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MEMORANDUM
OF
AGREEMENT

Between

BAY VILLAGE BOARD OF EDUCATION

- and -

BAY TEACHERS' ASSOCIATION

CUYAHOGA COUNTY

June 30, 2011

through

JUNE 30, 2013

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ARTICLE I – RECOGNITION

1.01 Definition of Bargaining Unit

The Bay Village Board of Education (“Board”) recognizes the Bay Teachers’ Association (“Association” or “BTA”) as the sole and exclusive representative of a bargaining unit consisting of all certificated personnel, exclusive of the superintendent, assistant superintendent, directors, principals, assistant principals, members of the administrative staff employed pursuant to Revised Code 3319.02, small group instructors, and casual substitutes and all other management and supervisory personnel. Leave replacement teachers (those persons employed to take the place of a teacher on an unpaid leave of absence pursuant to Sections 5.03 or 5.04) shall be considered part of the unit represented by the BTA starting with their 61st day of service in that position. The employment of a leave replacement teacher shall automatically conclude at the end of the school year and without the need for Board compliance with the provisions of Sections 3319.11 and 3319.111 of the Ohio Revised Code. Only those portions of the evaluation procedure (Article IX) which occur during the leave replacement teacher’s employment period will be completed. Should a leave replacement teacher be employed again with the start of the following year, he/she shall be deemed a member of the BTA bargaining unit for all purposes with seniority effective with the first date of hire as a leave replacement teacher the preceding year.

1.02 Definition

The term “teacher” shall be used throughout this agreement to mean the members of the bargaining unit as specified in Section 1.01.

1.03 Duration

The recognition of the BTA set forth above shall continue for the period of the current agreement.

1.04 Representation Election Procedures

All challenges to recognition of the BTA shall be conducted in accordance with Revised Code Chapter 4117.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.01 Traditional Bargaining

2.011 Initiation of Negotiations

Either the Board or the BTA may initiate negotiations by serving written notice to the Superintendent on behalf of the

Board or the BTA President or his/her designee on behalf of the Association not more than ninety (90) nor less than sixty (60) days prior to the expiration of this agreement. At the same time that the notice is filed, the BTA and the Board will notify SERB of the offer to negotiate.

2.012 Exchange of Information

The Board or the BTA promptly shall provide, after request by the other party, such essential available information concerning financial resources and other essential information reasonably related to the pending negotiations as will assist the Board and the BTA in developing policies concerning compensation, fringe benefits and other terms and conditions of employment.

2.013 Request for Meeting

A time and place for a meeting between Board representatives and the BTA representatives set in accordance with Section 2.014, shall be set by request for a meeting, such meeting to take place not later than fifteen days from the date of the request. Any such meeting shall be adjourned from time to time as the parties agree until full and complete discussion has been had of the items on the agenda.

2.014 Duration

Except by agreement of the representatives of the Board and the BTA, no meeting shall begin prior to April 3 of any year in which this agreement expires. All meetings shall be concluded within forty-five (45) days prior to the expiration date of this agreement.

2.015 Exchange of Issues

- A. The initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Thereafter neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.
- B. Each proposal submitted by either party shall specify in detail that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement.

- C. Notes shall be kept by a person selected jointly by both teams. The notes shall include proposals/counterproposals and those proposals and counterproposals agreed upon or tentatively agreed upon by both parties and any other items discussed. These notes are to be typed and a copy presented to each team at the next negotiating session. Notes become official only after each team agrees on their content and the spokesperson from each team signs his name.

2.016 Negotiating Teams

At any such meeting the Board shall be represented by its designated representatives which shall not exceed five and the BTA by its designated representatives who shall not exceed five.

2.017 Consultants

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three consultants may be used by each of the parties in any meeting.

2.018 Agreement

A. Tentative Agreement

At the conclusion of the negotiations, the representatives of the Board and the representatives of the BTA shall prepare a memorandum setting forth those items upon which accord has been reached. Such memoranda shall be signed by all such representatives and promptly submitted to the membership of the organization and the Board of Education.

B. Ratification

Upon approval of the membership of the BTA and by the Board of Education the Agreement shall be signed by the Presidents of the respective parties and shall be binding on both parties. The agreement shall be reflected in individual contract terms.

2.019 Disagreement

A. Dispute Resolution Procedure

If agreement is not reached within forty five (45) calendar days after the initial negotiating sessions held under this Article, or forty five (45) calendar days before the expiration of this Agreement, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a commissioner from the Federal Mediation and Conciliation Service. The mediation period shall terminate on the expiration date of this contract.

B. Exclusivity

The negotiation procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. The parties mutually agree to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the Association's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that these procedures have been followed.

2.02 Alternative Style

On or before 90 days prior to contract expiration, representatives shall determine whether an alternate style of bargaining will be employed. If an alternate style is selected, the parties shall determine the need for training and establish the ground rules for such alternate bargaining style.

2.03 Bargaining State Mandates

If new state mandates appear to conflict with the current Collective Bargaining Agreement, either party may initiate negotiations by notifying the other party of the specific provisions of the current Collective Bargaining Agreement that are to be bargained. The parties will negotiate for fifteen (15) days after the initial contact unless the fifteen (15) day

deadline is extended by mutual agreement. If no agreement is reached, a final offer binding arbitration may be requested by mutual agreement. If no agreement to request arbitration is reached, then the Collective Bargaining Agreement remains unchanged and the issue will be a mandatory subject of bargaining at the next contract re-opener.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 Purpose

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate after the event giving rise to the grievance.

3.02 Definitions

3.021 A "grievance" means a complaint by a teacher, group of teachers, or the BTA that:

A. there has been a violation, misinterpretation or inequitable application of any provisions of this agreement,

OR

B. a teacher has been treated inequitably by reason of any act or condition which is contrary to established School Board policy, personnel policy, or practice governing or affecting employees,

OR

C. a teacher has been unjustly disciplined.

- 3.022 The term “grievance” shall not apply to the failure of the Board to renew a teacher’s contract or to any matter in which the School Board is without authority to act.
- 3.023 An “aggrieved teacher,” (grievant) is the teacher or group of teachers making the complaint.
- 3.024 “School days” during the school term means days students are attending classes and during the period between the end of the spring semester and the beginning of the fall semester means week days Monday through Friday, except for days recognized by the State of Ohio as legal holidays.
- 3.025 “Representatives” means an official of or other spokesman designated by the BTA.

3.03 Rights of the Grievant and the Association

3.031 Who May File a Grievance

- A. A grievant may appear on his/her own behalf at all steps of the grievance procedure, and may be accompanied and represented at each step by a representative of the BTA if he/she chooses.
- B. If a grievance arises and affects a group or class of teachers, the written grievance may be filed as a class action or a BTA grievance and may be filed at Step 2 of the Grievance Procedure if said grievance affects more than one building, otherwise the grievance will commence at the informal level.

3.032 Right to Assistance and Counsel

The aggrieved teacher shall have the right to be accompanied by and receive assistance by a representative of the BTA at any stage of the grievance procedure, or when disciplinary action is being imposed.

3.033 Association Support

The Professional Rights and Responsibilities Committee of the BTA retains the exclusive right to determine whether a grievance may be appealed to the arbitration step of the grievance procedure. No individual grievance settlement shall be inconsistent with the terms of this contract.

3.034 Records Acquisition

Readily available records or policies necessary to the determination and processing of the grievance shall be made available to the grievant and his/her representative.

3.035 No Reprisals

The fact that an employee files a grievance shall not be recorded in his/her personal file or in any files used in the transfer, assignment or promotion process. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

3.036 Pre-Grievance Communication

Nothing contained in this procedure shall be construed as limiting the individual right of a certificated employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

3.04 General Provisions

3.041 Time Limitations

The time limitations set forth are considered to be the maximum. The time limitations may be extended, however, by mutual agreement of a representative of the BTA on behalf of the grievant.

3.042 Waiver of Right to File

If a grievance is not filed in writing within the time limits specified herein, the grievance shall be considered waived.

3.043 Appealing Decisions

If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition.

3.044 Right to Advance

Failure at any step of the grievance procedure to communicate the disposition of a grievance within the

specified time limits shall permit the grievance to proceed to the next step.

3.045 Processing Grievances During the Summer

In the event the grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall process the grievance prior to the end of the school year, or as soon thereafter as possible.

3.05 Grievance Procedure

3.051 Informal

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through his/her representative, with the objective of resolving the matter informally. Informal procedures must be initiated within twenty (20) school days after the occurrence of the alleged grievance. The principal or immediate supervisor and the teacher will sign a form, attached as Appendix A to this Agreement, indicating completion of the informal step of the grievance procedure.

3.052 Formal

A. Level One: Immediate Supervisor

If the aggrieved teacher is not satisfied with the outcome of the informal procedure, the aggrieved person may present a formal grievance in writing (refer to Appendix B) to the principal or immediate superior within five (5) school days after the informal meeting on forms available at the school or Board of Education offices. Within five (5) school days after the receipt of the written grievance, the principal or immediate superior shall meet with the grievant and his/her representative. The principal or immediate superior shall, within three (3) school days of the Level One meeting, render his/her decision on the grievance and reasons therefor in writing to the grievant with a copy to the representative and BTA President.

B. Level Two: Superintendent

If the aggrieved teacher is not satisfied with the disposition of the grievance at Level One, the aggrieved person may appeal to the Superintendent of Schools by filing a written appeal with the Superintendent within three (3) school days after the receipt of the written decision at Level One. If no written disposition of the grievance is given within three (3) school days after the Level One meeting the grievant may refer the grievance to the Superintendent of Schools by filing a written notice of appeal (refer to Appendix C) with the Superintendent within six (6) school days after the Level One meeting. The Superintendent shall, within three (3) school days after the receipt of the written appeal, meet with the aggrieved teacher or his/her representative, or with both, for the purpose of resolving the grievance. The Superintendent shall, within three (3) school days after the hearing, render his/her decision and the reasons therefor in writing with a copy to each of the following: the aggrieved teacher, his/her representative, the principal or other immediate superior involved, BTA President.

C. Level Three: Arbitration

1. The Association must approve any grievance submitted for arbitration. Should the Association not approve such grievance, it may not proceed to arbitration in accordance with the provisions of this Article.
2. If the grievant is not satisfied with the disposition of the grievance in Level Two, or if no disposition has been made within three (3) school days of the Level Two meeting, the grievant, or his/her representative, on behalf of the grievant, may refer the grievance to arbitration by filing written notice of such referral (refer to Appendix D) with the Superintendent not later than ten (10) school days from the date that the written disposition was given or should have been given in Level Two. The grievance shall be advanced to arbitration by the filing of the AAA Demand for Arbitration.

3. The arbitration proceedings shall be governed by the rules and regulations of the American Arbitration Association.
4. The arbitrator shall be governed by the express terms of this Memorandum of Agreement in reaching his recommendation.
5. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement or School Board policy.
6. The cost of the arbitrator shall be shared equally by the Board and the BTA.
7. Within thirty (30) school days after the hearing is closed, the arbitrator shall render a written decision to the parties which shall set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be advisory on the parties for grievances filed under definition 3.021 (B.) and/or 3.021 (C.) and shall be binding on the parties for grievances filed under definition 3.021 (A.).
8. If the grievant and his/her representative accept the arbitrator's recommendation the matter shall be deemed settled, and the recommendations of this arbitration shall be executed by all parties.
9. If the grievant or his/her representative or the Superintendent do not accept the arbitrator's decision, the rejecting party shall notify in writing the other parties within ten (10) school days of the receipt of the arbitrator's decision to the Board of Education. A copy of the appeal shall be sent to the Treasurer of the Board of Education.
10. The grievance shall be heard by the Board at its next regular meeting, providing however, that said meeting occurs ten (10) school days after the receipt by the Treasurer of the written intent to appeal. If said meeting fails within ten (10) school days of the receipt to appeal, the

grievance shall be heard by the Board at its next succeeding regular meeting. The Board shall meet with the grievant and his/her representative and the Superintendent or his/her designee to review the arbitrator's recommendations. Said meeting shall take place in an open public meeting unless requested by the grievant that the meeting be in executive session. Each party shall have the opportunity to present written and oral arguments.

11. Persons having direct interest or involvement in the grievance shall be in attendance if requested by either party for the purpose of clarifying previous testimony. Both parties shall notify the other party of witnesses to be called.
12. After full and deliberate consideration of all the facts, the Board shall render a written decision on the grievance to the grievant within ten (10) school days of the hearing.

ARTICLE IV – ASSOCIATION RIGHTS

4.01 Use of School Buildings

When the BTA intends to use a District building for a meeting, the BTA President must notify the building administrator in advance of such meeting by using the Building Utilization Form to ensure that the space is available and to ensure, as well, that necessary arrangements for custodial services can be made.

4.02 Association Leave

Conference expenses for the following shall be subject to payment by the Bay Teachers' Association. This section is not subject to the requirements of Article V, Section 5.10.

4.021 Association Leave - President

Four (4) school days per year or the equivalent shall be available to the BTA President, or his/her designee, for the purpose of attendance at meetings related to the professional activities of BTA.

4.022 Association Leave - Designated

A total of twelve (12) days shall be allotted to BTA for its delegates named by the BTA President for the purpose of attendance at meetings related to the professional activities of BTA. Without mutual agreement of the BTA President and Superintendent, no teacher except the President will be absent on BTA business for more than three (3) class days per year.

4.023 PTA Release Time

One teacher, appointed by the BTA Executive Committee, shall be granted released time to attend the Bay Village PTA Council meetings held during the school day. BTA will notify the Superintendent and building principal in September of each year which teacher will be attending.

4.03 Association Dues Deduction

4.031 Authorization

The Treasurer will deduct the regular membership dues of the United Teaching Profession from the salaries of those teachers who authorize such deductions. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Treasurer to discontinue such deductions or employment with the Board terminates.

Authorization for dues deduction must be presented to the Treasurer no later than October 1 in the year such deductions are to begin. Dues deductions will be made in ten (10) equal installments, beginning with the month of November. The Treasurer of the Board will remit to the Treasurer of the Bay Teachers' Association the deductions made each month.

The time period for written notification for the discontinuance of dues deductions shall be between September 1st and September 15th.

4.04 Fair Share Fee Authorization

In recognition of the Association's obligation to and services for the entire bargaining unit as the exclusive bargaining agent the following Association Security Fee provisions are provided:

4.041 Payroll Deduction of Fair Share Fee

The Board shall deduct at no charge to the Association from the pay of members of the bargaining unit who elect not to become or to remain members of the BTA/OEA/NEA a fair share fee for the Association's representation of such nonmembers during the term of this Memorandum of Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

4.042 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. For those employed less than a full year, the annual fee will be appropriately prorated according to OEA's formula.

4.043 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

Payroll deduction of such fair share fees for the annual July to July employment year shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after thirty (30) days after initial employment. An employee may elect to commence earlier deductions by written authorization to the Treasurer.

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4.044 Transmittal of Deductions

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

4.045 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

4.046 Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

4.047 Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to:
 - 1. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,

2. permit the Association or its affiliates to intervene as a party if it so desires, and/or
3. to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and

D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

4.048 Nonmember Rights

A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

4.049 Exclusivity

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

4.0410 Legal Compliance

The Association hereby assures the Board, its members, officers and administrative employees that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fees is

challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

4.05 Payroll Deductions

4.051 Allowed Deductions

The Board of Education shall provide payroll deductions for the following areas:

- A. United Teaching Profession
- B. Credit Union
- C. Tax Sheltered Annuities
- D. Insurance
- E. Savings Bonds
- F. United Way and any other organization per Board of Education policy to which at least five (5) members contribute. No staff member shall have more than two (2) charitable organization payroll deductions.
- G. F.C.P.E.
- H. Flex Spending Plan

4.052 Time Limits

- A. Teachers may request a change of deductions for Credit Union savings at any time during the school year. Requests must be presented to the Treasurer at least fifteen (15) days before the payroll date.
- B. Tax Sheltered Annuities may begin with or be changed with the October 20, January 20, April 20, or July 20 salary check. Contracts must be signed in the Treasurer's Office at least twenty (20) days before the pay day. Employees must follow applicable IRS regulations permitting only one change per calendar year.

4.053 Administrative Charges

There shall be no service fee or administrative charges for any of the above stated payroll deductions.

4.06 Storage Space

The Board shall provide the BTA with storage space for BTA's locked filing cabinets and materials in a District facility. Said space shall be made available in the K.T. Allen Building unless the BTA President and Superintendent agree otherwise.

4.07 Office Space

The Board will attempt to locate and make available office space in a District facility for use by the BTA. Such space, if located, will be returned to school use if necessary.

4.08 Self-Directed In-Service

The BTA President may meet his/her obligation for self-directed in-service activity as established by Section 8.012 through professional service activities on behalf of the Association.

4.09 Contributions on Earning for Service to Teacher Professional Organizations

- A. STRS Ohio members who are paid service to Teacher Professional Organizations (TPOs) may qualify to make contributions on part or all of their earnings for this service.
- B. Members may optionally contribute annually on these earnings for a maximum of five (5) Association positions.
- C. Payment must be part of the collectively bargained agreement between the employers and TPO to qualify for contributions.
- D. All negotiated agreements for contribution on TPO service must include the following:
 - 1. Name of individual/position to be paid.
 - 2. Statement from TPO that payment is for TPO service.

3. The rate or amount of the payment.

4. When the payment is made.

E. Additional guidelines:

1. There shall be no cost to the Board of Education. Remittance to the Board shall include retirement, Workers' Compensation, and Medicare.

2. TPO member(s) shall receive payment in the June payroll check.

3. Each year the Treasurer of the BTA shall submit the necessary information to the Treasurer's Office no later than May 1st.

4.10

Dues Deduction During Leave

In accordance with the BTA/OEA guidelines, members of the bargaining unit who are on leaves of absence are not excused from paying professional dues. When a leave is for a half year, as determined by the OEA guidelines, the teacher is entitled to a reduction in the dues structure. When taking a leave of absence which would result in the teacher not returning to work during that same school year, the balance of the annual dues will be deducted from the teacher's final paycheck before commencement of the leave of absence. If this deduction does not occur, the bargaining unit member, by virtue of membership or fair share fee arrangements, has agreed to pay the BTA as collection agent for OEA, NEA, NEOEA, and UniServ, upon demand, the remainder of the dues for the membership year.

Should a leave of absence extend beyond the end of one school year, the school District Treasurer, upon notification by the Treasurer of the BTA, shall deduct any unpaid portion of dues resulting from the leave of absence, from the first paycheck of the returning bargaining unit member. If this deduction does not occur, the bargaining unit member, by virtue of membership or fair share fee arrangements, has agreed to pay the BTA as collection agent for OEA, NEA, NEOEA, and UniServ, upon demand, the dues for the membership year as determined by OEA guidelines. The notification by the Treasurer of the BTA to the school District Treasurer shall include a signed and dated statement of authorization by the employee for the District to deduct the unpaid Association dues. This notification must be received by the school District Treasurer the first of the month in which the deduction is to be made.

Board action to deduct unpaid dues from the final and/or first paycheck is an activity of the employer covered by the indemnification provisions of this negotiated agreement, Section 4.047.

ARTICLE V - LEAVE POLICIES

5.01

Sick Leave

5.011 Entitlement

Each full-time teacher of the Board shall be entitled, for each completed month of service, to sick leave of one and one quarter (1-1/4) work days with pay (15 days per year). Part-time teachers shall accrue sick leave on a pro rata basis.

5.012 Accumulation

Unused sick leave shall be accumulated up to three hundred (300) days.

5.013 Reasons

Acceptable Reasons for Sick Leave with Pay:

- A. Personal illness, injury, or pregnancy.
- B. Exposure to contagious disease which could be communicated to others.
- C. Illness, injury, or death in the teacher's immediate family. ("Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, grandmother, grandfather, mother-in-law, father-in-law, or any person who has clearly stood in the same relationship with the teacher as any of these.)
- D. A maximum of five (5) days' absence will be allowed in the event of the death in the immediate family of the wife or husband of a teacher.
- E. A maximum of three (3) days absence will be allowed in the event of death of grandparent or grandchild.
- F. A maximum of two (2) days will be allowed in the event of death of aunt, uncle, first cousin or grandparent-in-law.

5.014 Sick Leave Advance

Each full-time teacher shall have fifteen (15) days of sick leave available at the beginning of employment. If a teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the Board of Education for the sick leave used but not earned.

5.015 Statement

If medical attention is required, the teacher shall be required only to state the dates when the physician was consulted. Nothing in this section shall be construed to waive the rights of the physician-patient privilege. Falsification of a statement for the use of sick leave is grounds for suspension or termination of employment.

5.02 Catastrophic Illness Bank

A Catastrophic Illness Bank shall be established from voluntary donations of sick leave days from teachers and administrators. If a bargaining unit member or administrator elects to contribute, each day of contribution shall result in a reduction of two (2) days from the donating person's sick leave accumulation. In the event a teacher experiences a catastrophic illness or injury and exhausts sick leave, the teacher may contact BTA to seek assistance in applying to use the Catastrophic Illness Bank.

5.021 Application to Catastrophic Illness Bank

A teacher/administrator may apply to the Bank provided he/she has met the following criteria:

1. All accumulated sick leave has been exhausted.
2. His/her absence is due to a catastrophic illness, a serious accident or long term illness as certified by the attending physician.
3. The teacher/administrator is not receiving Workers' Compensation if the leave is related to an accident.
4. The teacher/administrator has completed the application to use the Bank.

5. The maximum number of days an applicant may request is thirty (30) per school year.
6. A committee composed of the Superintendent and the Treasurer and two members of the Association shall jointly review each application and will make a final decision as to the eligibility of the applicant. The committee's decision shall not be grievable nor may it be contested through any other legal process.
7. The applicant must be an active participant in the Catastrophic Illness Bank at the time of application.
8. If the applicant is granted disability retirement through STRS, use of the Bank shall cease and unused days shall be returned to the Bank.

5.022 Contributing to the Catastrophic Illness Bank

1. Each school year during a window period beginning September 1st through September 30th, teachers/administrators shall be entitled to make a contribution to the Catastrophic Illness Bank using the catastrophic illness form. If five (5) or less days remain in the Bank, added days may be solicited from teachers/administrators for a period of 30 days.
2. A donation of one day will produce one day in the Bank and will reduce the teacher/administrator's accumulated sick days by two (2) days for each day donated.
3. Contributors to the Bank shall have a minimum of ten (10) days accumulated sick leave remaining after the donation.

