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BRIDGEPORT EDUCATION ASSOCIATION

and

BRIDGEPORT BOARD OF EDUCATION

NEGOTIATION AGREEMENT

EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015

BRIDGEPORT EDUCATION ASSOCIATION
AND
BRIDGEPORT BOARD OF EDUCATION
JULY 1, 2012 - JUNE 30, 2015
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ARTICLE I RECOGNITION

1.1 Recognition of the Association

The Bridgeport Exempted Village Board of Education, hereinafter "Employer" or "Board," hereby recognizes the Bridgeport Education Association OEA/NEA-Local, hereafter the "Association" or "Union," as the exclusive bargaining representative of all full-time and regular part-time certified/licensed classroom teaching personnel, nurses, guidance counselors, librarians, school psychologists, and speech therapist. The superintendent, assistant superintendent, principals, assistant principals, other administrative personnel, substitutes (receiving substitute pay), tutors and all non-certified/licensed personnel shall be excluded from the bargaining unit.

- 1.2 The Board recognizes that Association representatives will include any newly created positions, other than those listed above, unless employment in the position is governed by Section 3319.01 and 3319.02 of the Ohio Revised Code.

ARTICLE II NEGOTIATION PROCEDURES

2.1 Representation

Each party shall designate a negotiations team of up to five (5) persons. All negotiations shall be conducted between said teams.

2.2 Bargaining Teams' Power

Bargaining teams shall be empowered to make proposals and counter proposals, and to indicate tentative agreement on behalf of the parties.

2.3 Scope of Bargaining

Wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement.

2.4 Good Faith

- (a) Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.
- (b) No action to coerce, censor or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiations process.

2.5 List of Items

A list of items proposed for negotiations shall be submitted in writing by the Association to the Superintendent, and by the Superintendent to the Association president no later than eighty (80) days prior to the expiration of the contract.

- 2.6 **Initial Proposals – First Meeting**
A mutually convenient meeting shall be held no later than seventy (70) days prior to the expiration of the contract at which time both parties shall meet and exchange initial proposals.
- 2.7 **Agenda of Items**
At the first meeting, the bargaining teams shall establish an agenda of items for negotiation. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by the parties.
- 2.8 **Executive Session**
Meetings shall be held in executive session unless otherwise mutually agreed.
- 2.9 **Ad Hoc Committees**
The parties may appoint joint ad hoc committees to research and study proposals, to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.
- 2.10 **Item Agreement**
As negotiation items, individually and collectively, receive tentative agreement, they shall be reduced to writing and initialed by each party and shall be binding, unless and until the parties are unable to agree on some other items being negotiated, at which time such tentative agreement may be withdrawn.
- 2.11 **Recesses**
Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional or lay consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.
- 2.12 **News Releases**
Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
- 2.13 **Final Typed Copy**
The Association will provide a total of five (5) final typed copies: one (1) copy for the Board; and four (4) copies for the Association.
- 2.14 **Agreement**
When tentative agreement is reached between the teams, it shall be submitted to the Bridgeport Education Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the Bridgeport Education Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.

2.15 **Disagreement**

Fifty (50) days prior to the expiration date of this Agreement, the parties will notify the Federal Mediation and Conciliation Services (FMCS) of such negotiations. From that point (50 days prior), should an impasse occur, either party shall have the right to request assistance of FMCS. In the event that agreement is not reached, 30 days prior to the expiration date, a fact finder appointed by SERB shall hold hearings and issue a recommendation for resolution of the issues at impasse. The report of the fact finder shall be presented to both parties no later than 15 days prior to the expiration of the contract. Within 2 days, both parties shall vote on the recommendations of the fact finder. In the event agreement is still not reached by the expiration date of this Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(c) of the Ohio Revised Code.

ARTICLE III GRIEVANCE PROCEDURES

3.1 General

- (a) A grievance is an alleged violation, misinterpretation, or misapplication of this agreement.
- (b) A grievant shall mean a member of the bargaining unit, a group of members or the Association alleging that some violation, misinterpretation, or misapplication of this agreement has actually occurred.
- (c) The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions. No grievance, however, shall be heard during school hours.
- (d) A day shall mean a working day. In summer, a day shall mean a workday (Monday through Friday) exclusive of holidays. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. Lack of adherence to time limits by the grievant shall result in dismissal of the grievance. Lack of adherence to time limits by the Board will result in sustaining the grievance at that level.
- (e) Election of Remedies: A grievant shall not be denied his/her legal rights under the law; provided, however, upon the filing of a complaint to the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
- (f) Copies of the documents pertaining to a grievance which has been filed shall be placed only in confidential files of the Treasurer of the Board and the President of the Association. The Treasurer shall make these available only to the members of the Board, the Superintendent, and by court order. All documents shall be destroyed as required by law.
- (g) No grievant shall be represented by any teacher organization other than the B.E.A. in any grievance initiated pursuant to this procedure.
- (h) No grievant shall be denied the right to legal advice and/or counsel in any of the levels listed below. At Level One, a grievant may be accompanied by any person of his/her choosing, provided such person is an employee of the school district.
- (i) A grievance may be withdrawn at any level without prejudice or record.
- (j) Copies of all written decisions of grievances shall be sent to the parties involved, namely, the Association Grievance Chairperson, the Aggrieved, the Treasurer, and the appropriate Administrator. The Association shall inform the Superintendent of the identity of the Grievance Chairperson by October 1 of each year.
- (k) Forms for processing grievances shall be made available through all administrative offices in each building, the office of the superintendent, and through designated officials of the Association.
- (l) No grievance shall be submitted to arbitration without the consent of the Association.
- (m) If the alleged misapplication, violation or misinterpretation occurs at a level above the immediate supervisor, the grievance may be filed beginning at Level Three (3).
- (n) The representatives of the Association shall be notified and permitted to attend any hearings beyond Level One of this procedure which may lead to a resolution of a grievance.

3.2 Procedure

(a) Level One – Informal

Any teacher with an eligible problem shall discuss the same privately with his/her principal before a grievance shall be filed. The problem must be discussed within twenty (20) days after the alleged problem occurs. For the purposes of this article, “principal” shall be defined as the principal in the building or work site where the alleged grievance occurs.

(b) Level Two – Formal

If the informal discussion does not resolve the problem to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with his building principal. If such grievance is not lodged within five (5) days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted, or misapplied and the relief sought. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee and the Grievance Chairperson shall be advised in writing of the time, place and date of such hearing. The principal shall take action on the written grievance within five (5) days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, the Grievance Chairperson, the Superintendent and the Treasurer of the Board.

(c) Level Three – Formal

If the action taken by the principal does not resolve the problem to the satisfaction of the employee, such employee may appeal in writing to the Superintendent within five (5) days from receipt of the written notice of the principal’s action on said problem. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. The aggrieved employee and the Grievance Chairperson shall be advised in writing of the time, place, and date of such hearing. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, five (5) days after conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Principal, the Treasurer of the Board, and the Grievance Chairperson.

(d) Level Four – Formal

If the grievance is not satisfactorily resolved in Level Three, the grievant may, within five (5) days after receipt of the Superintendent’s decision in Level Three, appeal the grievance to the Board. The appeal shall be in writing and shall contain reasons for the appeal and a copy of the Superintendent’s decision at Level Three. The appeal shall be heard at the next regularly scheduled Board meeting and, in any event, within twenty (20) days after receipt of the appeal. The grievant and the Grievance Chairperson shall be notified of the date, time and place of such appeal meeting. The Board shall investigate the grievance, including giving the aggrieved employee a reasonable opportunity to be heard. The Board shall render its decision in writing within five (5) days after holding a hearing on the appeal. A copy of the Board’s decision shall be forwarded to the employee, the Superintendent, and the Association Grievance Chairperson.

(e) Level Five – Formal

If the aggrieved person is not satisfied with the disposition at Level Four, he/she may request that the issue be submitted to arbitration within five (5) days after receipt of the written notice of the action taken by the Board at Level Four. Notice of request for arbitration shall be submitted in writing to the Treasurer.

The matter shall be submitted to an Arbitrator within ten (10) days after the request of either party. The Arbitrator shall be selected from the American Arbitration Association by their voluntary rules and regulations.

The Arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in seeking to effect recommendations for resolving the disagreement. Within thirty (30) days after receiving the matter under dispute, the Arbitrator shall report recommendation for settlement to the representative of the Board, and the representative of the Association. His/her decision shall be binding upon the parties. Cost of the Arbitrator's services shall be shared equally by the Board and the grievant.

ARTICLE IV **SALARY SCHEDULE**

- 4.1 An Education Stipend of two percent (2%) of each employee's 2012-2013 salary but not less than \$100.00 for those employees who are in the Board's employ and contracted for employment for the entire 2012-2013 year shall be paid in the pay in December. If an employee terminates prior to the end of the year, that bonus shall be prorated for the year.

There shall be a reopener for wages only for the second and third years of this agreement.

- 4.2 Upon actual receipt of upfront oil and gas bonus funds of at least \$45,000 (not royalties), an additional two percent (2%) of each employee's 2012-2013 salary shall be paid as an educational stipend to those employees who are in the Board's employ and contracted for the entire 2012-2013 year within 60 days of receipt of said funds. If an employee terminates prior to the end of the year, that bonus shall be prorated.
- 4.3 All Educational Stipends will be paid in a special pay.
- 4.4 When a teacher completes additional training that would qualify the teacher to move to another column of the salary schedule, the salary of the teacher shall be adjusted at the beginning of the next semester upon the presentation of a certified transcript, or proper evidence of course completion, to the Treasurer of the Board of Education.

