

K#29073



STATE EMPLOYMENT  
RELATIONS BOARD

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# **MASTER AGREEMENT**

**BETWEEN THE**

**BELLEVUE CITY SCHOOLS  
BOARD OF EDUCATION**

**AND**

**THE BELLEVUE EDUCATION  
ASSOCIATION**

**JULY 1, 2012 - JUNE 30, 2015**

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## ARTICLE I - NEGOTIATIONS PROCEDURES

### **1.01 Recognition**

- A. The Bellevue Board of Education (hereinafter referred to as the "Board") recognizes the Bellevue Education Association (hereinafter referred to as "the BEA" or "the Association"), an affiliate of the Ohio Education Association (OEA), and the National Education Association (NEA), as the sole and exclusive bargaining representative of all full-time and part-time certificated/licensed personnel employed by the Board under regular teaching contract for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code (ORC).
- B. Excluded from this recognition shall be all full-time and part-time administrators, management-level and supervisory employees as defined in Ohio Revised Code 4117, which shall include, but not be limited to, the Superintendent, building principals, assistant principals, and school psychologist. Also excluded are all non-certificated (classified) employees, substitute teachers employed on an as needed basis or supplemental contract, teachers of adult education programs, and home instructors.
- C. Recognition of the BEA shall be deemed to include, but not by way of limitation, all regular and special classroom teachers, librarians, guidance counselors, school nurses, speech and hearing therapists, vocational teachers, other licensed teaching personnel, non-public auxiliary service personnel, teachers on leave of absence or lay-off status, and anyone employed by the Board to perform any work currently being performed by bargaining unit members.
- D. For purposes of this contract the terms "employee" and "teacher" shall refer to any and all members of the bargaining unit represented by the BEA.

### **1.02 Statement of Principles**

- A. The Board and the BEA agree that the purpose of the procedures established in this Agreement is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of the Bellevue school children by assuring orderly and uninterrupted operation of the public school system. For and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this Agreement and the procedures set forth therein.
- B. Representatives of the Board and the BEA shall participate in negotiations freely without fear of penalty, reprisal, or recrimination. No penalty nor threat nor implication thereof shall attach to negotiation participation nor to failure to reach agreement in the course of negotiations, provided, however, this shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

### **1.03 Subjects of Negotiation**

Representatives of the Board and the BEA will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement. Except as provided in the preceding sentence, management rights issues [as delineated in ORC 4117.08 (C) and as determined by SERB rulings] shall not be negotiable unless the Board determines otherwise.

**1.04 Requests for Negotiation**

- A. If either party desires to negotiate changes in the Master Agreement, it shall notify the other party in writing during the month of March in any school year in which negotiations are to take place. Notification in writing from the BEA shall be served on the Superintendent and from the Board shall be addressed to the president of the BEA.
- B. Within fifteen (15) work days after receipt of such notice, an initial meeting shall be held. At this meeting, the parties shall submit to each other their proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Thereafter, neither party shall submit additional items for negotiations except with the consent of the other party.

**1.05 Negotiation Meetings**

- A. At the initial meeting held pursuant to section 1.04 B. hereof, the parties shall establish a schedule for the dates, times and places of all subsequent negotiation meetings.
- B. Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as is practicable, conflict and interference with school employment schedules.
- C. Negotiation meetings shall be closed to the press and the public.
- D. During the course of negotiation meetings, either party may recess at any time for a caucus of reasonable duration. The chairman of either negotiating team may call a recess for a period not to exceed forty-eight (48) hours, unless otherwise mutually agreed upon, when it appears that further discussion of a proposal or proposals will not result in meaningful negotiations progress.
- E. Either party may keep minutes of the meetings in such form and detail as it may deem advisable.

**1.06 Representation**

Representation at all negotiation meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the BEA. At the initial negotiation session each party shall designate its five (5) representatives and only those so designated shall participate in the negotiation meetings, unless the parties agree otherwise.

**1.07 Assistance and Study Committees**

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

**1.08 Information**

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

**1.09 News Releases**

Until complete agreement is reached on all matters which are the subject of negotiations, no news releases or statements to the media shall be made unless approved by both the Board and the BEA.