5.03 Parental Responsibility Leave

Any teacher within the Bay Village School System who is an expectant mother or father, adopting a child, or appointed as guardian or foster parent shall at his/her request be granted a parental responsibility leave without pay or increment subject to the conditions set forth below:

5.031 Leave Rights

The parental responsibility leave shall begin any time prior to the birth of the child, following the presumed period of recovery (6 weeks) after childbirth or upon the teacher's release from sick leave by the teacher's physician, prior to or within 6 weeks of the date of obtaining custody of an adopted child, or prior to or within 6 weeks of the date of the appointment as guardian or foster parent of a child. Such leave shall be for the balance of the school year in which it commences and at the option of the teacher for one or two school years thereafter. The teacher shall give written notice by March 15th of each year of such leave as to whether he/she intends to return for the following year. If such notice is not received by March 15th, it will be assumed that the teacher does not wish to return to employment with the Bay Village Schools.

Subject to the provisions below, all returns from such parental responsibility leaves shall coincide with the start of the school year. In the event the teacher experiences financial hardship after the commencement but before the conclusion of such leave, he/she may request of the superintendent to return at the start of the next semester. A teacher must return to service for a full year before he/she is eligible for another parental responsibility leave.

5.032 Application for Leave

Application for parental responsibility leave shall be in writing. It shall contain: (1) a statement of the expected date of birth or date of obtaining custody (in the case of an adoption, foster placement, or guardianship), (2) the date on which the parental responsibility leave is to commence, and (3) the date the teacher anticipates returning to service.

5.033 Time for Filing Application

Application for parental responsibility leave shall be made no less than thirty (30) calendar days before the beginning date of the leave. In the case of adoption, guardian placement or foster placement, the application for leave shall be given five (5) calendar days before the leave is to begin where possible.

5.034 Reinstatement Rights

Upon return from leave, the teacher shall be reinstated to a position, shall assume the same placement on the salary

schedule held prior to the leave, shall retain her/his position on the seniority list and may be subject to reduction in force under Section 7.09. The teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.

5.04 Sabbatical Leave

5.041 Professional Growth Plan

A teacher who has been in the employ of the Board for not less than five (5) years in a professional position(s), and who holds a certificate, may be granted leave of absence for not more than one (1) school year for the purpose of pursuing a plan for professional growth. Such leave shall be subject to approval by the Board upon recommendation by the Superintendent. Such sabbatical leave shall be subject to the provisions of Section 3319.131 of the Ohio Revised Code. A teacher granted leave under this policy, upon return from leave and upon proof of completion of the plan for professional growth as approved by the Superintendent, shall be paid a salary which shall be the difference between the employee's expected salary (during the period of leave) and the salary of the teacher's replacement for such period. Proof of completion shall be submitted by February 1 of the following year.

5.042 Insurance Maintenance

A teacher granted leave under this policy may maintain hospital insurance coverage by paying the cost of the premium to the Treasurer of the School District.

5.05 Assault Protection and Leave

Assault leave shall be granted to a teacher who is unable to work and who, therefore, is absent from his/her assigned duties because of injury resulting from a physical assault which is unprovoked. Said leave shall not be charged against sick leave earned under Section 5.01 of this Agreement. Said teacher shall be granted the aforementioned assault leave and shall be maintained on a full pay status during such absence, up to a maximum of ninety (90) working days.

5.051 Conditions

Teachers shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the teacher must have occurred during the course of employment with the Bay Village Board of Education while on the board premises or at a board approved or sponsored activity/event.
- B. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.
- C. If the teacher received medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability, and its duration, may be required before assault leave payment is made.
- D. A teacher shall not qualify for payment of assault leave until the Assault Leave Form (Appendix I) and requested physician's statement pursuant to (C) above, have been submitted to the Superintendent.
- E. Teachers shall not be permitted to accrue assault leave.
- F. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.
- G. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

5.06 Family and Medical Leave of Absence

5.061 Eligibility

An eligible employee may take up to twelve (12) consecutive work weeks of unpaid leave ("FMLA Leave") in any school year for one or more of the following circumstances:

- A. the birth of an employee's child and to care for the child;

- B. the placement of a child with an employee for adoption or foster care;
- C. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
- D. the employee's inability to perform the functions of the position because of the employee's own serious health condition.

5.062 Conditions Related to Employment

To be eligible for FMLA Leave, employees must:

- A. have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
- B. have worked at least 1,250 hours during the last twelve (12) months. Full time certificated employees employed for at least 12 months are presumed to meet this requirement.

5.063 Entitlement Within Collective Bargaining Agreement

This Policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any of the circumstances set forth in Section 5.061 above, the leave will be treated as and counted against FMLA Leave available under this Article. Unpaid leave begins only after all accrued vacation leave (if any) has been used.

5.064 Notice

- A. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.

- B. Whenever the leave is necessitated by the serious health condition of the employee or his/her family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification (FMLA Form 1, Appendix E or Form 2, Appendix F) issued by a health care provider to support his/her request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification (FMLA Form 3, Appendix G). If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

5.065 Intermittent Leave and Reduced-Work Schedule

- A. When medically necessary, an employee 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 employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
- B. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, such employee must elect either:
 - 1. to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment;
 - or
 - 2. to transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified, and that
 - a. has equivalent pay and benefits; and

- b. the Board determines better accommodates recurring periods of leave than the regular employment position of the employee.
- C. If any other employee requests intermittent leave or a reduced work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
 - 1. the employee is qualified for the position and
 - 2. the position better accommodates recurring periods of leave.

5.066 Leave Near End of Semester

- A. If an employee begins any FMLA Leave more than five weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:
 - 1. the leave is of at least three weeks duration and
 - 2. the return to employment would occur during the three week period before the end of the semester.
- B. If an employee begins 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 weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA Leave until the end of the semester, if:
 - 1. the FMLA Leave is of greater than two weeks duration and
 - 2. the return to employment would occur during the two week period before the end of the semester.

- C. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three weeks prior to the end of the semester and the duration of the leave is greater than five working days, the Board may require the employee to continue to take leave until the end of the semester.

5.067 Medical Opinion

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave.

5.068 Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

5.069 Return to Work

- A. When an employee is medically able to return to work after a serious health condition, he/she shall provide the Board with a statement from his/her health care provider (FMLA Form 4, Appendix H) that the employee is able to resume the job functions of his/her position.
- B. At the end of a FMLA Leave, the Board shall restore an employee to employment within a reasonable time according to the conditions set forth in Article V, Section 5.034. No employee shall be entitled to any greater rights, benefits or employment beyond that to

which the employee would have been entitled had the employee not taken FMLA Leave.

- C. Should an employee not return to work at the end of 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 employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee 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 (FMLA Form 1, Appendix E) from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

5.0610 Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

5.07 Continuation of Insurance Programs

A teacher on an approved leave of absence may at his/her option pay the group rate for any insurance program he/she desires to continue within the provisions of the insurance policies in force.

5.08 Maintenance of Service

Any approved leave of absence shall not constitute a "break in service" for the staff member on said leave.

5.09 Personal Leave

5.091 Purpose and Definition

Personal leave is designed to cover legitimate reasons for absence, which are not covered in the Sick Leave policy, for the purpose of attending to personal business that cannot be conducted outside the regular school day or for personal reasons over which the teacher has no control. Personal leave shall not be used for vacation or personal recreation.

Personal leave is non-cumulative and shall not be charged to sick leave.

5.092 Allotted Days and Procedure

A maximum of four (4) days per school year shall be granted upon written request of the teacher. The teacher shall make the request for said leave as much in advance as possible. If advance notice is not possible, the teacher will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his/her return.

5.093 Designated

On the work day before or after a holiday (legal holiday, winter break and spring break) or on parent conference days or in-service days the teacher must designate the reason.

Designated reasons to be approved include:

- A. Court appearances scheduled on school time as a litigant or witness.
- B. Observation of a religious holiday of a recognized major religious faith which normally requires abstinence from work.
- C. Attendance at the graduation exercises of the teacher, spouse or children.
- D. The wedding of the teacher.
- E. A wedding in which the teacher is a member of the wedding party or where the bride or groom is the parent, child, sibling, grandparent, grandchild or any member of the family or household who has clearly stood in the same relationship with the teacher as any of these.
- F. Emergencies involving family property which require the teacher's absence from duty to make necessary arrangements. Example: fire in the home, flood damage, frozen water pipes.
- G. Medical or legal emergencies involving one or more of the persons identified in Section 5.093 (E) above,

where other leave provisions of this Agreement do not apply.

- H. Arranging for selection of college, entry to college, etc.
- I. Attendance at parent-teacher conferences which cannot be scheduled outside the teacher work day.
- J. Travel conditions making it impossible for teacher to get to the job. Examples: impassable roads due to snow, failure of airline to complete scheduled flight.
- K. Conducting personal or family business with an attorney, professional counselor or similar type personal service that cannot be scheduled on non-school time.
- L. Funeral of close friend or travel time required for death in non-immediate family beyond the day allowed in Sick Leave.
- M. Testify at an arbitration or impasse hearing (up to three (3) persons per hearing.)
- N. Child's school activities.
- O. Other reasons meeting the definition in 5.091 and 5.092 and judged to be reasonable by the Superintendent. Specific nature of the situation is to be reported on the form, reported in a separate sealed envelope directed to the Superintendent, or discussed personally with him.

5.094 Request Forms

Advance permission for the use of personal leave shall be obtained from the Superintendent of Schools on the special form provided. For situations in which prior approval cannot be obtained, the teacher will report the absence to his immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his return.

5.095 Additional Personal Days

A teacher may apply to the Superintendent for additional personal leave days. The Superintendent's decision to grant

or deny such days shall not be subject to the grievance procedure.

5.096 Falsification of Statement

Falsification of the statement in the request is grounds for suspension or termination of employment.

5.097 Personal Leave Without Pay

When paid days are not available, unpaid days may be taken with approval of the Superintendent.

5.098 Incentive – Unused Personal Leave

- A. At the end of a teacher work year unused personal leave days shall convert to accumulated sick leave.
- B. However, a teacher who uses no personal days in a school year may accept the following incentive as an alternative – a one time annual payment equal to two days of the substitute rate for that school year.
- C. Alternative selection notice: A notice will be given to each teacher and he/she will state his/her choice of the alternative. The choice will be applicable each year until the teacher notifies the Treasurer's office that he/she wants to change his/her designation.

5.10 Professional Meetings

5.101 Criteria

Requests to attend professional meetings by teachers will be considered according to the following criteria:

- A. The maximum distance allowable for compensation for transportation will be a 500 mile radius of Bay Village; i.e., 1,000 miles round trip at the rate equal to that established by the IRS. All tolls and parking fees shall be paid by the Board upon submission of receipts. Other travel arrangements may be approved by the Superintendent and shall be reimbursed following attendance at the rate and amount approved.
- B. Expenses for meals and lodging associated with professional meetings shall be reimbursed to a

maximum per diem of \$175 with reimbursement to follow submission of appropriate receipts for lodging and meals. The Superintendent may increase the per diem by up to 5% in a given year by posting the new rate.

- C. Request for reimbursement should be made on form found in Appendix T and submitted to the Superintendent, after attendance at the meeting.
- D. Department heads, grade level coordinators, and team leaders shall develop lists to rotate opportunities for attendance at professional meetings within the grade level, subject department, or special service areas to allow an equal opportunity for attendance for all interested teachers.
- E. A maximum of four (4) school days per year per teacher for attendance, as well as presentation, at professional meetings may be allowed. At the discretion of the Superintendent this may be extended to cover unusual circumstances. Required District committee work will not count against individual professional development days.
- F. Criteria (A)-(D) do not apply to professional meetings where expenses are not reimbursed by the Board of Education.
- G. Time off will be given in accordance with item (E) for attendance at workshops, clinics, or meetings held for those who sponsor extracurricular activities; however, expenses shall be paid by the Board of Education upon approval of the leave and expenses by the Superintendent.
- H. These regulations do not apply to meetings where attendance is required by the Superintendent of Schools.
- I. A report on the professional meeting may be requested and required when expenses, as approved by the Superintendent, are paid by the Board.
- J. Applications for attendance at professional meetings should be made on Form #72 and receive the approval of the principal before being forwarded to the Superintendent for his consideration.

- K. The Board of Education shall schedule in-house training for sports medicine and C.P.R. training twice each year.

5.11 Leave Without Pay

A teacher may apply for leaves of absence without pay or benefits for up to one (1) school year. Approval of the application is at the discretion of the Superintendent and Board. The teacher may apply for renewal of the unpaid leave for up to one added school year. A teacher on such a leave may purchase health insurance in accordance with Section 5.042. Upon return from leave, the teacher shall be reinstated to a position, shall assume the same placement on the salary schedule held prior to the leave, shall retain her/his position on the seniority list and may be subject to reduction in force under Section 7.09. The teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.

5.12 Jury Duty

A teacher who serves as a juror shall not be required to remit jury duty pay to the Board.

5.13 Military Leave

The Board and Association agree to follow the requirements of federal and state law with respect to teachers called to active service or reserve duty in the military.

5.14 Professional Service

Where a teacher is paid to provide a professional service on an approved professional leave day the teacher will remit to the District the lesser of the daily substitute teacher rate or the stipend received for the service.

ARTICLE VI – TEACHER EMPLOYMENT

6.01 Newly Hired Teachers

6.011 Conditional Employment

All teaching employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation.

A. Conditional Employment Release

If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.311(B)(1), the individual shall be informed that he/she is being released from said conditional employment and the reason, i.e., the report from BCII and/or FBI for the release.

B. Meeting Request

If the teacher requests in writing, the Superintendent or designee will meet with the teacher to review the results of the report from BCII and provide the teacher with an opportunity to explain why such results are incorrect.

C. Appeal Restrictions

No individual released from conditional employment under this section, nor the Association or any other agency or individual acting upon the employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest an employee's release from conditional employment by the Board.

6.012 Re-employment of Retired Teachers

A teacher retired under STRS ("reemployed teacher") may be re-employed under the following conditions:

A. The re-employed teacher will start with salary schedule placement experience of 5 years and education credit of up to a Master's Degree. The re-employed teacher will be advanced one year on the salary schedule above step 5 for each year of re-employment service in the District.

B. The re-employed teacher will be eligible for Board-paid health/medical insurance only until he/she is eligible for coverage through STRS. He/she will be eligible for life and other insurances offered by the Board which are either not available through STRS or are available only through payment by the re-employed teacher of the full cost of such insurances. In addition, insurance eligibility for re-employed

teachers who work part-time shall be governed by Section 12.013.

- C. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with O.R.C Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Section 9.014(C).
- D. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.
- E. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Section 7.09.
- F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- I. Re-employed teachers may commence their re-employment with up to 15 days of accumulated sick leave if said days are carried forward from their prior employer.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- K. The BTA President shall be consulted in any re-employment situation.
- L. Non-retired teaching staff will have priority on all supplemental contracts.

6.02

Salary Schedule Placement

6.021 Previous Experience Credit

In the form of the current annual increment on the salary schedule for each year of service outside this District as a regular public school teacher, as a teacher in a chartered nonpublic school in Ohio, for each year (12 months) of service in the armed forces of the United States, or any combination of such periods of teaching and military service up to a total of at least five (5) years as provided by law.

6.022 Additional Experience Credit

Additional credit may be given for recent teaching experience beyond five years upon recommendation of the Superintendent. Credit for other experience, teaching or non-teaching, shall be submitted to the Board for consideration.

6.023 Additional Education Increments

- A. In addition to the other requirements set forth governing placement on the Salary Schedule,-- to receive credit for placement on the BA + 45, BA + 55, MA + 10, MA + 20, MA + 30, and MA + 40 columns on the salary schedule, teachers shall have received prior approval of the Superintendent for all course work taken beyond the BA + 30 semester hour column with the exception of the M.A. column. Credit hours will be approved only if they are acceptable to the State Department of Education for certification purposes.
- B. Courses to be approved should be judged by the Superintendent on their value to the District for improvement of the teacher's instructional skills, broadening of the teacher's background knowledge in the area of assignment, or developing skills and knowledge for a new assignment.
- C. Courses may be at either graduate or undergraduate level.
- D. Teachers are responsible for presenting transcripts representing completion of additional course work to the Office of the Superintendent by October 1st for the adjustment to be effective at the start of the

school year and by March 1st for the adjustment to be effective at the start of the second semester provided, however, that additional training submitted in July shall not be included for salary schedule placement purposes until the first pay of the next school year. An exemption may be granted to the filing dates if the teacher can demonstrate he/she made a written request for the transcript by September 10th or February 10th.

6.024 Graduate Credits

All graduate credits from an accredited institution shall be accepted at any training step on the salary schedule with the exception of those listed in 6.023 above.

6.025 Undergraduate Credits

- A. Prior approval of all undergraduate credits by the Superintendent is required on Form SSP (Appendix V).
- B. Undergraduate credits up to a maximum of twenty (20) will be allowed at any training step between the Bachelor's and Master's degrees provided that such courses are pertinent to the subject field or professional preparation of the teacher or where the intent of the course work is to improve the professional competency of the teacher. Where there is a question of relevancy, the Superintendent is the final authority.
- C. All undergraduate credits pertinent to the professional growth of the teacher will be counted for placement on the salary schedule beyond the Master's Degree and need prior approval of the Superintendent.

6.026 Workshops Credit

These may be counted at any training level beyond the Bachelor's Degree, provided that such courses are pertinent to the subject field or professional preparation of the teacher, or where the intent of the course work is to improve the professional competency of the teacher.

A. Requirements

In order to receive credit on the schedule, the workshops must also meet the following requirements:

1. Advance approval by the Superintendent must be given. (Form SSP – Appendix V)
2. Must be on a voluntary basis.
3. Must not be reimbursed by the Board of Education.
4. Cannot be on school time.
5. If college credit is received, no credit will be given under this section.

B. Credit

Credit will be determined by the following formula:

1 semester hour of credit = Thirty (30) workshop or class hours (effective with the 2007-08 school year).

6.027 Post-Bachelors/Masters Degree Requirement

Upon hire, for initial placement the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in education or a field related to the area of licensure.

For placement the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in the BA + 10, BA + 20, BA + 30, BA + 45, BA + 55, MA + 10, MA + 20, MA + 30, and MA + 40 columns on the salary schedule, the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in education or a field related to the area of licensure.

6.028 Change of Contract Application

- A. Personnel applying for a change in salary due to completion of additional hours should complete Form #140 and send it to the Superintendent's office with an official transcript verifying the necessary credits.

- B. The teacher shall be placed in the proper salary bracket effective with the start of the first or second semester as determined by Section 6.023 above.

6.03 Part-Time Teachers

6.031 1/2 Time or More

All part-time teachers (1/2 time or more) employed by the Bay Village Board of Education shall, upon completion of the school year, be advanced by the appropriate increment (next step) on the salary schedule.

6.032 Less than 1/2 Time

Teachers who teach less than 1/2 time will receive a one-year increment for each two years served.

6.033 Job Sharing

- A. Subject to approval of the Superintendent, job sharing is a voluntary arrangement between two teachers to share one full time teaching position in one building.
- B. Job sharing arrangements are approved for one year only. Job sharing partners may reapply for each subsequent year they wish to continue the arrangement.
- C. Teachers are responsible for identifying prospective job sharing partners. First consideration will be given to current members of the Bay Teachers' Association bargaining unit who wish to be considered for job sharing arrangements and who have continuing contract status and/or at least five (5) years in the District. Current members of The Bay Individual/Small Group Instruction Teachers' Association may be considered when no current BTA bargaining unit member has declared interest in a job sharing arrangement.
 - 1. When a BTA bargaining unit member has difficulty finding a member of the bargaining unit who is interested in a job-sharing proposal, the member will so notify the President of BTA prior to February 1st.

2. The BTA President will then notify the membership that a member is seeking a job-sharing partner through building representatives.
 3. If a partner is not found from the BTA membership by February 15th, the BTA President will notify the President of the Bay Individual/Small Group Instruction Teachers' Association of the interested party.
- D. Teachers who wish to job share must submit annually a written comprehensive application or letter of interest for such arrangement to the affected building principal and provide a copy to the Superintendent by March 1st. Comprehensive applications will be required where the job share arrangement has been in place for two (2) full school years or less or where one of the job share partners would change. Where the arrangement has been in place for more than two (2) full school years and where the partners will continue unchanged, teachers must submit a letter of interest to continue for the following school year. Where required, comprehensive job sharing applications will:
1. confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;
 2. include a plan describing the teaching techniques, methods and grading practices of the proposed partners, and how these will be implemented to insure compatibility, consistency, and continuity of instruction; and
 3. specify the manner in which the position will be split.

Following submission of the application/letter of interest, the proposed job sharing partners will arrange to meet with the principal of the building to discuss their application by March 15th.

- E. Job sharing arrangements will be approved or rejected by the Superintendent by April 1st. The

decision of the Superintendent to approve or reject an application is not subject to the grievance procedure.

- F. The salary and benefits of job sharing partners will be allocated on a basis proportionate to their sharing of responsibilities but are not eligible for the insurance waiver.
- G. Job sharing partners will attend the first five (5) student days of the year, as well as all pre-service days. Partners who wish to attend less than the first five (5) student days will submit a written rationale describing how they will insure student and parent understanding of the job share and continuity of instruction. This proposal will be approved or rejected by the Superintendent as part of his/her consideration of job sharing arrangements for the following school year. Additionally job sharing partners are expected to attend all meetings outside the student day (this responsibility may be shared as arranged with the principal). The annual salary paid to job sharing partners includes attendance on the days and at the events here specified.
- H. Job sharing partners will be given priority for the opportunity to serve as a substitute for their absent partner at the substitute rate.
- I. The seniority accumulation of job sharing partners will be prorated on a basis proportionate to their job sharing responsibilities.
- J. The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force under Section 7.09, and may result in one or more voluntary transfers, Section 7.07, and/or involuntary transfers, Section 7.08.
- K. At the conclusion of a job share, each former job sharing teacher shall be assigned to a position per Section 7.07, but may be subject to reduction in force under Section 7.09.
 - 1. The former job share teacher's subsequent assignment, insofar as practicable, shall be comparable to that held prior to the job share.