BRIDGEPORT SCHOOL DISTRICT SALARY INDEX **EFFECTIVE 2012-2015**

YEARS	DEGREE	150 HRS.	MASTERS	M.A.+15	M.A.+30
0	1.000	1.128	1.185	1.233	1.281
1	1.128	1.171	1.233	1.281	1.329
2	1.166	1.214	1.281	1.329	1.377
3	1.204	1.257	1.329	1.377	1.425
4	1.242	1.300	1.377	1.425	1.473
5	1.280	1.343	1.425	1.473	1.521
6	1.318	1.386	1.473	1.521	1.569
7	1.356	1.429	1.521	1.569	1.617
8	1.394	1.472	1.569	1.617	1.665
9	1.432	1.515	1.617	1.665	1.713
10	1.470	1.558	1.665	1.713	1.761
11	1.508	1.601	1.713	1.761	1.809
12	1.546	1.644	1.761	1.809	1.857
13	1.584	1.687	1.809	1.857	1.905
14	1.622	1.730	1.857	1.905	1.953
15	1.622	1.730	1.905	1.953	2.001
16	1.660	1.773	1.953	2.001	2.049
20	1.698	1.816	2.001	2.049	2.097

4.5 **Funding Increase Contingency**

If, during the life of this contract, there is an increase in funding from the State of Ohio to the Bridgeport Exempted Village School District due to a change in funding as mandated by the Supreme Court ruling in the DeRolph case and, if the increase of funds is at least \$400,000 to the General Fund (not earmarked by the State) over the previous year's receipts, then the Association will have the right to reopen the Master Agreement to negotiate salary only. Notice to reopen must be served within 30 days of notification that the district will receive new monies as a result of legislative or administrative action to comply with the DeRolph case.

Negotiations under this special reopener provision shall be in accordance with Article Negotiations Procedure, except that any unresolved disputes shall be submitted to binding arbitration under the voluntary rules of the American Arbitration Association and Articles Grievance Procedure of this Master Agreement.

ARTICLE V
HOSPITALIZATION, MAJOR MEDICAL, DENTAL, PRESCRIPTION,
LIFE INSURANCE, AND OPTICAL

- 5.1 For regularly employed full-time teachers and on a pro-rated basis those teachers regularly employed on less than a full-time basis, but excepting substitute teachers, the following payments shall be made by the Board:
- 5.2 The Board will pay the amounts designated below to supplement the cost of premiums for the following coverages:

**HOSPITALIZATION, MAJOR MEDICAL, DENTAL, PRESCRIPTION, LIFE
INSURANCE, AND OPTICAL:**

	Year 1
FAMILY -	\$1,005.00
SINGLE -	\$ 500.00

- 5.3 (a) Teachers will pay the balance of any premiums due over and above the amount currently paid by the Board of Education.
- (b) The teacher will pay any rate increases that occur during the term of this negotiated agreement for hospitalization, major medical, dental, prescription, life insurance, and optical coverage.
- 5.4 The amounts listed above under hospitalization will be the maximum paid by the Board toward the basic hospitalization plan. Those employees who wish to take part in another medical plan will receive the same Board payment toward that particular plan as listed above.

ARTICLE VI
OTHER INSURANCE BENEFITS

6.1 Dental

The Board of Education shall provide dental insurance (comparable to the 1985-1986 plan – no loss, no gain); in no case shall the Board's total contribution for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts set forth in Item 5.2 above.

6.2 Prescription (Drug)

The Board of Education shall provide prescription drug insurance (\$5/\$10/\$15 deductible); in no case shall the Board's total contribution for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts set forth in Item 5.2 above.

6.3 Life Insurance

The Board of Education shall provide a \$30,000 group term insurance policy for all employees covered by the negotiated agreement Article V and Article VI; in no case shall the Board's total contribution for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts set forth in Item 5.2 above.

6.4 Optical Insurance

The Board shall provide an optical insurance coverage program, such as the Vision Services Plan (C) of the J.W. Didion & Associates, or its equivalent, and shall pay 100% of the premium, single and family; in no case shall the Board's total contribution for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts set forth in Item 5.2 above.

6.5 As a means of controlling insurance costs, an insurance committee consisting of 2 teachers appointed by the BEA president, the Superintendent, or designee, the Treasurer, or designee, will be established on a yearly basis to examine all aspects of the insurance benefit package offered to district employees.

ARTICLE VII
SUPPLEMENTAL CONTRACT PROVISION

7.1 Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

- a. duration of supplemental contract
- b. title of supplemental contract
- c. amount of supplemental compensation or hourly rate by payment section
- d. supplemental job description

7.2 Filling Supplemental Positions

Posting of supplemental positions shall be in accordance with Article XXIII of this contract. When new or existing supplemental vacancies occur within the District, the most qualified applicant as determined by the Superintendent shall be granted the position. Acceptance of a supplemental contract shall be voluntary.

7.3 Compensation for Supplemental Positions

Compensation for supplemental duties shall be as set forth in the schedule attached to this contract, provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap or marital status.

7.4 Non-renewal of Supplemental Contracts

At the end of each school year, every supplemental contract shall expire, and the Board of Education need take no action to non-renew supplemental contracts in the school district. If a teacher is to be hired on a supplemental contract, it will be based upon action taken by the Board of Education in hiring them after the expiration of the supplemental contract.

7.5 The Board shall pay the following supplemental positions according to the following percentage of the base salary:

(a)	Athletic Salaries:	% of base salary
	Football	
	Head	16%
	Assistant	8%
	Jr. High (no summer duties)	6%
	Basketball	
	Head	16%
	Assistant	8%
	9 th	8%
	8 th	5%
	7 th	5%
	Baseball	
	Head	12%
	Assistant	6%
	Wrestling	
	Head	12%
	Assistant	6%
	Track	
	Head	12%
	Assistant	6%
	Golf	
	Head	5%
	Tennis	
	Head	5%
	Volleyball	
	Head	12%
	Assistant	6%
	8 th	5%
	7 th	5%
	Girl's Softball	
	Head	12%
	Assistant	6%
	Physical Fitness Director	6%
	Athletic Director	16%
	Bowling	4%

7.6 Extra Curricular Activities

Co-Directors Student Activities (each)	7%
Cheerleader Advisor:	
High School	12%
Middle School	6%
National Honor Society	3%
Jr. Town Meeting	3%
Yearbook Advisor	6%
Auxiliary Band Coordinator	3%
Spanish Club Advisor	2%
S.A.D.D.	2%
F.H.A.	2%
Career Club	2%
Health Careers Club	2%
Jets	2%
Quiz Bowl	2%
Choir Director	3%

It is the prerogative of the Board to add to or subtract from this schedule the positions listed above. Any additions, however, shall be discussed with the Association before setting the appropriate percentage, and will be negotiated the next contract.

- 7.7 The Board shall provide the Association President with a written list of any current supplemental duty not listed in this agreement by October 1st of the school year. The list shall contain the title of the supplemental duty and the percentage of the base salary being paid for such duty. Any current supplemental duty not listed in this agreement shall be paid at the greater of the current amount or two percent (2%) of the base salary.
- 7.8 The Board shall provide the Association President with a written list of all employees receiving extended service pay. The list shall contain the length of extended service duty for each employee by October 1st of the school year. An employee performing extended service duty shall be paid at the per diem rate of said employee.

**ARTICLE VIII
SEVERANCE PAY**

- 8.1 The Board of Education policy and this agreement regarding Severance Pay is as follows:
- (a) The severance pay policy adopted by the Board on June 2, 1976, will remain intact for those employees with less than 10 years of service.
 - 1. For those employees with less than 10 years of service in the district, severance pay, at retirement, will be calculated at the employee's daily rate of pay at 12 ½% of accumulated sick leave up to a maximum of 15 days.
 - (b) For those employees with 10 or more years of service with the State, a political subdivision or a combination thereof, a payment of one-quarter (1/4) of the value of the employee's accrued, but unused, sick leave with the maximum payment to be the value of sixty-eight (68) for 2005 and sixty-nine (69) for 2006. The employee will also be paid \$5 per day for the remaining 75% of accrued sick days.
 - 1. The employee express his intent to retire on or before his last day of service.
 - 2. The employee be eligible for retirement his last day of service.
 - 3. The employee receive his first check from the retirement system within a period of 120 days from his last date of service.
 - (c) Should an employee die before having the opportunity to participate in this benefit, then payment shall be made to the estate of the decedent within sixty (60) days of the receipt of knowledge of said employee's death.
- 8.2 For new hires after August 1, 2012, maximum accumulation shall be reduced from 300 to 200 for severance purposes with a resulting decrease from 69 to 50 paid severance days.

ARTICLE IX
TUITION REIMBURSEMENT

- 9.1 The Board of Education will pay \$390.00 per quarter hour or \$510.00 per semester hour for graduate credit achieved toward a Master's Degree in Education or Master's plus.
- (a) The total amount payable by the Board for tuition reimbursement and certificate renewal during any fiscal year (July-June) shall not exceed the sum of \$7,500.00. If this sum is not used it shall not accumulate.
 - (b) No employee shall receive more than \$1,500.00 per fiscal year (July-June).
 - (c) Those employees taking approved courses will be reimbursed in July following the year of completion and after all requests have been received by the deadline date of June 20th of the fiscal year. One check will be issued in July for the course work taken, during the fiscal year, provided that authentic records are presented to the Treasurer's office by the June 20th deadline verifying the courses and completion.
 - (d) In the event that the total amount requested exceeds \$7,500.00 the total number of hours completed by all employees shall be divided into the \$7,500.00 and teachers shall receive a pro-rata reimbursement.
 - (e) Upon registration the teacher must notify the Treasurer's office that they are registered and will be seeking tuition reimbursement.