**1.10 Agreement**

- A. As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement between the representatives until all items have been so initialed.
- B. Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the BEA for approval, and all of the BEA's designated representatives shall recommend and urge approval. Upon approval by the bargaining unit represented by the BEA, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall be incorporated into the Master Agreement between the Board and the BEA and constitutes a revision of Board policy. The revised Master Agreement shall be signed on behalf of the parties, and within sixty (60) days copies of same shall be distributed by the administration to all persons represented by the BEA. The copies of the Master Agreement referred to above shall be prepared by the Administration (i.e. the Administration shall type the document, run the copies, and collate the document). The cost of the copies and paper shall be shared equally by the Board and the BEA. The number of copies to be printed shall be mutually agreed to by the parties.

**1.11 Impasse Procedure**

- A. In the event either of the parties declares impasse or in the event agreement is not reached on all items submitted for negotiations forty-five (45) days prior to the expiration of this collective bargaining agreement (unless the parties mutually agree to a later date), a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.



- B. Whenever possible, mediation sessions shall be scheduled at times when school is not in session. Should it become necessary, however, to conduct such meetings during normal school hours, up to four (4) BEA officers and/or representatives who participate in the mediation session(s) shall be permitted to do so without loss of pay.
- C. Should the parties be unable to reach agreement as the result of the mediation process as defined in 1.11 A as listed above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided however that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.
- D. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

**1.12 In-Term Negotiations Process**

The parties agree to utilize the in-term bargaining procedures of Ohio Revised Code 4117.08 should a mandatory topic of bargaining arise during the term of this contract.

## ARTICLE II - GRIEVANCE PROCEDURE

### **2.01 Definitions**

- A. A "grievance" is a claim by a certificated/licensed employee or employees that an alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement has occurred.
- B. The term "grievant" means a certificated/licensed employee(s) in the bargaining unit or the Association.
- C. "Days" as used in this article means Monday through Friday, excluding holidays and days on the school calendar when school is not in session.
- D. The Association shall retain the sole right to determine whether a grievance may be filed, appealed, and/or processed under the "Procedural Steps".

### **2.02 Purpose and Exclusions**

- A. The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to grievances as defined in Section 2.01 A. as listed above. All parties agree that proceedings shall be kept as confidential as is appropriate.
- B. The termination of contracts for good and just cause shall be governed by Sections 3319.16 and 3319.161, Ohio Revised Code, exclusively, and such terminations shall not be subject to the grievance procedure. Non-renewals of limited contracts shall solely be subject to the grievance procedure, and the provisions of §ORC 3319.11 and 3319.111 shall not apply to members of the bargaining unit.
- C. If a certificated/licensed employee in the bargaining unit represented by the BEA believes there is a basis for a grievance, the certificated/licensed employee should first discuss the matter with his/her principal or other immediate supervisor in an effort to resolve the matter informally, within three (3) days after the claimed grievance occurred. The principal or other immediate supervisor shall then have three (3) days to follow up on the matter and, if possible, to effect a resolution of the matter.

### **2.03 Procedural Steps**

- STEP 1: If a grievance is not resolved under the informal procedure, or if the certificated/licensed employee elects not to follow the informal procedure, the grievance shall be reduced to writing on the form attached hereto as Exhibit A as agreed to through negotiations. A written grievance shall be filed by the grievant or by a representative of the BEA with the immediate supervisor not later than twenty (20) days after the date on which the alleged grievance occurs. If the written grievance is not so filed within the foregoing time limit, the grievance shall be considered waived and further action barred. The written grievance filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date or dates on which the alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement occurred; (c) the provision or provisions of this Agreement which have allegedly been violated or misapplied; and (d) the remedy sought.

Within three (3) days of receipt of the written grievance, the principal or other immediate supervisor will meet with the grievant in an effort to resolve the grievance. The principal or other immediate supervisor will indicate his disposition of the grievance in writing to the grievant within three (3) days of the Step 1 meeting.

STEP 2:

If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within three (3) days of the Step 1 meeting, the grievant, or a representative of the BEA on behalf of the grievant, shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 1. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred.

Within seven (7) days of his receipt of such written notice, the Superintendent will meet with the grievant in an effort to resolve the grievance. The Superintendent will indicate his disposition of the grievance in writing to the grievant within five (5) days of the Step 2 meeting.

STEP 3:

If the grievant is not satisfied with the disposition of the grievance in Step 2, or if no disposition has been made within five (5) days of the Step 2 meeting, the grievant, or a representative of the BEA on behalf of the grievant, shall notify the Board that the grievance is being appealed to Step 3. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 2. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. On the date of the Board's next regularly scheduled meeting, or within two (2) weeks of the filing of the appeal in Step 3, whichever shall be later, the Board will meet with the grievant, who may be accompanied by a representative(s) of the BEA, and the Superintendent or his/her designee, to review such grievance in executive session. The Board will indicate its disposition of the grievance in writing to the grievant within seven (7) days of the Step 3 meeting.