2. The more senior job share teacher shall be afforded the opportunity to remain in the position which was shared, if that position will be filled for the following year. If the senior teacher remains in the shared position, the junior teacher may apply for transfer to other vacant positions. If the more senior teacher prefers a transfer, the junior teacher will be afforded the opportunity to remain in the position which was shared, provided that position will be filled for the following year, or may apply for transfer.

ARTICLE VII – EMPLOYMENT PROCEDURES

7.01 Individual Contracts

Individual teacher contracts shall, in addition to the provisions required by law, include the following:

- A. A statement of the school year covered by the contract, including the opening and closing dates of such year, except as such closing date may be extended by the Board as the result of emergency, such as act of God, fire, etc.
- B. A statement of the teacher's salary for the school year.
- C. A statement of the amount of pay to be deducted per diem for unexcused absences, and a statement of the additional compensation per diem for any days of school attendance required beyond the school calendar. The calculation of the per diem deduction or additional compensation, as the case may be, shall be 1/187th times base salary equals amount deducted or added per day. (This paragraph does not apply to extended service covered by paragraph A, above, or to extended service covered by the contract of a particular teacher for which compensation is specifically set forth in such contract.)
- D. Supplemental contracts granted to teachers engaged in the performance of duties which are in addition to the regular teaching duties shall contain a statement listing each additional activity to be performed and the compensation for each such activity.

7.02 Continuing Contract Application

A teacher who is eligible for continuing contract consideration must notify the Superintendent in writing (Appendix N) on or before September 15 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 15 will not be eligible for continuing contract consideration until April of the following year.

7.03 Supplemental Contracts

7.031 Multi-Year Contracts

A. First-Time Contract Holders

Holders of supplemental contracts shall be issued up to three (3) one (1) year contracts in each supplemental position they hold listed on the schedule referred to in Section 13.06.

B. Previous Contract Holders

If a supplemental holder has already held a supplemental position for three (3) consecutive years, if renewed he/she shall be issued a multi-year contract of either two (2) or three (3) years.

C. Restrictions

1. Permanent Established Length

Once the multi-year contract has been established as either a two (2) or three (3) contract for that position, it will so remain. The supplemental holder may request a contract of shorter duration.

2. Non-Bargaining Unit Members

Supplemental holders who are non-bargaining unit members will be issued a one (1) year contract only.

D. Severability

Severance of the underlying teacher contract severs the supplemental duty contract.

7.032 Position Appointment

- A. The administration agrees there shall be no mandatory rotation of supplemental contract positions among members of the bargaining unit.
- B. Each year at least 30 calendar days prior to the timeline for submission of the supplemental contract interest form the department chair, grade level coordinator or team leader, etc. (“meeting initiator”) shall convene a meeting to review the performance of that function. The building administrator may be invited to that meeting by the initiator.
- C. When two or more bargaining unit members apply for a supplemental position the candidates will be notified of the other bargaining unit members who have applied.
- D. Bargaining unit members will be notified of determinations regarding filling of the position prior to action of the Board.
- E. Qualified bargaining unit members who apply shall be awarded the supplemental position if the position has been held by a non-unit member for less than three (3) years.
- F. Where a bargaining unit member applies and a non-bargaining unit member re-applies for a position she/he has held for three (3) years or more, the bargaining unit member will be interviewed and will be informed of the decision prior to the recommendation of employment being made to the Board.
- G. Where two or more bargaining unit members apply for a position, each will be interviewed unless the administration intends to recommend the current contract holder for re-appointment to the position.

7.033 Supplemental Review

- A. On an annual basis, any student, parent, and/or staff member may submit an application (see Appendix P) to add, modify, or delete a supplemental position. Applications regarding fall sports should be submitted by November 1st of the year prior to the proposed implementation and all other applications

should be submitted by March 1st of the year prior to the proposed implementation. Applications can be submitted at other times if the applicant can provide evidence that the above time lines cannot be met.

- B. A committee composed of two representatives of the Board and two representatives of the Association shall meet to review all job descriptions and recommend a salary for each position submitted. This committee will also make recommendations to the Board/BTA negotiations teams regarding modifications to non-co-curricular supplementals such as department chairs and grade level coordinators.
- C. Co-curricular supplementals will be reviewed by the Activities Council, which will make recommendations to the Board/BTA negotiations teams regarding modifications to the supplementals.
- D. If the Board approves creation or modification of the recommended position, the bargaining team will then meet to review the salary recommendations pursuant to Article II.

7.04 Payroll Procedure

7.041 Regular Salary Payment

Teachers shall be paid twice per month.

7.042 Supplemental Contract Payment Options

A. Entire School Year Contracts

The salaries of employees who hold supplemental contracts which extend over the school year shall have the option for a lump sum payment on June 20 or be paid on regular pay days in equal installments.

B. Seasonal Contracts

Those employees holding supplemental contracts which cover a season shall be paid at the end of the season.

7.05 Automatic Payroll Deposit

7.051 Authorization Form

Automatic payroll deposit is required for all teachers. A copy of the Automatic Payroll Deposit Authorization form must be completed and returned to the Office of the Treasurer and this same form must be submitted to request changes.

7.052 Earnings Statement

Each pay day the employee will receive an earnings statement showing gross salary, taxes, other deductions and net pay.

7.06 Teaching Assignments

7.061 Rationale for Teacher Assignments

Teacher assignments shall take into consideration equitable work loads (number of students, number of preparations, room assignments) and the provision of the highest quality instruction possible including opportunities for remediation, support and intervention. After identification of student numbers and interests and courses/grade levels, teacher assignments for the coming year shall be developed initially by the staff directly affected (department, grade level) prior to presentation to the principal. Annually the principal shall establish a deadline for departments to submit course lists and numbers. If consensus reflecting these criteria cannot be achieved by the teachers directly affected, or if the consensus does not provide the highest quality instruction possible including opportunities for remediation, support and intervention the principal shall make the assignment.

7.062 Tentative Assignment Notification/Class Lists

A. All teachers shall be given written notice of their tentative instructional assignments for the forthcoming school year not later than the preceding first day of June. At the high school this will be the tentative master schedule. No major change in such assignment (building, subject, or grade) shall be made unless necessary for educational reasons and/or work load equity and until the teacher involved is consulted and given the reason(s) for such change. If after July 10th a major change in such assignment is necessary and is established without the consent of

the teacher, that teacher shall have the right to resign the contract of employment.

- B. The tentative class list of students will be available to teachers two (2) weeks prior to the first student day of the school year.

7.07

Vacancy Notification

7.071 Vacancy Posting

- A. Principals will report promptly to the Superintendent any vacancy(ies) in professional and/or supplemental positions. Notice of professional and/or supplemental vacancy or vacancies shall be posted in the central office of each building and on the District email directory promptly after the existence of such impending vacancy is reported to the Superintendent. Such notice shall designate the position and the building location involved. Except for the time period set forth in Section 7.071B (3) below, teachers may apply for the position in the posting for a period of five (5) business days. Each member applicant will submit a letter of interest, resume and (if applicable) three (3) prior evaluations. When any such position is filled, the Superintendent, or his designee, will give written notice to the President of the organization.
- B. During the summer months, the notices provided under this policy shall be given to the President of the BTA. In addition, teachers may receive notice of vacancies during the summer months in one or more of the following manners:
 - 1. Teaching vacancies will be posted regularly on the District website.
 - 2. If the teacher supplies 6 self addressed envelopes with his/her summer mailing address to the Superintendent by June 1st, the teacher will receive the full list of vacancies in teaching positions on a regular basis over the course of the summer.
 - 3. If the teacher supplies his/her email address by June 1st, he/she will receive notice of teaching vacancies on a regular basis via email.

- C. The foregoing provisions do not apply where the vacancy results from the temporary absence of an employee; e.g., leave of absence due to illness, maternity, etc. The foregoing provisions do not apply where a teaching vacancy must be filled five (5) or fewer workdays prior to the start of the school year. A teaching vacancy that arises during the course of the school year, will be filled on a temporary basis for that year. If the position is to be filled for the following year, it will be posted.
- D. A teacher transferred involuntarily within the two-year period (24 months) prior to the posting will return to the same position (i.e. assignment, grade level) they held prior to the involuntary transfer if they elect to do so.

7.072 New Positions

Any certificated position created, not in existence as of the effective date of the Agreement, shall be posted in the central office of each building promptly after the creation of any such new position(s). All teachers meeting the posted qualifications for said position shall have an opportunity to apply for and be considered for said position(s). When any such position(s) is filled, the Superintendent, or his designee, shall give written notice to the President of the BTA.

7.073 Voluntary Transfer

Each member applicant will be considered before in-District interviews of outside applicants are conducted. A current member will be advised in writing by the Superintendent if he/she has been selected or denied the transfer or will be considered with outside applicants. A current member who does not receive a position in another building for which he/she has applied will receive written notification of that decision and the reason(s) for the denial of his/her request from the Superintendent. A denial of a request for voluntary transfer shall not be subject to the grievance procedure.

7.08 Involuntary Transfer

7.081 Definition

Involuntary teacher transfer shall mean a principal/administration initiated transfer which has not been approved by the certified staff member.

7.082 Vacancy Notification Procedure Posting

Prior to any involuntary transfer, notice of the intended vacancy or new position shall be posted utilizing the Vacancy Notification procedure. Whenever possible, seniority in the system will be a primary consideration in an involuntary transfer, with the staff member having the least seniority being transferred first; however, first consideration will be providing quality instruction. For this section, seniority shall be determined by the length of continuous service in the Bay Village School System.

7.083 Written Notification

If an involuntary transfer is to be made during the course of the school year, the certified staff person to be transferred will be notified in writing at least twenty (20) school days prior to the anticipated date of transfer except in the case of emergencies. The written notification shall contain a statement identifying the reason(s) for the transfer. The principal/administrator shall discuss said transfer and the reason for the transfer with the teacher upon request of the teacher.

7.084 Americans with Disabilities Act

The Board may initiate an involuntary transfer in order to provide a reasonable accommodation under the Americans with Disabilities Act. Before making the involuntary transfer, volunteers will be solicited by a posting. If an involuntary transfer must be made, seniority in the system will be a primary consideration, with the staff member having the least seniority being transferred first; however, first consideration will be providing quality instruction. For this section, seniority shall be determined by the length of continuous service in the Bay Village School System.

7.085 Return to Previous Position

A teacher transferred involuntarily to a position within the two-year period (24 months) before the posting of the same position held just prior to the involuntary transfer will return to the same position (i.e. assignment, grade level) they held prior to the involuntary transfer if they elect to do so.

7.09

Reduction in Force

7.091 Procedures

The following procedures will govern the reduction of certificated staff made necessary through decreased enrollment of pupils, the conclusion of a job sharing arrangement, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the District, or a substantial shortage of funds. Such procedures may be subject to revision in order to ensure compliance with state and federal laws relating to employment decisions. The procedures contained herein for such reduction in certificated staff shall not pertain to any certificated employee non-renewed for performance reasons.

- A. Teachers employed as of 3/1/92 and who now or hereafter obtain continuing contract status may only have their contracts suspended for the reasons specified in O.R.C. 3319.17.
- B. Employees hired after 3/1/92 and who thereafter obtain continuing contract status may, in addition to the reasons specified in O.R.C. 3319.17, be subject to contract suspension effective at the conclusion of any employment school year due to financial conditions (defined as when the five-year forecast has a negative balance available for certification in the current or following year assuming the general reserve is depleted and no unreasonable amount of funds are otherwise reserved).

7.092 Attrition

Insofar as possible, the number of teachers (defined to include administrators holding continuing teaching contracts who lose their administrative positions) will be kept to a minimum by not employing replacements for teachers who leave the system, are on leaves of absence, or whose limited contracts are not renewed for performance reasons or for those teachers who retire or die. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary certification.

7.093

Definitions

A. Teaching Field

Area of certification for which the teacher is properly certified, if on continuing contract, in accordance with O.R.C. Section 3319.22 or, if on limited contract, the area of teaching assignment in which a limited contract teacher currently holds proper certification.

B. Seniority List

A list specifying the order of seniority of each teacher in each area of his/her certification. The seniority list shall include a list of the reasons a reduction in force may be implemented.

1. No seniority for purposes of this Article will accrue for administrative service.
2. Administrators shall be placed on each seniority list in which they hold a teaching certificate/license. In the event of a reduction, the affected administrator will be placed in the area of his/her certification which would result in the displacement of the least senior teacher if the administrator has more seniority than any of the teachers in his/her area of certification.

7.094

Criteria

A. Ranking Priority

Within each teaching field affected by the staff reduction, all teachers will be ranked in the following priorities:

1. 1st Priority Teachers then currently on continuing contracts.
2. 2nd Priority Teachers then currently on single year limited teaching contracts.

B. Ranking Criteria

Within 1st and 2nd priorities as stated above, teachers will be ranked according to the following criteria:

1. Greater seniority of the teacher which is defined as the length of continuous and uninterrupted service by the teacher in the Bay Village City School District. (Seniority is figured from the initial date of hiring.) Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff of not more than two (2) years due to a reduction in force.
2. Longer total length of service of the teacher which is defined as the total number of years of service by the teacher in the Bay Village City School District.
3. Higher current grade of Ohio certification.
4. Date of application received.

7.095 Factors Other than Seniority

Exceptions to preference for retention based on length of continuous service may be made to comply with State and Federal laws relating to employment matters or State requirements.

7.096 Availability of Lists

- A. A seniority list of all teachers in each area of their certification shall be developed annually by the administration according to the seniority provisions set forth above. The Association President shall receive a copy of the list(s) by January 15th of each year.
- B. On or before April 5th and preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a layoff and shall receive in writing:
 1. The list of the positions in each teaching field affected by the reduction in teachers.
 2. The seniority lists for all teachers based upon their teaching field.
 3. The list of teachers whose contracts are to be suspended or non-renewed for other than

performance reasons in each teaching field affected. This list shall constitute the Reduction in Force list.

- C. Following the fulfillment of the requirements in Section 7.096 (B), administrators will be responsible for advising those teachers whose contracts are to be suspended as part of a reduction in force.
- D. On or before April 20th, and prior to Board action on layoff, a meeting shall be held between representatives of the Association and representatives of the Board of Education to review appropriate data and discuss the layoff. At this meeting the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of classification, and a list of teachers to be laid off.
- E. If a dispute occurs with regard to the justification for the layoff, and/or the teachers to be laid off, the matter(s) shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.

7.097

Procedures

- A. To the extent that reductions are not achieved through attrition, Section 7.092, reductions will be achieved by layoff. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment.
- B. The reduced staffing requirements in the teaching field affected by the staff reductions will be implemented in accordance with the priorities set forth in Section 7.094 (A) of this Article, and within those two (2) priority groupings, in accordance with the ranking criteria set forth in Section 7.094 (B) of this Article.
- C. Teachers to be reduced from the teaching field affected, after staffing requirements are filled in accordance with Section 7.094 (A) and (B) of this Article, will be reassigned to known vacancies in other teaching fields for which they are certified. Such reassignment will be in accordance with the same

priority grouping set forth in Section 7.094 (A) and the same ranking criteria set forth in Section 7.094 (B) of this Article.

- D. Teachers who are subject to being laid off have the right to bump teachers with less seniority in other teaching areas subject to the following stipulations:
 - 1. The teacher who bumps must be properly certified in the teaching area which he/she intends to bump into.
 - 2. The teacher who bumps must bump the least senior teacher in the teaching area which he/she intends to bump into.

7.098

Recall

- A. Teachers on continuing contracts whose contracts are suspended only by virtue of this Reduction in Force Procedure shall be placed on a permanent recall list. Teachers whose limited contracts were suspended only by virtue of this Reduction in Force Procedure shall be placed on a recall list for a period not to exceed their length of service in the District up to a maximum of two (2) years. Teachers who were on continuing contracts at the time that they were suspended shall have first priority in recall and shall be recalled in the order of greater seniority to fill vacancies that may occur in any teaching field for which they are then certificated or become certified. Teachers whose limited contracts were suspended only by virtue of Reduction in Force shall have second priority in recall and shall be recalled in order of greater seniority to fill vacancies that may occur in their teaching field(s) as defined in Section 7.093 (A).
- B. Notices of recall will be issued and the process completed before vacancies are posted and filled under Sections 7.07 and 7.08.
- C. A teacher will be notified of a vacancy by certified mail and must accept the position by submitting a letter of acceptance to the Superintendent of Schools, or his designated representative, within ten (10) school days from the date of receipt of the certified letter or fifteen (15) days from the date of mailing whichever occurs

first or that teacher will be dropped from the recall list and the Board will have no further employment obligation to that teacher; however, teachers who are offered part-time employment who do not accept such employment shall not be dropped from the recall list. Should a teacher accept a part time position and prior to the start of the school year or ten (10) days prior to the second semester effective at the semester, a full time position or its equivalent becomes vacant in an area in which the teacher is eligible for recall, that teacher shall be given the opportunity to accept the full time position in accordance with seniority rights.

7.099 Active Employment Status

Any teacher on the recall list shall upon acceptance of the notification to resume employment, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement that the teacher enjoyed prior to being suspended pursuant to this procedure.

7.0910 No Break Service

Layoff shall not constitute a break in the teacher's service.

7.0911 Supplemental Contracts Exempt

Nothing in this Article shall be deemed to apply to the issuing, termination, and/or renewal of Supplemental Duty Contracts.

7.10 Mileage Reimbursement

Teachers who drive their personal automobiles in the performance of their duties shall be reimbursed at a rate equal to that established by the IRS. Upon the submission of the current form provided by the District Treasurer, during the applicable school year and the approval of the Superintendent, said teacher shall be reimbursed for the preceding month's mileage. Teachers may elect to have payments made at the end of each semester.

ARTICLE VIII – WORKING CONDITIONS

8.01 School Year

8.011 Length

The length of the school year for certified staff in the Bay Village City School District shall be as follows:

- A. Student instructional days – 180 (1 day equals 8 hours)
- B. Parent/Teacher conference days – a total of 2 days (12 hours of parent conferences and 4 hours for preparation), three (3) hours of which will be scheduled in the afternoon following each of the two building in-service days, effective 2012-13. --- 2
- C. Staff meeting day (prior to school opening) – 1/2 day for administrative meetings plus 1/2 of same day for teacher directed meetings or activities (scheduled on school calendar). --- 1
- D. Two in-service days. (Effective 2012-2013, 2 half days of in-service will be conducted at the building level to coincide with the 2 half day parent-teacher conferences. One full day of in-service will be conducted at the District level, prior to or during the student year.) --- 2
- E. Teacher Work Day (end of first semester) --- 1
- F. Teacher Work Day (end of school year) --- 1

8.012 Self-Directed In-Service Training

Each teacher will have the option to complete 1/2 day of self-directed in-service training. The teacher may satisfy the half-day option by attendance at NEOEA Day programs, workshops on weekends or evenings or during the summer. The teacher must submit written verification of completion of his/her self-directed activity to the building principal by May 15th (Appendix Q). Course work undertaken for salary schedule placement purposes or professional meetings approved in accordance with Section 5.10 shall not be eligible for approval. Should a teacher opt to complete the 1/2 day of self-directed in-service, he/she may leave after one-half day of the work day at the end of the second semester.

8.02 School Day

8.021 Length

- A. The work day for teachers shall start no earlier than 7:00 a.m. and conclude no later than 4:00 p.m. Teachers shall not be required to be in their buildings

for more than eight (8) hours. However, the teacher work day may be shortened with the approval of the principal.

- B. The school day may be extended on those days when personnel are required to attend meetings and conferences which are a part of their customary duties such as faculty meetings, parent teacher conferences, etc. Required attendance at such after-school meetings (excluding IEP meetings) will not extend more than one (1) hour beyond the end of the required work day. Administrators will facilitate such that these meetings are completed in an expedient fashion.
- C. Teachers required to attend IEP meetings which extend more than one (1) hour beyond the workday set out in Section 8.02 above or which do not permit the teacher to have a duty-free lunch shall be compensated at the curriculum rate of pay. The pay shall be calculated in $\frac{1}{4}$ hour increments. By mutual agreement with the building principal, the teacher may take compensatory time off in lieu of the added pay.
- D. Teachers will be notified of a scheduled IEP-related meeting held during planning/conference time by the beginning of the previous work day. Teachers required to attend an IEP-related meeting without the specified notice will receive compensation for attendance at the meeting at the curriculum rate of pay.
- E. All teachers, with the exception of those teachers assigned full-time to the middle school, shall have an uninterrupted lunch period of not less than forty (40) minutes except on days when they are on special programs or assemblies. Middle School teachers will be granted an uninterrupted lunch no less than 30 minutes.
- F. Teachers shall be guaranteed planning and conference time and instructional/supervisory time as specified in Section 8.023 A, B, C, and D except on days when there are special programs or assemblies.
- G. The school day for Special Education teachers shall be the same number of hours as the regular teachers

in their respective buildings. Special Education teachers may report to their buildings earlier than the regular teachers and leave that much earlier, but must remain at least twenty (20) minutes after their students are dismissed. The school day shall be extended on those days when personnel are required to attend meetings and conferences which are a part of their customary duties, such as faculty meetings, parent teacher conferences, et cetera.

8.022 Instructional/Supervisory Time

A. Elementary

Elementary classroom teachers (those whose primary responsibility is for a self contained classroom) shall not be required to remain in their classrooms when other teachers certified to teach in special areas such as art, music and physical education are in charge of such classes. Elementary teachers shall have at least four hundred thirty (430) minutes per week for planning, preparation and conferences within the day as set forth in Section 8.021 above. At least two hundred (200) minutes of this planning time shall be scheduled within the required student day for classroom teachers. A good faith effort will be made to schedule 200 minutes of planning time within the student day for special teachers. There will be a maximum of fifteen hundred (1,500) minutes per week for student instructional/supervisory time including homeroom, supervision of students before and after the student day, bus duty, lunch duty, recess, etc. Every effort will be made to ensure that full faculty meetings involving teachers in grades K 4 do not extend more than forty five (45) minutes beyond the eight (8) hour teacher work day. Such meetings shall be conducted no more than once per month except in unusual circumstances.