ARTICLE X SICK LEAVE

- 10.1 The first paycheck in September will contain information as to the accumulated sick leave to date through the month of August of that calendar year.
- 10.2 Sick leave shall accumulate at the rate of 1 ¼ days per month and at a maximum of 15 days per year. Each teacher's maximum accumulation shall be 290 days for the 2005-2006 school year, 300 days for the 2006-2007 school year.
- 10.3 Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated/unused sick leave upon verification of such accumulation from the proper public agency, pursuant to Section 3319.141 of the Ohio Revised Code, up to a maximum accumulation authorized pursuant to the above section.
- 10.4 New employees will be granted 5 days of sick leave credit with the effective date of their first contract. After four (4) months of service has elapsed, they will be entitled to receive 1 ¼ days for each additional month of service for a maximum of fifteen (15) days per year, after the first year.
- 10.5 Sick leave credit may be used for absences due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to other employees or the children, and absences due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the teacher. For the purpose of this policy, immediate family means spouse, children, father, mother, sister, brother, in-laws, grandparents, and grandchildren, and, in addition, other relatives who live in the immediate household.
- 10.6 Only one day of sick leave may be used for the death of an aunt, uncle, niece, nephew, or cousin. However, exceptions to (10.6) may be made by the Superintendent of Schools.
- 10.7 SICK LEAVE DONATION PROGRAM
 - (a) The Bridgeport Exempted Village School District Board of Education, the Bridgeport Association of Classified Employees and the Bridgeport Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.
 - (b) To qualify for the Sick Leave Donation Program, an employee must have experienced a personal catastrophic illness or injury or a member of the employee's immediate family must have experienced a catastrophic illness or injury. The employee must have depleted his/her accumulated sick leave, vacation leave and personal leave and used possible advances of sick leave days under this Agreement, and additional days are still needed. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term or reoccurring.

- (c) Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee. The Sick Leave Donation Committee will consist of two (2) Bridgeport Education Association members, two (2) Bridgeport Association of Classified Employees, and two (2) Administrative members. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:
- i. The employee must have experienced a personal catastrophic illness or injury or a member of the employee's immediate family must have experienced a catastrophic illness or injury, as defined in this section that has exhausted or will exhaust the bargaining member's sick leave. If so, the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, and grandchildren.
 - ii. Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendix A) and submit one copy to the Superintendent and one copy to the Association President. An employee can apply to the sick leave bank when an employee has a balance of ten (10) days or less of accumulated sick leave/personal leave/vacation leave.
 - iii. All leave balances must be exhausted before an application would be granted. Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.
 - iv. The total use of the Sick Leave Donation Program shall not exceed the current school year.
 - v. All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.
 - vi. All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendix A)
 - vii. Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. If two (2) of the votes cast is a "no" vote then the application is denied. All voting will be done by secret ballot.
 - viii. An employee may request donations more than once in any school year for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days an employee may use per request shall not exceed fifteen (15) days. Total allotment for the year is up to a maximum of thirty (30) days. After the thirty (30) days have been exhausted, the employee may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
- (d) An employee may apply to the Committee for withdrawal in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.
- (e) Withdrawals shall be in full day units.
- (f) All applications for withdrawals shall be in writing, shall be verified by the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee.

- (g) A doctor's statement is required with the application in order for the application to be considered.
- (h) Employees who have a minimum of forty-five (45) accrued but unused sick leave days at the time the donation request is made, may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix A) to the Committee. Those days contributed will be deducted from the sick leave totals of the donor employees and will not count for purposes of Article VI Section J. Leave Incentive.
- (i) The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.
- (j) Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
- (k) Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.
- (l) No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.
- (m) The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.
- (n) Applications for the Sick Leave Donation Program may be obtained from the Board office.
- (o) Decisions by the Committee are not subject to the Grievance Procedure of this Agreement and shall not be appealable.
- (p) The Committee will meet once per year by October 1st to annually review its guidelines.
- (q) Any district employee is eligible to submit an application to the Sick Leave Donation Committee.

ARTICLE XI
PERSONAL LEAVE

- 11.1 Each employee in the Bridgeport School District will be permitted personal leave not to exceed three (3) days during the school year, without the loss of salary to transact business of a personal nature that cannot be transacted during the normal school day. The employee shall give at least three (3) days notice when possible.
- 11.2 No more than 10% of the certified/licensed staff in each building division (Elementary grades PK-4, Middle School grades 5-8, High School grades 9-12) shall be granted personal leave at the same time. Fractions shall be rounded to the next whole number. Upon approval of the Superintendent, the 10% limitation may be waived. Misuse or abuse of this leave shall be considered as grounds for such disciplinary action as the Board of Education may deem advisable. Teachers who are assigned in multiple building divisions shall be annually designated to one building division roster for the purposes of enforcing the provision.

All leave requests will follow kiosk procedure as set up by the District.

- 11.3 Unused personal leave shall be converted to sick leave.

ARTICLE XII
PROFESSIONAL LEAVE

- 12.1 Certified/licensed staff members may be granted authorization by the Superintendent of Schools to represent the Bridgeport School District at educational meetings and conferences and on State Department of Education Committees with expenses paid by the Board of Education in conformance with Board of Education adopted policies. Request for such leave shall be made at least two (2) weeks prior to the event to the Superintendent of Schools. The request shall include the date(s), purpose and estimated expense of the leave. When approval is granted, the following provisions will be in effect:
- (a) Registration Fee: \$75.00 maximum per person per conference
 - (b) Lodging: Actual cost, maximum of 3 nights, standard single or double accommodations, receipt required.
 - (c) Meals: Only authorized on overnight leave. Actual cost and a maximum of \$22.50 per day, receipts required.
 - (d) Travel: Current IRS rate per mile for personal car. Actual cost if public carrier. Advance approval of type of carrier required, receipt required.

ARTICLE XIII
PARENTAL PREGNANCY LEAVE

- 13.1 A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child-rearing as follows:
- 13.2 A teacher who is pregnant shall be entitled, upon request, to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the employee and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions.
- 13.3 A male teacher will be entitled, upon request, to a leave of absence, without pay, between the time of the birth of his child and one (1) year thereafter.
- 13.4 A teacher adopting a child (i.e. age six (6) years or less) will be entitled, upon request, to a leave of absence to commence at any time during the first year after receiving defacto custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year.
- 13.5 Request for leave under this article shall include the anticipated initial beginning and ending date.
- 13.6 Early termination of such leave may be granted at the discretion of the Superintendent.
- 13.7 Any person on any board-authorized leave of absence shall be entitled to participate in the district's insurance plans, pursuant to COBRA, by paying the amount of the entire premium to the Board's Treasurer once a month. The check(s) must arrive at the Board Treasurer's office by the time designated by the Treasurer.

**ARTICLE XIV
ASSAULT LEAVE**

- 14.1 Assault leave coverage may include any physical encounter with any student (or parent/guardian of student) currently enrolled in the school district during the current school year, irrespective of time or place of occurrence. The assaulted employee shall notify the Superintendent of Schools, or school district office providing as much detail as possible, within forty-eight (48) hours of the time of the assault. Such notification shall be in written form. Incidents occurring in locations other than school property shall require law enforcement involvement immediately to be applicable to the assault leave policy. The number of days absent from work assignment with the employing school district shall be determined by recommendation of a competent licensed medical or dental professional. Verification of recommended absence due to assault is to be submitted to the school administration in written form by the medical/dental authority. Responsibility for securing such verification rests with the assaulted employee.
- 14.2 In the event that there is a question as to the authenticity of reported occurrence and incident of assault, a review of two principals, including the principal of the assaulted employee's building, shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled meeting. The Board shall make final determination as to whether to grant or not to grant assault leave. If the assaulted teacher is not satisfied with the decision of the Board of Education, he/she may take the determination to Level 5 of the grievance procedure.

ARTICLE XV
SABBATICAL LEAVE

- 15.1 Teachers who have been employed by the Board for at least five (5) consecutive years shall be granted leave upon proper application, for not more than one (1) year for the purpose of professional improvement, in accordance with the Ohio Revised Code, Section 3319.131, subject to the following conditions and procedures:
- (a) Not more than three percent (3%) of the professional staff may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
 - (b) The request for leave must be filed with the Superintendent in advance. Application, including an outline of the program for professional improvement, must be submitted by June 1st for consideration of leave for the upcoming school year. If for some reason the initial proposed program is unacceptable, the teacher will be provided with a written statement specifying the reasons why the proposed program is unacceptable and the teacher will be offered a grace period of two weeks (10 school days) to resubmit the program. A statement of achievement must be submitted at the conclusion of the leave.
 - (c) The Board may employ a satisfactory substitute. The teacher, who is on sabbatical leave, shall receive the difference between his/her salary and the substitute teacher pay less any unemployment benefits that the Board is required to pay the substitute through the Ohio Bureau of Employment Services.
 - (d) A staff member, upon return from leave, shall be assured employment either in his/her former position or a comparable one carrying like status and pay. All rights and respect to contract status and other benefits shall be granted to the staff member upon return to employment except sick leave shall not accrue during the time of the sabbatical leave nor shall the teacher receive salary increment.
 - (e) No teacher shall be granted leave more often than once for each five (5) years of service and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

ARTICLE XVI
PAYROLL DEDUCTION

16.1 A payroll deduction policy will be established as follows:

(a) Association dues

1. A signed authorization form for each teacher desiring dues check-off shall be filed with the Treasurer of the Board by the first (1st) Friday of the first (1st) week of school of each school year. Authorization for dues check-off shall be for the entire year and continue in effect until such time as it is revoked by the teacher. Revocation shall take effect at the end of the deduction period.
2. The Association Treasurer and the Board Treasurer shall compare dues deduction data of bargaining unit members and the amounts to be deducted from each member by the first (1st) Friday of the first (1st) week of each school year. If there is a discrepancy, it will be rectified as soon as possible.
3. One monthly check shall be sent to the Association.
4. No additional checks for other Association dues will be issued. No changes in payroll deductions will be permitted after the deadline (1st Friday of 1st student week of school in September), unless a change in family status occurs, or in the situation envisaged in #2 above occurs.