STEP 4:

If the grievant is not satisfied with the disposition of the grievance in Step 3, the grievant, with the approval of the BEA, may notify the Superintendent within twenty (20) work days the grievance will be submitted for arbitration. An arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties to this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Any cost or expense will be borne by the party that incurs the expense, except that the costs which are incurred in securing and utilizing the services of the arbitrator shall be equally shared by the Board and the grievant.

**2.04 Time Limitations**

- A. The time limitations set forth in Steps 1 through 4 of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the grievant or a representative of the BEA on behalf of the

grievant.

- B. If a grievance is not filed in writing within the time limits specified in Step 1, the grievance shall be considered waived and further action barred.
- C. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal shall be barred.
- D. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.
- E. In the event a grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

**2.05 Rights of Parties**

- A. A grievant has the right to appear on his/her own behalf at all steps of the grievance procedure. The Association shall have the right to have a representative present at each step as described in Section 2.03. However, no grievance may be appealed to the next step without the written request of the grievant, as provided for on the attached forms.
- B. The President of the BEA will be notified of each meeting held to resolve the grievance and shall be given a copy of the disposition of the grievance at each step.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- D. If a grievance arises from a claimed violation or misapplication of a provision or provisions of this Agreement by the Board of Education, the Treasurer, or the Superintendent, and/or affects a group of teachers in more than one (1) school, the written grievance may be filed at Step 2 of the grievance procedure.
- E. Nothing contained in this procedure shall be construed as limiting the individual right of a certificated/licensed employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

## ARTICLE III - LEAVES (PAID AND UNPAID)

### 3.01 Professional Leave

- A. Each year the Board shall budget twenty-five thousand dollars (\$25,000) in its annual appropriations for certain expenses connected with the attendance at professional meetings, conferences, visitations or conventions. Allocated funds shall be pro-rated per building by the administration according to the number of FTE staff members assigned to the building. Separate building-level accounts shall be established. All professional leave must meet the criteria of either an approved IPDP (Individual Professional Development Plan) or building-level or district-level continuous improvement plan.

A single employee shall be eligible for a maximum leave amount of four hundred dollars (\$400.00) on a first-come, first served basis. The Superintendent may waive the four hundred dollar (\$400.00) cap at his/her discretion.

- B. Requests for such leave shall be made on the district KIOSK. If approved by the principal, the said request shall be submitted no later than ten (10) days prior to the conference or convention to the Superintendent or his/her designee for final approval. Part-time personnel will receive pro-rated benefits. The Superintendent may waive the two (2) week time line if good cause exists.

The form shall state the number of school days, if any, which the person will miss by attending the conference or convention, the professional nature of the conference or convention and its linkage to an approved IPDP and/or continuous improvement plan, with an estimate of expenses and the proposed method of travel.

- C. If said request is approved, the Board shall pay expenses of the person attending the professional conference or convention as follows:

1. The cost of a substitute teacher;
2. Registration fees;
3. The cost of meals excluding alcoholic beverages and tips, not to exceed \$35.00 per day;
4. The cost of lodging not to exceed \$90.00 per day (single rate) or \$115.00 per day (double rate); and
5. Transportation via the method approved by the Superintendent or his/her designee.

If the method of transportation is automobile, the expenses will be paid at the rate established in Section 4.04 of the Master Agreement.

The minimum transportation cost shall be measured in distance traveled, time consumed in traveling, and time away from school, which may be reduced by an alternate means of travel and which provides for the reasonable comfort of the person traveling. In no case shall the transportation cost by automobile exceed the cost of the same trip by train or airplane coach.

- D. To be eligible for reimbursement of the above expenses, the person attending the professional conference or convention must submit a statement of all expenses which shall be accompanied by the original receipts for the cost of transportation, lodging, meals, and registration fees.

- E. An employee's request to attend a professional conference or convention shall not be routinely denied simply on the basis that said conference/convention is being held out-of-state. Each request will be evaluated on the basis of distance, expenses involved, and the overall professional nature and/or benefits of the conference/convention.