B. High School

High School teacher assignments shall include a maximum of 1,350 instructional minutes per week and a maximum of 1,420 student contact minutes per week unless otherwise mutually agreed to by the teacher and the administrator. Teachers shall have at least 430 minutes per week for planning, preparation

and conference except in weeks of assemblies or other special programs. The principal shall endeavor to provide planning time in each teacher's daily schedule. Teacher assignments shall be in accordance with Section 7.061. The building principal is responsible for constructing the master schedule.

C. Middle School

Middle School (grades 5-8) teachers' assignments shall be a maximum of one thousand four hundred twenty-five (1,425) minutes per week and a maximum of two hundred eighty-five (285) minutes per day, except in weeks of assemblies or other special programs, of instructional/supervisory duties including any supervision before or after the required student day.

1. The major portion of these assignments should be classroom teaching but may include other supervisory duties depending on the needs of the building as determined by the principal.
2. Teachers shall have at least eighty-four (84) minutes per day, except in weeks of assemblies or other special programs, of planning/conference time within the required student day.

D. Traveling Teachers

On a day that a teacher is assigned to travel in his/her regular schedule one time per day, teachers' instruction/supervisory assignments shall not exceed two hundred sixty (260) minutes per day. If the teacher travels more than one time per day in his/her regular schedule he/she shall be allotted 25 minutes for each time they must travel. He/she shall have a minimum of eighty-five (85) minutes per day for planning and conferences, except in weeks of assemblies or other special programs. Traveling teachers who begin their day at the high school may be given a homeroom assignment of not more than 15 minutes per day. Teachers shall not be required to travel during their lunch or conference time. Any teacher assigned to the High School for any portion of

the day shall, for that assignment, be scheduled in accordance with Section 8.023 (B).

(This does not impact the current practice of the Middle School and High School instrumental music teachers.)

8.023 Lunch

All teachers shall have an uninterrupted lunch period equal to or better than that mandated by Ohio statute. When a group of teachers is assigned a lunch break outside the common lunch periods held by most of the staff, the administration will rotate the lunch assignments among those affected. This will be done to the extent possible to provide a rotation from year to year or across attendance periods when planning the master schedule.

8.024 Reasonable and Fair Workloads

The Board of Education and the administration support the concept of reasonable and fair workloads for all teachers in similar assignments within each building. Principals will work closely with the staff to insure workloads are reasonable and fair within each building. At the elementary buildings, the principals and grade level coordinators will identify options for best balancing the schedules and assignments of all "specials" teachers (Art, Music, and P.E.). The options will be reported to the Superintendent annually by May 15th and considered when making assignments.

8.03 School Calendar

8.031 BTA Input

The BTA will submit a suggested school calendar to the Superintendent by January 1st of each school year. Before the Board acts on a school calendar for the following or multiple years, the Superintendent shall inform the BTA President of the proposed calendar to be submitted to the Board for its consideration. The Board and BTA agree that adoption of multiple year school calendars is encouraged.

8.032 Parent/Teacher Conferences

In light of the fall parent conferences as reflected in the school calendar and scheduled on a building level, the day preceding Thanksgiving shall not be a work day. The

principal will give consideration to approving a different parent conference schedule for a teacher who has a specific conflict with the scheduled conferences.

Parent conferences will be scheduled and conducted on a building basis outside of normal instructional hours. Over the course of a school year, a total of 16 hours (12 hours of parent conferences and 4 hours for preparation) will be scheduled. Building leadership (building chairs, grade level coordinators, and team leaders) will make a recommendation to the building principal regarding the scheduling of such conferences, which will be conducted during the period specified in the school calendar.

8.04 In-Service Programs

Local in-service programs on scheduled District in-service days will be building, department, grade level or system-wide programs. An in-service committee composed of four members appointed by the BTA President (one of whom shall serve as co-chair) and four administrators will make recommendations to the Superintendent regarding the content of the District in-service program. Teacher members of the committee will be compensated for attendance at meetings outside the teacher day at the curriculum rate.

The in-service and curriculum program topics will be available to teachers by the last teacher work day of the preceding school year. When a faculty member believes an in-service day program is not pertinent to his/her teaching assignment, he/she may seek approval from the Superintendent to take part in alternative activities or for an unpaid leave day in lieu of participation in such in-service day program. A written request for such approval must be submitted to the Superintendent by August 1st. The in-service committee may recommend that the Superintendent approve team attendance at in-service programs on alternative dates to count in place of the District or building in-service day.

The building in-service program will be designed in a collaborative effort between the administration and building staff.

8.05 Interim Reports (Grades K through 4)

8.051 Quarterly Reports

Interim communications to parents will be prepared for each student each quarter. The communication will invite a parental response. Teachers are expected to request meetings with parents as appropriate, with documentation of their efforts to contact parents and arrange such meetings.

8.052 Report Form

Mandatory interim reports are to be in writing.

8.053 Guidelines for Form Development

Each spring each grade level shall have the opportunity to reach consensus on the content of the interim report form. If consensus is not achieved by May 15th, the building principal(s) will develop the form. The form will be designed to be completed within a reasonable time period.

8.054 K-4 Form Options

Space may be available on the K-4 Form for optional teacher comment as needed. In addition the individual teachers may volunteer to telephone parents.

8.06 Grade Period Reports

Each 9 week grading period shall be scheduled to provide at least two (2) business days between the close of the grading period and the submission of grade reports. At the elementary level, teachers will have access to electronic grade reporting two (2) business days prior to the close of the grading period

8.07 Electronic Grade Reporting (Grades 5 - 12)

8.071 Posting Schedule

A student's entire grade book will be posted minimally at three (3) week intervals.

8.072 Training

Staff will be offered training opportunities at least one (1) time per year with regard to implementation of the District's electronic grade reporting tools and will be provided annually with a list of resource personnel who can provide support for staff with questions.

8.073 Website Links

Any teacher who maintains a separate web page for instructional/reporting purposes will include a direct link on the web page to the District's electronic grading system.

8.08

Personnel Files

8.081 Official File

The personnel file for each teacher shall be maintained at the Superintendent's Office. The file shall be the only official file and shall be confidential. Upon request at any reasonable time, a teacher shall have the right to review all items in his/her own file except those letters of reference or recommendation which are confidential. Copies of up to five (5) items shall be provided at Board expense. Additional copies shall be provided at cost.

8.082 Principal's File - (Electronic and Paper)

In addition, building administrators may maintain a file for teachers assigned to that building. A single paper file and single electronic file for each teacher may be maintained by the evaluator. Supplemental contract evaluation information and other related documents will also be a single file and shall be kept separate from the teacher evaluation file. The paper and electronic files may be examined by the individual teacher or BTA on request to the building administrator.

All provisions of this section (8.082) also apply to files related to supplemental contracts held by the bargaining unit member. Completed supplemental evaluations will be placed in the personnel file at the Superintendent's office.

- A. The principal's file will contain only evaluation forms, observation forms, written concerns and plans for assistance as stipulated in Article VII. These items also shall be maintained in the central file.
- B. The principal's file shall be governed by all provisions of Section (8.08).
- C. No parental letters or notes regarding any discussions with parents or students will be kept in the principal's file.
- D. The principal's paper file will be expunged at the end of each school year. However, the evaluator may maintain an electronic file of the completed evaluation form for each individual teacher, including teacher rebuttals, through the conclusion of the next evaluation cycle.

8.083 Anonymous Material

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

8.084 Prior Inspection of Material

Material, such as evaluations and written concerns, which are placed in the employee's personnel file, shall be shown to the employee prior to their being placed in the file. Material to be placed in the teacher's file that relates to the performance of professional duties shall be placed in the file within 15 working days of the event or situation that gave rise to the material and/or notation. The employee shall acknowledge within five (5) school days that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not indicate agreement with its content. The refusal of a teacher to sign such material shall not prevent said item from being included in the file.

8.085 Rebuttal Material and Removal

A teacher may attach a written statement of reply to any item which is placed in his/her personnel file. Any teacher who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request a committee composed of two (2) members appointed by the President and two (2) members appointed by the Superintendent to review the teacher's request. The committee shall recommend to the Superintendent the removal from the personnel file of any information which the committee finds to be inaccurate, irrelevant, untimely or incomplete, provided annual evaluations shall remain in the personnel file.

At the written request of the teacher three (3) or more years after service or disability retirement, items other than annual evaluations shall be removed from the personnel file.

Following the death of a teacher during active employment, information found to be inaccurate, untimely, irrelevant or incomplete shall be removed from the personnel file.

8.086 File Inspection Log

Any person who is not an employee of the Bay Village City Schools who examines a teacher's personnel file shall be requested to sign a form indicating their request to examine a personnel file. Personal information protected by law will be redacted before file materials are made available for inspection and copying. The administration will advise a teacher when a person not an employee of the Bay Village City Schools examines a teacher's personnel file.

8.087 Advance Notice

When possible teachers shall be given advance notice when a request is made by a non-school employee to examine the teacher's file.

8.088 Restrictions

Any written material relative to a teacher that is not found in the teacher's personnel file shall not be used in any evaluation of the teacher nor used in any employment-related decision.

8.09 Parental Complaints

8.091 Procedure

A. Step One

If an administrator receives a complaint about a teacher from a parent, the administrator shall advise the parent of the avenues available for communication to address the concern: parent calls the teacher, teacher calls the parent, or the administration facilitates a meeting between the parent and teacher. Any parent complaint received by the administration shall be brought to the teacher's attention. In advising the teacher of said complaint, the administrator shall inform the teacher of the name of the complaining party, the nature of the complaint, and whether the complaint may become part of the teacher's personnel file. The parents are entitled to speak with the administration prior to speaking with the teacher. The administration may contact the teacher on behalf of the parent to facilitate the meeting. If a meeting is scheduled between a teacher and parent, either the teacher or the parent may

request that the principal be present. If the parent does not contact the teacher within ten (10) school days, or a mutually-agreed to time, the complaint will not become a matter of record. Excluded from this procedure are situations which may amount to a violation of law or which jeopardize the health or safety of students and/or staff, which shall be directed to local law enforcement or child services.

B. Step Two

If the parent's complaint is not handled to the parent's satisfaction, the parent may bring the complaint to the principal. If an office conference is to be held, the principal shall request, and may require, the teacher to be present. It is understood that the complaint will have been previously discussed by the teacher and principal.

C. Step Three

If the parent's complaint is still not resolved, the parent may bring the complaint to the Superintendent of Schools, who will discuss the complaint with all parties concerned in an attempt to reach a resolution.

D. Step Four

If the complaint remains unresolved, the Board of Education may be asked to consider it. If the Board considers the problem, all parties concerned will be in attendance and have an opportunity to speak in their behalf.

8.092 Written Rebuttal

The teacher shall have the opportunity to rebut the complaint and attach a written rebuttal if he/she deems it necessary.

8.093 Restrictions

A. Complaints that are not brought to the teacher's attention shall not become a matter of record, nor shall they in any way affect that teacher's employment.

B. The filing of a complaint will not affect the treatment of the complainant's child or children by the staff.

- C. The fact that a parent requests a specific teacher for their child, or the fact that a parent requests that their child not have a particular teacher, shall not be recorded in the teacher's file, nor used in evaluation or for employment decisions.

8.094 Supplemental Contracts

The procedures of Sections 8.091 through 8.093 shall apply to coaches/advisors holding supplemental contracts, provided that another avenue at step 1 involves setting up a meeting involving the head coach/advisor and the parent. The parent, advisor/coach or administrator may request that the head coach/advisor be present at the step 2 meeting. If a head coach/advisor receives a complaint regarding an issue related to another supplemental contract holder, the complaint is to be first directed to the supplemental contract holder responsible for the issue.

8.10 Class Size

The parties will continue to review class sizes in the District in light of research findings, space, and the availability of financial resources.

8.11 Inclusion

8.111 IEP Preparation and Self-Directed Activity

With the approval of the building principal, a teacher may credit the time he/she devotes to IEP preparation to completion of his/her obligation for self-directed in-service.

8.112 In-Service Opportunities

The Board will offer in-service programming on the laws governing discipline of disabled students and classroom management of all students. In addition, teachers will be advised of other training opportunities. The faculty will be provided with an annual update regarding issues pertinent to the education of special needs students. The Board will offer collective training opportunities for parents of disabled students.

8.113 Medical Services Training

Bargaining unit members will perform specialized medical services for students after appropriate training.

Scheduling of Inclusion StudentsA. BTA Scheduling Input Committees

Two (2) teachers each at Normandy and Westerly and three (3) each at the Middle School and the High School will be designated by BTA to volunteer to work with the principal on collecting data and reviewing the scheduling of students with IEPs and other students with special needs.

B. Rationale for Scheduling Inclusion Students

In all buildings, principals/teachers will take into consideration the numbers and types of needs of the students as delineated in the IEP/504 plan, the availability of special services, class size, and other relevant factors when placing special needs students. Principals will make reasonable efforts to adjust the size of classes to which low incidence students are assigned.

C. Specific Building Procedures1. Elementary

At Westerly and Normandy, following the review by the input committee, the principal will offer a meeting for each grade level team of teachers to consider the assignment of all students with special needs. The principal and/or input committee may bring a draft proposal. Each grade level team will attempt to reach consensus on the tentative student assignments. The grade level team may request assistance from the BTA or principal to achieve consensus. Where the grade level team does not meet consensus the principal may make the tentative assignments.

Principals will make reasonable efforts to rotate the assignment of special needs students among teachers over a period of school years. The number of assigned students may vary among classes at the same grade level.

2. Middle School

At BMS, the administration will meet with grade level teams before the end of May to discuss distribution of students for the following school year. Meetings held to review and possibly modify schedules and classroom assignments will take place not later than the 3rd week in August.

D. Changes in Tentative Student Assignments

After the tentative assignments are made through consensus or principal decision, the principal may make adjustments as affected by student enrollment changes and changes in teacher assignments. If requested, the principal will provide an explanation of the changes made.

8.115 Common Planning Time

When establishing teacher schedules, the administration will make reasonable efforts to schedule common planning time for classroom teachers and intervention specialists, provided that “reasonable efforts” does not mandate added expenses to the District. The administration will make reasonable efforts to schedule common planning time for classroom teachers and paraprofessionals, provided that “reasonable efforts” does not mandate added expenses for the District.

8.116 Meeting Scheduling

Principals will be encouraged to schedule no more than five (5) IEP/504 meetings for regular classroom teachers to occur outside the standard teacher workday. Principals will distribute IEP meeting attendance assignments as equitably as possible and should make substitutes available as necessary to facilitate such attendance. IEP meeting attendance will take precedence over supplemental contract activities, with the exception of events/contests set with other districts, performances, and the like.

8.12 Drug Policy

No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed on employees who violate this provision. In the event of employee possession or use, the sanctions

will, as a first step, be the referral to a rehabilitation program. In other circumstances, including possession for distribution, sanctions may include referral to and completion of an appropriate rehabilitation program, suspension and/or termination.

8.13 Chronic Communicable Diseases -- Teacher

8.131 Purpose

- A. The purpose of these procedures is to describe the manner and method(s) of handling the issues raised when a teacher is infected with a chronic communicable disease (CCD).
- B. These procedures do not prohibit the admission of CCD-infected teachers to work. There will be no mandatory testing to determine if a teacher is CCD-infected. Decisions about each CCD-infected teacher are to be made on a case-by-case basis.

8.132 Governing Practices

- A. A teacher who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than a teacher with any other medical disability.
- B. The Employer shall not discharge any teacher nor otherwise discriminate against any teacher with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such teacher has contracted a chronic communicable disease.
- C. Admission or exclusion of a teacher infected with a CCD is a medically oriented problem requiring guidance from medical professionals.

8.133 Procedures

- A. When a CCD-infected teacher either voluntarily discloses his/her diagnosis or is identified via medical documentation from a physician, notification shall be made to the Superintendent who will notify the Bay Village City Schools' physician.
- B. The school physician shall notify the Bay Village health commissioner.

- C. The CCD-infected teacher shall direct the release to the school physician of pertinent medical information from the CCD-infected teacher and health care provider(s) upon written request of the Superintendent. The school physician will share the information with the medical review team.
- D. The school physician shall convene a medical team within seven (7) days of the identification/documentation in order to review the teacher's medical status and make appropriate recommendation(s) to the Superintendent. Such review team shall be comprised of:
 - 1. The teacher's primary care physician;
 - 2. A physician specializing in infectious diseases;
 - 3. Physician, Bay Village Health Department;
 - 4. A school physician, who shall act as chairperson of the medical review team.
- E. The medical team shall review the teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the CCD-infected teacher through the teacher's primary care physician.
- F. The review team shall submit a written report of its findings and determinations to the Superintendent within ten (10) calendar days. The team's written report should reflect the views of all members of the medical review team. A copy of all reports shall be simultaneously provided to the teacher in question.
- G. The Superintendent will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. A teacher who is excluded from work/reassignment shall be (1) entitled to normal paid sick leave benefits (2) entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired (3) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise

separated from employment due to having been diagnosed as CCD-infected.

H. A teacher disputing the Superintendent's recommendation may file an appeal with the Ohio Civil Rights Commission.

8.134 Confidentiality

Information about the identity and condition of a CCD-infected teacher shall not be disclosed by the medical review team or by the Superintendent to anyone other than the principal and nurse at the CCD-infected teacher's school(s) except in unusual circumstances. Those notified will observe complete confidentiality.

8.135 Dissemination of CCD Information

All teachers will be in-serviced on information relating to the proper precautions to be exercised in the workplace to prevent possible transmission of CCD's. In-services will include the latest information from the Ohio Department of Health, Centers for Disease Control and the U.S. Department of Health and Human Services. In-services will be planned by the administration after consultation and input from the Bay Teachers' Association.

8.136 Follow Up

The medical review team shall maintain an active role in monitoring the teacher's medical condition.

- A. The teacher's primary care physician shall work with the teacher regarding any change in health status and the teacher through the primary care physician shall notify the school physician of any change.
- B. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined in Section 8.133 will be followed.

8.14 Students Identified as CCD Infected

8.141 Information Disclosure

Information about the identity and condition of a CCD-infected student shall be disclosed by the medical review

team or by the Superintendent to those teachers and other staff members responsible for the student so that adequate supervision may be maintained. Those notified will observe complete confidentiality.

8.142 Procedure

- A. The student medical review team shall perform the same function as the teacher medical review team as found under Sections 8.133 (E) and 8.133 (F) of this Article. The student medical review team shall consist of:
1. The student's primary care physician;
 2. A physician specializing in infectious diseases;
 3. Physician, Bay Village Health Department;
 4. A school physician, who shall act as chairperson of the medical review team.
- B. Any change in the information about the condition of a CCD-infected student shall only be given to personnel identified in Section 8.131 and said personnel shall observe complete confidentiality.

8.143 Medical Team/Teacher Meeting

The medical review team will meet with the child's teachers, school administrators and custodial staff to discuss the staff's concerns regarding the student's condition and the child's educational and physical environment. This meeting will occur within ten (10) calendar days of the medical review team's report to the Superintendent.

8.144 Restrictions

No bargaining unit member shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any CCD-infected student nor shall he/she be required to clean up body fluids of any CCD-infected student, unless the situation has been previously identified by the student's medical review team as the unusual and extraordinary circumstance where direct intervention by the teaching staff is necessary.

8.15

Occupational Safety and Health

8.151 Internal Reporting Process

The Board and Association desire to deal with health and safety complaints internally first. Accordingly, neither the Association nor any member of the bargaining unit may file a complaint with the Ohio Department of Industrial Relations, subject to the exception below, until the internal procedure here described has been followed. The bargaining unit member or Association may complain directly to the Ohio Department of Industrial Relations concerning a condition which the bargaining unit member or Association, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her or other members of the bargaining unit.

- A. The member or Association shall use the incident/observation form found in Appendix O of this Agreement to file a complaint concerning an alleged health or safety problem. The form shall be sent to the building principal, who will arrange a meeting with the complaining party within five (5) work days of the principal's receipt of the complaint.
- B. If the principal does not resolve the alleged violation to the satisfaction of the complaining party, the party may file a formal complaint with the Treasurer within two (2) work days after the conference with the principal. The Treasurer will respond to the complaint within two (2) work days.
- C. If the Treasurer does not resolve the alleged violation to the satisfaction of the complaining party, the party may appeal his/her complaint to the Superintendent in writing within two (2) work days of his/her receipt of the response from the Treasurer. Should the Treasurer not respond, the member or Association must file their appeal with the Superintendent within two weeks of the due date of the Treasurer's response. The Superintendent or designee shall meet with the complaining party to try to resolve the violation and, within five (5) days of that meeting, shall provide a written response.
- D. If the member or Association remains unsatisfied, they O.R.C. 4167.

- E. Should a bargaining unit member elect to exercise his/her right to refuse work under Revised Code Section 4167.06 because of a condition which the member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, the member must immediately notify the building principal of the condition. The member may be temporarily reassigned with no loss in pay or reduction in hours while the condition is being investigated or remedied.

8.16 Workers Compensation

A member injured during working hours and who seeks outside medical attention during working hours on the same day of the injury may be subject to drug and alcohol testing through an independent and approved laboratory. Such testing will be conducted in accordance with the U.S. department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as set forth in the Federal Register and at Board expense. Injured members will complete an accident report as soon as possible after realizing he/she has sustained an injury. In addition such testing may be required in the event a member is involved in an accident during the performance of Board duties which results in a fatality of another person, vehicular damage estimated in excess of \$2500 or other property damage estimated in excess of \$2500. In the event the workers compensation program or statute which forms the basis for this provision changes, the Association may initiate discussion leading to modification or elimination of this section 8.15.

8.17 Communication Systems

- A. Teachers will be encouraged to advise parents of their preferred method(s) of communications.
- B. Parents are to be encouraged to use the various methods of communications made available by the District, including the teacher's preferred method of communication.
- C. The District will develop and regularly update its email policy.
- D. As part of the ongoing in-service program, training on all types of communication will be provided.
- E. An email account will be provided for all teachers. The user agreement will be modified to include the expectations of email users, an understanding that

email addresses will be made public and a statement that email that is vulgar, offensive or pornographic will be referred to the administration and/or police for prosecution.