(b) Other deductions

1. Payroll deductions will be permitted for the various insurance and annuity programs currently in effect in the District, as well as political deduction.
2. After the first day of employment, all new teachers shall be normally permitted a period of one (1) week to sign up for payroll deductions, except that new members of the Association shall have a period of 20 days to sign up for Association dues deductions.

ARTICLE XVII
CHECK STUBS AND PAYROLL

- 17.1 The following monthly salary information will be provided each employee at the beginning of each school year:
- (a) Gross salary, Federal Tax, State Tax, Local Tax, retirement, all insurances, Association dues, annuities, sick leave, net pay.
 - (b) The foregoing information will also be provided to all certified/licensed employees should change in the calculation of any of the above occur.
- 17.2 All employees shall be paid by direct electronic deposit commencing with the first paycheck of September. All employees shall be provided electronically with a listing of the itemized deductions, commonly known as a pay stub.

**ARTICLE XVIII
PAY PERIODS**

- 18.1 The Board of Education will pay contractual salaries on the basis of 26 pay periods as per the current contract and procedures in effect. Pay periods will continue every other Friday thereafter.

**ARTICLE XIX
ANNUITY PROGRAMS**

- 19.1 Annuities will be authorized by the Board of Education when:
- (a) The necessary conditions of the annuities fund have been met;
 - (b) At least three (3) employees request the annuity;
 - (c) The number of companies providing annuities does not exceed five (5);
 - (d) One company shall agree to serve as the collection agency for all companies.
- 19.2 Payroll deductions for monthly payments to such annuity programs shall be in equal amounts and deducted from the teacher's pay. Forms to request such payroll deductions shall be provided to teachers by the Treasurer of the Board. Such deductions shall continue from month to month, year to year, until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payment to be discontinued.

ARTICLE XX TEACHER CONTRACTS

20.1 **Limited Teaching Contracts**

All certified/licensed employees such as teachers, who do not qualify for a continuing contract shall be eligible for limited contracts as provided by the Ohio Revised Code.

20.2 Certified/licensed employees shall be eligible for limited teaching contracts in the following order:

1 st Year	Limited contract for one year
2 nd year	Limited contract for one year
3 rd year	Limited contract for two years
5 th year	Limited contract for three years

Every contract thereafter shall be for five (5) years until continuing contract status has been attained. Teachers shall become eligible for multi-year limited contracts through the process of evaluation by the Administration. Upon recommendation by the Superintendent of Schools and approved by the Board, a teacher shall be eligible for multi-year limited contracts in the order described above. The notification of appointment will be issued to employees no later than April 30th. Said contract will be issued by May 30th and will contain the following information:

- (a) Name of employee
- (b) Type of contract (limited, continuing or annual notice of salary)
- (c) School year
- (d) Base salary
- (e) Number of pay periods
- (f) Statement of salary classification

20.3 **Non-Renewal of Limited Teaching Contracts**

- (a) A teacher that has served in the district more than two (2) years shall only be non-renewed for reasonable grounds and fair and honest cause regulated by good faith.

1. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the teacher a written notification that the intent of the Superintendent is to recommend to the Board of Education that the teacher will not be re-employed at the termination date of the limited contract. Reasons for the decision to non-renew need not be stated in the letter, but if the decision is related to the performance of the teacher, the decision must be supportable by evidence contained in the teacher's evaluation file. The evaluation file shall be open for inspection of the teacher and/or his designated representative at all times.
2. All persons holding athletic supplemental contracts will be notified of the termination of their athletic supplemental contracts according to the following timelines: the notification herein however shall be exclusive to these designated contracts and shall in no way affect the provisions of Article VII subsection 7.4:

Football and volleyball coaches:	on or before the first of December
Wrestling, Girls Basketball, Boys Basketball coaches:	on or before the first of April
Baseball, Softball, Girls Track, Boys Track Coaches:	on or before the first of June

ARTICLE XXI PARENT-TEACHER CONFERENCES

- 21.1 The Board of Education will direct the administration to survey the individual buildings to determine the need for parent-teacher conferences, and to further determine whether one or two days will be sufficient to provide adequate time for parent-teacher conferences.

ARTICLE XXII
INVOLUNTARY TRANSFERS AND REASSIGNMENT

- 22.1 A conference shall be held between the professional staff member and the building principal explaining the reasons a transfer of the individual is being considered. If reassignment is deemed necessary, the professional staff member will be given written notice. At the elementary level, once the particular grade assignment is determined for the transfer/reassignment, the transfer/reassignment shall be made on a reverse seniority basis, with the last person hired in the district who is in the affected assignment being subject to the transfer/reassignment. At the secondary level, once the area of assignment to be affected is determined, the transfer shall be made on a reverse seniority basis, with the last person hired in the district being subject to the transfer/reassignment. Professional staff members being transferred as a result of a principal initiated request or administrative initiated request shall be informed by July 5th, and if suitable openings exist, the professional staff member shall be reassigned. Professional staff members subject to involuntary transfer shall be offered a choice of available assignments for which they are certified/licensed at the time any transfer is being considered.
- (a) A transfer shall be defined as a move from one building to another building.
 - (b) A reassignment shall be defined as a move from one subject area or grade level within the same building.
 - (c) A vacancy shall be defined as any position left unfilled as a result of transfer, nonrenewal, resignation, retirement, termination or death, or any newly-created or partially modified position.
- 22.2 Should the Board deem it necessary to involuntarily transfer a bargaining unit member, the following procedures shall apply:
- (a) The Board will make every reasonable attempt to avoid involuntary transfer.
 - (b) No bargaining unit member shall be involuntarily transferred if other eligible bargaining unit members will voluntarily transfer.
 - (c) Any bargaining unit member subject to involuntary transfer will receive ten (10) days prior notice in writing giving reasons for the proposed involuntary transfer. Upon request, such bargaining unit member shall be granted a hearing with the Superintendent before the transfer is completed.
 - (d) No employee shall be transferred or reassigned for arbitrary, capricious, or disciplinary reasons.

ARTICLE XXIII
VOLUNTARY TRANSFERS AND ASSIGNMENTS

- 23.1 Request for transfer will be considered by appropriate administrative staff including the Superintendent or his/her designee, the principal of the building to which the teacher is currently assigned and the principal of the building to which the transfer has been requested.
- 23.2 A teacher requesting a transfer shall be given the opportunity to discuss the request with the involved building principals, supervisors, coordinators, and where appropriate, the Superintendent.
- 23.3 July 1 will be the normal cut-off date for voluntary transfers. However, if the principals involved can make satisfactory arrangements and if the teacher still desires the transfer, the transfer may be made after that date.
- 23.4 When new or existing vacancies occur within the district, qualified staff members, from within the system and all interested applicants shall be granted the vacancies before outside applicants. Vacancies are defined in Article XXII.
- 23.5 All vacancies (instructional and supplemental) that occur, shall be posted for a seven (7) working day period in the main office of each building. During summer months, all certified staff shall be notified of postings via school email. The announcement shall include a job description, list of qualifications, and the final date of application.
- 23.6 The final decisions relative to transfers shall rest with the Superintendent of Schools. If a request for transfer is denied, the Superintendent, if asked by the teacher, will give reasons for the denial.

**ARTICLE XXIV
CLASS SIZE**

- 24.1 The Board is aware that class size has a bearing upon effective teaching. It, therefore, directs the Superintendent to work with the building principals in establishing a reasonable and equitable class enrollment for each teacher. The Board also understands that achieving the goal is dependent upon the financial ability of the district and the available space in the district for classrooms. In determining the size of various classes, the administration will consider the following factors:
- (a) The type of load which will help the teacher be most effective with the children in the class.
 - (b) The experience of the teacher and his/her familiarity with the policies and programs of the school district.
 - (c) Required preparation and correction time for a particular class. All efforts will be made to keep the enrollment in the primary grades as low as possible in order to establish a strong foundation for these youngsters.

**ARTICLE XXV
SCHOOL CALENDAR**

- 25.1 The school calendar shall consist of 184 days. A teachers' committee composed of four (4) certified/licensed employees, selected by the Association and composed of one (1) representative from the High School, one (1) from the Middle School, one (1) from the Intermediate School, and one (1) from the Primary School, shall meet with the Superintendent of Schools in the month of November or December each year for the purpose of having a free exchange of ideas relative to the composition of the school calendar for the ensuing year.
- 25.2 If the committee and the Superintendent fail to agree on a calendar, each shall submit a proposed calendar to the Board, which maintains final authority in setting the school calendar.

