> The teacher demonstrates knowledge of resources and consults with colleagues on matters related to learning and instruction and also can provide physical evidence of collaboration with colleagues outside of his or her classroom to coordinate learning activities or address other concerns related to teaching.

D.4: The teacher communicates with parents or guardians about student learning.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication with parents and guardians	<ul style="list-style-type: none"> The teacher demonstrates no knowledge of forms of communication that can be used with parents or guardians or the teacher makes no attempt to communicate with parents or guardians, even when communication is clearly needed. 	<ul style="list-style-type: none"> The teacher demonstrates knowledge of forms of communication that he or she can use to communicate with parents or guardians of students for various purposes. 	<ul style="list-style-type: none"> The teacher demonstrates knowledge of forms of communication with parents or guardians, describes specific situations in which he or she has communicated with parents or guardians regarding specific students, and also can provide physical evidence of communication with parents or guardians.

ATTACHMENT 22-B

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

CLASSROOM TEACHER OBSERVATION FORM

Teacher: _____ Evaluator: _____

Class Observed: _____ Building: _____

Observation Dates: _____ Length of Observation: from _____ to _____

Ratings are based on the Brecksville-Broadview Heights *Teacher Rubric* located on the staff "T" drive.
A rating of "1" requires a narrative comment to explain why the rating was given.

(1) Needs Improvement

(2) Proficient

(3) Exceeds Expectations

A. ORGANIZING CONTENT KNOWLEDGE FOR LEARNING		
A.1	The teacher becomes familiar with relevant aspects of students' background knowledge and experiences.	
A.2	The teacher articulates clear learning goals for the lesson that are appropriate to the students.	
A.3	The teacher demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.	
A.4	The teacher creates or selects teaching methods, learning activities, and instructional materials/technology or other resources that are appropriate to the students and that are aligned with the goals of the lesson.	
A.4	The teacher creates or selects evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.	

COMMENTS: *[insert text, expand as needed]*

B. CREATING AN ENVIRONMENT FOR LEARNING		
B.1	The teacher creates a climate that promotes fairness.	
B.2	The teacher establishes and maintains rapport with students.	
B.3	The teacher communicates challenging learning expectations to each student.	
B.4	The teacher establishes and maintains consistent standards of classroom.	
B.5	The teacher makes the physical environment as safe and conducive to learning as possible.	

COMMENTS: *[insert text, expand as needed]*

C. TEACHING FOR LEARNING		
C.1	The teacher makes learning goals and instructional procedures clear to students.	
C.2	The teacher makes content comprehensible to students.	
C.3	The teacher encourages students to extend their thinking.	
C.4	The teacher monitors students' understanding of content through a variety of means, provides feedback to students to assist learning, and adjusts learning activities as the situation demands.	
C.5	The teacher uses instructional time effectively.	

COMMENTS: *[insert text, expand as needed]*

D. PROFESSIONALISM		
D.1	The teacher reflects on the extent to which the learning goals were met.	
D.2	The teacher demonstrates a sense of efficacy.	
D.3	The teacher builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.	
D.4	The teacher communicates with parents or guardians about student learning.	

COMMENTS: *[insert text, expand as needed]*

Evaluator's Signature _____

Date _____

Distribution: Teacher
Evaluator

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

CLASSROOM TEACHER EVALUATION REPORT

Teacher: _____

Evaluator: _____

Teaching Assignment: _____

Building: _____

Observation Dates: _____

Conference Date: _____

A. ORGANIZING CONTENT KNOWLEDGE FOR LEARNING

[insert text, expand as needed]

B. CREATING AN ENVIRONMENT FOR LEARNING

[insert text, expand as needed]

C. TEACHING FOR LEARNING

[insert text, expand as needed]

D. PROFESSIONALISM

[insert text, expand as needed]

For limited contract teachers circle one:

I do / do not recommend renewal of the limited contract

*I do / do not recommend an extended limited contract in lieu of
a continuing contract (for tenure eligible teachers)*

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

Signature by the teacher does not necessarily indicate approval by the teacher.
The teacher may submit a written response to this report.

Distribution: Teacher
Education Center

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

DOMAIN a: Planning and Preparing to Provide Services

A.1 The counselor acquires knowledge about individual students and uses information about the student’s interests, abilities, academic needs, cultural heritage, and community to assist the student in maximum growth and development.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Acquisition of Information About Individual Students	<ul style="list-style-type: none"> • Counselor does not acquire knowledge of individual students. 	<ul style="list-style-type: none"> • Counselor acquires detailed information about individual students from a variety of sources and in an ongoing manner. 	<ul style="list-style-type: none"> • Counselor acquires extensive and detailed information about individual students from a variety of sources, and in an ongoing manner.
Use of Acquired Information	<ul style="list-style-type: none"> • Counselor planning shows little or no awareness of students’ academic needs and learning styles, interests, cultural heritage and community backgrounds that would be demonstrated through the following: <ul style="list-style-type: none"> *Flexible grouping; *Activities that invite student interaction and choice; *Strategies that address various learning styles, special needs and cultural heritage; *Presentations and/or individual conferences that address strengths and gaps in student background and knowledge and skills. • There is little evidence that the counselor uses achievement data or other assessment results to plan services for students. • The counselor’s explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor clearly communicates how planning shows consideration for the students’ academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through most of the following: <ul style="list-style-type: none"> *Flexible grouping; *Activities that invite student interaction and choice; *Strategies that address various learning styles, special needs and cultural heritage; *Presentations and/or individual conferences that address strengths and gaps in student background and knowledge and skills. • Counselor uses achievement data and other assessment results to plan services to meet individual/group needs. 	<ul style="list-style-type: none"> • Counselor clearly communicates how planning incorporates consideration for the students’ academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through all of the following: <ul style="list-style-type: none"> *Flexible grouping; *Activities that invite student interaction and choice; *Strategies that address various learning styles, special needs and cultural heritage; *Presentations and/or individual conferences that address strengths and gaps in student background and knowledge and skills. • Counselor analyzes and uses achievement data and other assessment results to plan services to meet individual/group needs.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

A.2 The counselor writes clear goals that address student’s academic, career, and personal/social development and designs activities that enable all students to meet those goals.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Goals and Activities	<ul style="list-style-type: none"> The counselor does not have written goals that target students’ developmental needs. -and/or- The counselor designs activities that provide limited opportunity for students to meet the goals. 	<ul style="list-style-type: none"> The counselor writes clear and measurable goals that target all of the students’ developmental needs: academic, career, and personal/social. The counselor designs activities that are aligned to the goals and provide opportunity for students to meet the goals. 	<ul style="list-style-type: none"> The counselor writes clear and measurable goals that target all of the students’ developmental needs: academic, career, and personal/social. The counselor shares these goals with the school community. -and- The counselor designs activities that are aligned to the goals and provide opportunity for students to meet the goals.

A.3 The counselor provides feedback to students about their progress toward their developmental goals.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Feedback to students regarding progress toward developmental goals.	<ul style="list-style-type: none"> The counselor provides little to no feedback to students about their progress toward academic, career, and personal/social development goals. 	<ul style="list-style-type: none"> The counselor provides accurate and specific feedback to students about their progress toward academic, career, and personal/social development goals. 	<ul style="list-style-type: none"> The counselor provides substantive, accurate, and specific feedback to students about their progress toward academic, career, and personal/social development goals

DOMAIN B: CREATING AN ENVIRONMENT FOR PROVIDING SERVICES

B.1 The counselor creates an inclusive and caring environment in which each individual is respected and valued.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Counselor Interaction with Students	<ul style="list-style-type: none"> Counselor interactions with students are negative, demeaning, or inappropriate. 	<ul style="list-style-type: none"> Counselor interactions with all students demonstrate respect. Interactions are inclusive and appropriate. 	<ul style="list-style-type: none"> Counselor interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate
Interactions Among Individuals	<ul style="list-style-type: none"> Counselor tolerates disrespectful interactions among individuals. 	<ul style="list-style-type: none"> Counselor encourages respectful interactions among individuals and appropriately addresses any disrespectful interactions among individuals. <p>-or-</p>	<ul style="list-style-type: none"> Counselor encourages and/or reinforces positive and respectful interactions among individuals. -and- Interactions are respectful.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

		<ul style="list-style-type: none"> Interactions are respectful. 	
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B.2 The counselor establishes effective routines and procedures, maintains a safe and orderly environment, and manages transitions to maximize services to students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Routines/ Procedures	<ul style="list-style-type: none"> Counselor uses procedures for managing student groups, supplies, and equipment that result in considerable loss of time on task. Materials to supplement the goals of the counseling session are not accessible. Counselor maintains an environment where hazards exist. 	<ul style="list-style-type: none"> Counselor establishes and uses effective routines and procedures for managing student groups, supplies, and/or equipment. Materials to supplement the goals of the counseling session are accessible. Counselor acts to maintain a safe environment. 	<ul style="list-style-type: none"> Counselor establishes and uses effective routines and procedures that incorporate student responsibility for managing student groups, supplies, and/or equipment. Materials to supplement the goals of the counseling session are easily accessible. Counselor acts to maintain a safe environment.
Transitions	<ul style="list-style-type: none"> Counselor does not establish procedures for most transitions. Considerable time on task is lost. 	<ul style="list-style-type: none"> Counselor establishes and directs procedures for transitions. No time on task is lost. 	<ul style="list-style-type: none"> Counselor establishes procedures for managing seamless transitions incorporating student responsibility. No time on task is lost.

B.3 The counselor maintains professional standards of confidentiality.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Maintains professional standards of confidentiality	<ul style="list-style-type: none"> The Counselor does not model or promote ethical practices for confidential communication. 	<ul style="list-style-type: none"> The counselor models and promotes ethical practices for confidential communication. 	<ul style="list-style-type: none"> The counselor models and promotes ethical practices for confidential communication. <p style="text-align: center;">-and-</p> <ul style="list-style-type: none"> The counselor maintains adequate safeguards for privacy and confidentiality of information.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

DOMAIN C: SERVICE DELIVERY FOR DEVELOPMENT

C.1 The counselor identifies student concerns and gives guidance to the students in the selection of appropriate goals.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Identifying Concerns	<ul style="list-style-type: none"> The counselor does not elicit the nature of the student's concern. 	<ul style="list-style-type: none"> The counselor usually elicits the nature of the student's concern. 	<ul style="list-style-type: none"> The counselor competently elicits the nature of the student's concern.
Goal Setting	<ul style="list-style-type: none"> The counselor fails to provide information to students about setting appropriate goals. 	<ul style="list-style-type: none"> The counselor provides clear and accurate information about setting appropriate goals. 	<ul style="list-style-type: none"> The counselor provides clear and accurate information about setting appropriate goals and gives a rationale for doing so.

C.2 The counselor demonstrates skills and knowledge by using appropriate counseling techniques and strategies.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Techniques and Strategies	<ul style="list-style-type: none"> Counselor uses counseling strategies that are ineffective and/or inappropriate. 	<ul style="list-style-type: none"> Counselor uses counseling strategies that are effective and appropriate. 	<ul style="list-style-type: none"> Counselor uses multiple approaches and a broad range of counseling strategies that are effective and appropriate.

C.3 The counselor uses appropriate resources and techniques to disseminate information and monitors and adjusts counseling/guidance to meet individual needs.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Resources	<ul style="list-style-type: none"> The counselor provides no resource information. 	<ul style="list-style-type: none"> The counselor provides appropriate resource information. 	<ul style="list-style-type: none"> The counselor takes a leadership role in identifying and providing appropriate resource information.
Techniques	<ul style="list-style-type: none"> The counselor uses techniques to disseminate information that are not appropriate for the situation. 	<ul style="list-style-type: none"> The counselor uses appropriate techniques to disseminate information. The counselor pursues active student involvement. 	<ul style="list-style-type: none"> The counselor uses appropriate techniques to disseminate information and creates situations that challenge students to access information independently. The counselor pursues active student involvement.
Monitoring and Adjustment	<ul style="list-style-type: none"> Counselor fails to monitor or adjust activities/pacing to respond to differences in student needs. 	<ul style="list-style-type: none"> Counselor monitors and adjusts activities/pacing to respond to differences in student needs. 	<ul style="list-style-type: none"> The activities/pacing address the needs of the students. -or- Counselor invites input from students in order to monitor and adjust /activities/pacing to respond to differences in student needs.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

C.4 The counselor engages students in discourse and uses statements/thought-provoking questions to explore and extend knowledge.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Discourse	<ul style="list-style-type: none"> • Counselor permits off-topic discussions, or does not elicit student responses. 	<ul style="list-style-type: none"> • Counselor initiates and leads discourse to explore and extend knowledge. 	<ul style="list-style-type: none"> • Counselor structures and facilitates discourse between counselor and students and among students to explore and extend knowledge.
Thought-Provoking Statements and Questions	<ul style="list-style-type: none"> • Counselor frequently makes statements and/or asks questions that are inappropriate to goals of the session. • Counselor frequently does not ask follow-up questions. • Counselor frequently does not provide appropriate wait time. • Counselor answers own questions. 	<ul style="list-style-type: none"> • Counselor statements and/or asks thought-provoking questions that focus on the goals of the session. • Counselor seeks clarification through additional questions. • Counselor provides appropriate wait time. 	<ul style="list-style-type: none"> • Counselor routinely makes statements and/or asks thought-provoking questions that focus on the goals of the session. • Counselor seeks clarification and elaboration through additional questions. • Counselor provides appropriate wait time.