- F. Parents will be advised of the various methods for communicating with teachers. Parents also will be advised of the limitations inherent in the various communications methods, e.g., system overloads in email.
- G. Individual faculty pictures will not be posted on the District's website without permission of the teacher.
- H. When the District converts to a new telephone system, said system will include features for 2-way communication from classroom to office and voice mail.
- I. All communication requests have a reasonable response expectation, usually within 24 hours.
- J. Each building will develop a policy on students emailing messages to teachers.

ARTICLE IX – EVALUATION

9.01 Teacher Evaluation

9.011 Philosophy of Evaluation

We believe:

- A. The most important factors in any educational program are the professional educators.
- B. In order to improve instruction, a continuous evaluation of certificated personnel at all levels should take place.
- C. There should be cooperatively-developed performance criteria and guidelines which will be used in evaluation.
- D. Evaluation shall include the evaluatee's performance of his/her job performance expectations which shall be based on the current teacher handbook and current job description.

- E. It is the responsibility of the evaluator to make recommendations and to assist the evaluatee in the implementation of these recommendations.
- F. The educational attainments and successes of students is a shared responsibility of students, parents, teachers, administrators and the Board of Education. In this context, teachers recognize their shared responsibility for students accomplishing grade level-subject objectives contained in the courses of study.
- G. One of the major objectives of this evaluation procedure is the assessment of teacher performance and the identification and implementation of means to reinforce and/or improve such performance in ways that may better facilitate students accomplishing grade level-subject objectives contained in the courses of study and the professional growth and success of teachers.
- H. Teachers will employ in their instruction a variety of teaching techniques and methods. The parties agree that there is no exclusive appropriate technique or method. No teacher evaluation shall be based on the inability of any student to obtain specified levels of scoring on standardized tests.

9.012 Purpose of Evaluation/Observation

The primary purpose of evaluation shall be to promote professional growth and improve teacher performance.

9.013 Objectives of Evaluation

- A. To identify any areas which need strengthening in the evaluatee's assigned area of responsibility.
- B. To identify outstanding job performance and reinforce areas of strength.
- C. To assess the performance of evaluatees for the purpose of recommending contract status.
- D. To identify possible in-service needs.
- E. To provide the framework which offers encouragement, resources and means of assistance

to enable the evaluatee to develop, implement, and maintain professional growth and improvement.

9.014

Timelines

A. New Teachers

Each new teacher shall be oriented by the building principal regarding the evaluation procedures. This orientation is to occur during the first four (4) weeks of the school year.

B. Limited -- First Four Years

Evaluations of limited contract teachers who are eligible for consideration for continuing contract and/or teachers who may be recommended for non-renewal and limited contract teachers during their first four (4) years of employment with the District shall be conducted at least twice in the school year. One evaluation shall be conducted and completed not later than the first day of December and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the 15th day of December. The second evaluation process shall commence no sooner than 15 school days after receipt of the first written evaluation report (30 school days for any teacher with cited deficiencies) and be completed by the 1st day of April. The teacher being evaluated shall receive a written report of the results of this evaluation not later than the 10th day of April. Unless the teacher and evaluator agree to use the Section 9.03 procedure, for teachers on limited contracts the evaluation report will include the recommendation for contract status for the following year.

C. Continuing and Limited -- More than Four Years

Teachers on continuing contract and those on limited contracts with more than four (4) years of experience may be evaluated every year and at least every other year.

D. Continuing Contract and/or Non-Renewal Consideration (More than Four Years)

Evaluations of limited contract teachers who are eligible for consideration for continuing contract and/or teachers who may be recommended for non-renewal shall be conducted at least twice in the school year. One evaluation shall be conducted and completed not later than the first day of February and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of February. The second evaluation process shall commence no sooner than 15 school days after receipt of the first written evaluation report (30 school days for any teacher with cited deficiencies) and be completed by the first day of April. The teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April.

9.015 Pre-Observation Procedures

For teachers with more than three (3) years in the system the principal or teacher may request a pre-observation conference. All certificated personnel shall be advised of the first observation of the school year so the teacher has sufficient time to request a pre-observation conference.

9.016 Number of Observations

A. Limited Contract and Four Year or Less Teachers

At least three (3) classroom observations, or mutually agreed-to alternatives, such as videotaping of the observed bargaining unit member during each of the first four (4) years in the system or until tenure is achieved, shall be made according to the following schedule:

1. Two (2) observations prior to December 1st.
2. One (1) observation conducted not sooner than 15 school days after receipt of the first written evaluation report (30 school days for any teacher with cited deficiencies) and completed prior to April 1st. The observation shall not be less than three (3) weeks prior to the evaluation.
3. At least one (1) of the observations should have a pre-observation conference.

4. Observation reports will be made on the basis of classroom observation or mutually agreed-to alternatives.

B. Continuing and Limited -- More than Four Years

Continuing contract teachers and those on limited contracts with four (4) or more years of service may have at least one (1) observation per year and no fewer than one (1) observation every two (2) years.

C. Teachers Employed Less than 50%

In their first year of employment, such teachers shall receive a minimum of one (1) observation and one (1) evaluation per semester. In their second through fourth year of employment, such teachers shall receive a minimum of one (1) observation and one (1) evaluation to be completed by the end of the first semester. If deficiencies are noted in such observation and/or evaluation, the teacher shall receive a minimum of one (1) observation and one (1) evaluation in the second semester. In any instance, the teacher may request added observations and evaluations. After completing four (4) years of such part time employment, the observation schedule shall be governed by Section 9.016 (B) above.

9.017 Observation Procedures

- A. Each new teacher shall be oriented by the building principal regarding the observation procedures. This orientation is to occur during the first four (4) weeks of the school year.
- B. All observations shall last at least thirty (30) minutes on each occasion.
- C. All monitoring or classroom observations of a teacher shall be conducted openly with full knowledge of the teacher concerned. These monitorings or observations shall include a record of such monitoring and/or observation(s), who observed, the length of observation, and the date(s) observed. Written comments and a conference with the observer will be given to the teacher within five (5) school days after each observation or monitoring, unless either is

absent for a legitimate reason. In such case it will be rescheduled.

- D. Observees may attach a written response to the observation (Appendix J) and have it included in their personnel file.
- E. When the observation or alternative reports show that a teacher has performance deficiencies, the building principal or his/her designee shall specify in writing, recommendations regarding any improvements needed. In addition, the building principal or his/her designee shall provide specific assistance designed to rectify any deficiencies and the means by which the teacher may obtain assistance in making such improvements. The principal or his/her designee shall monitor the teacher's progress on a regular basis, provide feedback to the evaluatee on a regular basis and provide the teacher a reasonable time within which to correct any performance deficiencies.
- F. When specific performance deficiencies are identified pursuant to 9.017 (E) and 9.018 (G), the specific assistance, specific recommendations and resources shall be funded if necessary. If so requested, the evaluator shall conduct a follow-up observation prior to the formal evaluation to determine whether the performance deficiencies have been corrected.

9.018 Evaluation Procedures

- A. There will be no evaluations without observations, or videotaping, or written concerns.
- B. Evaluations shall be in writing and utilize the information gathered from observation/videotaping and written concerns of the evaluatee's job expectancies as defined in the written job description and written Board policies. A copy of these written concerns must be given to the teacher within five (5) school days of the time of occurrence and must be on file in the official personnel file kept in the Board office. No other written materials may be considered for purposes of evaluation, provided however that documents of a positive nature included in the personnel file may be referred to in the evaluation document with the approval of the teacher.

- C. Evaluation reports (Appendix K) will be discussed with the evaluatee by the evaluator. The evaluatee's signature will not indicate agreement or disagreement, but only that the evaluatee has received a copy of the evaluation. The evaluatee shall receive a copy of the evaluation report at least twenty-four (24) hours prior to the meeting with the evaluator, unless mutually agreed to.
- D. The refusal of a teacher to sign an evaluation, observation or notation of concern shall not prevent said item from being included in the teacher's personnel file. The teacher's signature does not necessarily indicate agreement with the evaluation, observation or notation of concern, nor does it waive the teacher's right to contest the evaluation, observation or notation of concern.
- E. The evaluatee will be provided a copy of the evaluation report by April 10th. A copy of the report will be sent to the Superintendent by April 15th. If the report recommends non-renewal of the contract it shall state the reason(s). The evaluatee will be entitled to a conference with the Superintendent prior to the Superintendent's recommendation to the Board.
- F. Evaluatees may attach a written response to the evaluation and have it included in their personnel file.
- G. When an evaluation shows that a teacher has performance deficiencies, the building principal or his/her designee shall specify in writing recommendations regarding any improvements needed. In addition, the building principal or his/her designee shall provide specific assistance designed to rectify any deficiencies and the means by which the teacher may obtain assistance in making such improvements. The principal or his/her designee shall monitor the teacher's progress on a regular basis, provide feedback to the evaluatee on a regular basis and provide the teacher a reasonable time within which to correct any performance deficiencies.
- H. On those occasions where teachers commence or resume employment with the District after the start of the school year, only those portions of the evaluation

program which commence after the teacher's commencement of service must be completed. This provision applies, as well, to teachers who, during the course of the school year, are away from duty on an approved leave.

- I. It is the responsibility of the evaluatee to make a good faith attempt to make improvement of performance deficiencies identified under Sections 9.017 (E) or 9.018 (G) of the evaluation procedure by the evaluator and so achieve satisfactory teaching performance following completion of the Article IX evaluation process.

9.02 Auxiliary Personnel Evaluation

Auxiliary personnel (counselors, librarians, reading consultants, speech and hearing therapists, media specialist, and psychologist) shall be evaluated under the following procedure:

- A. Evaluations for all auxiliary personnel shall be made in accordance with the individually specified criteria mutually established in a pre-evaluation conference at a mutually agreed to time. The criteria shall be consistent with the job descriptions included, for informational purposes only, in the appendix to this agreement.
- B. Auxiliary personnel with less than three (3) years in the system will have yearly evaluations. Auxiliary personnel with more than three (3) years may be evaluated every year and at least every other year. These evaluations will be consistent with the procedure in Section 9.014 (B) of this Article.
- C. When areas of improvement are recommended, specific resources and/or procedures shall be suggested and/or provided and funded if necessary.
- D. Subcommittees from each affected Auxiliary area, e.g., guidance, shall be appointed by the Board and BTA to review and update job descriptions for those areas.

9.03 Self-Appraisal Process

At the start of each year in which the teacher is not subject to evaluation under Article IX, the teacher will prepare a self-appraisal (Appendix L)

which will identify areas of strength and achievement, areas in which the teacher wishes to reinforce or improve, and any assistance from the principal that the teacher believes may be helpful during the year. Any step contemplated by the teacher to address reinforcement or improvement will be noted in the self-appraisal period. Teachers may volunteer to do a self-appraisal in years in which they are not required to do same. The parties agree that the self-appraisal process shall not be utilized in evaluating the teacher or in making any employment decisions related to the teacher. The self-appraisal process cannot be employed to foreclose evaluation in any performance area that is identified through the normal and proper operation of the regular evaluation procedure.

9.04 Alternative Model

After a teacher's attainment of a continuing contract or completion of his/her 4th year in the District (whichever occurs first), the teacher and building principal may mutually agree upon an alternative model evaluation to take the place of the format process of 9.014, 9.015, 9.016, 9.017, 9.018, 9.02 and Article VII, section 7.02 or the self-appraisal set out in 9.03 on an annual basis. The agreement to use an alternative model, along with a brief description of the model, shall be included in the personnel file of the teacher. The results/outcome only may be included by the express agreement of the teacher and evaluator. Such alternative evaluation shall be non-summative in nature. Unless the teacher and administrator agree otherwise, the results of the alternative evaluation may not be used to make employment decisions.

9.05 Evaluation Instruments and Criteria

- A. All teachers will be evaluated using the Praxis 3 criteria based form. (Appendix K) (The evaluation will incorporate narrative ratings – not numeric ratings.)
- B. Teachers completing self appraisal (9.03) or approved alternative appraisal (9.04) will not be required to use the form in 9.05 (A).
- C. A committee composed of three (3) teachers appointed by the BTA President and two (2) administrators appointed by the Superintendent shall be convened to study and make recommendations on evaluation instruments, performance criteria and guidelines for use with teachers in order to meet the requirements of new or revised Ohio law and/or the Ohio Department of Education.

9.06

Supplemental Position Evaluations

- A. An employee's performance in a supplemental position shall not have an adverse impact on the employee's performance evaluation in his or her regular position.
- B. Annually, the administration will provide to the BTA a list of supplemental positions to be evaluated or self-appraised and the respective administrator assigned to facilitate the process.

9.061

Process

- A. Upon employment in a supplemental contract position, the bargaining unit member will be presented with a copy of the job description for the position.
- B. The administrator will hold a pre-evaluation conference with the supplemental contract holder before the individual begins service in the newly held position, or within a reasonable period of time after beginning service.
- C. The administrator will review the evaluation process and the job description at the pre-evaluation conference.
- D. In any year, a pre-evaluation and/or post-evaluation conference may be held if requested by the bargaining unit member or administrator supervising the position.

9.062

Evaluation Cycle

- A. All supplemental position holders will be evaluated according to the following method:
 - 1. Administrative evaluation – The first year a supplemental is held
 - 2. Self-appraisal – Each subsequent year that is the final year of a contract
- B. The self-appraisal does not remove the administrator from responsibility to informally monitor the performance of duties for any supplemental contract holder.

- C. In any year, upon presentation of administrator-observed evidence for the need to address areas of growth and/or deficiencies, an administrative evaluation will be utilized.
- D. The evaluation form in Appendix W will be used.

9.063 Professional Growth Plan

- A. If the appraisal is an administrator appraisal, the professional growth plan will be completed no later than when the evaluation is presented.
- B. In any year where there is a self-appraisal and a professional growth plan is initiated by the administrator, the plan will be developed and reported to the bargaining unit member within thirty (30) days of the completion of the self-appraisal.
- C. A description of the administrator-observed evidence that leads to the development of the plan will be included. The administrator will report specific ways to improve and specific assistance to be provided.
- D. The supplemental contract professional growth plan form in Appendix X will be used.

9.07 Restrictions

9.071 Student Evaluations

There shall be no formal student evaluations of teachers under Article IX.

9.072 Evaluators

All formal evaluations under this Article shall be conducted by non-bargaining unit members properly certified and employed by the Bay Village City School District.

ARTICLE X – EDUCATIONAL DEVELOPMENT

10.01 Tuition Reimbursement

10.011 Reimbursement

For all additional course work and/or training taken as required by the Ohio Department of Education and/or the

Ohio General Assembly in order to maintain current certification/licensure or to upgrade certification/licensure, the teacher shall be reimbursed for the cost of tuition and for the purchase of textbooks required for the additional course work and/or training.

10.012 Calculation

Reimbursement for tuition shall be the lesser of either the actual amount paid or at the tuition rate charged by Baldwin Wallace College for college credits. Reimbursement for textbooks shall be the actual amount paid.

10.013 Salary Schedule

- A. If the teacher takes the above reimbursement, the course work and/or training shall not be applied to the salary schedule.
- B. The teacher shall have the option of either taking the reimbursement or using the course work and/or training, whether undergraduate or graduate hours, for application on the salary schedule so long as the credits satisfy the requirements of the Ohio Department of Education and/or the Ohio General Assembly.

10.02 Special Curriculum Work

10.021 Initiation of Proposal

Teachers or department chairmen may request that a specific curriculum project be undertaken by submitting a plan in writing to the principal. The principal will evaluate the project in terms of the needs of the school and forward it to the Superintendent for his consideration.

10.022 Committee Formation

The Superintendent, or his representative, shall appoint the committee members and chairman from those who have applied and determine the length of the project. Meetings of the entire committee shall be set up on a regular schedule with the normal working day being six hours long.

10.023 Certification of Hours Worked

The teacher will submit the hours worked to the principal. Upon the principal's determination that the project has been submitted and completed, he/she will certify the hours not to exceed those approved by the Superintendent, under Section 10.022 above, to the Superintendent.

- A. If the teacher, in mid-project, believes the project will require more time than originally approved, he/she should so advise the Superintendent and ask approval for added hours.
- B. Curriculum work may also be approved for days school is not in session during the school year.

10.024 Voluntary Basis

When possible, all curriculum work shall be on a voluntary basis.

10.03 Regular Curriculum Work

10.031 Purpose

Teachers appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum shall be compensated. (For compensation amounts refer to Article XIII, Section 13.041.) Curricular budget items must be completed/submitted by the end of the first semester.

10.032 Member Selection

When possible, committee members shall be selected from those who volunteer. Department chairs are expected to serve on curriculum committees. Representation of all grades and buildings on all K-12 committees is encouraged.

10.033 Chair Selection

Committee chairs or co-chairs shall be selected from those who apply for the chairmanship position. A teacher shall be appointed as chair or co-chair of each committee.

10.034 Chair Responsibilities

The committee chair (and if applicable co chairs) shall develop a schedule of meetings and a list of resources needed (including consultants, in service, resources materials, etc.), which shall be recommended to the Superintendent by the committee chair or co chairs. The committee chair or co chairs shall also be responsible for developing the agendas for each meeting. Every effort will be made to schedule meetings in a manner that will minimize interference with student instruction. Committee minutes will be published and distributed by the committee co-chairs to all in the field/subject area. Unless specified otherwise in the job description, the co-chairs share this responsibility. The agenda and calendar for committee meetings will be completed not later than the end of the first pre-service meeting. Committee co-chairs shall receive an update of the 5 year curriculum review plan prior to the first pre-service meeting. Co-chairs will meet with the curriculum administrative assistant to review the procedure for printing the course of study.

10.035 Miscellaneous

- A. Curriculum sub-committees may be formed at the building level to reduce the responsibilities of District wide curriculum committees.
- B. Membership of these subcommittees shall be rotated on an annual basis.
- C. Committee members with supplemental contracts shall schedule such activities on days other than scheduled curriculum committee meetings. Exceptions are events/contests set with other districts, performances, etc.

10.036 State or Federal Initiatives or Mandates

At least annually the Superintendent and up to two other administrators shall meet with the BTA President and two representatives named by the President to review possible changes in educational programs and/or student assessments resulting from federal and/or state initiatives or mandates. Thereafter the Superintendent and BTA President may request that the appropriate curriculum committee(s) or an ad hoc group of teachers and

administrators research and recommend programs and/or assessments responsive to the state and/or federal initiatives or mandates.

10.04 **Local Professional Development Committee**

10.041 Purpose

Pursuant to O.R.C. 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a local professional development committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. The LPDC and its individual members shall be responsible for complying with state law and regulations.

10.042 Committee Members

The LPDC shall have four (4) teacher members appointed by the BTA President, one individual/small group instruction teacher appointed by the BISGITA President, and two (2) administrator members appointed by the Superintendent. One (1) BTA teacher member will be appointed as committee representative per District building. Vacancies shall be filled in the same manner.

10.043 Administrators

Whenever an administrator's course work plan for certificate/license renewal is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist off administrative members by reducing the number of teacher members (classroom and individual/small group instruction) voting on the plan. The teacher (classroom and individual/small group instruction) member present, whose term of office expires last, shall be the voting committee member.

10.044 Term of Office

The term of office for the LPDC members shall be three (3) years, with initial terms staggered for three (3) out of the four (4) BTA representatives (one year, two years and three years for BTA teachers, three (3) years for individual/small group instruction teachers, and two and three years for administrators) to provide continuity.

- 10.045 Compensation
- The LPDC members shall be compensated at .00084 of base salary per work hour.
- 10.046 In-Service Development and Implementation
- The LPDC will be responsible for developing and implementing in-service programs for professional staff to explain the professional development plan process and the function of the LPDC.
- 10.047 Board Support
- The Board will provide the LPDC with meeting space and secretarial support.
- 10.048 Appeals Process
- The LPDC will establish an appeals process following the establishment of state guidelines.
- 10.049 Committee Autonomy
- The LPDC shall establish its rules and operating procedures to include:
1. Scheduling of meetings
 2. Defining a quorum
 3. Determining LPDC member training
 4. All other items required by the law
- 10.0410 Release Time
- The LPDC members shall be granted release time to attend regional or state training programs not available outside the school day.
- 10.0411 Budget Process
- The LPDC chair shall participate in the curriculum driven budgeting process as a unit manager. The budget process shall be employed to set the number of compensated hours for members and the expense budget for the succeeding fiscal year.

10.05 Teacher Mentor Program

10.051 Program

The resident educator and mentor teacher will participate in professional development and related activities as required by the Ohio Department of Education.

10.052 Review

A committee consisting of the BTA President, Superintendent and/or others appointed by the President or Superintendent will review the requirements of ODE and recommend how to align our practices with the requirements. This committee can meet in any year when there are changes in program requirements.

10.053 Contract Status

A teacher in his/her fourth year in the Resident Educator program will not be eligible for consideration for a contract upon expiration of their resident educator license until he/she is approved for a professional licensure.

10.054 Appointment of Mentors

The Director of Curriculum and Instruction will post a list of anticipated mentor assignments prior to the last day of school and will seek volunteers. The Director will inform all interested teachers regarding required training. The Director will assign all mentors prior to the start of the school. When a teacher is hired close to the start of the school year or after the start of school year, or if the assigned mentor does not complete required training, the assignment or reassignment shall be made as soon as practical.

10.055 Compensation

In each year of assigned support for each resident educator teacher the assigned mentor will receive a stipend calculated on the BA-0 step of the Bay Teachers' Salary Schedule at a .03 factor. In addition, mentors will be compensated at the District curriculum rate of pay for attendance at after-school mentor workshop sessions as required by the Ohio Department of Education.

Resident educator teachers will be compensated at the District curriculum rate of pay for attendance at after-school meetings as required by the Ohio Department of Education.

10.056 Local Handbook

The District will maintain a handbook to provide guidance to participants and to align with state standards. The handbook will address issues not in state regulations and that are identified as necessary to manage a successful local program.

10.06 Strategic Planning

10.061 Action Plan Implementation and Teacher Evaluation

The following is subject to the provisions of the balance of this Agreement and O.R.C. 4117, which shall supersede in the event of any conflict. Teachers are subject to evaluation regarding action plans in their areas of responsibility only after plans are implemented as programs or courses of study. Courses of study will continue to be developed through the customary curriculum process. Staff members contribute to the achievement of Board adopted missions and objectives through the implementation of action plans in the course of study areas for which they are responsible.