**ARTICLE XXVI
WORK DAY/WORK YEAR**

26.1 Work Day

The work day for members of the bargaining unit will be 7 hours and 10 minutes (inclusive of lunch and planning periods). Starting and dismissal time for bargaining unit members to be determined by the administration and the Board of Education, except that starting and dismissal times in each building may be determined by majority vote of the Association members in that building, providing that such times do not conflict with the scheduled board hours.

26.2 Each bargaining unit member shall have ½ hour duty-free lunch during the student school day.

26.3 High school teachers shall normally have one planning period daily, the length of which must be equal to the shortest class period.

26.4 Work Year

The work year for bargaining unit members shall be 184 days. Bargaining unit members are to be excused from duty, at no reduction in pay, when schools in the district are closed due to calamity. Make up days will be determined by the Board of Education for those days above and beyond the allowable calamity days under state law and will be made up with no increase in pay. The bargaining unit member will be required to work the 184 days less any calamity days approved by the State.

ARTICLE XXVII
CURRICULUM STUDIES COMMITTEE AND CREDIT FLEXIBILITY COMMITTEE

- 27.1 Organization, structure, function and membership on a curriculum study committee shall be determined by the needs and nature of the study.
- 27.2 If necessary, and there has been prior approval by the Board of Education or their designee, certified/licensed personnel may be granted release time for the purpose of working on curriculum projects approved by the Board of Education.
- 27.3 All certified/licensed staff with at least two (2) years in the Bridgeport Exempted Village School District shall be given the opportunity to volunteer to serve on curriculum studies.
- 27.4 If the Board of Education determines that funds are available, any curriculum study done beyond the regular school day will be paid at the rate of \$8.00 per hour.
- 27.5 No bargaining unit member shall be required to serve on the curriculum committee.

Credit Flexibility Committee

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the District in accordance with the State Board of Education's credit flexibility plan:

- 27.6 A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall consist of the subject matter teacher(s) (one of whom includes the teacher of record), a guidance counselor, an additional teacher to be named by the Association President, and a high school principal.
- 27.7 No teacher shall be required to serve as a teacher of record.
- 27.8 The teacher of record will be paid at VLA rate that exists at the time of the assignment (including ½ and full credit) for each Student Flexible Credit Plan s/he accepts. The teacher of record will receive such payment at final course completion whether or not the student earns credit for the course.

ARTICLE XXVIII
JURY DUTY AND COURT SERVICE

- 28.1 When a teacher is called for jury service or is subpoenaed to serve as a witness in a court action, he/she shall give his immediate supervisor proper notice and the Board shall reimburse the teacher for the difference between his/her regular pay and the amount he/she receives for court service. It is the responsibility of the teacher to collect for his/her court services.

**ARTICLE XXIX
REDUCTION IN FORCE**

- 29.1 The Board of Education may implement a reduction of staff for any reason(s) authorized by Section 3319.17 of the Ohio Revised Code. In doing so, the Board shall make a reasonable reduction by suspending contracts of teachers in accordance with the provisions of this procedure. The new RIF statutory amendments take precedence over anything in this article.
- 29.2 (a) **Attrition and Suspension**
1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for employees who die, retire or resign.
 2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment.
- 29.3 (b) **Procedure for Reduction**
1. The effective date of any layoffs shall begin on the first work day of the next school year, unless the reason is for return to duty of a regular teacher after a leave of absence.
 2. A seniority list of all teachers in each area of this certification shall be developed annually by the Administration according to the seniority provisions set forth below. A copy of the list(s) will be sent to the President of the Association by January 15th of each year. Members of the bargaining unit shall have fifteen (15) work days to notify the administration in writing of any inaccuracies contained on the list. Thereafter, the list shall be considered as accurate until the next annual publication.
 3. At least ten (10) work days, preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a layoff.
- 29.4 (c) **Seniority and Certification**
1. Certification/Licensure, continuing contract status, and system-wide seniority shall be the exclusive criteria of any layoff.
 2. Seniority shall be determined by the length of continuous service in the Bridgeport Exempted Village School District.
 - a. The suspension of contracts shall be on a last employed-first to be suspended by teaching field basis and shall occur to non-tenured teachers first.
 - b. Should it become necessary to suspend the contract of any tenured teacher pursuant to this policy, such suspension shall be made from tenured teachers on a last employed-first suspended by teaching field basis
 3. Length of continued service shall not be interrupted or affected by Board authorized leaves of absences.

4. 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:
 - a. The teacher who bumps must be properly certified/licensed in teaching area which he/she intends to bump into.
 - b. The teacher who bumps must bump the least senior teacher in the teaching area which he/she intends to bump into.
 - c. Bumping rights must be exercised before the start of the next semester.

29.5 (d) **Procedure for Recall**

1. All teachers whose contracts are suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are or become certified/licensed to teach.
2. Teachers on the recall list shall be offered re-employment to full-time positions as they become available for which they are certified/licensed in the reverse order of layoff, last laid off, first re-employed.
3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled teacher shall be calculated as if service were not interrupted.
5. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such positions. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district. The position will then be made available to the next eligible teacher on the reduction in force list.
6. No teachers new to the district shall be employed until all properly certified/licensed teachers on the reduction in force list have been offered a contract for the position in accordance with the provisions of this procedure.
7. Teachers remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment as a substitute or part-time teacher shall not disqualify that teacher from placement or continued placement on the reduction in force list for full-time employment.
8. The recall list shall be maintained for a period of four (4) years. Thereafter, an employee on layoff shall lose his/her right to recall.

ARTICLE XXX
SUBSTITUTES

- 30.1 The Board shall continue to make every effort to employ properly certified/licensed instructional staff members to fill in during the absence of any staff member.
- 30.2 In the event that regular or special teachers (i.e. classroom, physical education, music and art) are absent, the administration will attempt to secure a substitute teacher.
- 30.3 In the event that it is impossible to secure a substitute for any teacher (as outlined in paragraph 30.2 above), bargaining unit members on a volunteer basis shall be asked to cover the classes of absent colleagues. The rate of compensation shall be \$10.50 per class period.

ARTICLE XXXI
NON-TEACHING DUTIES

- 31.1 Teachers shall not be required to perform the duties of cafeteria employees as, for example: food preparation, food serving, utensil processing or cafeteria clean-up.
- 31.2 Teachers shall not be required to perform the duties of custodial employees as, for example: maintenance, washing, painting and cleaning.
- 31.3 General Fund teacher aides in elementary buildings should be used to handle lunch-room, playground and bus loading duties.
- 31.4 The building principal will work with teachers in his or her building to develop general job descriptions for general fund aides. Following the determination of assignment and general job description of an educational aide and subject to supervision by the teacher's immediate administrative officer, a teacher to whom an educational aide is assigned shall make a determination of duties to be assigned to such aide.
- 31.5 It shall not be necessary for certified/licensed employees to be present in areas being supervised by general fund teacher aides. In the event that such aides are not present for any reason, teachers shall be assigned such duties.

ARTICLE XXXII
COMPLAINTS AGAINST AN INSTRUCTIONAL STAFF MEMBER

- 32.1 The administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in the main personnel file of a certified/licensed member unless:
- (a) A conference was held including the complainant, the certified/licensed staff member and the principal or immediate supervisor of the certified/licensed staff member.
 - (b) The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or immediate supervisor and initialed by the certified/licensed staff member.
 - (c) In the event a record of the conference held between the complainant, staff member and immediate supervisor is filed in the staff member's personnel file, the certified/licensed staff member shall be notified in writing and shall be given an opportunity to write a rebuttal to such record for placement in the personnel file.
 - (d) No complaint shall be heard by the Board of Education until the above procedures have been followed. If a complaint is lodged with the Board about a teacher, the complaint will be heard in executive session. If the complainant appears without notice at a Board meeting, the complainant shall be heard in executive session and later the Board shall schedule a new meeting in order to give the teacher an opportunity to be present and heard.

ARTICLE XXXIII
PROHIBITION AGAINST PUBLIC CRITICISM

- 33.1 Any criticism of an employee by a Supervisor, Administrator, Board Member or other agent of the District shall be made in confidence and never in the presence of pupils, parents of pupils, other employees or at public gatherings. All criticism shall be confidential.
- 33.2 Any criticism of a Board Member, Superintendent Supervisor, Administrator, or other agent of the District shall be made in confidence and never in the presence of pupils, parents of pupils, other employees or at public gatherings. All criticism shall be confidential.

**ARTICLE XXXIV
ASSOCIATION AND EMPLOYEE RIGHTS**

34.1 The Association shall have the exclusive rights listed in this Article.

34.2 (a) **Information Concerning Board Meetings**

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular and/or any special meeting within the previous thirty (30) days; and (3) final budget and appropriation resolution.

(b) **Notice of Board Meeting**

The Board shall give the Association at least 48 hours notice of all regular and 24 hours notice of any special Board meetings.

(c) **Board Meeting Participants**

The Board shall allow an Association representative a reasonable period of time, not to exceed thirty (30) minutes, to speak during the time reserved for public discussion at regular Board meetings.

(d) **Financial Information**

The Association president or his designee shall receive the following financial information, when completed, within ten (10) days of the request for said information:

1. Official Certificates and Amended Official Certificates;
2. Annual Appropriation Measure (complete);
3. Year-End Financial Report-Expenditures and Receipts (complete);
4. Budget;
5. Latest monthly financial report (complete);
6. SF 12, SM 1, SM 2 (State Forms);
7. Training and Experience Grid.

(e) **Directory Information**

As soon as completed, the Board shall provide to the Association a list of the names, addresses, telephone numbers, and building assignments for all bargaining unit employees.