C.5 The counselor provides timely, constructive feedback to students about their progress toward the goals of the session, using a variety of methods, and addresses student misconceptions.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Quality-Methods and Timeliness	<ul style="list-style-type: none"> • Counselor provides insufficient and/or inaccurate feedback to students about their progress toward the goals of the session. <p style="text-align: center;">-or-</p> <ul style="list-style-type: none"> • Feedback is not provided in a timely manner. 	<ul style="list-style-type: none"> • Counselor provides accurate, specific, and timely feedback to students about their progress toward the goals of the session. • Counselor provides feedback using a variety of methods. 	<ul style="list-style-type: none"> • Counselor routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the goals of the session. • Counselor provides feedback using a variety of methods and facilitates student self-assessment.
Student Misconceptions	<ul style="list-style-type: none"> • Counselor fails to address misconceptions. 	<ul style="list-style-type: none"> • Counselor addresses misconceptions as they arise. 	<ul style="list-style-type: none"> • Counselor anticipates and addresses misconceptions.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

C.6 The counselor reflects upon the effectiveness of the intervention and uses that reflection in planning future activities.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Session Effectiveness	<ul style="list-style-type: none"> • Counselor misjudges and/or makes an inaccurate assessment of the session’s effectiveness or the extent to which instructional goals were met. <li style="text-align: center;">-or- • Counselor does not address the session observed. <li style="text-align: center;">--or- • Counselor did not submit the Evidence of Reflection form. • Counselor does not clearly communicate the explanation of the evidence. 	<ul style="list-style-type: none"> • Counselor makes an accurate assessment of the session’s effectiveness and the extent to which it achieved its goals by citing examples from the session. • Counselor clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> • Counselor makes a thoughtful and accurate assessment of the session’s effectiveness and the extent to which it achieved its goals, citing specific examples from the session, and strengths and/or weaknesses related to the goals of the session. • Counselor clearly communicates the explanation of the evidence.
Student Engagement	<ul style="list-style-type: none"> • Counselor makes an inaccurate assessment of the level of student engagement. <li style="text-align: center;">-or- • Counselor did not submit the Evidence of Reflection form. • Counselor does not clearly communicate the explanation of the evidence. 	<ul style="list-style-type: none"> • Counselor makes an accurate assessment of the level of student engagement, listing positive and negative examples of student actions. • Counselor clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> • Counselor makes a thoughtful and accurate assessment of the level of student engagement, addressing specific examples of positive and/or negative student actions. • Counselor clearly communicates the explanation of the evidence.
Future Sessions	<ul style="list-style-type: none"> • Counselor does not explain why changes may or may not be necessary. • Counselor gives up/ blames the students or environment for the students’ lack of success. <li style="text-align: center;">-or- • Counselor does not address the session observed. <li style="text-align: center;">-or- • Counselor did not submit the Evidence of Reflection form. • Counselor does not clearly communicate the explanation of the evidence. 	<ul style="list-style-type: none"> • Counselor offers appropriate explanations for why the content and/or delivery of the session would not be changed in the future. <li style="text-align: center;">-and/or- • Counselor offers appropriate explanations and specific suggestions for changes to the content and/or delivery of the session. • Counselor clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> • Counselor offers insightful explanations for why the content and/or delivery of the session would not be changed in the future. <li style="text-align: center;">-and/or- • Counselor offers insightful explanations and constructive suggestions for changes to the content and/or delivery of the session. • Counselor clearly communicates the explanation of the evidence.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

DOMAIN D: PROFESSIONALISM

D.1 The counselor tracks service delivery to students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Tracking Service Delivery	<ul style="list-style-type: none"> • Counselor does not track service delivery activities. • Counselor does not submit required records/reports. • Counselor does not clearly communicate the evidence. 	<ul style="list-style-type: none"> • Counselor shows and clearly explains methods used to track service delivery activities. • Counselor submits records/reports in a timely manner. 	<ul style="list-style-type: none"> • Counselor shows and clearly explains methods used to systematically track service delivery activities. • Counselor submits records/reports in a timely manner.

D.2 The counselor informs the family about the academic/social progress of the student, explains the counseling program, and encourages family involvement in the student's education.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Academic/Social Progress	<ul style="list-style-type: none"> • Counselor fails to communicate with the family concerning the student's academic and social progress. <p style="text-align: center;">-and/or-</p> <ul style="list-style-type: none"> • The counselor's explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor maintains ongoing communication with the family by providing information on both positive and negative aspects of the student's academic and social progress. • The counselor's explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor maintains on-going communication and promotes interactive communication with the family by providing information on both positive and negative aspects of the student's academic and social progress. • The counselor's explanation of the evidence is clearly communicated.
Counseling Program	<ul style="list-style-type: none"> • Counselor provides inadequate/incorrect or no counseling to the family about the instructional program. <p style="text-align: center;">-and/or-</p> <ul style="list-style-type: none"> • The counselor's explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor provides information to the family about the counseling program beyond that required by the school. • The counselor's explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor establishes a pattern of providing information and feedback to the family about the counseling program. • The counselor's explanation of the evidence is clearly communicated.
Encouraging Family Involvement	<ul style="list-style-type: none"> • Counselor makes few or no attempts to encourage family involvement. <p style="text-align: center;">-and/or-</p> <ul style="list-style-type: none"> • The counselor's explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor encourages family involvement in school-wide activities and in the student's learning. • The counselor's explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor creates opportunities for family involvement in school-wide activities and in the student's learning. • The counselor's explanation of the evidence is clearly communicated.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

D.3 The counselor establishes and maintains professional relationships by engaging in discourse about professional issues with colleagues and professional associates, functioning as a member of instructional leadership groups, and participating in counselor, school initiatives, and district initiatives.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Discourse About Professional Issues	<ul style="list-style-type: none"> • Counselor does not engage in discourse about professional issues. • The counselor’s explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor leads colleagues and professional associates in discourse about professional issues. • The counselor’s explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor demonstrates a pattern of initiating, leading, and engaging colleagues and professional associates in discourse about professional issues. • The counselor’s explanation of the evidence is clearly communicated.
Development and Implementation of Decisions	<ul style="list-style-type: none"> • Counselor does not implement decisions made at the school or district level. 	<ul style="list-style-type: none"> • Counselor participates in and provides support for developing and implementing decisions made at the school or district level. 	<ul style="list-style-type: none"> • Counselor provides leadership in developing and implementing decisions made at the school or district level.
Participation in School Events	<ul style="list-style-type: none"> • Counselor does not participate in required counselor /school events and committees. • The counselor’s explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor participates in multiple counselor /school events and/or committees in addition to those required. • The counselor’s explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor assumes leadership roles in multiple counselor /school events and/or committees. • The counselor’s explanation of the evidence is clearly communicated.
Participation at the District Level	<ul style="list-style-type: none"> • Counselor does not participate in district initiatives. • The counselor’s explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor participates in district initiatives and contributes to decision-making processes. The counselor disseminates information when appropriate. • The counselor’s explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor demonstrates a pattern of participation in district initiatives and contributes to decision-making processes. The counselor disseminates information when appropriate. • The counselor’s explanation of the evidence is clearly communicated.

ATTACHMENT 23-A

GUIDANCE COUNSELOR RUBRIC

D.4 The counselor improves content knowledge and counseling skills by participating in professional development activities and applying what is learned.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Obtains Content Knowledge	<ul style="list-style-type: none"> • Counselor does not participate in school/district professional development activities. 	<ul style="list-style-type: none"> • Counselor participates in school/district professional development activities, and in additional activities designed to improve content knowledge or counseling skills. 	<ul style="list-style-type: none"> • Counselor participates in school/district professional development activities, and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve content knowledge or counseling skills.
Application	<ul style="list-style-type: none"> • There is no evidence that the Counselor implements knowledge gained through professional development. • The counselor’s explanation of the evidence is not clearly communicated. 	<ul style="list-style-type: none"> • Counselor consistently implements the knowledge gained through professional development. • The counselor’s explanation of the evidence is clearly communicated. 	<ul style="list-style-type: none"> • Counselor consistently implements and applies the knowledge gained through professional development. • The counselor’s explanation of the evidence is clearly communicated.

ATTACHMENT 23-B
BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT
GUIDANCE COUNSELOR OBSERVATION FORM

Guidance Counselor: _____

Evaluator: _____

Situation Observed: _____

Building: _____

Observation Dates: _____

Length of Observation: from ____ to ____

Ratings are based on the Brecksville-Broadview Heights *Guidance Counselor Rubric* located on the staff "T" drive.
A rating of "1" requires a narrative comment to explain why the rating was given.

(1) Needs Improvement

(2) Proficient

(3) Exceeds Expectations

A. PLANNING AND PREPARING TO PROVIDE SERVICES		
	A.1	The counselor acquires knowledge about individual students and uses information about the student's interests, abilities, academic needs, cultural heritage, and community to assist the student in maximum growth and development.
	A.2	The counselor writes clear goals that address students' academic, career, and personal/social development and designs activities that enable all students to meet those goals.
	A.3	The counselor provides feedback to students about their progress toward their developmental goals.

COMMENTS: *[insert text, expand as needed]*

B. CREATING AN ENVIRONMENT FOR PROVIDING SERVICES		
	B.1	The counselor creates an inclusive and caring environment in which each individual is respected and valued.
	B.2	The counselor establishes effective routines and procedures, maintains a safe and orderly environment, and manages transitions to maximize services to students.
	B.3	The counselor maintains professional standards of confidentiality.

COMMENTS: *[insert text, expand as needed]*

C. SERVICE DELIVERY FOR DEVELOPMENT		
	C.1	The counselor identifies student concerns and gives guidance to the students in the selection of appropriate goals.
	C.2	The counselor demonstrates skills and knowledge by using appropriate counseling techniques and strategies.
	C.3	The counselor uses appropriate resources and techniques to disseminate information and monitors and adjusts counseling/guidance to meet individual needs.
	C.4	The counselor engages students in discourse and uses statements/thought-provoking questions to explore and extend knowledge.
	C.5	The counselor provides timely, constructive feedback to students about their progress toward the goals of the session, using a variety of methods, and addresses student misconceptions.
	C.6	The counselor reflects upon the effectiveness of the intervention and uses that reflection in planning future activities.

COMMENTS: *[insert text, expand as needed]*

D. PROFESSIONALISM		
	D.1	The counselor tracks service delivery to students.
	D.2	The counselor informs the family about the academic/social progress of the student, explains the counseling program, and encourages family involvement in the student's education.
	D.3	The counselor establishes and maintains professional relationships by engaging in discourse about professional issues with colleagues and professional associates, functioning as a member of instructional leadership groups, and participating in counselor, school initiatives, and district initiatives.
	D.4	The counselor improves content knowledge and counseling skills by participating in professional development activities and applying what is learned.

COMMENTS: *[insert text, expand as needed]*

Evaluator's Signature _____

Date _____

Distribution: Guidance Counselor
Evaluator

ATTACHMENT 23-C

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

GUIDANCE COUNSELOR EVALUATION REPORT

Guidance Counselor: _____ **Evaluator:** _____

Building Assignment: _____ **Building:** _____

Observation Dates: _____ **Conference Date:** _____

A. PLANNING AND PREPARING TO PROVIDE SERVICES

[insert text, expand as needed]

B. CREATING AN ENVIRONMENT FOR PROVIDING SERVICES

[insert text, expand as needed]

C. SERVICE DELIVERY FOR DEVELOPMENT

[insert text, expand as needed]

D. PROFESSIONALISM

[insert text, expand as needed]

For limited contract teachers circle one:

*I do / do not recommend renewal of the limited contract
I do / do not recommend an extended limited contract in lieu of
a continuing contract (for tenure eligible teachers)*

Evaluator's Signature _____

Date _____

Guidance Counselor's Signature _____

Date _____

Signature by the guidance counselor does not necessarily indicate approval by the guidance counselor.
The guidance counselor may submit a written response to this report.