10.062 Oversight Committee

The Board and BTA will form a Strategic Planning Oversight Committee to monitor and help advise in any specific implementation of action plans prior to actual Board approval of action plan implementation. The BTA shall appoint three (3) Committee Members and the Board shall appoint three (3) Committee Members. If the Committee identifies implementation issues which will impact on the Collective Bargaining Agreement, those issues will be brought to the bargaining teams for final approval. If no approval is reached, the status quo will continue until the next contract re-opener.

ARTICLE XI - PROGRAM DEVELOPMENT AND IMPLEMENTATION

11.01 New Program Implementation Procedure

11.011 Initial Concept Modification Presentation

If a part of a building staff and administration wants to explore a modification in the structure of the school day which could result in a modification of Article VIII, Section 8.02, or a new program which could have impact on other contract provisions, an initial concept for change will be presented to the building faculty. Prior to presenting the matter to the faculty for a preliminary vote, the principal and building staff representatives will advise the Superintendent's office of the modification to be explored.

11.012 Superintendent's Approval

- A. Presentation for a preliminary faculty vote will occur only after approval of the exploration has been received from the Superintendent's office, which approval will be conditioned on the potential impact of the modification on other District facilities and District priorities, financial resources required, etc.
- B. In the event approval of the Superintendent is not received, the Superintendent shall advise the proponents of his/her decision and offer suggestions for change in the concept/proposal which might enhance the possibilities for acceptance of the modification.

11.013 Faculty Vote

Formal exploration will commence upon receipt of an affirmative vote by secret ballot of the building faculty and administration of at least 60% to explore changes.

11.014 Problem-Solving Process

If the 60% approval vote is received, and before further exploring this issue, the staff and administration first will receive training through FMCS in the problem-solving process or some other mutually agreed process.

A. Interests

In utilizing the problem-solving process, the staff and administration will, at a minimum, consider the following interests in working toward a resolution:

1. Provide people who are affected by the solution with the opportunity to participate in the process, including provision for community participation to help insure community acceptance of any solution.
2. Involve as participants representatives of the Board and central office in the full process.
3. Consider the needs of the learner and allow curriculum to be driven by student needs.
4. Improve student learning and achievement and in assessing that prospect consider current professional research and reported outcomes on similar modifications.
5. Allow staff choices for implementation of curriculum/instructional strategies.
6. Consider equity in work load and impact on staff morale.
7. Maximize efficient use of school time for both staff and students; minimize disruptions in the school day.
8. Provide for adequate planning time and for coordination of class schedules and course offerings.
9. Consider job security and impact on other buildings.
10. Explore the need for and provide staff with strategies to assist in any transition.
11. Build in flexibility to make changes in the future, including a vehicle to review the results of any changes.

12. Consider the financial resources of the District and the impact of any scheduling/structure change on these resources and other needs of the District.
13. Insure compliance with Board policy and administrative guidelines.

B. Exploration of Interests

In exploring these and any additional interests which may be identified in the process, the staff and administration will have the flexibility to consider all options

C. Criteria

When the building staff and administration are weighing potential solutions, at a minimum the following criteria/questions will be considered.

1. Is the solution (a.) acceptable, (b.) fair, (c.) legal, (d.) simple, (e.) workable, (f.) cost effective, (g.) flexible, (h.) mutually beneficial, and
2. Does the proposed solution strongly suggest that improved student learning will result?

11.015 Implementation Requirements

- A. Any solution that meets the above criteria and receives the support of at least 80% of the school staff and administration (voting by secret ballot) will be implemented for the succeeding school year, subject to approval of the bargaining teams as set forth below.
- B. In weighing the approval of the school staff, input from teachers who are employed less than one FTE at the school will have corresponding weighted impact on the decision-making process.
- C. In the event a potentially viable solution does not receive support of 80% of the combined school staff and administration when initially presented taking into account the weighted input of part-time staff, the group has flexibility to build upon that potentially

viable solution and re-determine whether it has received the support of at least 80% of the school staff and administration.

11.016 Compliance with Negotiated Agreement

- A. Before implementation of any solution that impacts on any written provision of the negotiated agreement (including, but not limited to, school calendar, work day, lunch, planning and conference time, student contact time, class size, salary, and staff meetings), the solution shall be presented to the negotiating teams and will be subject to the negotiations process set forth in Article II.
- B. If the negotiating teams representing the Board and BTA cannot agree on the proposed solution within thirty (30) days after presentation of the proposed solution, the schedule will remain intact or the new program will not proceed. The school staff will have the opportunity to resolve the negotiating team's concerns and revise accordingly, subject again to bargaining team approval which is required before implementation of any scheduling change or new program which requires a change in contract provisions.

ARTICLE XII - BENEFITS

12.01 Insurance

12.011 Group Term Life

The Board of Education shall provide full-time teachers group term life insurance coverage of \$50,000. The Board shall pay 100% of the premiums for said coverages.

12.012 Medical and Dental Insurance

A. Plan Options

1. PPO

Employees may enroll in the PPO program (or its successor), subject to the enrollment rules of the carrier but provided there shall be no pre-existing condition limitation. Employees shall pay 10% for such coverage, including

dental coverage, of the premium rates in effect in each benefit year. The employee contribution shall be 13% in the fall of 2012. The annual date for rate changes is October 1st.

The benefits shall be as follows:

Office co-pay: \$15.00 – network
\$15.00 – 70% out of network

Emergency room co-pay: \$50.00
Deductible – Network: \$150.00 – Single
\$300.00 – Family

Non Network: \$150.00 – Single
\$300.00 – Family

Co-insurance – Network: \$150.00 Single
\$300.00 Family

Non-network: \$2,000.00–Single
\$4,000.00 – Family

2. Drugs

The following co-pays shall apply:

Retail: Generic - \$10.00;
Preferred brand - \$30.00;
Non-preferred brand - \$30.00.

Mail order is required for long-term (greater than 30 day) prescriptions after the first prescription order is filled:

Generic - \$10.00;
Preferred brand - \$30.00;
Non-preferred brand - \$30.00.

(For non-preferred brand, co-pay is in addition to cost difference between non-preferred brand and generic.)

B. Limitations

1. Changing Benefit Provider

Subject to the limitations below, the Board retains the discretion to determine the appropriate method of providing health care benefits, provided, however, that the Board will give the Association at least sixty (60) days' prior notice of its intent to change benefit provider. At least twenty (20) days before any such change is effective, the Association will be provided with a copy of the proposed new contract with the benefit provider.

2. BTA Consent

It is further agreed that any proposed change to a self-funding or third-party administration mechanism not governed by a national health benefit carrier may not be accomplished without the consent of the BTA, which consent shall not be unreasonably withheld.

Should the BTA withhold its consent, the matter may be submitted for a final and binding decision through expedited arbitration in accordance with the rules of the American Arbitration Association.

C. Insurance Contracts

The Association will be provided with a copy of all current insurance contracts.

D. Change in Entitlement

Teachers whose family circumstances change entitling them only to single coverage must notify the Treasurer's office within thirty (30) days after the change occurs. The change in status will be effective the first of the following month. Failure to make timely notification shall result in the teacher being required to pay the difference in premium rates via payroll deduction.

E. Election of Coverage

1. All full-time employees who wish not to enroll in the Board's paid hospitalization plan, and are covered by another plan (and can document such coverage in writing) shall be reimbursed \$1500 annually if they qualify for family coverage and \$750 annually for single coverage.
2. Such payment shall be made at the end of each contract year and be prorated based on the number of months that the employee was enrolled in the Board's paid hospitalization plan.
3. The election not to enroll in the hospitalization plan shall be made in writing to the Treasurer's office.
4. An employee who elects no hospitalization coverage subsequently may elect to participate in the plan during the year, subject to the rules of the carrier.
5. Upon election to participate in coverage, the employee waives eligibility for the annual payment (as described above).

F. Spousal Insurance for Teachers Newly Employed on or after July 1, 2012 or Who Are Not Covered under the District's Medical Insurance as of July 1, 2012 for Reasons Other Than an Approved Leave of Absence.

If the spouse of a teacher subject to this Section 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.**

12.013 Part-Time Teacher Insurance

Any teacher who is employed at less than a full-time position (including teachers in a job share arrangement) shall receive all of the insurance benefits as described in this Article. The Board shall pay the premiums for said coverage on a pro rata basis equivalent to the percent of employment of said teacher.

12.014 Health Care Committee

A Health Care Committee composed of two members appointed by the BTA President and two members appointed by the Superintendent will be formed and commence its activities not later than April 15, 2001. The committee will be responsible for reviewing current health insurances and making recommendations to the BTA President and Superintendent for program modifications. Such recommendations will be designed to maintain a competitive, cost-effective health insurance program.

12.015 Section 125 Plan ("Cafeteria Plan")

- A. The Board shall establish a "Cafeteria Plan" that is designed to allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis. The "Cafeteria Plan" shall also allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSA's") described in paragraph C below.
- B. 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 of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1st through December 31st) 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 paragraphs C.3. 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.

C. Dependent Care FSA

1. 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, 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.
2. The salary reduction and corresponding credits will be made and issued in accordance with the pay schedule set forth in Section 7.04.
3. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum annual amount permitted by current applicable tax code 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.
2. The salary reduction shall be made from each of the pay set forth in Section 7.04.

E. 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.

F. 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. The Board shall be responsible for and shall pay the administrative fee involved in setting up the Plan and the standard monthly fee required. When the Board's Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criterion to be used shall be the amount of administrative fees charged. Any other administrative fees shall be borne by the Section 125 Plan participants.

12.02 **Severance Pay**

12.021 Calculation

- A. Certificated employees who have five (5) or more years of service in the Bay Village City School District may elect at the time of retirement from the Bay Village City School District to be paid in cash for one-half (1/2) of the value of accrued but unused sick leave credit not to exceed seventy-five (75) days.

- B. Payments shall be made at the teacher's daily rate effective at the time of retirement, exclusive of supplementals, extended time or other additional forms of compensation and shall be paid into the Section 403(b) "Special Pay Plan" earlier established by the Board.

12.022 Restriction

Retirement shall relate to those employees who have indicated an intent to retire and for which the Board has received an application for processing from the appropriate retirement system for retirement benefits to such employees.

12.023 Payment

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time, except for up to 15 days if they remain available after severance has been paid. Such payment will be made only once to any employee.

12.03 Employer “Pick-Up” of Teacher Employee Retirement Contribution

12.031 Date of Implementation

With the Bay Teachers’ Association, on behalf of its membership, requesting that the Board of Education of the Bay Village City School District implement the “pick-up” of the certificated teacher employees required contributions to the State Teachers Retirement System (STRS) and with the Board of Education having agreed to do so the Treasurer is hereby authorized to contribute to STRS, in addition to the Board’s required employer contribution, an amount equal to each certificated employee’s contribution to STRS in lieu of payment of such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a deferred salary from the contract salary otherwise payable to such certificated employee in cash.

12.032 Contract Addendum

The Treasurer is also directed to prepare and distribute an addendum to each certificated employee’s contract which states that:

- A. The employee’s contract salary is being restated as consisting of:
 - 1. a cash salary component, and
 - 2. a “pick-up” component, which is equal to the amount of the employee contribution being “picked up” by the Board of behalf of the employee;
- B. The Board will contribute to STRS an amount equal to the employee’s required contribution to STRS for the account of each certificated employee; and

- C. Sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and “pick-up” component of the employee’s restated salary.

12.033 Restriction

The Board’s total combined expenditures for employees’ total contract salaries payable pursuant hereto, (including pick-up amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect.

12.034 Tax Withholdings

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the “pick-up.” The Board shall report for federal and Ohio income tax purposes as an employee’s gross income said employee’s total contract salary less the amount of the “pick-up.” The Board shall report for municipal income tax purposes as an employee’s gross income said employee’s total contract salary, including the amount of the “pick-up.” The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE XIII - SALARY SCHEDULES AND COMPENSATION

13.01 Emergency/Non-Emergency Substitute Pay

13.011 Definition of Emergency

In the event of an emergency [emergency is defined as the absence of the regular teacher for legitimate reasons covered by sick leave or personal leave policy], the substitute must assume the duties of the regular teacher. Teachers who call in absences after 6:30 a.m. of the day of absence also will call their building principal or designee to advise her/him of the absence.

13.012 Pay Rate

- A. Subject to paragraph B below, teachers who substitute for the absent teacher for classroom or study hall duty over and above his/her regular assigned duties shall be paid at the curriculum rate of

pay. Such payment shall occur for any portion of one-half (1/2) hour in such duty. For any fraction of the period worked over one half (1/2), the teacher shall be compensated at the full rate.

- B. If the teacher performs emergency substitute duty on four (4) or more occasions in the first semester, his/her rate for all emergency substitute duty in the second semester shall be .00084 of the Base Salary for work hour. For purposes of this Section 13.012 and Section 13.014 below, the term "occasion" refers to a period of approximately forty-five (45) minutes. Periods of over sixty (60) minutes will count as two (2) occasions.

13.013 Volunteer Forms

- A. The administration will first seek volunteers from among those who have signed volunteer forms for such duty.
- B. The list of teacher volunteers for emergency substitute duty shall be revised annually.

13.014 Required Emergency Substitute Duty

In the event volunteers are unavailable, and a reasonable effort to secure a substitute is unsuccessful, a teacher may be required to perform the emergency substitute duty.

- A. No teacher shall be required to perform such emergency substitute duty more than three (3) times per semester. Available regular substitutes will be utilized before an emergency substitute assignment is made. Existing regular substitutes will be surveyed regarding their interest in performing added substitution assignments (for added compensation) during their preparation/conference periods.
- B. The teacher required to perform emergency substitute duty shall be advised of that assignment one hour before the start of the assignment if possible.
- C. Teachers will be advised of emergency substitute assignments as early as possible before the start of the student day.

13.02 **Summer School Salaries**

Teachers employed in the Bay Village Summer School program shall receive .0008235 of the B.A. Base salary/hour.

13.03 **Special Curriculum Work**

13.031 **Rates of Pay**

- A. All approved curriculum work which takes place outside of the teacher's 8-hour day shall be compensated at .0006513 of the base salary per work hour for committee members and .000782 of the base salary per work hour for committee chairs and co-chairs.
- B. For work done before or after the student year the rate shall be .00071 of the base salary per work hour for members and .00084 of the base salary per work hour for committee chairs and co-chairs.

13.04 **Regular Curriculum Work Salaries**

13.041 **Rates of Pay**

- A. Teachers appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum shall be compensated at the rate of .0006513 of the base salary per work hour of that year for committee members and .000782 of the base per work hour for committee chairs or co-chairs for any work performed outside the teacher's 8-hour day.
- B. For work done before or after the student year the rate shall be .00071 of the base salary per work hour of that school year for members and .00084 of the base salary per work hour for committee chairs and co-chairs.

13.042 **Limitation**

Payment for such work shall be made at the end of each semester.

13.05 **Representation of “Specials” Teachers**

At grades K through 8 the “specials” teachers (art, music, family and consumer science, technology, and P.E.) may identify an individual from the group at each building to attend grade level coordinator or team leader meetings held with the administration. The representative will be compensated at the rate of pay for regular curriculum work, section 13.041.

13.06 **Supplemental Criteria**

Movement in supplemental levels:

Level I – Year one (1) of supplemental contract service

Level II – Years two (2) and three (3) of supplemental contract service

Level III – Years four (4) and five (5) of supplemental contract service

Level IV – After five (5) years of service in the same supplemental position

13.061 **Student Oriented Activities Criteria Scale**

A. Formula: $.00602 \times \text{Base Salary} = \text{Dollars Per Point}$

1. 2008-2009 -- \$223.76 per point for Level IV Salary

2. 2009-2010 -- \$229.91 per point for Level IV Salary

B. Salary Levels

Level I Salary is 80% of Level IV Salary

Level II Salary is 85% of Level IV Salary

Level III Salary is 93% of Level IV Salary

C. Salary Calculation Chart for Student Oriented

<u>Hours</u>	<u>Points</u>	<u>Hours</u>	<u>Points</u>
0-20	4	341-360	21
21-40	5	361-380	22
41-60	6	381-400	23
61-80	7	401-420	24
81-100	8	421-440	25
101-120	9	441-460	26
121-140	10	461-480	27
141-160	11	481-500	28
161-180	12	501-520	29
181-200	13	521-540	30
201-220	14	541-560	31
221-240	15	561-580	32
241-260	16	581-600	33
261-280	17	601-620	34
281-300	18	621-640	35
301-320	19	641-660	36
321-340	20	661-680	37
		681-700	38

13.062 Athletic Criteria Scale

A. Length of Season (Days)

	<u>Days</u>	<u>Points</u>	<u>Weighted</u>
	1-20	1	
Total number of days from beginning (date coaching may begin) to end (date coaching must stop) of season as established by the OHSAA. Includes Sunday and holidays.	21-40	2	
	41-60	3	
	61-80	4	
	81-100	5	Total * 2
	101-120	6	
	121-140	7	
	141-160	8	
	161-180	9	
	81-200	10	

B. Number of Performances

	<u>Games</u>	<u>Points</u>	<u>Weighted</u>
(Games, Meets, Matches)	1-5	1	
	6-10	2	
Maximum number of	11-15	3	
games/points permitted	16-20	4	
by the OHSAA. Does	21-25	5	Total * 2
not include scrimmages.	26-30	6	
(Football X 2)	31-35	7	
	36-40	8	
	41-45	9	
	46-50	10	

C. Supervision of Participants -

	<u>Ratio</u>	<u>Points</u>	<u>Weighted</u>
Students	1-10	1	
	11-20	2	
Where there is more than	21-30	3	
one			
coach, this figure	31-40	4	
the total participating	41-50	5	Total * 1
divided by the number	51-60	6	
of coaches,	61-70	7	
	71-80	8	
	81-90	9	
	91-100	10	

D. Administrative Responsibility

	<u>Students</u>	<u>Points</u>	<u>Weighted</u>
	1-20	1	
Rosters, injury reports,	21-40	2	
physical			
exams, eligibility, budgets	41-60	3	
	61-80	4	
This figure represents the	81-100	5	Total * 1
total number of participants	101-120	6	
in an activity. It is not	121-140	7	
affected by the number	141-160	8	
of assistants.	161-180	9	
	181-200	10	

E. Supervision of Personnel

	<u>Persons</u>	<u>Points</u>	<u>Weighted</u>
	1	1	
Number of paid assistants	2	2	
at high school	3	3	
under supervision,	4	4	
	5	5	Total * 2
	6	6	
	7	7	
	8	8	
	9	9	
	10	10	

F. Multiplying factor for all coaching positions: .00600

G. Calculation of Salary

Criteria Points x Base Salary x .00600

1. 2008-2009 -- \$223.01 per point

2. 2009-2010 -- \$229.15 per point

H. Coaching Salary Levels:

For coaching positions below that of head coach, positions will be paid according to the following scale:

<u>Position</u>	<u>% of Head Coaches Salary</u>
Coordinator	75%
JV, Varsity Asst.*	70%
* Varsity Assistant – Football, Swimming, Track and Lacrosse	
Head Freshmen Football	60%
Freshmen, Varsity Asst.**	55%
** Varsity Assistant – Baseball, Basketball, Hockey, Soccer, Girls C. Country and Volleyball	
Head 8th/M.S. Coordinator	50%
8th	45%
7th	45%

I. Salary Levels

Years of service are those earned at Bay Village City School District in the same or related supplemental position as determined by Superintendent.

Level I 80% (Year 1)

Level II 85% (Year 2 and 3)

Level III 93% (Year 4 and 5)

Level IV 100% (Year 6 and thereafter)

13.063 Salary Review

Each of the criteria factors above will be determined based on a three (3) year average and applied to the position for the next three (3) years. The supplemental contract holder may petition the Supplemental Review/Activities Council for an earlier review in the event of significant changes in the criteria.

13.064 Unfilled Positions

The central administration will seek input from building level administration and teachers before determining not to fill one or more positions for economic reasons.

The Board through the Superintendent will provide the BTA President with an explanation of why one or more supplemental positions are not filled.

13.065 Credit for Prior Service

A bargaining unit member who returns to perform a supplemental duty after a period of absence from a particular position or related position will be credited with earlier service in the District in the same supplemental position.