(f) **Intra-District Mail**

The Association has the right to use any intra-district mail service that may exist in the district.

(g) **Use of Bulletin Boards**

The Association may use designated space on the bulletin board in the teachers' lounge for Association-related communications and notices.

(h) **Teacher Orientation**

The Board shall permit an Association representative to address new teachers at the close of the regular business session.

(i) **Use of School Buildings**

1. The Association may use school buildings for Association meetings after the teacher work day.
2. The Association shall give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provision may be made for appropriate custodial and security services. The Association shall schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

(j) **Use of School Equipment**

1. The Association may use school telephones, typewriters, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity.
2. The Association will provide all supplies and extra equipment costs, and shall promptly pay for all long distance calls and any tax attributable to the Association's long distance calls.
3. The Association will assume financial responsibility for any loss or damage to school equipment which is caused by Association use.

(k) **Transaction of Association Business**

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with planning periods, scheduled student-teacher, parent-teacher or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours to sign in before transacting such business.

(l) **Release Time for Association President**

In addition, duly elected or designated representatives of the Association will be released from duty without loss of pay to attend official meetings of the National and Ohio Education Association. Such released days will be limited to a cumulative total of four (4) days in any school year. Other than the cost of a substitute, the Board will not pay for any expenses.

(m) **Right to Fair Share Fee**

1. **Payroll Deduction of Fair Share Fee**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Bridgeport Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member 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.

2. **Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee, which shall be 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 30 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.

3. **Schedule of Fair Share Deductions**

a. **All Fair Share Fee Payors**

Payroll deduction on such fair share fee shall commence on the first pay date which occurs on or after January 15 annually. In the case of bargaining unit employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (1) 60 days in a bargaining unit position (which shall be the required probationary period).
- (2) January 15.

b. **Upon Termination of Membership During the Membership Year**

The Treasurer 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 deductions. The deductions of said amounts shall commence on the first pay date occurring on or after 45 days from the termination of membership.

4. **Transmittal of Deductions**

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

5. **Procedure of Rebate**

The Association represents to the Board that an internal rebate procedure 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 Constitution of the United States and the State of Ohio.

6. **Entitlement to Rebate**

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

7. **Indemnification of Employer**

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost 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 non-member 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 affiliate 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;
- 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.

34.3 (a) **Personnel Files**

1. The Board shall maintain an official personnel file for each teacher in the administrative center. From the date hereof, all items in the file shall show the date of filing. All documents in the file shall be signed or identified as to source.
2. Each teacher has the right to examine his/her file upon request. The teacher may be accompanied by a representative. The teacher has the right to attach written documents to any item in the file.

3. The file shall not be removed from the administrative center by the teacher.
(Copies may be obtained at the employee's cost.)
4. Personnel files shall contain the following:
 - a. Application for employment including references;
 - b. Copy of the latest contract and/or salary notice;
 - c. Teaching certificate (copy);
 - d. Official transcript of college credits;
 - e. Record of military service;
 - f. Evaluation forms;
 - g. Letters of reprimand/commendation.
5.
 - a. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher.
He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy. Upon the teacher's request, written reprimands and/or critical letters or those of a disciplinary nature will be removed from the teacher's personnel file providing that five (5) years have elapsed after the effective date of the document and providing that there are no intervening reprimands or disciplinary letters during the five (5) year period.
 - b. Anonymous letters or material shall not be placed in the teacher's file nor shall they be made a matter of record.
 - c. Material shall be removed from a teacher's personnel file when he/she claims that it is inaccurate or unfair as proven by the grievance procedure.
 - d. Access to the personnel file of an employee should be limited as provided by law and to the employee and his/her representative, any administrator, or the Board of Education in executive session.

**ARTICLE XXXV
TEACHER EVALUATION**

- 35.1 The evaluation of a teacher's professional performance is the responsibility of the administration; however, the individual teachers within the district should have the desire to improve their professional performance, and their formal training and experience provide them with a basis for such improvement upon evaluation.
- 35.2 The professional performance of each teacher in the district shall be evaluated. The major purpose of such evaluation shall be the improvement of professional performance of teachers in the Bridgeport Exempted Village School District. A teacher who is declared to be deficient shall be given a copy of the evaluative instrument containing a list of such deficiencies and be given an opportunity to correct the deficiencies. The administration shall give definite positive assistance to the teacher to the degree that time and resources permit.
- 35.3 The evaluation of professional performance shall encompass classroom observation and day to day performance. All formal evaluations of professional performance shall be conducted openly and with full knowledge of the teacher concerned. A formal evaluation is defined as a classroom observation of at least thirty (30) minutes, followed by an evaluation conference with a completed evaluation form normally within five (5) working days.
- 35.4 Tenured teachers shall receive a minimum of one (1) formal evaluation per year. Teachers under limited contract, whose contract expires at the end of the current school year, shall receive a minimum of two (2) formal evaluations per year, one (1) per semester. The first evaluation of those teachers up for contract shall be prior to December 15th, the second evaluation shall be held prior to March 15th. An evaluation conference with a completed evaluation form will normally be conducted within five (5) working days.
- 35.5 All classroom teachers shall be thoroughly advised as to the evaluation procedures and instruments used for evaluation.
- 35.6 When performance regarding such items as classroom discipline, promptness, numerous unexcused absences, and the like is reduced to writing by the evaluator, a copy of the evaluation shall be given to the teacher and specific recommendations shall be made by the evaluator regarding needed improvements.
- 35.7 The teacher concerned shall sign the copy of the observation to signify that it was discussed with him/her, but the signature does not signify that the teacher concerned either agrees or disagrees with the findings.
- 35.8 The teacher evaluated shall have the opportunity to add rebuttal to any adverse evaluations and have said rebuttal attached to the formal evaluation. Upon request, teachers may be granted additional observations and evaluations at the sole discretion of the Superintendent.
- 35.9 Only persons under contract with the Board pursuant to Section 3319.01 or 3319.02 of the Revised Code and who hold at least one of the certificates named in division (E), (F), (H), (J), or (L) of Section 3319.22 of the Revised Code shall have the right to conduct evaluations.

35.10 All evaluation criteria will be uniformly applied within the district.

35.11 Evaluations shall be administered in accordance with the attached evaluation form. The Board will invite input from the Association in the development of any new evaluation form that may be evolved by the Board. (See Appendix B)

35.12 Evaluation Committee

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certified employees in the Bridgeport Exempted Village Schools.

1. Composition

- a. The Committee shall be comprised of four (4) Association members appointed by the Association President, and four (4) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall serve staggered terms of not more than three (3) years.
- c. Committee members shall be representative of elementary, secondary and specialty areas within the district.

2. Operational Procedures

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
- c. The committee will establish, by mutual agreement, a meeting calendar and timeline for work completion.
- d. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- e. *All decisions of the committee will be achieved by consensus.
- f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- g. At each committee meeting, the group will select an individual to act as the official recording scribe for that meeting.
- h. Members of the committee will receive release time for committee work and training.
- i. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within ten (10) days following meetings of the Committee.
- j. The Committee may establish sub-committees to assist with their work.
- k. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- l. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to: educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.
- m. By July 1, 2013 the Committee shall recommend an evaluation model to the Board and the Association.
- n. If the Board does not approve the model recommended by the committee, then it must go back to the committee for revision.

3. Compensation

- a. Any committee work required outside of the workday will be paid at \$20.00 per hour.

4. Secretarial Support

- a. The district will provide secretarial support and assistance to the committee. Duties may include note taking, copying, notification, communications and other duties as needed.

35.13 Absenteeism shall be taken into consideration in a performance evaluation.

**ARTICLE XXXVI
BOARD PICK UP STRS**

- 36.1 State Teachers Retirement System Board (hereafter STRS) "Pick Up" shall be implemented and effective with execution of this agreement. The change in procedure will be at no cost to the Board and is solely for the purpose of reducing current Federal Withholding Tax for certified/licensed employees. This procedure will remain in effect as long as the Internal Revenue Ruling #77-462 and the rules and regulations of the STRS remain substantially unchanged.
- 36.2 Teachers are individually responsible for reviewing the relationship between this Article and any other tax deferral arrangements they may have.
- 36.3 The following guidelines must be met for implementation of the employer "pick up" of teacher contributions:
- a. The employer elects to pick up the required employee contribution in accordance with the Internal Revenue Ruling #77-462 which is supported by Attorney General Opinion #78-049 and #82-097.
 - b. The "pick up" must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not an individual member's option.
 - c. All of the certificated/licensed employees must be included for "pick up" purposes.
 - d. Earnable compensation for "pick up" purposes includes overtime or supplemental earnings. The amount picked up by the employer on behalf of the teacher does not discharge, relieve or reduce the employer contributions required by Section 3309.49 of the Revised Code.
 - e. The amount picked up by the employer is applied toward teacher contributions under Section 3307.53 of the Revised Code. All statutory and regulatory requirements applicable to Section 3307.53 Ohio Revised Code must also apply to the "pick up." The Board agrees to account for the amount of the "pick up" but otherwise assumes no further liability.
- 36.4 The Board may refuse to accept "pick ups" if so directed by the Internal Revenue Service and the STRS if guidelines based upon the changing status of laws are not followed or if the qualified plan status of the STRS is placed in jeopardy. Should for any reason the current taxation or deferred taxation "pick up" plan be determined null and void by either the Internal Revenue Service or the STRS, the Board assumes no liability for any back taxes, interest or penalties that may be applied by the Internal Revenue Service or the STRS. This will be solely the responsibility of each individual member.