Distribution: Guidance Counselor
 Education Center

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

DOMAIN A: PROGRAM ADMINISTRATION AND MANAGEMENT

A.1 Develops and maintains written policies and procedures on information issues (selection, challenges, acceptable use, controversial materials) reflecting legal guidelines and professional ethics.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Policies and Procedures	<ul style="list-style-type: none"> SLMS/TL is not completely familiar with board adopted policies regarding materials selection, challenges, acceptable use, and including of controversial materials. Librarian has insufficient knowledge of legal guidelines in regard to these policies. 	<ul style="list-style-type: none"> SLMS/TL is familiar with all board adopted policies regarding materials selection, challenge, acceptable use, inclusion of controversial materials. SLMS/TL follows legal guidelines in regard to these policies. 	<ul style="list-style-type: none"> SLMS/TL regularly reviews all board-adopted policies regarding materials selection, challenges, acceptable use, and including of controversial materials. Librarian actively solicits staff input in development and revision of such policies. Librarian is aware of and closely follows and interprets legal guidelines regarding such issues.

A.2 Establishes effective routines and procedures in order to maintain an inclusive and caring library media center environment that is conducive to learning.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Routines and procedures for effective environment	<ul style="list-style-type: none"> SLMS/TL does not establish procedures and routines that effectively manage student groups, library materials, and/or equipment. The environment of the media center does not foster and support productive and focused learning. 	<ul style="list-style-type: none"> SLMS/TL establishes and uses effective routines and procedures for managing student groups, library materials, and/or equipment that create a productive and welcoming atmosphere. 	<ul style="list-style-type: none"> SLMS/TL establishes and uses effective routines and procedures that incorporate managing student groups, library materials, and/or equipment. The environment stimulates and supports productive and focused learning.

A.3 Establishes and maintains consistent standards of media center behavior that are conducive to learning.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Student interactions and behavioral expectations	<ul style="list-style-type: none"> SLMS/TL's interactions with students are generally appropriate but at times negative. Behavioral expectations and rules for conduct are not clearly communicated. 	<ul style="list-style-type: none"> SLMS/TL's interactions with students demonstrate respect. Interactions are inclusive and appropriate. Behavioral expectations and rules for conduct are communicated and published for students. 	<ul style="list-style-type: none"> SLMS/TL's interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate. Behavioral expectations and rules for conduct are clearly articulated and published in the student handbook.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

A.4 The Implements effective methods of circulation and maintenance of all materials and instructional equipment to assure optimum use.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Circulation and maintenance of materials/equipment	<ul style="list-style-type: none"> • SLMS/TL does not maintain or organize circulation records. Librarian is not proficient at utilizing all the features of the current library automation software system. The collection of materials is not regularly inventoried or weeded. Equipment repair issues are not addressed. 	<ul style="list-style-type: none"> • SLMS/TL organizes circulation records and procedures in compliance with school policy. Librarian utilizes most features of current library automation/circulation software. Materials and equipment are inventoried and weeded occasionally. Equipment repair is handled adequately. 	<ul style="list-style-type: none"> • Librarian organizes circulation records and procedures in compliance with school policy. Librarian expertly utilizes all features of current library automation/circulation software. Materials and equipment are inventoried and weeded on a regular basis. A procedure for timely repair of equipment is utilized regularly.

A.5 Organizes reports, budgets, policies and circulation according to district policy.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Reports, budgets, policies and circulation	<ul style="list-style-type: none"> • SLMS/TL rarely or never prepares reports for the principal and administration. District and building budget procedures are not closely followed. Allocation of the library budget is not closely mapped to curricular needs. Deadlines for spending are not followed consistently. 	<ul style="list-style-type: none"> • SLMS/TL sometimes prepares reports for the principal and administration. District and building budget policies are followed adequately and spending deadlines are followed. Allocation of the media budget is mapped in general to curricular needs. 	<ul style="list-style-type: none"> • SLMS/TL complies with district and school budget policies and consistently meets deadlines for spending. Allocation of library funds is closely mapped to curricular needs. Librarian prepares and disseminates clear and effective reports for the principal and administration on a regular basis.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

DOMAIN B: COLLECTION DEVELOPMENT AND CURRICULAR SUPPORT

B.1 Collaboratively develops, evaluates, and maintains a well-balanced collection to support curriculum, reflect students’ interests, and meet diverse needs of learners.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Collection development	<ul style="list-style-type: none"> SLMS/TL does not seek input from staff and students for collection development purposes. SLMS/TL makes minimal effort to provide a balanced resource collection. SLMS/TL makes some effort to provide for a current and relevant collection. 	<ul style="list-style-type: none"> SLMS/TL seeks input from staff and students for collection development purposes. SLMS/TL makes available a balance of resource types for students to use for research and other studies. SLMS/TL is aware of collection needs and selects resources accordingly to provide a current and relevant collection. 	<ul style="list-style-type: none"> SLMS/TL actively seeks input from faculty and students regarding resources to be purchased for the collection. SLMS promotes and makes available a balanced collection of a variety of resource types that support the curriculum, foster life-long learning, and provide for personal pursuits. SLMS maps collection to curriculum and continuously monitors and provides for a contemporary and relevant collection in each subject area.

B.2 Provides flexible and equitable access to information, ideas, and resources for learning and personal interests during and beyond the school day as much as is possible.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Access to information	<ul style="list-style-type: none"> SLMS/TL does not effectively use an online public access catalog (OPAC) to make media resources available to staff and students. SLMS does not make media center resource or media center services easily accessible during and beyond the school day. Interlibrary loan is not facilitated within the district or with public and college library systems. 	<ul style="list-style-type: none"> SLMS/TL provides and maintains an all inclusive online public access catalog (OPAC) which is networked and accessible within and outside of the media center. SLMS/TL makes all Media Center resources accessible within the school, the district, and the community. Interlibrary loan is utilized within the district, the public and college library systems. The media center is accessible to students during the school day. 	<ul style="list-style-type: none"> SLMS/TL actively provides, maintains, and promotes an all inclusive online public access catalog (OPAC) which is networked and accessible within and outside of the media center. SLMS/TL actively, effectively, and continually promotes all Media Center resources and makes them optimally accessible within the school, the district, and the community. Interlibrary loan is actively utilized within the district, the public and college library systems. The media center is openly accessible to students as much as possible during and beyond the school day.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

B.3 Organizes, arranges, and promotes all resources to provide easy access and encourage use.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Resources for easy access	<ul style="list-style-type: none"> Books and other media center resources are not organized effectively and access to materials is compromised. Promotional activities and displays are seldom arranged. An accurate shelf list and inventory is not maintained. 	<ul style="list-style-type: none"> Most resources are organized in a manner to make them easily accessible to students and staff members. Promotional displays and thematic activities are regularly arranged. A shelf list and inventory is maintained. 	<ul style="list-style-type: none"> All resources are efficiently organized to provide maximum access to staff and students. Attractive promotional displays and thematic activities are arranged to market media center materials. An accurate shelf list and inventory is continually maintained and evaluated.

B.4 Clearly communicates mission, goals, programs, and functions of the media center through a variety of venues.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication of mission	<ul style="list-style-type: none"> SLMS/TL does not regularly communicate to promote and inform the staff, students, and community of the Media Center's programs, functions, mission, and goals. SLMS/TL is not an active advocate the resources and services of the media center program. 	<ul style="list-style-type: none"> SLMS/TL communicates through a variety of venues to promote and inform the staff, students, and community of the Media Center's programs, functions, mission, and goals. SLMS/TL works to advocate the resources and services of the media center program. 	<ul style="list-style-type: none"> SLMS/TL communicates creatively and effectively through a variety of venues to promote and inform the staff, students, and community of the Media Center's programs, functions, mission, and goals. SLMS/TL is an active and positively vocal advocate of the media center program.

B.5 Uses current standard methods of cataloguing and circulating media center materials.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Cataloguing and circulating materials	<ul style="list-style-type: none"> SLMS/TL classifies and catalogs all media center resources but is rarely consistent in using standard acceptable methods. SLMS/TL does not keep current with library automation software modules. New materials are not processed in a timely fashion. 	<ul style="list-style-type: none"> SLMS/TL classifies and catalogs all media center materials according to current standards of the ALA guidelines and current software in place. SLMS/TL is proficient at utilization of current library management/automation software system. Materials are processed in a timely fashion. 	<ul style="list-style-type: none"> SLMS/TL classifies and catalogs all media center materials according to current standards of the ALA guidelines and specifications of the current software in place. The SLMS is a proactive leader in utilization of library management/automation software system. Materials are immediately available to be accessed by staff and students.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

DOMAIN C: TEACHING FOR LEARNING

C.1 Acquires and utilizes knowledge of the ACS for all curricular areas. Integrates information, media, and technology literacy into the curriculum across all grade levels and content areas as detailed in the BBHCS D Media Centers’ COS and ODE Guidelines for Effective School Libraries.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Integration of information across curricular areas	<ul style="list-style-type: none"> SLMS/TL does not acquire sufficient information about the Academic Content Standards for each curricular area and grade level and does not regularly incorporate the principles of the Media Center Course of Study into the curricular areas. 	<ul style="list-style-type: none"> SLMS/TL acquires detailed information about the Academic Content Standards for each curricular area and grade level and regularly incorporates the principles of the Media Center Course of Study into each of these areas on a regular basis. 	<ul style="list-style-type: none"> SLMS/TL acquires extensive and detailed information about the Academic Content Standards for each curricular area and grade level and regularly and consistently incorporates the principles of the Media Center Course of Study into every curricular area in an ongoing manner.

C.2 Collaborates with teachers to implement standards-based instruction for students, individuals and/or groups.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Collaboration	<ul style="list-style-type: none"> SLMS/TL does not consult or communicate regularly or effectively with the curricular area teachers. Lessons are not collaboratively designed and are not clearly articulated or aligned correctly with the standards. Standards for the curricular area and the media component are not adequately identified or addressed. Activities designed fall short of achieving the goals of the lesson. 	<ul style="list-style-type: none"> SLMS/TL works to consult and communicate with teachers in all curricular areas before designing and writing lesson plans. Collaborative lessons are designed with clear instructional objectives that are aligned with the standards. Standards for the curricular lesson and the media center component are generally identified and activities to address these components and are designed to achieve the goals of the lesson. 	<ul style="list-style-type: none"> SLMS/TL effectively and regularly consults and communicates with teachers in all curricular areas before designing and writing lesson plans. Collaborative lessons are designed with clear instructional objectives that are aligned with the standards. Standards for the curricular lesson and the media center component are correctly identified. Creative and diverse activities geared to the learning style and abilities of the student group are designed to ensure achievement of the goals of the lesson.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

C.3 Ensures that learning goals and instructional procedures are clear to students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Learning goals and instructional procedures	<ul style="list-style-type: none"> SLMS/TL selects and designs instructional goals with activities that set expectations but are not clearly focused on meeting standards within the curriculum. Learning goals are not clearly articulated to students. Librarian does not make clear connections the ODE Library Guidelines and the Media COS. 	<ul style="list-style-type: none"> SLMS/TL designs and writes lesson plans with clear instructional goals. Goals are articulated to students in a clear fashion. Activities are planned that establish high expectations for student performance and provide opportunities for students to make continuous progress toward meeting the standards-based learning goals. Curricular connections are made to the ODE Library Guidelines and the Media COS. 	<ul style="list-style-type: none"> SLMS/TL designs and writes lesson plans with clear and measurable instructional objectives that are aligned with the standards. These goals are clearly and logically articulated to students at the onset of the lesson. Instructional goals are coordinated with activities that establish high expectations for student performance and provide opportunities for students to make continuous progress toward meeting or exceeding standards. Curricular connections are consistently made to ODE Library Guidelines and the Media COS.

C.4 Encourages and engages students in reading, viewing, and listening for enjoyment, enrichment, and understanding.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Engaging students	<ul style="list-style-type: none"> SLMS/TL provides reading materials for staff and students. SLMS/TL does not routinely assist students and staff in selection of reading materials. Promotional activities regarding reading and literature are not planned. SLMS/TL is not involved in suggestion of supplemental reading materials to staff members. 	<ul style="list-style-type: none"> SLMS/TL selects and provides appropriate reading materials for students. SLMS/TL assists students and staff in selection of reading materials based on individual needs. SLMS provides opportunities for reading activities using different techniques. SLMS/TL assists teachers in selection of supplemental reading materials. 	<ul style="list-style-type: none"> SLMS/TL selects and provides a variety of quality age-appropriate reading material for students. SLMS/TL actively assists students and staff in the selection or reading material based on abilities, reading level, interests, and information needs. SLMS/TL creatively and continually facilitates reading activities using a wide array of activities. SLMS/TL continually assists teachers in selection of high-quality literature to supplement and enrich their curricular studies.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

C.5 Supports diverse learning abilities, styles, and individual needs. Fosters individual and collaborative inquiry.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Diverse learning and inquiry	<ul style="list-style-type: none"> SLMS/TL's lessons, planning, and interactions with students do not demonstrate a clear awareness of students' academic needs, learning styles, interests, heritage, and community backgrounds. SLMS/TL's does not utilize a variety of effective techniques to foster individual and collaborative inquiry for learning. 	<ul style="list-style-type: none"> SLMS/TL utilizes lessons, planning and interactions with students that demonstrate awareness of students' academic needs and learning styles, interests, heritage, and community backgrounds. SLMS/TL implements activities that invite student interaction and choice, strategies that address various learning styles and special needs, instruction that addresses strengths and weaknesses in student background knowledge and skills. 	<ul style="list-style-type: none"> SLMS/TL clearly utilizes lessons, planning, and interactions with students that demonstrate astute awareness of students' academic needs and learning styles, interests, heritage, and community backgrounds. SLMS/TL utilizes a variety of effective activities that invite student interaction and choice, strategies that address various learning styles and special needs, instruction that addresses strengths and weaknesses in student background knowledge and skills.