13.07 Supplemental Salary Schedules13.071 – 2011-2013 Supplementary Salary Schedule**STUDENT ORIENTED**

<u>Activity</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	pts
Academic Challenge (MS)	933	992	1085	1167	5
Academic Challenge (HS)	1867	1984	2170	2334	10
Athletic Site Manager (HS) Fall	3174	3372	3689	3967	17
Athletic Site Manager (HS) Winter	2054	2182	2387	2567	11
Athletic Site Manager (MS) (2)	1307	1388	1519	1634	7
Bay Window	1680	1785	1953	2100	9
Bay Middle School Newspaper	1307	1388	1519	1634	7
Builders Club	1307	1388	1519	1634	7
Cheerleading (Head)	3734	3967	4340	4667	20
Cheerleading (Asst.)	2054	2182	2387	2567	11
Cheerleading (MS)	1680	1785	1953	2100	9
Chess Club (MS)	1120	1190	1302	1400	6
Choreographer	1120	1190	1302	1400	6
Class Advisor (9)	933	992	1085	1167	5
Class Advisor (10)	1120	1190	1302	1400	6
Class Advisor (11)	1307	1388	1519	1634	7
Class Advisor (12)	1494	1587	1736	1867	8
Drama	3734	3967	4340	4667	20
Drama (Asst)	2614	2777	3038	3267	14
Huddle	1494	1587	1736	1867	8
Key Club	1680	1785	1953	2100	9
Literary Magazine	1120	1190	1302	1400	6
Model UN	1494	1587	1736	1867	8
Multi-Cultural	1494	1587	1736	1867	8
Musical Director	2427	2579	2821	3034	13
Musical - Vocal	1867	1984	2170	2334	10
NHS	1307	1388	1519	1634	7
Odyssey of the Mind	2614	2777	3038	3267	14
Photo (Publications)	2614	2777	3038	3267	14
Physical Fitness Instructor (Sp)	1867	1984	2170	2334	10

Physical Fitness Instructor (F)	1867	1984	2170	2334	10
Physical Fitness Instructor (W)	1867	1984	2170	2334	10
Project Earth	1680	1785	1953	2100	9
Pit Orchestra	1120	1190	1302	1400	6
Power of the Pen	1494	1587	1736	1867	8
Rocketts	4294	4562	4992	5367	23
Rockettes Asst.	2054	2182	2387	2567	11
SADD	1307	1388	1519	1634	7
Science Club	1680	1785	1953	2100	9

STUDENT ORIENTED

<u>Activity</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	
Science Olympiad (5, 6)	1307	1388	1519	1634	7
Science Olympiad (7, 8)	1307	1388	1519	1634	7
Science Olympiad (HS)	1680	1785	1953	2100	9
Ski Club (MS)	1120	1190	1302	1400	6
Ski Club (HS)	1120	1190	1302	1400	6
Spelling Bee	933	992	1085	1167	5
Stagecrafters	2800	2975	3255	3500	15
Student Government (W)	933	992	1085	1167	5
Town Council (2) Gr. 5, 6	933	992	1085	1167	5
Town Council (2) Gr. 7, 8	1120	1190	1302	1400	6
Town Government (HS)	2427	2579	2821	3034	13
Villager	3734	3967	4340	4667	20
Yearbook	5227	5554	6077	6534	28
Yearbook (Asst)	2240	2380	2604	2800	12

STUDENT ORIENTED

<u>Department Chairs</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	
Art	1307	1388	1519	1634	7
Business & Technology	1307	1388	1519	1634	7
Foreign Language	2054	2182	2387	2567	11
Guidance (K-12)	2054	2182	2387	2567	11
Health/Physical Education/ Family & Consumer Science/ Career Based	1307	1388	1519	1634	7
Language Arts	2054	2182	2387	2567	11
Library/Media (K-12)	1494	1587	1736	1867	8
Mathematics	2054	2182	2387	2567	11

Music	1307	1388	1519	1634	7
Science	2054	2182	2387	2567	11
Special Education	1307	1388	1519	1634	7
Social Studies	2054	2182	2387	2567	11
<u>Grade Level Coordinator</u>					
Grade K	1307	1388	1519	1634	7
Grade 1	1307	1388	1519	1634	7
Grade 2	1307	1388	1519	1634	7
Grade 3	1307	1388	1519	1634	7
Grade 4	1307	1388	1519	1634	7

Art Exhibit Coordinator

Normandy	933	992	1085	1167	5
Westerly	933	992	1085	1167	5
Middle School (2)	933	992	1085	1167	5
High School (3)	933	992	1085	1167	5

Middle School Team Leader
(7)

Team Leader Grade 5 (2)	1307	1388	1519	1634	7
Team Leader Grade 6 (2)	1307	1388	1519	1634	7
Team Leader Grade 7 (2)	1307	1388	1519	1634	7
Team Leader Grade 8 (2)	1307	1388	1519	1634	7
Team Leader Special Ed (1)	1307	1388	1519	1634	7

INTERSCHOLASTIC

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	232.58
<u>Baseball</u>					
Head	5768	6128	6705	7210	31
Varsity Assistant	3172	3371	3688	3965	
JV	4038	4290	4694	5047	
9th	3172	3371	3688	3965	
<u>Basketball – Boys</u>					
Head	5024	5338	5840	6280	27
Asst. Varsity	2763	2936	3212	3454	
JV	3517	3736	4088	4396	
9th	2763	2936	3212	3454	
8th	2261	2402	2628	2826	
7th	2261	2402	2628	2826	
<u>Basketball – Girls</u>					

Head	4838	5140	5624	6047	26
Asst. Varsity	2661	2827	3093	3326	
JV	3386	3598	3937	4233	
9th	2661	2827	3093	3326	
8th	2177	2313	2531	2721	
7th	2177	2313	2531	2721	
<u>Cross Country</u>					
Head Boys	3907	4152	4542	4884	21
Head Girls	4466	4745	5191	5582	24
Girls Asst.	2456	2610	2855	3070	
Middle School CC	1758	1868	2044	2198	
<u>Football</u>					
Head	6884	7315	8003	8605	37
Asst Varsity Coordinator	5163	5486	6002	6454	
Asst. Var (4)	4819	5120	5602	6024	
9th Head	4131	4389	4802	5163	
9th	3786	4023	4402	4733	
8th Head	3442	3657	4002	4303	
8th	3098	3292	3601	3872	
7th Head	3098	3292	3601	3872	
7th	3098	3292	3601	3872	
<u>Golf - Boys</u>					
Head	3535	3756	4110	4419	19
<u>Golf - Girls</u>					
Head	3349	3558	3893	4186	18

INTERSCHOLASTIC

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	
<u>Hockey</u>					
Head	4466	4745	5191	5582	24
Asst Varsity	2456	2610	2855	3070	
<u>Lacrosse</u>					
Head	4466	4745	5191	5582	24
Asst Varsity	3126	3321	3634	3907	
<u>Soccer – Boys</u>					
Head	5396	5733	6273	6745	29
Varsity Assistant	2968	3153	3450	3710	
JV	3777	4013	4391	4721	
9th	2968	3153	3450	3710	
<u>Soccer – Girls</u>					

Head	5396	5733	6273	6745	29
Varsity Assistant	2968	3153	3450	3710	
JV	3777	4013	4391	4721	
9th	2968	3153	3450	3710	
<u>Softball</u>					
Head	5396	5733	6273	6745	29
JV	3777	4013	4391	4721	
Freshman	2968	3153	3450	3710	
Middle School	2428	2580	2823	3035	
<u>Swimming</u>					
Head	5024	5338	5840	6280	27
Asst	3517	3736	4088	4396	
Asst/Diving	3014	3203	3504	3768	
<u>Tennis – Boys</u>					
Head	3721	3954	4326	4652	20
JV	2605	2768	3028	3256	
<u>Tennis – Girls</u>					
Head	3907	4152	4542	4884	21
JV	2735	2906	3180	3419	
<u>Track – Boys</u>					
Head	4466	4745	5191	5582	24
Middle (2)	2009	2135	2336	2512	
<u>Track – Girls</u>					
Head	4466	4745	5191	5582	24
Middle (2)	2009	2135	2336	2512	
<u>Track – Girls & Boys</u>					
Assistant (3)	3126	3321	3634	3907	

INTERSCHOLASTIC

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	
<u>Volleyball</u>					
Head	5396	5733	6273	6745	29
Varsity Assistant	2968	3153	3450	3710	
JV	3777	4013	4391	4721	
9th	2968	3153	3450	3710	
8th	2428	2580	2823	3035	
7th	2428	2580	2823	3035	
<u>Wrestling</u>					
Head	4652	4942	5407	5815	25

JV	3256	3460	3785	4070
9th	2558	2718	2974	3198
Middle (2)	2093	2224	2433	2617

Music

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	
Band Director (HS)	3174	3372	3689	3967	17
Band Director (MS)	2614	2777	3038	3267	14
Choir Director (HS)	3174	3372	3689	3967	17
Choir Director (MS)	1867	1984	2170	2334	10
Marching Band Director	5787	6149	6728	7234	31
Marching Band Director Asst	2614	2777	3038	3267	14
Orchestra Director (HS)	3174	3372	3689	3967	17

13.08 Teacher Salary Schedules

The teachers' salary schedule in effect as of June 1, 2011 is found in Section 13.082. The salary schedule reflects a base freeze for the 2011-2012 and 2012-2013 school years.

During the 2011-2012 school year, teachers will not move vertically on the salary index for years of experience. (This vertical freeze does not impact ongoing horizontal movement on the index for additional educational credits). Effective with the 2012--2013 school year, teachers who are eligible to move vertically on the index will resume movement. However, teachers will not "catch up" to make up the vertical freeze experience for the 2011-2012 school year. (i.e., A teacher who was at the MA+10 column at Step 5 at the end of the 2010-2011 school year will remain at Step 5 for 2011-2012 school year. That teacher will move to Step 6 at the beginning of the 2012-2013 school year).

Any teacher who is not eligible for a vertical step movement during the 2012-2013 school year will receive the equivalent of One Thousand Dollars (\$1,000.00) distributed in equal portions over the course of the teachers' pay periods in 2012-2013.

Schedules shall reflect the salary index (Section 13.081).

13.081

BAY VILLAGE BOARD OF EDUCATION

SALARY SCHEDULE INDEX

STEP	ND	BA	C BA+10	D BA+20	E BA+30	F BA+45/MA	F (a) BA+55	G MA+10	H MA+20	I MA+30	J MA+40	K PHD
0	0.8800	1.0000	1.0175	1.0375	1.0600	1.1000	1.1088	1.1175	1.1375	1.1600	1.1801	1.2001
1	0.9152	1.0400	1.0591	1.0809	1.1053	1.1480	1.1571	1.1662	1.1871	1.2106	1.2315	1.2524
2	0.9518	1.0816	1.1024	1.1260	1.1525	1.1980	1.2076	1.2171	1.2389	1.2634	1.2852	1.3069
3	0.9899	1.1249	1.1475	1.1731	1.2017	1.2503	1.2603	1.2702	1.2929	1.3185	1.3413	1.3640
4	1.0295	1.1699	1.1945	1.2222	1.2530	1.3048	1.3152	1.3256	1.3493	1.3760	1.3997	1.4234
5	1.0707	1.2167	1.2433	1.2732	1.3065	1.3617	1.3726	1.3834	1.4081	1.4360	1.4607	1.4854
6	1.1135	1.2653	1.2942	1.3265	1.3623	1.4211	1.4324	1.4437	1.4695	1.4986	1.5244	1.5502
7	1.1580	1.3159	1.3471	1.3819	1.4204	1.4831	1.4949	1.5067	1.5336	1.5640	1.5909	1.6178
8	1.2043	1.3686	1.4022	1.4397	1.4811	1.5477	1.5606	1.5734	1.6005	1.6322	1.6603	1.6883
9	1.2525	1.4233	1.4595	1.4998	1.5443	1.6152	1.6281	1.6409	1.6703	1.7033	1.7326	1.7619
10	1.3026	1.4802	1.5192	1.5625	1.6103	1.6857	1.6991	1.7125	1.7431	1.7775	1.8082	1.8388
11	1.3026	1.5395	1.5814	1.6279	1.6790	1.7592	1.7732	1.7872	1.8192	1.8551	1.8871	1.9190
12	1.3026	1.6010	1.6460	1.6959	1.7507	1.8359	1.8505	1.8651	1.8985	1.9361	1.9695	2.0028
13	1.3026	1.6651	1.7134	1.7668	1.8255	1.9160	1.9313	1.9465	1.9813	2.0205	2.0553	2.0900
14	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
15	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
16	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
17	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
18	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
19	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
20	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
21	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
22	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
23	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
24	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
25	1.3026	1.8010	1.8532	1.9110	1.9744	2.1627	2.1799	2.1971	2.2364	2.2806	2.3200	2.3593

13.082

BAY VILLAGE BOARD OF EDUCATION
 SALARY SCHEDULE-EFFECTIVE 6/30/2011 – 6/30/2013
 BASE 38,764 reflects salary increase of 0%

STEP	ND	B	C	D	E	F-MA	F(a)	G	H	I	J	K
	ND	BA	BA+10	BA+20	BA	BA+45	BA+55	MA+10	MA+20	MA+30	MA+40	PHD
0	34,112	38,764	39,442	40,218	41,090	42,640	42,982	43,319	44,094	44,966	45,745	46,521
1	35,477	40,315	41,055	41,900	42,846	44,501	44,854	45,207	46,017	46,928	47,738	48,548
2	36,896	41,927	42,733	43,648	44,676	46,439	46,811	47,180	48,025	48,974	49,819	50,661
3	38,372	43,606	44,482	45,474	46,583	48,467	48,854	49,238	50,118	51,110	51,994	52,874
4	39,908	45,350	46,304	47,377	48,571	50,579	50,982	51,386	52,304	53,339	54,258	55,177
5	41,505	47,164	48,195	49,354	50,645	52,785	53,207	53,626	54,584	55,665	56,623	57,580
6	43,164	49,048	50,168	51,420	52,808	55,088	55,526	55,964	56,964	58,092	59,092	60,092
7	44,889	51,010	52,219	53,568	55,060	57,491	57,948	58,406	59,448	60,627	61,670	62,712
8	46,683	53,052	54,355	55,809	57,413	59,995	60,495	60,991	62,042	63,271	64,360	65,445
9	48,552	55,173	56,576	58,138	59,863	62,612	63,112	63,608	64,748	66,027	67,163	68,298
10	50,494	57,378	58,890	60,569	62,422	65,344	65,864	66,383	67,570	68,903	70,093	71,279
11	50,494	59,677	61,301	63,104	65,085	68,194	68,736	69,279	70,519	71,911	73,152	74,388
12	50,494	62,061	63,806	65,740	67,864	71,167	71,733	72,299	73,593	75,051	76,346	77,637
13	50,494	64,546	66,418	68,488	70,764	74,272	74,865	75,454	76,803	78,323	79,672	81,017
14	50,494	64,546	66,418	68,488	70,764	77,509	78,125	78,741	80,152	81,738	83,149	84,556
15	50,494	64,546	66,418	68,488	70,764	77,509	78,125	78,741	80,152	81,738	83,149	84,556
16	50,494	64,546	66,418	68,488	70,764	77,509	78,125	78,741	80,152	81,738	83,149	84,556
17	50,494	64,546	66,418	68,488	70,764	77,509	78,125	78,741	80,152	81,738	83,149	84,556
18	50,494	64,546	66,418	68,488	70,764	77,509	78,125	78,741	80,152	81,738	83,149	84,556
19	50,494	64,546	66,418	68,488	70,764	77,509	78,125	78,741	80,152	81,738	83,149	84,556
20	50,494	67,128	69,074	71,229	73,593	80,610	81,253	81,893	83,358	85,006	86,475	87,940
21	50,494	67,128	69,074	71,229	73,593	80,610	81,253	81,893	83,358	85,006	86,475	87,940
22	50,494	67,128	69,074	71,229	73,593	80,610	81,253	81,893	83,358	85,006	86,475	87,940
23	50,494	67,128	69,074	71,229	73,593	80,610	81,253	81,893	83,358	85,006	86,475	87,940
24	50,494	67,128	69,074	71,229	73,593	80,610	81,253	81,893	83,358	85,006	86,475	87,940
25	50,494	69,814	71,837	74,078	76,536	83,835	84,502	85,168	86,692	88,405	89,932	91,456

13.083 STRS CONTINGENCY

In the event that during the life of this Agreement the Board of Education's current 14% STRS contribution should be reduced with a corresponding increase to the teacher's current 10% STRS contribution, the Board of Education will increase the teacher's base pay to offset 50% of the teacher's additional cost. (i.e., Board's contribution reduced to 12%, teacher's contribution increased to 12%, the Board will increase the teacher's base by 1%; if Board's contribution is reduced to 13% and teacher's contribution is increased to 11%, the Board will increase the base by ½%).

ARTICLE XIV – EFFECTS

14.011 **Contrary to Law**

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) Revised Code), all Civil Service rules and regulations, administrative rules of the Director of State Personnel and all policies, rules and regulations of the Board unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance.

14.012 **Entire Agreement Clause**


This Agreement and attachments supersede all previous Agreements between the BAY TEACHERS' ASSOCIATION and the BAY VILLAGE BOARD OF EDUCATION and shall constitute the entire Agreement between the parties for the duration of this Agreement.

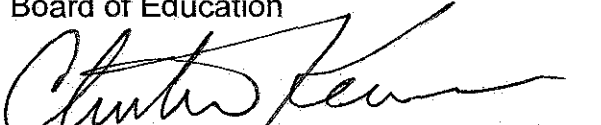
ARTICLE XV – DURATION

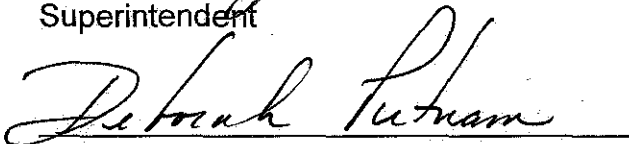
This Agreement, including attachments, will be in effect from June 30, 2011 through June 30, 2013.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed this 26th day of May, 2011.

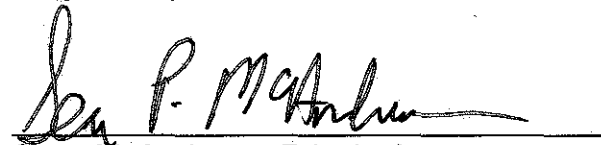
THE BOARD OF EDUCATION OF THE
BAY VILLAGE CITY SCHOOL DISTRICT


Amy Huntley, President
Board of Education


Clinton Keener,
Superintendent


Deborah Putnam, Treasurer

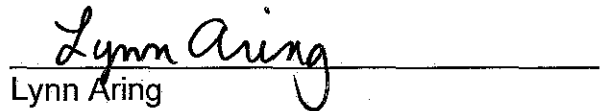

Daryl Stumph, Director of Operations


Sean McAndrews, Principal

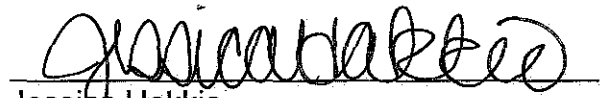
Susan C. Hastings
Attorney
Board of Education

THE BAY TEACHERS' ASSOCIATION

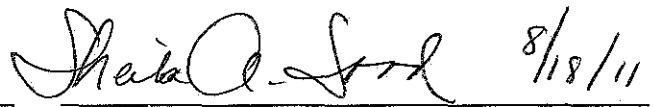

Julia Papcke-Russell, President
Bay Teachers' Association


Lynn Aring


Nicole Barrick


Jessica Hakkio


Margot Benjamin

 8/18/11
Shelia A. Saad, Consultant
Ohio Education Association

COMMITMENTS FROM NOVEMBER 2007 BARGAINING

- A. The administration commits to make every reasonable attempt to schedule “specials” teachers at the Middle School for lunch times that tend to fall nearer the midst of the teacher work day.
- B. The administration commits to make very reasonable effort to limit the number of different preparations of “specials” teachers at the Middle School.
- C. The current 1-4 grade report cards shall be employed for the remainder of the 2007-08 school year. For the report cards issued at the end of the second and third quarters, the teachers shall complete reports on learning behaviors, social behaviors, performance and effort on the major content areas of reading, writing/research, math, basic facts, science, health, social studies, music, art and physical education. For cards for periods two and three there will be an insert to explain to parents what is being reported. The current 1-4 report card will be completed in full for the final period of the 2007-08 school year, while the current K report card will be used for the remainder of the 2007-08 school year.
- D. The administration commits that there will be a team led by the principal of Normandy School or the Superintendent to review and revise the K-4 grade report cards to arrive at a report card for use starting with the 2008-09 school year. The revised report card will be less cumbersome and will use a data base or format which will allow access to class lists. Following implementation of the new report card teachers will continue to have student data available with respect to the subcategories for the major content areas for use in instructional planning and to respond to parent questions.
- E. The parental complaint procedure will be available to the public through a posting on the District website that will advise all persons of the avenues available for addressing their concern(s). The posting will advise them of the steps in 8.08 of the negotiated agreement.

MEMORANDUM OF AGREEMENT EMPLOYEE IDENTIFICATION BADGES

The parties agree to the following regarding Guidelines for Employee Identification Badges for bargaining unit members:

- Each District employee will wear a photo identification badge during school hours when students are in attendance.
- Employees are encouraged to wear their badges at school events scheduled outside the regular school day, such as evening performances, open house, athletic contests, etc.
- The badge will display the employee's photo, name, building of assignment, and District logo. All badges will be uniform in color and design. Employees have choice of how their name will be presented on the badge (e.g. first and last name, first or last name only).
- Employees with religious objections to having their photo imprinted will receive a badge with their name, building of assignment and District logo.
- Employees will have the opportunity to see a digital copy of their photo at the time it is taken, and if not pleased with it, the photographer will take another.
- The District will provide the initial identification badge and two (2) replacements annually. Replacements after the second badge will cost the employee actual District production cost but not to exceed \$5.00 per badge.
- Employees must wear the identification badge in a visible place. Badges may be worn by means of a lanyard or clothing clip. Each employee will be provided with both means of attachment.
- Badges will be collected at the end of the school year.
- Employees who forget their badge can obtain a generic "District Staff" badge from the school office to wear that day.
- Issues/Concerns about employees' identification badges will not be included in the employee's annual evaluation.
- District badges, not photo identification badges, will be provided to short-term substitutes.
- Long-term substitutes will be provided photo identification badges.
- District photo identification badges will begin with the start of the 2003-04 school year. However, the processing of identification badges will begin this school year for employees awarded employment contracts for the 2003-04 school year.

- Should any concerns arise related to identification badges the administration and the Bay Teachers' Association will meet to resolve set items.
- A building level security committee will be established at each District school beginning with the 2003-04 school year. The purpose of the committee is to discuss safety and security issues and concerns with building level administration. The BTA President will appoint the following number of bargaining unit representatives per building:
 - Normandy 2
 - Westerly 2
 - Middle School 4
 - High School 4

MEMORANDUM OF UNDERSTANDING
JOB SHARING

For so long as Barbara Woodburn continues in the employment of the Board, Ms. Woodburn shall be deemed approved for a job sharing arrangement. She remains responsible for identifying her job sharing partner. With that partner she will submit annually the application specified in Section 6.033 (d).

APPENDIX A

INFORMAL GRIEVANCE STEP FORM

FORM 1

BAY VILLAGE CITY SCHOOLS

On _____ the undersigned principal and teacher conducted an
(Date)
informal grievance meeting.