- 36.5 In the event that Medicare is made mandatory by law for all members of the bargaining unit, this will immediately be negotiated.

**ARTICLE XXXVII
LABOR/MANAGEMENT COMMITTEE**

- 37.1 A Labor/Management Committee will be established each school year consisting of 3 teachers, the BEA President, the Superintendent, Treasurer, and 2 Board of Education members.
- 37.2 The purpose of the Labor/Management Committee will be to identify, discuss, and establish possible remedies for past, present, and potential district labor relation and educational program problems.
- 37.3 The Labor/Management Committee will meet monthly during the school year and as needed during the summer months.
- 37.4 The Superintendent will schedule the meetings.

ARTICLE XXXVIII
RESIDENT EDUCATOR PROGRAM/MASTER TEACHER COMMITTEE

I. RESIDENT EDUCATOR PROGRAM

A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving *their* skills and knowledge *and* student achievement. The Resident Educator License will be issued beginning in 2011. The Resident Educator Program will be a Program administered by the Bridgeport School District.

This program shall not replace the negotiated employee evaluation program.

B. Definitions

1. Resident Educator Program

The four (4) year program created by HB1 is designed to provide newly licensed Ohio educators with quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

4. Formative Assessment

Formative assessment – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors/Resident Educator

1. Selection of Mentors

- a. Association President will provide recommendations for the selection and assignment of mentors to the Superintendent.
- b. A minimum of three (3) mentors will then be selected by the Superintendent.

2. Qualifications/Roles

- a. The Mentor Teacher must have Continuing Contract status and have a minimum of two (2) consecutive years of teaching experience in the District.
- b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
- c. The Mentor Teacher must hold a valid teaching certificate/license.
- d. The mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- e. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the resident educator.
- f. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

3. Training

Mentor Teachers shall be provided with the following:

- a. An orientation to mentoring responsibilities;
- b. State required mentor training.

4. Responsibilities

- a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.

D. Restrictions

- 1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.
- 2. Each mentor shall be responsible for no more than two (2) Resident Educators per year.
- 3. The Resident Educator is not required to complete an IPDP nor to utilize the LPDC process.

E.

Protections

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. In the event that the District does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
4. Mentor Teachers shall not participate in the evaluation of any Resident Educator.
5. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
6. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.
7. All interaction, written or oral, between the Master Teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Consulting Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
8. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
9. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
10. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
11. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

ARTICLE XLII
MISCELLANEOUS CONTRACT PROVISIONS

42.1 DOCKED PAY

Association members to be docked for four (4) days, on the December 16, 2005 pay period, in addition to those days already docked.

42.2 THREE MAKE UP DAYS

Two make up days shall be made up as scheduled by superintendent. Personal days cannot be used for same. Two (2) evening parent teacher conferences to be scheduled by superintendent.

42.3 RETROACTIVITY

Retroactive to first pay period of the year. No retroactivity for increase of insurance caps.

42.4 NEW BUILDING TRANSITION

If during the terms of this agreement the school construction for the new building is completed, no teacher shall be terminated, non-renewed, or reduced in force due to or directly related to the migration of the staff from the current four (4) school buildings into the newly constructed building.

However, it is further agreed that should the migration of staff into the new building occur after the start of a school year, then this clause shall apply only until the end of that school year.

42.5 SALARY ADJUSTMENT

FIRST YEAR:

If the total of the five year forecast revenue line items 1.01 through and including 1.050 for school year 2005-2006 ultimately turns out to actually exceed the sum of Six Million One Hundred Twenty Six Thousand, Two Hundred Fifty Three and No/100 Dollars (\$6,126,253.00), 70% of said excess shall be divided equally among the full-time association teachers who have served for the entire 2005-2006 school year, to be paid with the first paycheck in August 2006.

SECOND YEAR:

If the total of the five year forecast revenue line items 1.01 through and including 1.050 for school year 2006-2007 ultimately turns out to actually exceed the sum of Six Million Three Hundred Seventy Eight Thousand Six Hundred Thirty Three and No/100 Dollars (\$6,378,633.00), 70% of said excess shall be divided equally among the full-time association teachers who have served for the entire 2006-2007 school year, to be paid with the first paycheck in August 2007.

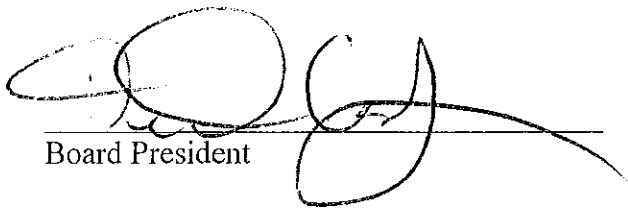
42.6 Employees shall dress professionally.

**ARTICLE XLIII
CONSOLIDATION/MERGER**

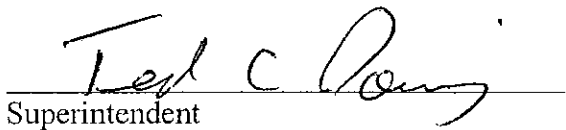
Should the Board become involved in discussions with other Board(s) of Education or outside agencies regarding consolidation/merger, a committee composed of Bridgeport Association of Classified Employees (BACE) officers or their designees, Bridgeport Education Association (BEA) officers or their designees, the superintendent or his/her designee, the treasurer or his/her designee and one (1) board member shall be created to review proposed consolidation/merger and make recommendations regarding the proposed consolidation/merger to the Board and/or appropriate authority.

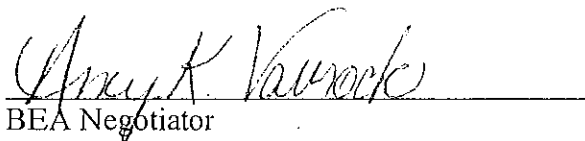
**ARTICLE XLIV
TERMS OF AGREEMENT**

The terms of this agreement shall be effective July 1, 2012 through June 30, 2015.


Board President


BEA President


Superintendent


BEA Negotiator


Treasurer

NEA Negotiator

MEMORANDUM OF AGREEMENT
NO REPRISAL CLAUSE

This agreement is made by and between the Bridgeport Education Association (hereinafter "BEA" or "Union") and the Bridgeport Exempted Village Board of Education (hereinafter "Board") collectively, hereinafter "parties" for the purpose of resolving concerns that have emerged or may emerge as a result of activities related to the negotiations of the successor 2005 Agreement.

Upon execution of this Agreement:

The parties shall withdraw any and all claims, counterclaims, grievances, unfair labor practice charges and any other legal claims made against the other as a result of actions related to the negotiations of the successor 2005 Agreement between the parties.

There shall be no reprisals of any kind against any student, parent, community member, the BEA or bargaining unit members by the Board of Education or Administration or the BEA or its members because of support for or participation in activities precedent to ratification of the successor 2005 Agreement or because any teacher has crossed the picket line.

There shall be no reprisals by the BEA, its members, or bargaining unit members against the Board, Board members, Administration, students, teachers, parents, or community members who worked and/or supported the efforts of the Board precedent to the ratification of the successor 2005 Agreement.

There shall be no sanctions by the BEA, OEA or others against any teacher who has crossed the picket line and all notifications to this effect are hereby withdrawn.

All provisions shall be equally applicable to classified employees.

This agreement represents the entire agreement of the parties as to the matters above set forth and shall not establish a practice or precedent for any future successor negotiations between the parties. Any alleged violation of this agreement shall be resolved through the grievance and arbitration procedure as specified in Article II Grievance Procedures of the parties 2005 Negotiations Agreement. This memorandum of agreement shall expire on June 30, 2006.

It is so agreed:

For the BEA *Roger Brophy*

Date 10-01-12

For the Board *Chris Patti*

Date 10/1/12

MEMORANDUM OF UNDERSTANDING
between
BRIDGEPORT EDUCATION ASSOCIATION
and the
BRIDGEPORT SCHOOL DISTRICT BOARD OF EDUCATION

Reduction in Force

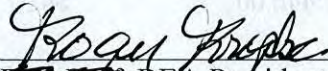
In making any such reduction, any city, exempted village, joint vocational school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching filed affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

For reduction in force and recall purposes – all evaluations are considered comparable until a new evaluation model is in place and functioning then a new comparable definition would be defined and mutually agreed upon.

This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is a binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.

This Agreement expires June 30, 2014.