### 3.02 Sick Leave

#### A. Accrual of Sick Leave

1. Each full time person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each completed year of service, which shall be credited at the rate of 1.25 days per month up to a maximum of two hundred thirty-five (235) days. Each person employed part time shall be entitled to sick leave calculated at the rate of four (4) and six-tenths (6/10) hours for each completed eighty (80) hours of service, excluding overtime hours worked. Hours shall be credited up to a maximum of 1,762.5 hours. These changes in calculating sick leave by hours will also affect how severance is calculated, hourly and by the day.
2. Each full-time employee shall have five (5) days of sick leave available at the beginning of employment if an advance is requested and approved. If an employee uses all or part of the five (5) days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the Board for the sick leave used but not earned.
3. Any employee who transfers to the employment of the Bellevue Board of Education from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employment, since July 1, 1950, upon presentation by the employee of certification of such days accumulated.
4. Crediting of previously accumulated sick leave of an employee separated from public service is allowed upon the re-employment of the individual in the public service provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

#### B. Use of Sick Leave

1. Accumulated sick leave credit shall be deducted upon use in terms of full or half days. Requests for such leave shall be made on the district KIOSK.
2. If an employee is absent due to surgery or other illness, sick leave has been used up and school is closed as a "calamity day", the employee is not entitled to calamity day pay.
3. Employees may use sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

For the purposes hereof, the term "immediate family" shall mean spouse, children, parents, grandparents, siblings, grandchildren, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other relatives or dependents residing in the same household.

4. Sick leave may also be used up to three (3) days annually for the birth of a child, death or critical illness of a blood or non-blood relative who does not fall within the definition of immediate family.
5. The Superintendent or his/her designee shall require the employee to furnish a signed statement to the effect that absence was caused by illness or due to any of the foregoing causes. He/she may require the name of the physician and the date he/she was consulted if medical attention was required. Falsification of such a statement shall be grounds for disciplinary action, including dismissal.
6. Employees who have been absent for three (3) days or more due to illness may be required to present a statement from a physician validating that they are physically able to resume their duties on a full-time basis.

C. Conversion of Unused Sick Leave

1. Employees may convert all or any part of sick leave earned and not used during the current school year (July 1-June 30) based upon a percentage of their regular daily amount and in accordance with the following formula:

<b>Days of Unused Sick Leave As of July 1<sup>st</sup> *</b>					
<b>Years of Experience</b>	<b>120.0 - 139.9</b>	<b>140.0 - 159.9</b>	<b>160.0 - 179.9</b>	<b>180.0 - 199.9</b>	<b>200 or more</b>
15.0 - 17.9	21%	27%	33%	39%	45%
18.0 - 20.9	24%	30%	36%	42%	48%
21.0 - 23.9	27%	33%	39%	45%	51%
24.0 - 26.9	30%	36%	42%	48%	54%
27.0 - 29.9	33%	39%	45%	51%	57%
30 or more	36%	42%	48%	54%	60%

**\* Years of experience and days of unused sick leave shall be determined on July 1 at the conclusion of the school year.**

2. Daily conversion rate is based on current year's regular pay (excluding extra duty pay).
3. Employees shall submit their request to convert unused sick leave (including transferred personal leave) in writing to the Treasurer by August 15 of each respective year.

4. Employees shall receive this compensation as a lump sum payment (by separate check) by September 15 of each year. Such compensation shall not be subject to STRS contributions and shall not be reported to the retirement system as part of the employee's annual compensation. Federal and state taxes will be calculated at the rate listed on the employees W-4 unless a higher rate is specifically requested in writing by an employee.
5. All unused sick leave days used in conversion shall be forfeited and may not be restored at a future date.
6. Employees in the Redmen Run program shall be compensated at the same percentage as they held upon retirement.
7. Employees may submit a one-time increase of their annuity (403B or 457) through payroll deduction for the one (1) payroll deduction amount after the payroll for sick leave buy.

D. Sick Leave Bank

1. Purpose

The primary purpose of a sick leave bank policy is to protect a certificated/licensed teacher against loss of pay.

In emergency situations that arise after the use of all accumulated sick leave days stated above, an employee shall request from the Superintendent an advance of sick leave days, not to exceed five (5) days from the upcoming year. This advance may be granted at the Superintendent's discretion. However, any actions made by the Superintendent would not set precedent for future requests or advances.

In the event an employee who has received an advance leaves the school system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.