C.6 Uses a variety of techniques to assess student achievement, provides constructive feedback, and reflects upon the effectiveness of a project or lesson.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Student achievement	<ul style="list-style-type: none"> Assessment criteria and/or performance standards are not clearly communicated to students. Task-specific criteria are not clearly articulated to students for achievement of the various performance levels. Inadequate methods are utilized for assessing student achievement. Lessons are not revised and reviewed based on assessment results. 	<ul style="list-style-type: none"> SLMS/TL communicates assessment criteria and/or performance standards to students. SLMS/TL communicates the task-specific criteria for various performance levels. SLMS/TL evaluates student achievement using a variety of methods and revises lessons accordingly. 	<ul style="list-style-type: none"> SLMS/TL clearly and accurately communicates assessment criteria and/or performance standards to students. SLMS/TL communicates the task-specific criteria for various performance levels. SLMS/TL utilizes a variety of tools to assess student achievement and revises lessons accordingly.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

DOMAIN D: PROFESSIONALISM

D.1 Communicates with staff and school community to inform them of new and existing resources as well as policies, events, and activities organized and offered through the media center.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication	<ul style="list-style-type: none"> SLMS/TL minimally communicates with staff, students, and the community of the school area, to inform and promote the media center's resources and services. Communications lack variety and do not address all of the stakeholders of the school community served by the media program. 	<ul style="list-style-type: none"> SLMS/TL regularly communicates with staff, students, and the community of the school area, to inform and promote the resources, activities, and services of the media center. Communications are varied in content, intent, and address the various stakeholders served by the media program. 	<ul style="list-style-type: none"> SLMS/TL creatively, effectively, and regularly communicates with students, staff, and the community in general to inform and promote the variety of new and existing media center resources, activities, and services. Communications are creative and varied in content, intent, and adapted to a variety of audiences served by the media center.

D.2 Provides flexible and equitable access to information, ideas, and resources for learning and personal interests during and beyond the school day as much as is possible.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Resources for flexible and equitable access	<ul style="list-style-type: none"> SLMS/TL does not maintain an effective virtual library presence (Media Center Web Page) to maximize access to media center resources. Media Center resources and services are not actively promoted. The media center is open and available to staff and students during the school day. The environment of the media center is not positive and welcoming. 	<ul style="list-style-type: none"> SLMS/TL utilizes and promotes use of a virtual library presence (Media Center Web Page) to maximize access to media center resources. Media Center resources and services are actively promoted regularly. The media center is open and available to staff and students as much as is possible during and beyond the school day. A positive and welcoming media center environment is maintained. 	<ul style="list-style-type: none"> SLMS/TL effectively utilizes and promotes use of an effective and useful virtual library presence (Media Center Web Page) to maximize access to media center resources. Media Center resources and services are actively and creatively promoted regularly. The media center is open and available to staff and students as much as is possible during and beyond the school day. A positive and welcoming media center environment is continually maintained.

ATTACHMENT 24-A

MEDIA SPECIALIST RUBRIC

D.3 Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional relationships to coordinate learning activities	<ul style="list-style-type: none"> SLMS/TL does not follow a consistent pattern of initiating and engaging other staff members in a discourse about professional issues and integrated student learning opportunities. SLMS/TL does not consistently connect classroom application of knowledge gained through integration of the media program and resources into the curriculum. 	<ul style="list-style-type: none"> SLMS/TL demonstrates a consistent pattern of initiating, leading, and engaging other staff members in discourse about professional issues and integrated student learning opportunities. SLMS/TL implements and describes classroom applications of knowledge gained through integration of the media program and resources into the curriculum. 	<ul style="list-style-type: none"> SLMS/TL demonstrates an active, effective, and consistent pattern of initiating, leading, and engaging other staff members in discourse about professional issues and integrated student learning opportunities. SLMS/TL consistently implements and describes classroom applications of knowledge gained through integration of the media program and resources into the curriculum.

D.4 Offers regular in-service opportunities to staff members regarding effective utilization and features of all types of library media resources and available technology.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
In-service opportunities	<ul style="list-style-type: none"> SLMS/TL exhibits minimal effort at arranging regular in-service activities to staff members that are geared toward the various curricular areas. Demonstrations of optimum use of the available technology and media center resources are not effectively conducted. Curricular connections to resources and units of study are not strongly stressed. 	<ul style="list-style-type: none"> SLMS/TL arranges a variety of in-service activities to staff members geared toward each curricular area. Effective utilization of technology and optimum use of all available resources are stressed by demonstrating practical integration of these tools into the various curricular areas and units of study. 	<ul style="list-style-type: none"> SLMS/TL actively and regularly arranges a variety of in-service activities to staff members geared toward each curricular area. Effective utilization of technology and optimum use of all available resources are stressed by demonstrating practical integration of these tools into the various curricular areas and units of study.

ATTACHMENT 24-B

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

MEDIA SPECIALIST OBSERVATION FORM

Media Specialist: _____ Evaluator: _____

Situation Observed: _____ Building: _____

Observation Dates: _____ Length of Observation: from _____ to _____

Ratings are based on the Brecksville-Broadview Heights *Media Rubric* located on the staff "T" drive.
A rating of "1" requires a narrative comment to explain why the rating was given.

(1) Needs Improvement

(2) Proficient

(3) Exceeds Expectations

A. PROGRAM ADMINISTRATION AND MANAGEMENT		
A.1	Develops and maintains written policies and procedures on information issues (selection, challenges, intellectual freedom, acceptable use, confidentiality) reflecting legal guidelines and professional ethics.	
A.2	Establishes effective routines and procedures in order to maintain an inclusive and caring library media center environment that is conducive to learning.	
A.3	Establishes and maintains consistent standards of media center behavior that are conducive to learning.	
A.4	Implements effective methods of circulation and maintenance of all materials and instructional equipment to assure optimum use.	
A.5	Organizes reports, budgets, policies and circulation according to district policy.	

COMMENTS: *[insert text, expand as needed]*

B. COLLECTION DEVELOPMENT AND CURRICULAR SUPPORT		
B.1	Collaboratively develops, evaluates, and maintains a well-balanced collection to support curriculum, reflect students' interests, and meet diverse needs of learners.	
B.2	Provides flexible and equitable access to information, ideas, and resources for learning and personal interests during and beyond the school day as much as is possible.	
B.3	Organizes, arranges, and promotes all resources to provide easy access and encourage use.	
B.4	Clearly communicates mission, goals, programs, and functions of the media center through a variety of venues.	
B.5	Uses current standard methods of cataloguing and circulating media center materials.	

COMMENTS: *[insert text, expand as needed]*

C. TEACHING FOR LEARNING		
C.1	Acquires and utilizes knowledge of the ACS for all curricular areas. Integrates information, media, and technology literacy into the curriculum across all grade levels and content areas as detailed in the BBHCSD Media Centers' COS and ODE Guidelines for Effective School Libraries.	
C.2	Collaborates with teachers to implement standards-based instruction for students, individuals and/or groups.	
C.3	Models and promotes creative, facilitative, effective, and collaborative teaching.	
C.4	Ensures that learning goals and instructional procedures are clear to students.	
C.5	Encourages and engages students in reading, viewing, and listening for enjoyment, enrichment, and understanding.	
C.6	Supports diverse learning abilities, styles, and individual needs. Fosters individual and collaborative inquiry.	
C.7	Uses a variety of techniques to assess student achievement, provides constructive feedback, and reflects upon the effectiveness of a project or lesson.	

COMMENTS: *[insert text, expand as needed]*

ATTACHMENT 24-B

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

MEDIA SPECIALIST OBSERVATION FORM

D. PROFESSIONALISM		
D.1	Communicates with staff and school community to inform them of new and existing resources as well as policies, events, and activities organized and offered through the media center.	
D.2	Provides flexible and equitable access to information, ideas, and resources for learning and personal interests during and beyond the school day as much as is possible.	
D.3	Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.	
D.4	Offers regular in-service opportunities to staff members regarding effective utilization and features of all types of library media resources and available technology.	

COMMENTS: *[insert text, expand as needed]*

Evaluator's Signature _____

Date _____

ATTACHMENT 24-C

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

MEDIA SPECIALIST EVALUATION REPORT

Media Specialist: _____ Evaluator: _____

Building Assignment(s): _____ Building: _____

Observation Dates: _____ Conference Date: _____

A. PROGRAM ADMINISTRATION AND MANAGEMENT

[insert text, expand as needed]

B. COLLECTION DEVELOPMENT AND CURRICULAR SUPPORT

[insert text, expand as needed]

C. TEACHING FOR LEARNING

[insert text, expand as needed]

D. PROFESSIONALISM

[insert text, expand as needed]

For limited contract teachers circle one:

I do / do not recommend renewal of the limited contract

*I do / do not recommend an extended limited contract in lieu of
a continuing contract (for tenure eligible teachers)*

Evaluator's Signature _____

Date _____

Media Specialist's Signature _____

Date _____

Signature by the media specialist does not necessarily indicate approval by the media specialist.
The media specialist may submit a written response to this report.

Distribution: Media Specialist
Education Center

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

DOMAIN A: PLANNING AND PREPARING FOR LEARNING

A.1: The school psychologist uses strategies to clarify and identify the problem and target behaviors.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Clarification	<ul style="list-style-type: none"> The school psychologist does not provide strategies or data to clarify/identify academic and/or behavioral concerns. There is no input or direction from the school psychologist or recommendations do not match existing concerns. 	<ul style="list-style-type: none"> The school psychologist acquires strategies and data to clarify/identify academic and behavioral concerns and prioritizes those concerns Data/documentation is collected from teachers and/or the referring party. 	<ul style="list-style-type: none"> The school psychologist acquires strategies and data to clarify/identify academic and behavioral concerns. A written document reflecting concerns is generated from the referring party.
Collaborative Problem Solving	<ul style="list-style-type: none"> The school psychologist does not communicate problem situations or definitions remain vague. Target behaviors, representing the level of performance the student will need to reach to meet expectations, are not specified. 	<ul style="list-style-type: none"> The school psychologist communicates problem situations in observable and measurable terms. Target behaviors are identified that represent the level of performance the student will need to reach to meet expectations. 	<ul style="list-style-type: none"> The school psychologist communicates in observable and measurable terms. The school psychologist asks guiding questions to help the team prioritize problems/behaviors to address target behaviors. Interventions and assessment procedures are identified to allow the student access to the general curriculum.

A.2: The school psychologist engages in systematic problem analysis, considering appropriate ecological variables (e.g., instructional level, classroom variables, attendance).