Teacher

Principal

APPENDIX B
GRIEVANCE REPORT STEP I
FORM 2
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

GRIEVANCE REPORT

Submit to Association Representative in Triplicate

Name of Grievant	Assignment	Building	Date Filed
------------------	------------	----------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

(Signature)

(Date)

C. Disposition by Principal/Immediate Superior _____

(Signature)

(Date)

DISTRIBUTION OF FORM 2, STEP I

1. Superintendent
2. Principal/Immediate Superior
3. Association Representative

APPENDIX C

(Submit in Triplicate)

GRIEVANCE REPORT STEP II

FORM 3

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP II

A. Position of Grievant _____

(Signature)

(Date)

B. Date received by Superintendent _____

C. Disposition by Superintendent _____

(Signature)

(Date)

DISTRIBUTION OF FORM 3 STEP II

1. Superintendent
2. Principal/Immediate Superior
3. Association Representative

APPENDIX D

(Submit in Triplicate)

GRIEVANCE REPORT STEP III

FORM 4

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP III

A. Position of Grievant _____

B. Date Submitted in Arbitration _____

(Signature)

(Date)

DISTRIBUTION OF FORM 4, STEP III

1. Superintendent
2. Principal/Immediate Superior
3. Association Representative

APPENDIX E

HEALTH CARE PROVIDER'S CERTIFICATION FOR
EMPLOYEE'S SERIOUS HEALTH CONDITION

FMLA FORM 1

BAY VILLAGE CITY SCHOOLS

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Bay Village City School District.

Employee is employed as a _____ (name of position). A copy of the job description, which includes the essential job functions, is attached. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that he/she has a serious health condition.

This serious health condition began on _____ and will continue until _____.
(Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts: (Attach separate sheet if necessary) _____

I also certify that the Employee is unable to perform the essential job functions of his/her position.

The Employee will continue to be under my care for treatment, and I will give Bay Village City School District a monthly update in writing on the employee's condition.

Health Care Provider (Please print or type)

Signature

Telephone number

Date

APPENDIX F

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS
HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

FMLA FORM 2

BAY VILLAGE CITY SCHOOLS

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Bay Village City School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for his/her child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ and will continue until _____ . (Indicate whether actual or estimated).
(Date)

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (Attach separate sheet if necessary) _____

The Employee will have to care for his/her relative until _____ .
(Date)

(Indicate whether actual _____ or estimated _____).

Health Care Provider (Please print or type)

Signature

Telephone number

Date

APPENDIX G

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

FMLA FORM 3

BAY VILLAGE CITY SCHOOLS

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Bay Village City School District. Please complete the information below so that the Employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of the treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for his/her own serious health condition. Indicate below the medical necessity and expected duration of such leave.

Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (Attach separate sheet if necessary)

Health Care Provider (Please print or type)

Signature

Telephone number

Date

APPENDIX H

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

FMLA FORM 4

BAY VILLAGE CITY SCHOOLS

I hereby certify that I have physically examined _____
(Employee)

and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Bay Village City School District.

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

Health Care Provider (Please print or type)

Signature

Telephone number

Date

APPENDIX I

TEACHER ASSAULT LEAVE REQUEST

BAY VILLAGE CITY SCHOOL DISTRICT

Name _____ Date _____

School/Department _____

I hereby request _____ day(s) of assault leave beginning at

_____ on _____, _____, 19____ and ending at
time day month

approximately _____ on _____, _____, 19____.
time day month

If medical attention was obtained, or if your leave was for more than two (2) days, the following information must be stated:

Name of Physician: _____

Office Address: _____

Falsification of the statement in this request is grounds for suspension or termination of employment.

Employee's Signature

Principal/Supervisor

Superintendent

APPENDIX J

BAY VILLAGE SCHOOLS OBSERVATION FORM

TEACHER NAME:
LENGTH: min.

OBSERVER:
PRE-CONFERENCE:

DATE:
POST-CONFERENCE:

<i>Domain A: Planning and Preparation</i>	<i>Examples/ Explanations</i>
A-1: Demonstrating Knowledge of Content and Pedagogy - teacher understands sequence of content and where it falls into the broader content of the subject.	
A-2: Demonstrating knowledge of Students - teacher uses knowledge about students background, experiences and educational ability to plan lessons.	
A-3: Selecting Instructional Goals - lesson reflects content area objectives from the course of study.	
A-4: Demonstrating Knowledge of Resources - teacher selects methods, activities and resources based on the needs of the student and goals in the lesson.	

A-5: Assessing Student Learning - evaluation strategies are appropriate for students and reflect the goals in the curriculum.	
---	--

<i>Domain B: The Classroom Environment</i>	<i>Examples/ Explanations</i>
B-1: Creating an environment of Respect and Rapport - teacher creates a climate of fairness and safety that promotes student learning.	
B-2: Establishing a Culture for Learning - teacher provides positive feedback to students and creates lessons that address individual students learning styles and personal needs.	
B-3: Managing Classroom Procedures - the teacher has effective strategies for monitoring student progress in each lesson.	
B-4: Managing Student Behavior - the teacher has communicated classroom expectations to students and consistently applies classroom and school policies.	
B-5: Organizing Physical Space (Safety, Accessibility) - the classroom arrangement meets district standards for safety and access.	

<i>Domain C: Instruction</i>	<i>Examples/ Explanations</i>
C-1: Communicating Clearly and Accurately - teacher communicates lesson goals to the students.	

C-2: Using Varied Instructional Strategies to Extend Thinking - the teacher recognizes opportunities to support creative and critical thinking.	
C-3: Engaging Students in Learning - the lesson has a coherent structure and is structured in a way to keep all students involved in learning.	
C-4: Providing Feedback to Students - the teacher provides feedback to students in an equitable manner and adjusts learning activities based on student need.	
C-5: Demonstrating Flexibility and Responsiveness - procedures are established to utilize the entire instructional time, but the teacher is able to respond to interruptions and students changing needs.	

<i>Domain D: Professional and Leadership Responsibilities</i>	<i>Examples/ Explanations</i>
D-1: Reflecting on Teaching - teacher is able to self evaluate their own effectiveness and make adjustments to instruction when needed.	
D-2: Maintaining Accurate Records - teacher is able to monitor the progress of individual students and keeps accurate records of individual achievement.	

D-3: Communicating with Families - the teacher has established an effective method for communicating student progress with parents and guardians.	
D-4: Contributing to the School and District - the teacher has established collaborative relationships with colleagues and coordinates learning activities with peers.	

<i>Summary- area(s) of focus:</i>

Evaluator's Signature: _____ Date: _____

The refusal of a teacher to sign an evaluation, observation or notation of concern shall not prevent said item from being in the teacher's personnel file. The teacher's signature does not necessarily indicate agreement with the evaluation, observation or notation of concern nor does it waive the teacher's right to contest to contents of the report.

Teacher's Signature: _____ Date _____

APPENDIX K

BAY VILLAGE SCHOOLS EVALUATION FORM

TEACHER NAME:
BUILDING:
OBSERVER:
DATE:

Domain A: Planning and Preparation

A-1 Demonstrating Knowledge of Content and Pedagogy - teacher understands sequence of content and where it falls into the broader content of the subject.

Summary Statement:

A-2 *Demonstrating* knowledge of Students - teacher uses knowledge about students' background, experiences and educational ability to plan lessons.

Summary Statement:

A-3 Selecting Instructional Goals - lesson reflects content area objectives from the course of study.

Summary Statement:

A-4 Demonstrating Knowledge of Resources - teacher selects methods, activities and resources based on the needs of the student and goals in the lesson.

Summary Statement:

A-5 Assessing Student Learning - evaluation strategies are appropriate for students and reflect the goals in the curriculum.

Summary Statement:

Domain B: The Classroom Environment

B-1 Creating an environment of Respect and Rapport - teacher creates a climate of fairness and safety that promotes student learning.

Summary Statement:

B-2 Establishing a Culture for Learning - teacher provides positive feedback to students and creates lessons that address individual students learning styles and personal needs.

Summary Statement:

B-3 Managing Classroom Procedures - the teacher has effective strategies for monitoring student progress in each lesson.

Summary Statement:

B-4 Managing Student Behavior - the teacher has communicated classroom expectations to students and consistently applies classroom and school policies.

Summary Statement:

B-5 Organizing Physical Space (Safety, Accessibility) - the classroom arrangement meets district standards for safety and access.

Summary Statement:

Domain C: Instruction

C-1 Communicating Clearly and Accurately - the teacher communicates lesson goals to the students.

Summary Statement:

C-2 Using Varied Instructional Strategies to Extend Thinking - the teacher recognizes opportunities to support creative and critical thinking.

Summary Statement:

C-3 Engaging Students in Learning - the lesson has a coherent structure and is structured in a way to keep all students involved in learning.

Summary Statement:

C-4 Providing Feedback to Students - the teacher provides feedback to students in an equitable manner and adjusts learning activities based on student need.

Summary Statement:

C-5 Demonstrating Flexibility and Responsiveness - procedures are established to utilize the entire instructional time, but the teacher is able to respond to interruptions and students changing needs.

Summary Statement:

Domain D: Professional and Leadership Responsibilities

D-1 Reflecting on Teaching - teacher is able to self evaluate their own effectiveness and make adjustments to instruction when needed.

Summary Statement:

D-2 Maintaining Accurate Records - teacher is able to monitor the progress of individual students and keeps accurate records of individual achievement.

Summary Statement:

D-3 Communicating with Families - the teacher has established an effective method for communicating student progress with parents and guardians.

Summary Statement:

D-4 Contributing to the School and District - the teacher has established collaborative relationships with colleagues and coordinates learning activities with peers.

Summary Statement:

Evaluator's Signature

Date

The refusal of a teacher to sign an evaluation, observation or notation of concern shall not prevent said item from being in the teacher's personnel file. The Teacher's signature does not necessarily indicate agreement with the evaluation, observation or notation of concern nor does it waive the teacher's right to contest the evaluation, observation or notation of concern.

Teacher's Signature

Date

APPENDIX L

SELF APPRAISAL FORM

BAY VILLAGE CITY SCHOOLS

Teacher Name: _____

School: _____

Date: _____

I. Areas of Strength and Achievement: _____

II. Areas for Reinforcement and/or Improvement: _____

III. Administrative Assistance That May be Helpful: _____

IV. Steps Contemplated by Teacher to Address Reinforcement or Improvement:

Teacher

Principal

APPENDIX M

RELEASE OF MEDICAL INFORMATION TO
BAY VILLAGE CITY SCHOOLS' PHYSICIAN

BAY VILLAGE CITY SCHOOLS

Physician/Hospital/Health Care Provider

I, _____, direct release of pertinent medical information regarding myself, _____ to the school physician of the Bay
Date of Birth

Village City Schools. I understand that all or part of this information may be used by the medical team in evaluating my medical status and after medical team evaluation may be shared with the Superintendent in order for the Superintendent to make appropriate educational decisions. I further understand that information concerning me may be shared with a limited number of staff in supervisory or direct contact with me. I further direct release of updated medical information concerning changes in my medical condition to the School Physician and direct that I be notified of such subsequent release.

(Date)

(Signature)

APPENDIX N

CONTINUING CONTRACT APPLICATION

BAY VILLAGE CITY SCHOOLS

MEMORANDUM

TO: All Teachers on Limited Contract with the Bay Village City School District

FROM: Office of the Superintendent

RE: Continuing Contract Eligibility

Date: _____

In accordance with the Memorandum of Agreement between the Bay Village Board of Education and the Bay Teachers' Association, I am inquiring as to whether you are taking course work that, in your view, will make you eligible for receipt of a professional certificate effective not later than the start of the next school year and, if so, whether you wish to be considered for continuing contract status this spring. Please advise me, by completing the form below, of your intentions in this regard and return the form to me not later than October 15th. If you do not return the form by that date, we will not, under the Agreement, be able to consider you for a continuing teaching contract this coming spring.

Should you have any questions in this regard, please do not hesitate to contact my office.

.....

TO: Superintendent

FROM: _____
Signature

DATE: _____

(Check one)

_____ Yes, I plan to be eligible by the end of the current school year and intend to request consideration for continuing contract status from the Board of Education this coming spring. CHECK THE BACK OF THE FORM FOR ELIGIBILITY REQUIREMENTS.

_____ No, I am not working towards a professional teaching certificate and will not request consideration for a continuing teaching contract this spring.

APPENDIX N
(continued)

REQUIREMENTS FOR CONTINUING CONTRACT ELIGIBILITY

1. Did you work in another district prior to employment at Bay AND did you hold a continuing contract at your previous district AND are you serving in at least your second year of full time employment at Bay?

_____ Yes, on all, you are eligible **STOP**

_____ No, go on to next question

2. Have you worked as a teacher at Bay for at least 3 of the last five years for at least 120 days per year (including the current school year)?

_____ Yes, you may be eligible, go to next question

_____ No, you are not eligible **STOP**

3. Do you hold an 8-year professional certificate OR permanent certificate OR a five-year license AND will you complete 30 semester hours of coursework before the end of the current school year? The coursework must lead to mastery in teaching. All hours must be earned since the issuance of the initial license/certificate.

_____ Yes, you are eligible **STOP**

_____ No, you are not eligible unless you meet the conditions in the final question.

4. Did you hold a Master's Degree when issued your initial license AND have you earned at least 6 semester hours of graduate coursework in education or your field of certification since the initial license was issued (or will have earned the 6 hours by the end of the current school year)?

_____ Yes, you are eligible

_____ No, you are not eligible

What is tenure?

“Continuing contract” is the language used in Ohio law and at the Ohio Department of Education to refer to “tenure” in Ohio.

APPENDIX O

EMPLOYEE'S NOTICE OF OCCUPATIONAL SAFETY AND HAZARD
INCIDENT/OBSERVATION FORM

BAY VILLAGE CITY SCHOOLS

To: Building Principal

On _____ at _____ I was involved in an
(Date) (Time)

Occupation Incident/Observation at _____
(Location) (Please be Specific)

Name (print) _____

Position _____ Location _____

Were you directly involved when the incident occurred? _____ Yes _____ No

Or did you observe the incident? _____ Yes _____ No

Give a detailed description of the incident/observation: _____

Please send copy to the Treasurer

APPENDIX P

SUPPLEMENTAL REVIEW APPLICATION

BAY VILLAGE CITY SCHOOLS

Name _____

Supplemental position for consideration _____

Date submitted _____

Please check the area you are requesting the Supplemental Review committee address in regards to the supplemental position listed above.

- _____ Add a new supplemental position
 - _____ Delete from the contract an existing supplemental position
 - _____ Modify an existing supplemental position
-

For the committee to provide adequate consideration for your proposal please complete the following information. Please type all materials for consideration.

- completed job description if not already in existence
- completed points/hours form for student oriented & staff support activities
- rationale for proposal
- evidence that student/staff interest exists in this area
- evidence that the position can be implemented
- completion of a Purpose Statement

The appropriate package of forms to be completed can be picked from the Activities Director. All forms must be returned to the Activities Director.

Due Dates:

November 1st - Fall sport supplemental for the following year

March 1st - All other supplementals for the following year

Exceptions: Applications may be brought to the committee at any time if the applicant provides evidence that the existing timeline cannot be met.

APPENDIX P
(continued)

BAY VILLAGE CITY SCHOOLS

Supplemental Application

Evidence/Rationale

Supplemental Position _____

Please provide your rationale for adding, deleting or modifying the identified supplemental position.

What evidence can you provide that this supplemental position can be added, modified or deleted?

APPENDIX P
(continued)

BAY VILLAGE CITY SCHOOLS

Purpose Statement and Budget

Activity Name: _____ Date: _____ Advisor: _____

Activity Purpose: _____

Last Year's Balance: _____

Activity Estimated Revenue: _____

Revenue Anticipated: _____

Total Balance and Revenue: _____

Activity Estimated Expenditure: _____

Total Estimated Expenditures: _____

Anticipated End of the Year Balance: _____

Building Principal _____

Superintendent _____

APPENDIX Q

SELF-DIRECTED IN-SERVICE

BAY VILLAGE CITY SCHOOLS

Name _____

Date submitted _____

Must be submitted to the principal by May 15th.

I request to leave after one-half day of the work day at the end of the second semester.

I have completed one-half day of professional development on NEOEA day, weekends, evenings after school or during the summer.

The course work or workshops are not being used for salary schedule placement purposes or approved in accordance with Section 5.10 of the negotiated agreement.

Program(s) attended:

I understand that I must complete year-end reporting before dismissal on the work day.

Signature of Employee _____

Approval of Principal _____

NOTE: *The teacher may receive credit for time devoted to IEP preparation with the approval of the principal (Section 8.101).*

APPENDIX R

(Submit in Duplicate)

APPLICATION FOR PERSONAL LEAVE – CERTIFIED PERSONNEL

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Date(s) requested _____ Total Days _____

The employee shall make the request for personal leave as much in advance as possible. If advance notice is not possible, the employee will report the absence to his/her immediate supervisor and complete a personal leave form immediately upon his/her return.

Designated Day – On the work day before or after a holiday (legal holiday, winter break and spring break) or on parent conference days or in-service days, the teacher must designate the reason.

Designated Day ONLY – briefly state reason – approved list in negotiated agreement section 5.093

I certify that this request is for personal business (not vacation or personal recreation) that cannot be conducted outside the regular school day or for personal business over which I have no control.*

Employee

Approval _____
Immediate Supervisor

Superintendent

*Falsification of this statement is grounds for suspension or termination of employment.

rev. 7/01, 1/05, 1/07

APPENDIX S

(Submit in Duplicate)

APPLICATION FOR ATTENDANCE AT PROFESSIONAL MEETING

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Professional Organization _____

Location of Meeting _____

Date(s) of Meeting _____ Proposed Dates of Attendance _____

Dates Substitute will be Needed for Classroom _____

Estimated cost of Attendance*

Registration Fee		\$ _____
Lodging		\$ _____
Meals		\$ _____
Transportation at IRS Allowable		\$ _____
	(miles)	
Other Transportation Costs (tolls, fees, parking, etc.)		
	TOTAL	\$ _____

Recommended _____
Principal

Approved _____
Superintendent

*Receipts for hotel bills, public transportation and other pertinent expenses must be attached when applying for reimbursement. The maximum reimbursable is \$140/day (BTA & BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate.

- _____ Professional Leave (4 per year maximum)
- _____ Administrative Request
- _____ BTA Leave
- _____ Regular Duties (including supplementals)

APPENDIX T

(Submit in Duplicate)

APPLICATION FOR REIMBURSEMENT FOR
APPROVED ATTENDANCE AT PROFESSIONAL MEETING

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Professional Organization _____

Location of Meeting _____

Date(s) of Meeting _____

Copies of hotel bills, public transportation receipts, and other pertinent receipts must be attached.

Registration Fee		\$ _____
Lodging*		\$ _____
Meals*		\$ _____
Transportation (Miles @ IRS Allowable)		\$ _____
	(miles)	
Other Transportation Costs (tolls, fees, parking, etc.)		\$ _____
	TOTAL	\$ _____

Signature _____

Recommended for Payment _____ Date _____
Principal

Return completed form to Superintendent's Office.

*Receipts for hotel bills, public transportation and other pertinent expenses must be attached when applying for reimbursement. The maximum reimbursable is \$140/day (BTA & BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate.

APPENDIX U

APPLICATION FOR SICK LEAVE

BAY VILLAGE CITY SCHOOLS

Please submit one copy of this form to your principal or department head immediately after the absence for which sick leave payment is requested. This form must be forwarded to the Treasurer's Office within 15 days of the first day of absence.

Employee's Name _____ Date _____

School or Department _____ Number Days Requested _____

1. I hereby make application for the use of sick leave as provided in O.R.C. 3319.141 and the use of such sick leave is justified for the following reason:

- Code #1 _____ Personal Illness or Injury
- Code #1 _____ Illness or Injury in Immediate Family
- Code #3 _____ Death in Family
- Code #4 _____ Exposure to Contagious Disease

2. If either Code #2 or Code #3 is checked above, please give the name and relationship of such members of your immediate family.

Name _____

Relationship _____

3. I hereby request _____ day(s) of sick leave beginning _____ a.m.; p.m. (Date) _____, 20 _____, and ending _____ a.m., p.m. (Date) _____, 20 _____.

Falsification of this statement is grounds for suspension or termination of employment under Section 3319.16 Ohio Revised Code.

Signature of Employee

CENTRAL OFFICE USE ONLY
Not Approved _____
Approved _____
Date _____

APPENDIX V

SALARY SCHEDULE PLACEMENT
PRIOR APPROVAL REQUEST FORM

BAY VILLAGE CITY SCHOOLS

Name _____ School _____

Grade/Subject _____

Institution **or** Organization _____

<input type="checkbox"/> Course Hours over BA +30 Course Name _____ _____ Course Number _____ _____ <input type="checkbox"/> Sem. Hours; OR <input type="checkbox"/> Qtr. Hours; <input type="checkbox"/> Graduate; OR <input type="checkbox"/> Undergraduate	<input type="checkbox"/> Workshops Title _____ _____ _____ _____ hours (estimate)
---	--

Description of Course or Workshop:

Describe how this is pertinent to your assignment:

Signature of Teacher _____

Approved By _____

Date _____

Transcript/Certificate of Attendance Received:

NEGOTIATED AGREEMENT SECTION 6.02
Note: The following **MUST** be approved:
A.) All workshops
B.) Graduate/Undergraduate Credit above BA
+30
Note: Limitations:
A.) Graduate Credit – No limit
B.) Workshops – No limit
(22 hours = 1 semester hours)
C.) Undergraduate Credit -
Between BA and MA – 20 hours
After MA – No limit

APPENDIX W

SUPPLEMENTAL APPRAISAL FORM

BAY VILLAGE CITY SCHOOLS

Employee Name: _____

Supplemental Position: _____

School Year _____ Date Submitted _____

Check One: Self appraisal; or, Appraisal completed by Administrator

I. AREAS OF STRENGTH AND ACHIEVEMENT

(Note: may make reference to the approved job description.)

II. AREAS OF REINFORCEMENT AND/OR IMPROVEMENT

III. PLAN TO ADDRESS REINFORCEMENT OR IMPROVEMENT AND ADMINISTRATIVE ASSISTANCE IF APPLICABLE:

Employee Signature

Evaluator Signature

_____ No conference held; - OR, - Date of conference _____

_____ Check if professional growth plan attached

APPENDIX X

SUPPLEMENTAL APPRAISAL
PROFESSIONAL GROWTH PLAN

Employee Name: _____

Supplemental Position: _____

<u>Check One:</u> _____ Suggested; or, _____ Mandatory
--

Identified areas(s) for growth and/or deficiency (no more than 3)

Observed evidence of need for growth

Strategies/actions for growth and administrative support for each

Date given to employee _____ Date of conference _____

Employee signature

Evaluator signature