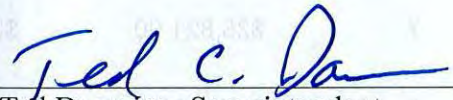


~~BEA President~~, BEA President

Roger Kropka

10-01-12

Date



Ted Downing, Superintendent

10-1-12

Date

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE

EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015

BASE: \$26,417.00

YEARS	DEGREE	150 HOURS	MASTERS	MA + 15	MA + 30
0	\$26,417.00	\$29,798.00	\$31,304.00	\$32,572.00	\$33,840.00
1	\$29,798.00	\$30,934.00	\$32,572.00	\$33,840.00	\$35,108.00
2	\$30,802.00	\$32,070.00	\$33,840.00	\$35,108.00	\$36,376.00
3	\$31,806.00	\$33,206.00	\$35,108.00	\$36,376.00	\$37,644.00
4	\$32,810.00	\$34,342.00	\$36,376.00	\$37,644.00	\$38,912.00
5	\$33,814.00	\$35,478.00	\$37,644.00	\$38,912.00	\$40,180.00
6	\$34,818.00	\$36,614.00	\$38,912.00	\$40,180.00	\$41,448.00
7	\$35,821.00	\$37,750.00	\$40,180.00	\$41,448.00	\$42,716.00
8	\$36,825.00	\$38,886.00	\$41,448.00	\$42,716.00	\$43,984.00
9	\$37,829.00	\$40,022.00	\$42,716.00	\$43,984.00	\$45,252.00
10	\$38,833.00	\$41,158.00	\$43,984.00	\$45,252.00	\$46,520.00
11	\$39,837.00	\$42,294.00	\$45,252.00	\$46,520.00	\$47,788.00
12	\$40,841.00	\$43,430.00	\$46,520.00	\$47,788.00	\$49,056.00
13	\$41,845.00	\$44,565.00	\$47,788.00	\$49,056.00	\$50,324.00
14	\$42,848.00	\$45,701.00	\$49,056.00	\$50,324.00	\$51,592.00
15	\$42,848.00	\$45,701.00	\$50,324.00	\$51,592.00	\$52,860.00
16	\$43,852.00	\$46,837.00	\$51,592.00	\$52,860.00	\$54,128.00
20	\$44,856.00	\$47,973.00	\$52,860.00	\$54,128.00	\$55,396.00

APPENDIX A

REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.

The reason I am requesting a sick leave donation is:

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date _____

Name of person making request
(Name may be withheld on donation request form upon
request of person making request for Sick Leave Donation
Program)

I DO _____ I DO NOT _____ request that my name be
withheld

Date _____ Approved by Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

I have read the Request for Sick Leave Donation Program and agree to donate _____ days

For the Sick Leave Donation Program to _____.

Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days accumulated sick leave.

Date: _____

Name of Employee making donation: _____

Signature

This form should be returned to the Sick Leave Donation Committee via the Treasurer's Office.

APPENDIX B

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT TEACHER EVALUATION (83)

NAME _____ SCHOOL _____ ASSIGNMENT _____

DATE _____ NUMBER OF DAYS ABSENT _____ NUMBER OF DAYS TARDY _____

KEY: Effective; Needs Improvement; Unsatisfactory

KEY		KEY	
1. PERSONAL CHARACTERISTICS		3. TEACHER/STAFF RELATIONSHIPS	
a. Initiative		a. Loyalty to school program	
b. Enthusiasm		b. Willingness to work with others	
c. Tact		c. Promptness	
d. Friendliness		d. Accuracy	
e. Flexibility		e. Adherence to channels	
f. Open mindedness		4. CLASSROOM CONTROL/MANAGEMENT	
g. Use of grammar		a. Attendance to routine duties	
h. Professional Code of Ethics		b. Class control	
2. INSTRUCTIONAL & GUIDANCE		c. Provision for individual needs	
a. Provision for individual diff.		d. Ability to handle problems	
b. Teaching techniques		e. Concern for health & safety	
c. Use of teaching aids		f. Supervision outside classroom	
d. Student activities		g. Classroom appearance	
e. Organization & preparation		4. GENERAL SCHOOL SERVICES	
f. Continuity of work		a. Performance of non-class assignments	
g. Competency in subject matter		b. Contribution to committee work & faculty meetings	
h. Understanding of age group		c. Contribution to co-curricular activities	
i. Continuance of study in field		d. Contribution to parent/teacher activities	
j. Utilization of community services			
k. Sparks creativity in all students			

COMMENTS: _____

I have reviewed this evaluation with my principal. Evaluator: _____

Signature of teacher: _____ Date: _____

COMMENTS: _____

MEMORANDUM OF UNDERSTANDING AGREEMENT

WHEREAS the Bridgeport Exempted Village School District Board of Education (hereinafter the "Board") and the Bridgeport Education Association (hereinafter the "Association") have agreed to the necessity to change the Master Agreement related to Resident Educator Program at the School District; and

WHEREAS the Association and the Board desire to resolve all issues related to Resident Educator Program without further expenditure of time and resources.

NOW, THEREFORE, the Association and the Board, agree to a Memorandum of Understanding modifying Article XXXVIII Resident Educator Program/Master Teacher Committee specifically Section D (2) Restrictions and Section F (2) Compensation as follows:

ARTICLE XXXVIII

RESIDENT EDUCATOR PROGRAM/MASTER TEACHER COMMITTEE

I. RESIDENT EDUCATOR PROGRAM

D. Restrictions

2. Each mentor shall be responsible for no more than two (2) Resident Educators per year **unless mutually agreed upon by the mentor and administration.**

F. Compensation

2. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend **in the following manner**
 - a. **Year 1 of resident educator mentoring** - two thousand dollars (\$2,000.00) for each Resident Educator **in year 1 of the program.**
 - b. **Year 2 of the resident educator mentoring** – one thousand dollars (\$1,000.00) for each Resident Educator **in year 2 of the program**
 - c. **Year 3 of the resident educator mentoring** – seven hundred fifty dollars (\$750.00) for each Resident Educator **in year 3 of the program**
 - d. **Year 4 of the resident educator mentoring** – five hundred dollars (\$500.00) for each Resident Educator **in year 4 of the program**
 - e. **The Mentor who is designated as the Resident Educator Program Coordinator will receive an additional stipend of five hundred dollars (\$500.00) each year**
 - f. The stipend is to be paid in June of that school year.

The Board and the Association agree that this Agreement applies only to the modifications of Article XXXVIII Resident Educator Program/Master Teacher Committee specifically Section D (2) Restrictions and Section F (2) Compensation of the current Master Agreement for the Association and shall not have any other precedential nature or effect on any other matter between the Association and the Board.

The parties to this Agreement acknowledge that they have had a full and complete opportunity to read and examine the terms of this Agreement and to consult with an attorney of their choosing prior to executing this Agreement; that they have voluntarily executed this Agreement and fully understand the rights, duties, and responsibilities imposed upon them by this Agreement; and that there are no other terms, conditions, or agreements relating to the subject matter herein aside from the provisions contained in this Agreement.

THEORY OF THE EARTH AND ITS HISTORY

1

The theory of the earth and its history is a branch of geology which deals with the origin and development of the earth and its various parts. It is a science which seeks to explain the processes which have shaped the earth and its features, and to determine the sequence of events which have taken place since the earth was first formed. The theory of the earth and its history is based on the study of the rocks and the fossils which they contain, and on the principles of geology which govern their formation and distribution.

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This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is binding contractual commitment and as such the parties acknowledge and agree that this Agreement and the attachments contained may be grieved under Article III Grievance Procedure of the Master Agreement between the Association and the Board.

The Association represents to the Board that it has authorized its President, Roger Kropka to execute this Agreement on its behalf, and when so executed and approved by the board, this Agreement is fully binding upon the parties

This Agreement shall become effective when executed by all parties and remain in effect during the length of the current Master Agreement.

Roger Kropka
By Roger Kropka, President, Bridgeport Education Association

Date 9-14-12

Ted C. Downing Don Krop Board President
By Ted Downing, Superintendent, Bridgeport Exempted Village School District

Date 9-14-12



12-MED-03-0172

0169-01

K28875

12/02/2013

ARTICLE IV SALARY SCHEDULE

- 4.1 An Education Stipend of five percent (5%) of each employee's 2013-2014 salary but not less than \$100.00 for those employees who are in the Board's employ and contracted for employment for the entire 2013-2014 year shall be paid in the first week in December. If an employee terminates prior to the end of the year, that bonus shall be prorated for the year.

There shall be a reopener for wages only for the third year of this agreement.

- 4.2 Upon actual receipt of upfront oil and gas bonus funds of at least \$45,000 (not royalties), an additional two percent (2%) of each employee's salary at the time of payment shall be paid as an educational stipend to those employees who are in the Board's employ and contracted for the entire year when payment of the bonus funds are received within 60 days of receipt of said funds. If an employee terminates prior to the end of the year, that bonus shall be prorated.
- 4.3 All Educational Stipends will be paid in a special pay.
- 4.4 When a teacher completes additional training that would qualify the teacher to move to another column of the salary schedule, the salary of the teacher shall be adjusted at the beginning of the next semester upon the presentation of a certified transcript, or proper evidence of course completion, to the Treasurer of the Board of Education.

BRIDGEPORT SCHOOL DISTRICT SALARY INDEX EFFECTIVE 2013-2015

YEARS	DEGREE	150 HRS.	MASTERS	M.A.+15	M.A.+30
0	1.000	1.128	1.185	1.233	1.281
1	1.128	1.171	1.233	1.281	1.329
2	1.166	1.214	1.281	1.329	1.377
3	1.204	1.257	1.329	1.377	1.425
4	1.242	1.300	1.377	1.425	1.473
5	1.280	1.343	1.425	1.473	1.521
6	1.318	1.386	1.473	1.521	1.569
7	1.356	1.429	1.521	1.569	1.617
8	1.394	1.472	1.569	1.617	1.665
9	1.432	1.515	1.617	1.665	1.713
10	1.470	1.558	1.665	1.713	1.761
11	1.508	1.601	1.713	1.761	1.809
12	1.546	1.644	1.761	1.809	1.857
13	1.584	1.687	1.809	1.857	1.905
14	1.622	1.730	1.857	1.905	1.953
15	1.622	1.730	1.905	1.953	2.001
16	1.660	1.773	1.953	2.001	2.049
18	1.698	1.816	2.001	2.049	2.097
23	1.736	1.859	2.049	2.097	2.145

FOR THE ASSOCIATION:

FOR THE BOARD:

Robert J. Proppa
Signature Date

Paul C. H.
Signature Date