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Problem Analysis	<ul style="list-style-type: none"> The school psychologist demonstrates limited knowledge in analyzing how or why the problem situation is occurring. 	<ul style="list-style-type: none"> The school psychologist guides the team to determine why the problem situation is occurring including consideration of the skills and behaviors of the child, his or her teacher, and the environmental context in which the problem situation is occurring. 	<ul style="list-style-type: none"> The school psychologist guides the team to obtain measurable data in order to identify why the problem situation is occurring including consideration of the skills and behaviors of the child, his or her teacher, and the environmental context in which the problem situation is occurring. He or she summarizes team decision-making frequently throughout the meeting in the interest of making the problem-solving process clear.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

A.3: The school psychologist demonstrates an awareness of resources and processes for referral to community and other agencies.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Awareness of Resources	<ul style="list-style-type: none"> The school psychologist makes little or no effort to identify outside resources and processes for referral to community and other agencies. 	<ul style="list-style-type: none"> The school psychologist demonstrates an awareness of commonly used community agencies/resources and maintains a record of referral information, including phone numbers, contact person, and population served. 	<ul style="list-style-type: none"> The school psychologist systematically maintains a record of commonly used community resources/agencies and is able to share this information with key stakeholders in a timely manner. The school psychologist will contact the community resource/agency person to share information (with consent) and work cooperatively.
Facilitating Referrals	<ul style="list-style-type: none"> The school psychologist does not maintain a record of widely used community resources and agencies and is unaware of procedures for referral to commonly used agencies/resources. 	<ul style="list-style-type: none"> The school psychologist readily shares resources with concerned key stakeholders and assists in implementing the referral process. 	<ul style="list-style-type: none"> The school psychologist provides this information to concerned key stakeholders and assists in expediting referrals to various resources/agencies.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The school psychologist uses effective oral communication strategies (e.g., genuineness, listening, empathy, paraphrasing, questioning, handling conflict) and written communication strategies.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Oral Communication	<ul style="list-style-type: none"> The school psychologist uses ineffective oral communication strategies (e. g., genuineness, listening, empathy, paraphrasing, questioning, handling conflict) in day-to-day activities with key stakeholders. He or she gives poorly stated or inaccurate information that leads to misunderstandings by key stakeholders. 	<ul style="list-style-type: none"> The school psychologist uses effective communication strategies (e. g., genuineness, listening, empathy, paraphrasing, questioning, handling conflict) consistently in day-to-day activities with key stakeholders. Information can easily be understood by key stakeholders. 	<ul style="list-style-type: none"> The school psychologist uses appropriate and effective communication strategies (e.g., genuineness, listening, empathy, paraphrasing, questioning, handling conflict) and provides rationale for the use of these strategies. The school psychologist uses these skills consistently in day-to-day activities with key stakeholders. Information is well stated, accurate, clear, and concise and lends itself to easy understanding by key stakeholders.
Written Communication	<ul style="list-style-type: none"> The school psychologist uses written communication strategies that are difficult to understand and do not allow for easy comprehension by key stakeholders. The school psychologist does not make use of technology to convey information. 	<ul style="list-style-type: none"> The school psychologist uses a range of written communication strategies that are clear, concise, and effective. The school psychologist uses technology to convey information to key stakeholders. 	<ul style="list-style-type: none"> The school psychologist uses a range of written communication strategies that are clear, concise, and effective and consistently uses technology to convey information to key stakeholders. The school psychologist is proficient in the use of technology and can use technological tools to enhance information flow.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

B.2: The school psychologist participates in intervention planning and collaborates with the team to establish procedures for monitoring progress, when problem-solving as a team (e.g., Intervention Assistance Team, 504 Accommodation Plan Team, Behavior Plan Team).

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Intervention Planning	<ul style="list-style-type: none"> The school psychologist makes little or no attempt to establish procedures to work with a team to develop an intervention plan. 	<ul style="list-style-type: none"> The school psychologist establishes and uses effective routines and procedures to be able to work with a team to develop an intervention plan. A list of possible intervention strategies is generated but not fully documented. 	<ul style="list-style-type: none"> The school psychologist establishes and uses effective routines and procedures to be able to work with a team to develop an intervention plan. A list of possible intervention strategies is generated and documented.
Teaming	<ul style="list-style-type: none"> The school psychologist does not establish procedures for team decision-making. An intervention plan is created that fails to define the responsibilities and roles for individuals and the timeline for implementation and monitoring progress. 	<ul style="list-style-type: none"> The school psychologist participates within the team and helps with decision-making. A written intervention plan defines the responsibilities and roles for all individuals and the timeline for implementation and monitoring progress. Documentation for the plan and team members' activities is completed. 	<ul style="list-style-type: none"> The school psychologist participates within the team and helps in the clarification and decision-making process. A written intervention plan defines the responsibilities and roles for all individuals and the timeline for implementation and monitoring progress. Documentation for the plan and team members' activities is completed and available to participants.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

Standard B.3: The school psychologist demonstrates awareness and application of federal rules and regulations (including FERPA, Section 504, IDEA and 99-457) and State Standards of Education.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
<p>Monitoring of Student Behavior Knowledge of Federal and State Rules</p>	<ul style="list-style-type: none"> • The school psychologist demonstrates little or no knowledge of specific federal and state rules. He or she is not aware of the requirements of informed consent, confidentiality, and due process. • The school psychologist is not able to discuss the essential concepts of IDEA. 	<ul style="list-style-type: none"> • The school psychologist refers to specific federal and state rules verbally and in writing, using appropriate terms when needed in public and nonpublic school settings (across a wide range of ages and disability conditions). He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. • The school psychologist is able to discuss the essential concepts of IDEA including the definition of LRE and FAPE. 	<ul style="list-style-type: none"> • The school psychologist refers to specific federal and state rules verbally and in writing, using appropriate terms when needed in public and nonpublic school settings (across a wide range of ages and disability conditions). He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. The school psychologist is able to discuss the essential concepts of IDEA including the definition of LRE and FAPE.
<p>Advocacy</p>	<ul style="list-style-type: none"> • The school psychologist fails to follow the ethical guidelines of his or her professional organization. 	<ul style="list-style-type: none"> • The school psychologist is aware and follows the ethical guidelines of his or her professional organization and is able to provide supporting evidence of ethical practice and child advocacy. 	<ul style="list-style-type: none"> • The school psychologist is aware and follows ethical guidelines of his or her professional organization and is able to discuss and provide supporting evidence of ethical practice and child advocacy.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

DOMAIN C: TEACHING FOR LEARNING

C1: The school psychologist, with the problem-solving team, considers interventions and their outcomes and is guided by a problem-solving approach when planning assessment.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Sequential Problem Solving	<ul style="list-style-type: none"> The school psychologist communicates little or nothing to a sequential problem-solving approach to clarify/identify academic and behavioral concerns and to analyze how and why they are occurring. Interventions were not developed and monitored. 	<ul style="list-style-type: none"> The school psychologist, with the problem-solving team, clearly and accurately communicates a sequential problem-solving approach in which academic and behavioral concerns are clarified/identified and analyzed as to how and why they may be occurring. Interventions are suggested but not thoroughly discussed as part of the intervention planning. 	<ul style="list-style-type: none"> The school psychologist, with the problem-solving team, clearly and accurately communicates a sequential problem-solving approach in which academic and behavioral concerns are clarified/identified and analyzed as to how and why they may be occurring. Organized documentation of interventions (i.e., who did what by when) and their outcomes are used for intervention planning. The school psychologist guides the teacher through the problem-solving model.
Instructional Directions and Procedures Assessment Linked to Intervention	<ul style="list-style-type: none"> The school psychologist uses a limited array of assessment tools. Each student is assessed in the same manner regardless of his or her unique needs. Assessment is not linked to subsequent intervention strategies and/or Individualized Education Program (I.E.P.) goals and objectives. 	<ul style="list-style-type: none"> The school psychologist clearly uses assessment tools based upon the unique needs of the student. Assessment activities are linked to subsequent intervention strategies and/or Individualized Education Program (I.E.P.) goals and objectives. 	<ul style="list-style-type: none"> The school psychologist clearly and accurately uses assessment tools that are based upon the unique needs of the student. Assessment activities are linked to subsequent intervention strategies and/or Individualized Education Program (I.E.P.) goals and objectives.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

C.2: The school psychologist considers classroom and instructional variables, cultural and family variables, and other contributing factors in assessment. He or she demonstrates technical proficiency in selecting, administering, and interpreting assessment instruments.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Instructional Strategies & Content Knowledge Contributing Factors	<ul style="list-style-type: none"> The school psychologist makes little or no effort to consider classroom and instructional variables, cultural and family variables, and other contributing factors in assessment. Assessment occurs in a vacuum. 	<ul style="list-style-type: none"> The school psychologist considers and can discuss classroom variables and instructional variables relevant to the student when gathering and interpreting assessment data. Cultural variables and family variables are considered in assessment. 	<ul style="list-style-type: none"> The school psychologist documents and can discuss classroom variables, and instructional variables relevant to the student when gathering and interpreting assessment data. Cultural variables and family variables are considered in assessment. A hypothesis regarding any academic and/or social target behaviors is developed through a functional behavioral assessment as needed.
Valid Assessment and Interpretation	<ul style="list-style-type: none"> The school psychologist uses the same assessment instrument for all children regardless of their age, cultural, primary language, and suspected disability. He or she administers the assessment in a haphazard and non-standardized fashion. The school psychologist offers no interpretation of the results. 	<ul style="list-style-type: none"> The school psychologist selects an assessment instrument that is valid, given the age, culture, primary language, and suspected disability of the child. He or she administers the assessment instrument(s) in a standardized fashion and is able to discuss the limitations of the instrument, when asked. 	<ul style="list-style-type: none"> The school psychologist selects one or more assessment instruments to enhance the validity of their evaluation, given the age, culture, primary language, and suspected disability of the child. He or she administers the assessment instrument(s) in a standardized fashion and provides an accurate interpretation. The school psychologist discusses and includes a written statement regarding the limitations of the instrument in cases where validity or reliability is in question.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

C.3: The school psychologist participates as a team member with parents and school personnel after the team completes a Multi-factored Evaluation (MFE). He or she participates as a member of the I.E.P./Services Plan team, when an initial I.E.P./Services Plan is developed and at the request of the parent or I.E.P. team.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Conceptual Understanding Conferencing	<ul style="list-style-type: none"> • The school psychologist briefly attends a conference with parent/guardian after completing a MFE. Appropriate forms are not completed and no information is provided. • The school psychologist does not contribute all appropriate information to the I.E.P. team in a clear, professional manner. 	<ul style="list-style-type: none"> • The school psychologist facilitates a conference with parent/guardian after completing a MFE. He or she is prepared with appropriate forms completed. Assessment information is reviewed. 	<ul style="list-style-type: none"> • The school psychologist facilitates a conference with parent/guardian and school personnel after completing a MFE. He or she is prepared with appropriate forms completed. Assessment information is reviewed and questions are answered thoroughly in understandable terms. • The school psychologist contributes appropriate information to the I.E.P. team in a clear, professional manner.
Extension of Thinking Contributing to I.E.P.	<ul style="list-style-type: none"> • The school psychologist does not contribute to the development of the initial I.E.P. No consultation with members of the I.E.P. team is provided. 	<ul style="list-style-type: none"> • The school psychologist contributes to the development of the initial I.E.P. when appropriate. He or she provides consultation, but no written information, to I.E.P. team members. Information generated by the school psychologist through his or her part of the MFE assists the I.E.P. team in determining appropriate goals and objectives for each student. 	<ul style="list-style-type: none"> • The school psychologist does not necessarily write the initial I.E.P., but contributes his or her expertise through consultation and written information with the I.E.P. team member(s) based on the needs of each individual student. • The school psychologist's contribution to the MFE identifies strengths, educational needs, and implications for instruction that guide the writing of an I.E.P.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

C.4: The school psychologist uses appropriate group or individual counseling techniques and behavior planning. He or she assesses and modifies plans as needed.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Discourse Counseling and Behavior Planning	<ul style="list-style-type: none"> The school psychologist makes little or no effort to assist in developing counseling or behavior plans for students. 	<ul style="list-style-type: none"> The school psychologist assists teams with developing counseling plans and assists teams in writing behavior plans for students, based on identified needs relating to a disability or school adjustment (using baseline and/or intervention data). 	<ul style="list-style-type: none"> The school psychologist develops and implements counseling plans and assists team members to understand the student's needs relating to a disability or school adjustment issue.
Progress Monitoring	<ul style="list-style-type: none"> The school psychologist does not complete progress reports and regularly scheduled reviews for counseling and behavior plans. 	<ul style="list-style-type: none"> The school psychologist uses observable, measurable criteria to monitor progress on a regular schedule, as described in an intervention plan, I.E.P., or Service Plan. Activities and materials are planned with the individual needs of the student as a primary focus. The dynamics of the individual and group interactions are monitored and this information is used to guide future planning. The school psychologist generates progress reports and engages in regularly scheduled reviews. 	<ul style="list-style-type: none"> The school psychologist uses observable, measurable criteria to monitor progress on a regular schedule, as described in an intervention plan, I.E.P., or Service Plan. Research-based activities and materials are planned with the individual needs of the student as a primary focus. The dynamics of the individual and group interactions are monitored and data-based decisions guide future planning. The school psychologist participates in team meetings and/or provides clearly written progress reports and regularly scheduled reviews.

C.5: The school psychologist provides timely, constructive feedback to student/family about progress toward the goals of the session, using a variety of methods, and addresses misconceptions

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Quality-Methods and Timelines	<ul style="list-style-type: none"> The school psychologist provides insufficient and/or inaccurate feedback to students about their progress toward the goals of the session. -or- Feedback is not provided in a timely manner. 	<ul style="list-style-type: none"> The school psychologist provides accurate, specific, and timely feedback to students about their progress toward the goals of the session. The school psychologist provides feedback using a variety of methods. 	<ul style="list-style-type: none"> The school psychologist routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the goals of the session. The school psychologist provides feedback using a variety of methods and facilitates student self-assessment.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

C.6: The school psychologist reflects upon the effectiveness of the intervention and uses that reflection in planning future activities.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Session Effectiveness	<ul style="list-style-type: none"> • School Psychologist misjudges and/or makes an inaccurate assessment of the session’s effectiveness or the extent to which instructional goals were met. 	<ul style="list-style-type: none"> • School Psychologist makes an accurate assessment of the session’s effectiveness and the extent to which it achieved its goals by citing examples from the session. • School Psychologist clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> • School Psychologist makes a thoughtful and accurate assessment of the session’s effectiveness and the extent to which it achieved its goals, citing specific examples from the session, and strengths and/or weaknesses related to the goals of the session. School Psychologist clearly communicates the explanation of the evidence.

DOMAIN D: PROFESSIONALISM

D.1: The school psychologist provides documentation of scheduled service time.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Scheduling	<ul style="list-style-type: none"> • The school psychologist makes no efforts to communicate schedule changes to administrators or team members. 	<ul style="list-style-type: none"> • The school psychologist adheres to the weekly schedule developed to accommodate staffing needs. • The school psychologist clearly communicates schedule changes to administrators or team members. 	<ul style="list-style-type: none"> • The school psychologist adheres to the schedule developed to accommodate staffing needs. • The school psychologist clearly communicates schedule changes to administrators and team members.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

D.2: The school psychologist demonstrates awareness of Brecksville-Broadview Heights City Schools’ policies and procedures and participates in crisis intervention planning, procedures, and programs (i.e., building-wide and/or individual child crisis).

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Applies District Knowledge	<ul style="list-style-type: none"> The school psychologist is unable to refer to specific BBH policies and procedure and contributes to confusion or discord in situations with parents or teacher teams. 	<ul style="list-style-type: none"> The school psychologist can refer to BBH policies and procedures using appropriate terms and in a variety of situations. Reference to BBH guidelines is made among teams of teachers and parents during collaborative problem-solving efforts. 	<ul style="list-style-type: none"> The school psychologist refers to BBH policies and procedures using appropriate terms and in a variety of situations. BBH guidelines are shared with teams of teachers and parents during collaborative problem-solving efforts.
Follows District Procedures	<ul style="list-style-type: none"> The school psychologist demonstrates a limited understanding of BBH guidelines results in ineffective collaboration and a failure to complete work responsibilities. 	<ul style="list-style-type: none"> The school psychologist demonstrates an understanding of BBH guidelines relevant to day-to-day practices is demonstrated by effective collaboration with team members to solve problems, the creation of critical documents, and the completion of work responsibilities. 	<ul style="list-style-type: none"> The school psychologist demonstrates an understanding of BBH guidelines relevant to day-to-day practices is demonstrated by effective collaboration with team members to solve problems, the creation of critical documents, the completion of work responsibilities, and the contribution to work groups on specific problems within the system.

D.3 The school psychologist collaborates with parents, teachers, school personnel (other special services personnel, principals), and community agencies.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Collaborative/ Partnership Role	<ul style="list-style-type: none"> The school psychologist fails to provide a collaborative/partnership role among parents, teachers, school personnel, and community agencies. 	<ul style="list-style-type: none"> The school psychologist provides an accurate, and specific collaborative/ partnership role among parents, teachers, school personnel, and community agencies. 	<ul style="list-style-type: none"> The school psychologist provides a substantive, accurate, and specific collaborative/partnership role among parents, teachers, school personnel, and community agencies.
Consensus Seeking	<ul style="list-style-type: none"> The school psychologist does not encourage mutual goals, parity among participants, shared participation, shared accountability, and shared resources. 	<ul style="list-style-type: none"> The school psychologist emphasizes mutual goals, parity among participants, shared participation, shared accountability, and shared resources. The school psychologist seeks consensus initially, but does not actively persist throughout the meeting in maintaining a collaborative/partnership role, when it does not exist. 	<ul style="list-style-type: none"> The school psychologist establishes mutual goals, parity among participants, shared participation, shared accountability, and shared resources. The school psychologist persists throughout the meeting in actively seeking consensus and maintaining a collaborative/partnership role.

ATTACHMENT 25-A

SCHOOL PSYCHOLOGIST RUBRIC

D.4: The school psychologist demonstrates commitment to on-going professional development. He or she has a personal professional development plan and supports the skill development of key stakeholders by engaging in staff development activities (e.g., presentations to staff or parents, on-going technical assistance).

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Ongoing Professional Development	<ul style="list-style-type: none"> The school psychologist does not attend mandatory training on topics related to professional practice. 	<ul style="list-style-type: none"> The school psychologist attends local training on topics related to professional practice. 	<ul style="list-style-type: none"> The school psychologist attends training on topics related to professional practice. A written record of conferences is maintained and current relevant information learned from conferences is available and shared with colleagues.
Presenting to Key Stakeholders	<ul style="list-style-type: none"> The school psychologist develops presentations, when appropriate, that are not developed with appropriate written materials for key stakeholders. 	<ul style="list-style-type: none"> The school psychologist develops presentations, when appropriate, with written materials for key stakeholders on topics related to student needs. 	<ul style="list-style-type: none"> The school psychologist develops clear and accurate presentations, when appropriate, with written materials for key stakeholders on topics related to student needs.

ATTACHMENT 25-B

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

SCHOOL PSYCHOLOGIST OBSERVATION REPORT

School Psychologist: _____ **Evaluator:** _____

Situation Observed: _____ **Building:** _____

Observation Dates: _____ **Length of Observation: from** _____ **to** _____

Ratings are based on the Brecksville-Broadview Heights *School Psychologist Rubric* located on the staff "T" drive.
A rating of "1" requires a narrative comment to explain why the rating was given.

(1) Needs Improvement **(2) Proficient** **(3) Exceeds Expectations**

A. PLANNING AND PREPARING FOR LEARNING		
A.1	The school psychologist uses strategies to clarify and identify the problem and target behaviors.	
A.2	The school psychologist engages in systematic problem analysis, considering appropriate ecological variables (e.g., instructional level, classroom variables, attendance).	
A.3	The school psychologist demonstrates an awareness of resources and processes for referral to community and other agencies.	

COMMENTS: *[insert text, expand as needed]*

B. CREATING AN ENVIRONMENT FOR LEARNING		
B.1	The school psychologist uses effective oral communication strategies (e.g., genuineness, listening, empathy, paraphrasing, questioning, handling conflict) and written communication strategies.	
B.2	The school psychologist participates in intervention planning and collaborates with the team to establish procedures for monitoring progress, when problem-solving as a team (e.g., Intervention Assistance Team, 504 Accommodation Plan Team, Behavior Plan Team).	
B.3	The school psychologist demonstrates awareness and application of federal rules and regulations (including FERPA, Section 504, IDEA and 99-457) and State Standards of Education.	

COMMENTS: *[insert text, expand as needed]*

C. TEACHING FOR LEARNING		
C.1	The school psychologist, with the problem-solving team, considers interventions and their outcomes and is guided by a problem-solving approach when planning assessment.	
C.2	The school psychologist considers classroom and instructional variables, cultural and family variables, and other contributing factors in assessment. He or she demonstrates technical proficiency in selecting, administering, and interpreting assessment instruments.	
C.3	The school psychologist participates as a team member with parents and school personnel after the team completes a Multi-factored Evaluation (MFE). He or she participates as a member of the I.E.P./Services Plan team, when an initial I.E.P./Services Plan is developed and at the request of the parent or I.E.P. team.	
C.4	The school psychologist uses appropriate group or individual counseling techniques and behavior planning. He or she assesses and modifies plans as needed.	
C.5	The school psychologist provides timely, constructive feedback to student/family about progress toward the goals of the session, using a variety of methods, and addresses misconceptions.	
C.6	The school psychologist reflects upon the effectiveness of the intervention and uses that reflection in planning future activities.	

COMMENTS: *[insert text, expand as needed]*

D. PROFESSIONALISM		
D.1	The school psychologist provides documentation of scheduled service time.	
D.2	The school psychologist demonstrates awareness of Brecksville-Broadview Heights City Schools' policies and procedures and participates in crisis intervention, procedures, and programs.	
D.3	The school psychologist collaborates with parents, teachers, school personnel (other special services personnel, principals), and community agencies.	
D.4	The school psychologist demonstrates commitment to on-going professional development. He or she has a personal professional development plan and supports the skill development of key stakeholders by engaging in staff development activities (e.g., presentations to staff or parents, on-going technical assistance).activities and applies what is learned.	

COMMENTS: *[insert text, expand as needed]*

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

SCHOOL PSYCHOLOGIST EVALUATION REPORT

Evaluator's signature _____ Date _____

Distribution: School Psychologist
Evaluator

School Psychologist: _____ Evaluator: _____

Building Assignment(s): _____ Building: _____

Observation Dates: _____ Conference Date: _____

A. PLANNING AND PREPARING FOR LEARNING
[insert text, expand as needed]

B. CREATING AN ENVIRONMENT FOR LEARNING
[insert text, expand as needed]

C. TEACHING FOR LEARNING
[insert text, expand as needed]

D. PROFESSIONALISM
[insert text, expand as needed]

For limited contract teachers circle one: *I do / do not recommend renewal of the limited contract*
I do / do not recommend an extended limited contract in lieu of
a continuing contract (for tenure eligible teachers)

Evaluator's Signature _____ Date _____

School Psychologist's Signature _____ Date _____

Signature by the school psychologist does not necessarily indicate approval by the school psychologist.
The school psychologist may submit a written response to this report.

Distribution: School Psychologist
Education Center

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

DOMAIN A: PLANNING AND PREPARING FOR LEARNING

A.1: The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students’ academic needs, cultural heritage, interests and community.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Acquisition of Information About Individual Learners	<ul style="list-style-type: none"> • The SLP does not acquire knowledge of individual students as learners. <li style="text-align: center;">-or- • The SLP does not acquire that knowledge from a variety of sources and in an on-going manner. 	<ul style="list-style-type: none"> • The SLP acquires detailed information about individual students as learners from a variety of sources, and/or in an on-going manner. 	<ul style="list-style-type: none"> • The SLP acquires extensive and detailed information about individual students as learners from a variety of sources, and in an on-going manner.
Use of Acquired Information	<ul style="list-style-type: none"> • The SLP planning shows little or no awareness of students’ academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through the following: <ul style="list-style-type: none"> *Flexible groupings *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs and cultural heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP does not clearly communicate planning. • There is little evidence that the SLP uses achievement data or other assessment results to plan instruction. 	<ul style="list-style-type: none"> • The SLP clearly communicates how planning shows consideration for the students’ academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through most of the following: <ul style="list-style-type: none"> *Flexible groupings *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs and cultural heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP uses achievement data and other assessment results to plan lessons to meet individual/group instructional needs. 	<ul style="list-style-type: none"> • The SLP clearly communicates how planning incorporates consideration for the students’ academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through all of the following: <ul style="list-style-type: none"> *Flexible groupings *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs and cultural heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP analyzes and uses achievement data and other assessment results to plan lessons to meet individual/group instructional needs.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

A.2: The SLP demonstrates the ability to follow due process procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education (IDEA) and completes required due process paperwork.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Variety of Diagnostic Assessments	<ul style="list-style-type: none"> The SLP is unable to select appropriate diagnostic instruments. 	<ul style="list-style-type: none"> The SLP selects and administers diagnostic instruments and procedures based on the student’s developmental level, areas of concern and SLP/parent input. The SLP gathers information on how the student’s developmental disorder affects educational performance from limited sources. 	<ul style="list-style-type: none"> The SLP selects and administers a variety of diagnostic instruments and procedures based on the student’s developmental level, areas of concern and SLP/parent input. The SLP gathers information on how the student’s developmental disorder affects educational performance from a variety of sources.
Due Process	<ul style="list-style-type: none"> The SLP demonstrates a basic knowledge of the IDEA. The appropriate referral process is not followed. 	<ul style="list-style-type: none"> The SLP demonstrates an adequate understanding of the IDEA by generally following appropriate procedures for referral, identification, placement and exits. 	<ul style="list-style-type: none"> The SLP demonstrates a thorough understanding of the IDEA by consistently following appropriate procedures for referral, identification, placement and exits.
Documentation	<ul style="list-style-type: none"> The documentation for due process is not complete. The SLP does not clearly communicate the evidence. 	<ul style="list-style-type: none"> The documentation for initial placement, exit, and re-evaluation packets is usually complete and thorough. The SLP clearly communicates an explanation of the evidence. 	<ul style="list-style-type: none"> The documentation for initial placement, exit, and re-evaluation packets is accurately completed and thorough. The SLP clearly communicates an explanation of the evidence.
Recommendations	<ul style="list-style-type: none"> The SLP is unable to interpret diagnostic results or make case management recommendations. 	<ul style="list-style-type: none"> The SLP demonstrates the ability to make appropriate case management recommendations after interpreting diagnostic results. 	<ul style="list-style-type: none"> The SLP demonstrates the ability to make appropriate case management recommendations after accurately interpreting diagnostic results for a variety of communication disorders.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

A.3: The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP objectives.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Alignment with Standards	<ul style="list-style-type: none"> Assessments do not provide opportunities for student to demonstrate proficiency. 	<ul style="list-style-type: none"> Assessments aligned with IEP goals provide evidence that students at some developmental levels are given opportunities to meet the IEP goals. 	<ul style="list-style-type: none"> Assessments aligned with IEP goals provide evidence that students at all developmental levels are given multiple opportunities to meet the IEP goals.
Alignment and Variety	<ul style="list-style-type: none"> The SLP uses assessments that are not aligned wit the IEP objectives. The SLP uses mainly summative assessments. <p style="text-align: center;">-or-</p> <ul style="list-style-type: none"> Planning for assessment is not evident. 	<ul style="list-style-type: none"> The SLP uses assessments that align with the IEP goals. <p style="text-align: center;">-and-</p> <ul style="list-style-type: none"> The SLP uses informal/formal and formative/summative assessments. 	<ul style="list-style-type: none"> The SLP uses assessments that align with the IEP goals. <p style="text-align: center;">-and-</p> <ul style="list-style-type: none"> The SLP uses extensive and varied informal/formal and formative/summative assessments.

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The SLP creates an inclusive and caring environment in which each individual is respected and valued.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
SLP interaction with Students.	<ul style="list-style-type: none"> SLP interactions with students are negative, demeaning, or inappropriate. 	<ul style="list-style-type: none"> SLP interactions with all students demonstrate respect. Interactions are inclusive and appropriate. 	<ul style="list-style-type: none"> SLP interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate.
Interactions Among Individuals.	<ul style="list-style-type: none"> SLP tolerates inappropriate and/or disrespectful interactions among individuals. 	<ul style="list-style-type: none"> SLP encourages respectful interactions among individuals and appropriately addresses any disrespectful interactions among individuals. 	<ul style="list-style-type: none"> SLP encourages and/or reinforces positive and respectful interactions among individuals <p style="text-align: center;">-and/or-</p> <ul style="list-style-type: none"> Interactions are respectful.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

B.2: The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Routines/Procedures	<ul style="list-style-type: none"> The SLP uses procedures for managing student groups, supplies, and equipment that result in considerable loss of instructional time. The SLP maintains an environment where hazards exist. 	<ul style="list-style-type: none"> The SLP establishes and uses effective routines and procedures for managing student groups, supplies, and/or equipment. The SLP acts to maintain a safe environment. 	<ul style="list-style-type: none"> The SLP establishes and uses effective routines and procedures that incorporate student responsibility for managing student groups, supplies, and/or equipment. The SLP acts to maintain a safe environment.
Transitions	<ul style="list-style-type: none"> The SLP does not establish procedures for most transitions. Considerable instructional time is lost. 	<ul style="list-style-type: none"> The SLP establishes and directs procedures for transitions. No instructional time is lost. 	<ul style="list-style-type: none"> The SLP establishes procedures for managing seamless transitions incorporating student responsibility. No instructional time is lost.

B.3: The SLP manages and monitors student behavior to maximize instructional time.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Monitoring of Student Behavior	<ul style="list-style-type: none"> The SLP does not monitor student behavior and/or the SLP is unaware of student behaviors, which results in considerable loss of individual, group, and/or whole class time on task. 	<ul style="list-style-type: none"> The SLP monitors student behavior at all times, which promotes individual, group, and/or whole class time on task. 	<ul style="list-style-type: none"> The SLP monitors behavior in a manner that anticipates and prevents student misbehavior, and that allows for students to monitor their own and/or their peers' behavior, which results in no loss of time on task.
Response to Misbehavior	<ul style="list-style-type: none"> The SLP does not respond to off-task or disruptive behavior. -or- The SLP response to student misbehavior is inconsistent and/or has minimal results. 	<ul style="list-style-type: none"> The SLP response to misbehavior is appropriate, consistent, and the desired behavior is attained. 	<ul style="list-style-type: none"> The SLP response to misbehavior is appropriate, consistent, and sensitive to students' individual needs, and the desired behavior is attained. -or- Student misbehavior is not evident.

DOMAIN C: TEACHING FOR LEARNING

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

Standard C.1: The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication of the IEP Objectives	<ul style="list-style-type: none"> The SLP does not communicate the IEP objectives to the student. 	<ul style="list-style-type: none"> The SLP clearly and accurately communicates IEP objectives to each student. 	<ul style="list-style-type: none"> The SLP clearly and accurately communicates the IEP objectives to each student and a rationale for this learning.
Instructional directions and procedures	<ul style="list-style-type: none"> The SLP does not communicate instructional directions or procedures. -or- The SLP communicates instructional directions or procedures inaccurately. 	<ul style="list-style-type: none"> The SLP clearly and accurately communicates instructional directions and procedures for the activity. 	<ul style="list-style-type: none"> The SLP clearly and accurately communicates instructional directions and procedures for the activity. The SLP anticipates possible student misunderstanding.
Monitoring and Adjusting	<ul style="list-style-type: none"> The SLP is unable to develop a method of periodic monitoring. 	<ul style="list-style-type: none"> The SLP develops a program of periodic monitoring of student progress toward IEP goals. The SLP uses information to modify treatment plans, strategies or materials to meet the needs of the student. 	<ul style="list-style-type: none"> The SLP develops a program of periodic monitoring of student progress toward IEP goals. The SLP uses information to modify treatment plans, strategies or materials to meet the needs of the student. SLP involves the student in monitoring of progress.
Use of Information	<ul style="list-style-type: none"> The SLP does not have the information to determine the present level of performance on quarterly reports. 	<ul style="list-style-type: none"> The SLP uses monitored information to report student's present level on quarterly reports. 	<ul style="list-style-type: none"> The SLP uses monitored information to report student's present level on IEP and quarterly reports or in collaboration with special education.

C.2: The SLP demonstrates content knowledge of speech and language development and therapy techniques.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Knowledge of Speech/Language Development	<ul style="list-style-type: none"> The SLP uses daily activities and objectives that may or may not be related to the hierarchy of speech/language development. Tasks are unrelated to student's needs or instructional level. 	<ul style="list-style-type: none"> The SLP chooses daily activities and objectives in the hierarchy of speech/language development, which move the student toward fulfilling IEP goals. Tasks assigned are at or near instructional level. 	<ul style="list-style-type: none"> The SLP chooses daily activities and objectives in the hierarchy of speech/language development, which move the student toward fulfilling IEP goals. SLP manipulates tasks assigned so that students consistently work at the instructional level.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

Knowledge of Speech/Language Techniques and Service Delivery Models	<ul style="list-style-type: none"> The SLP uses one model of therapy for treatment of speech/language disorders for all students. Service is delivered only in Speech Resources area. 	<ul style="list-style-type: none"> The SLP uses a variety of therapy models and techniques to meet individual student needs as specified in the IEP. Services are delivered within various environments. 	<ul style="list-style-type: none"> The SLP uses a variety of therapy models and techniques to deliver appropriate services to meet individual student needs as specified in the IEP. Services are delivered in the environment most appropriate to student and IEP needs.
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C.3: The SLP conducts the therapy session, addressing the specific areas of disability delineated on the IEP.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Conceptual Understanding	<ul style="list-style-type: none"> The SLP conducts lessons that are not appropriate to the specific area of disability and are not relevant to the IEP. 	<ul style="list-style-type: none"> The SLP challenges students in a variety of adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and objectives. 	<ul style="list-style-type: none"> The SLP consistently challenges students in a variety of creative, adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and objectives.
Monitoring and Adjustment	<ul style="list-style-type: none"> The SLP presents the lesson as planned and makes no adjustments. 	<ul style="list-style-type: none"> The SLP periodically monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery. 	<ul style="list-style-type: none"> The SLP monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.
Extension of Thinking	<ul style="list-style-type: none"> The SLP creates situations that do not challenge students to think about the IEP goal being taught. 	<ul style="list-style-type: none"> The SLP creates situations that challenge students to think independently, creatively or critically about the IEP objective being taught. 	<ul style="list-style-type: none"> The SLP creates situations that challenge students to think independently, creatively or critically about the IEP objective being taught to reflect their understanding and consider new possibilities.

Standard C.4: The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.

Elements	Needs Improvement (1)	Proficient (3)	Exceeds Expectations (3)
Student Engagement	<ul style="list-style-type: none"> The SLP has difficulty engaging the students in selected activities. 	<ul style="list-style-type: none"> The SLP consistently engages the students in learning through use of controlled choices, relevancy to speech/language progress and the student's instructional level. 	<ul style="list-style-type: none"> The SLP consistently engages the students in learning through use of controlled choices, relevancy to academic progress and the student's instructional level.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

<p>Thought-Provoking questions</p>	<ul style="list-style-type: none"> The SLP frequently asks questions that are inappropriate to the objectives of the lesson. The SP frequently does not ask follow-up questions. The SLP does not provide appropriate wait time. 	<ul style="list-style-type: none"> The SLP asks thought-provoking questions that focus on the objectives of the lesson. The SLP seeks clarification through additional questions. The SLP provides appropriate wait time. 	<ul style="list-style-type: none"> The SLP routinely asks thought-provoking questions that focus on the objectives of the lesson. The SLP seeks clarification and elaboration through additional questions. The SLP provides appropriate wait time.
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C.5: The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
<p>Quality-methods and timelines</p>	<ul style="list-style-type: none"> The SLP provides insufficient and/or inaccurate feedback to students about their progress toward the learning objectives. <p style="text-align: center;">-or-</p> <ul style="list-style-type: none"> Feedback is not provided in a timely manner. 	<ul style="list-style-type: none"> The SLP provides accurate, specific, and timely feedback to students about their progress toward the learning objectives. The SLP provides feedback using a variety of methods and facilitates student self-assessment. 	<ul style="list-style-type: none"> The SLP routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the learning objectives. The SLP provides feedback using a variety of methods and facilitates student self-assessment.
<p>Student errors/misconceptions</p>	<ul style="list-style-type: none"> The SLP does not correct student content errors. The SLP fails to address misconceptions. 	<ul style="list-style-type: none"> The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept. The SLP addresses misconceptions as they arise. 	<ul style="list-style-type: none"> The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept and by facilitating opportunities for self-correction. The SLP anticipates and addresses misconceptions.

C.6: The SLP reflects upon the session’s effectiveness and uses that reflection in planning future instruction.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
<p>Session effectiveness</p>	<ul style="list-style-type: none"> The SLP misjudges and/or makes an inaccurate assessment of the session’s effectiveness or the extent to which the instructional goals of the session were met. <p style="text-align: center;">-or-</p> <ul style="list-style-type: none"> The SLP does not address the session observed. <p style="text-align: center;">-or-</p> <ul style="list-style-type: none"> The SLP did not submit the Evidence 	<ul style="list-style-type: none"> The SLP makes an accurate assessment of the session’s effectiveness and the extent to which it achieved its goals by citing examples from the session. The SLP clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> The SLP makes a thoughtful and accurate assessment of the session’s effectiveness and the extent to which it achieved its goals, citing specific examples from the session’s strengths and/or weaknesses related to the session’s objectives. The SLP clearly communicates the explanation of the evidence.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

	<p>of Reflection form.</p> <ul style="list-style-type: none"> The SLP does not clearly communicate the explanation of the evidence. 		
Student Engagement	<ul style="list-style-type: none"> The SLP makes an inaccurate assessment of the level of student engagement. -or- The SLP did not submit the Evidence of Reflection form. The SLP does not clearly communicate the explanation of the evidence. 	<ul style="list-style-type: none"> The SLP makes an accurate assessment of the level of student engagement, listing positive and negative examples of student actions. The SLP clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> The SLP makes a thoughtful and accurate assessment of the level of student engagement, addressing specific examples of positive and/or negative student actions. The SLP clearly communicates the explanation of the evidence.
Future Planning	<ul style="list-style-type: none"> The SLP does not explain why changes may or may not be necessary. The SLP gives up and/or blames the students or the environment for the students' lack of success. -or- The SLP does not address the session observed. -or- The SLP did not submit the Evidence of Reflection form. The SLP does not clearly communicate the explanation of the evidence. 	<ul style="list-style-type: none"> The SLP offers appropriate explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- The SLP offers appropriate explanations and specific suggestions for why the assessment choices, SLP's contributions to meetings, or future instruction would be changed. The SLP clearly communicates the explanation of the evidence. 	<ul style="list-style-type: none"> The SLP offers insightful explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- The SLP offers insightful explanations and constructive suggestions for why the assessment choices, SLP's contributions to meetings, or future instruction would be changed. The SLP clearly communicates the explanation of the evidence.

DOMAIN D: PROFESSIONALISM

D.1: The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Collaboration with Teacher and Other Professionals	<ul style="list-style-type: none"> The SLP does not collaborate with other professionals. The SLP does not clearly communicate the evidence. 	<ul style="list-style-type: none"> The SLP demonstrates collaboration by sharing results of assessments with other professionals. The SLP seeks information on student performance from the teacher. The SLP clearly communicates an explanation of the evidence. 	<ul style="list-style-type: none"> The SLP demonstrates effective professional collaboration by sharing results of on-going assessments of student's performance. The SLP seeks information on student performance from the teacher. The SLP keeps documentation of teacher collaboration and/or meetings.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

			<ul style="list-style-type: none"> The SLP clearly communicates an explanation of the evidence.
Collaboration with IEP Team	<ul style="list-style-type: none"> Another school designee must convene the team, the SLP gives minimal cooperation with needed paperwork, and speech terms dominate the language requiring translation for the team members to understand. The SLP does not clearly communicate the evidence. 	<ul style="list-style-type: none"> The SLP convenes the team when the IEP is due. All forms are at hand but may not be completed, and language includes speech terms with are unclear to some team members. The SLP clearly communicates an explanation of the evidence. 	<ul style="list-style-type: none"> The SLP convenes the team when the IEP review is due. All forms are ready, with language clear to all team members. The SLP clearly communicates an explanation of the evidence.
Needs of the Student	<ul style="list-style-type: none"> The present level of performance is given as a generic statement; the needs of the student are defined by the SLP's program. The SLP does not clearly communicate the evidence. 	<ul style="list-style-type: none"> The present level of performance is stated with general agreement of the team; the needs of the student are developed in consideration of communication development. The SLP clearly communicates an explanation of the evidence. 	<ul style="list-style-type: none"> The present level of performance is stated with supporting evidence is provided; the needs of the student are developed in consideration of communication needs for classroom performance. The SLP clearly communicates an explanation of the evidence.

D.2: The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication with Parents	<ul style="list-style-type: none"> The SLP does not provide progress information to the families 	<ul style="list-style-type: none"> The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information to families of program students as designated in the IEP. The SLP seeks information on student performance from the parent. 	<ul style="list-style-type: none"> The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information and sharing the results of on-going assessment to families of program students as designated in the IEP. The SLP actively seeks information on student performance from the parent. The SLP encourages the parent's involvement in the therapeutic process. The SLP provides relevant information on speech/language disorders.

ATTACHMENT 26-A

SPEECH & LANGUAGE PATHOLOGIST RUBRIC
(SLP)

D.3: The SLP establishes and maintains professional relationships with peers and team members and functions as a member of an Intervention Assistance Team (when included as a team member by the school), participates in staff, district and school initiatives.

. Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional Relationships	<ul style="list-style-type: none"> The SLP does not respond top the needs of staff members and/or attends Intervention Assistance Team meetings when invited. The SLP does not clearly communicate the evidence. 	<ul style="list-style-type: none"> The SLP demonstrates the establishment of professional relationships by actively participating in the Intervention Assistance Team and supporting the team developing and implementing decisions. The SLP clearly communicates an explanation of the evidence. 	<ul style="list-style-type: none"> The SLP demonstrates the establishment of professional relationships by actively participating in the Intervention Assistance Team and supporting the team developing and implementing decisions. The SLP responds to the needs and concerns of school staff members as it relates to students not directly serviced by an IEP. The SLP clearly communicates an explanation of the evidence.

D.4: The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional Knowledge and Therapeutic Skills	<ul style="list-style-type: none"> The SLP does not participate in school/district professional development activities. 	<ul style="list-style-type: none"> The SLP participates in required school/district professional development activities and in additional designed to improve professional knowledge and therapeutic skills. 	<ul style="list-style-type: none"> The SLP participates in required school/district professional development activities and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve professional knowledge and therapeutic skills.
Application	<ul style="list-style-type: none"> There is no evidence that the SLP implements knowledge gained through professional development. The SLP does not clearly communicate the evidence. 	<ul style="list-style-type: none"> The SLP consistently implements and describes therapeutic applications of knowledge gained though required professional development. The SLP clearly communicates an explanation of the evidence. 	<ul style="list-style-type: none"> The SLP consistently implements and describes therapeutic applications of knowledge gained though required and SLP-selected professional development. The SLP clearly communicates an explanation of the evidence.

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

SPEECH & LANGUAGE PATHOLOGIST (SLP) OBSERVATION FORM

SLP: _____

Evaluator: _____

Situation Observed: _____

Building: _____

Observation Dates: _____

Length of Observation: from _____ to _____

Ratings are based on the Brecksville-Broadview Heights *SLP Rubric* located on the staff "T" drive.

A rating of "1" requires a narrative comment to explain why the rating was given.

(1) Needs Improvement

(2) Proficient

(3) Exceeds Expectations

A. PLANNING AND PREPARING FOR LEARNING		
A.1	The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests and community.	
A.2	The SLP demonstrates the ability to follow due process procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education (IDEA) and completes required due process paperwork.	
A.3	The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP objectives.	

COMMENTS: *[insert text, expand as needed]*

B. CREATING AN ENVIRONMENT FOR LEARNING		
B.1	The SLP creates an inclusive and caring environment in which each individual is respected and valued.	
B.2	The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.	
B.3	The SLP manages and monitors student behavior to maximize instructional time.	

COMMENTS: *[insert text, expand as needed]*

C. TEACHING FOR LEARNING		
C.1	The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.	
C.2	The SLP demonstrates content knowledge of speech and language development and therapy techniques.	
C.3	The SLP conducts the therapy session, addressing the specific areas of disability delineated on the IEP.	
C.4	The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.	
C.5	The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.	
C.6	The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.	

COMMENTS: *[insert text, expand as needed]*

D. PROFESSIONALISM		
D.1	The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.	
D.2	The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.	
D.3	The SLP establishes and maintains professional relationships with peers and team members and functions as a member of an Intervention Assistance Team (when included as a team member by the school). The SLP participates in staff, district and school initiatives.	
D.4	The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.	

COMMENTS: *[insert text, expand as needed]*

Evaluator's Signature _____

Date _____

Distribution: SLP
Evaluator

ATTACHMENT 26-C

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

SPEECH & LANGUAGE PATHOLOGIST (SLP) EVALUATION FORM

SLP: _____

Evaluator: _____

Building Assignment(s): _____

Building: _____

Observation Dates: _____

Conference Date: _____

A. PLANNING AND PREPARING FOR LEARNING

[insert text, expand as needed]

B. CREATING AN ENVIRONMENT FOR LEARNING

[insert text, expand as needed]

C. TEACHING FOR LEARNING

[insert text, expand as needed]

D. PROFESSIONALISM

[insert text, expand as needed]

For limited contract teachers circle one:

I do / do not recommend renewal of the limited contract

*I do / do not recommend an extended limited contract in lieu of
a continuing contract (for tenure eligible teachers)*

Evaluator's Signature _____

Date _____

SLP's Signature _____

Date _____

Signature by the SLP does not necessarily indicate approval by the SLP.
The SLP may submit a written response to this report.

Distribution: SLP
Education Center

ATTACHMENT 27

Brecksville-Broadview Heights Board of Education Medical Mutual of Ohio SuperMed Plus Comprehensive Major Medical
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Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	23; Removal upon Birthdate	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	None	\$200 / \$400
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$500 / \$1,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 then 100%	80% after deductible
Urgent Care Facility Services ²	\$10 then 100%	80% after deductible
Immunizations (tetanus toxoid, rabies vaccine and meningococcal polysaccharide vaccine are covered services)	100%	80% after deductible
Allergy Testing and Treatments	100%	80% after deductible
Preventative Services		
Office Visit/Routine Physical Exam ²	\$10 then 100%	80% after deductible
Well Child Care (To age nine, limited to a \$500 maximum per benefit period) ²	\$10 then 100%	80% after deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Lab & X-Ray (not limited to EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel & Urinalysis), colonoscopy, sigmoidoscopy (One each per benefit period)	100%	80% after deductible
Outpatient Services		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical/Occupational Therapy Facility and Professional (20 visits, then requires Medical Review approval)	\$10 then 100%	80% after deductible
Speech Therapy – Facility and Professional (10 visits, then requires Medical Review approval)	\$10 then 100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Chemotherapy	100%	80% after deductible
Radiation Therapy	100%	80% after deductible
Dialysis	100%	80% after deductible
Respiratory Therapy	100%	80% after deductible
Accident Emergency (For services received within 72 hours of the accident)	100%	80% after deductible
Emergency use of an Emergency Room ³	100%	80% after deductible
Non-Emergency use of an Emergency Room ^{3,4}	\$25 then 100%	80% after deductible

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Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (No day limit)	100%	80% after deductible
Inpatient Consultation	100%	80% after deductible
Professional Services	100%	80% after deductible
Maternity	100%	80% after deductible
Physical Therapy	100%	80% after deductible
Speech Therapy	100%	80% after deductible
Occupational Therapy	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible
Additional Services		
Ambulance	\$25 then 100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Home Health Care Services	100%	80% after deductible
Hospice Services	100%	80% after deductible
Organ Transplant Services	100%	80% after deductible
Private Duty Nursing	100%	80% after deductible
Second Surgical Opinion	100%	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period)	100%	80% after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	\$10 then 100%	80% after deductible ⁵

Note: Services requiring a co-payment are not subject to the single/family deductible.

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ Maximum family deductible. Member deductible is the same as single deductible.

² The office visit co-pay applies to the cost of the office visit only.

³ Co-pay waived if admitted.

⁴ The co-pay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵ Not applied to Coinsurance Out-of-Pocket Maximum.

Benefit highlight sheet created 10/27/03.

ATTACHMENT 28

Suburban Health Consortium Suggested Ideal Plan

	Network	Non-Network
Calendar Year Deductible	\$250/\$500	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Limit	\$1,250/\$2,500	\$2,500/\$5,000
Out of Pocket Limit (Includes deductible)	\$1,500/\$3,000	\$3,000/\$6,000
<u>Inpatient Hospital</u>		
Inpatient Hospital	90% after deductible	70% after deductible
Surgery & Anesthesia	90% after deductible	70% after deductible
Physician Services	90% after deductible	70% after deductible
Supplies	90% after deductible	70% after deductible
Lab / X-ray	90% after deductible	70% after deductible
<u>Outpatient Surgery</u>		
Outpatient Surgery	90% after deductible	70% after deductible
<u>Maternity</u>		
Office Visits	\$20 copay - first visit	70% after deductible
Hospital Services	90% after deductible	70% after deductible
Prenatal-postpartum	90% after deductible	70% after deductible
<u>Mental Health</u>		
Inpatient	90% after deductible	70% after deductible
Outpatient	90% after deductible	70% after deductible
<u>ER/ Urgent care</u>		
Emergency Room (Emergency use)	\$50 copay/90%	70% after deductible
Urgent Care	\$25 copay/90%	70% after deductible
<u>Medical Services</u>		
Office Visits	\$20 copay	70% after deductible
Routine Annual Exam	\$20 copay	Not covered
Well Child Care	\$20 copay	70% after deductible
X-ray / Lab	90% after deductible	70% after deductible
Allergy Tests / Treatments	\$20 copay	70% after deductible
<u>Other Services</u>		
Vision	\$20 copay	Not covered
Skilled Care Facility	90% after deductible	70% after deductible
Home Health Care	90% after deductible	70% after deductible
Ambulance	\$25 copay	
Hospice Services	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Rehabilitative Services	90% after deductible	70% after deductible
Chiropractic Services	\$20 copay	70% after deductible
<u>Prescription Drug Plan</u>		
Retail (30-day supply)	\$10/\$20/\$40	Not covered
Mail Order (90-day supply)	\$25/\$50/\$100	Not covered

MEMORANDUM OF AGREEMENT CONCERNING
SUPERINTENDENT'S MEMORANDUM
ON STAFF MEETINGS

In order to resolve concerns raised by the B.E.A. concerning the efficient and effective communication to staff members, the Superintendent will issue a memorandum to all building administrators reminding them about the demands placed on staff as a result of the number of meetings throughout the workday and encouraging them to use written forms of communications in lieu of staff meetings where that information can be effectively communicated without the need for staff input and interaction. The memorandum will further encourage administrators to limit the duration and frequency of routine building staff meetings to no more than one (1) hour per month. The memorandum will further advise building administrators to allow for individual circumstances where a teacher is unable to attend a staff meeting or must leave early because of a professional or family conflict (e.g., child care, doctor appointments, supplemental contracts, etc.).