Employees who have exhausted their accumulated sick leave including any advances, may petition through written application the Labor and Management Committee for review and consideration of sick leave days donated from other employees.

2. Implementation

Each year, during the month of September, each bargaining unit member who has a minimum of thirty (30) accumulated sick days may donate up to a maximum of three (3) days per year to the Sick Leave Bank by completing the Sick Leave Donation Form (Exhibit B) and sending this form to the BEA President.

- a. Donated days will accumulate in the Sick Leave Bank.
- b. Donated days will remain in the Sick Leave Bank until used.

A bargaining unit member may use the Sick Leave Bank if he/she has met all of the following criteria.



- a. All of his/her sick leave accumulation has been exhausted.
- b. He/she has contributed at least one (1) day of his/her own sick leave to the Sick Leave Bank.
- c. His/her absence is due to catastrophic personal or family illness or accident or long term illness, etc. Family, as used in this section, shall be defined as employee's spouse, the employee's children or stepchildren or if the employee is the legal power of attorney or has guardianship of a parent.
- d. The bargaining unit member has completed the Sick Leave Bank Benefit Request Form (Exhibit C).
- e. If the bargaining unit member is on the Redmen Run Program he/she is eligible to participate in the Sick Leave Bank if they have met all the criteria for use.

A bargaining unit member is NOT eligible for use of the Sick Leave Bank if:

- a. They have not donated to the Sick Leave Bank.
- b. The surgery and/or procedure is elective.
- c. The specific injury or illness does not exceed thirty (30) days.
- d. The bargaining unit member is eligible for Workers' Compensation, STRS Disability or a personally purchased disability plan, when applicable.
- e. They have been employed in the school district for less than three (3) academic years.
- f. They have abused their accrued sick leave, based upon the understanding and discretion of the Labor and Management Committee and the Superintendent.
- g. The denial of a request for use of the Sick Leave Bank is not grievable under Article II (Grievance Procedure).

In the case of a bargaining unit member who has been approved to participate in the Sick Leave Bank, days shall be granted in five (5) day increments up to thirty (30) days based upon approval from the Labor and Management Committee. After the initial thirty (30) days have been used the bargaining unit member may re-apply for additional days.

When a bargaining unit member has been approved for STRS disability retirement or for private disability insurance benefits during the thirty (30) day Sick Leave Bank period, he/she must immediately utilize such benefits and Sick Leave Bank benefits shall cease.

If days are given to an employee and all of the days are not used, the remaining days are returned to the sick leave bank.

### **3.03 Court Leave**

Employees called for jury duty or subpoenaed as a witness due to a school-related case or incident shall receive the difference between their regular compensation and the remuneration received for serving as a juror or witness, exclusive of any verifiable reimbursement for expenses incurred by reason of such summons or subpoena. Additionally, such time spent on jury duty or as a subpoenaed witness will not be charged against any form of leave to which an employee is otherwise entitled.

Employees shall submit a request for Court Leave on the district KIOSK at least three (3) days prior to the anticipated date of absence, if possible. The remuneration for services to the court shall be submitted to the Treasurer in an expedient manner. Failure to submit the Court Leave form or the payment for services may result in a loss of pay for such absence.

### **3.04 Assault Leave**

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered (certified/licensed teaching staff) employees absent due to physical and/or emotional disability resulting from an assault which shall be defined as unlawful action or threat to do bodily injury to a certified/licensed teaching employee.

Any certified/licensed teacher who must be absent from his/her duties due to physical and/or emotional disability resulting from an assault while teaching or in school related activities, on or off the school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of such absence not to exceed fifteen (15) working days.

Before assault leave will be granted, the certified/licensed teaching staff member shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, names and addresses of witnesses (if known), and a certificate from a licensed physician stating the nature of the disability and its duration. The Superintendent shall review the statements and make any further investigations he/she deems advisable.

The teacher involved shall give full cooperation to the proper law enforcement agencies toward the necessary eventual prosecution of the parties involved in the assault of the teacher(s).

Assault leave shall not be charged against sick leave earned or earnable by the certified/licensed teaching employee. Falsification of either signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

### **3.05 Personal Leave**

A. Employees shall be granted Personal Leave in accordance with the following scale:

- Up to twenty (20) years of experience - three (3) days
- Twenty (20) or more years of experience - four (4) days
- Twenty-five (25) years of experience - five (5) days

"Years of experience" shall be determined as of June 30 preceding the current school year. A "year of experience" shall be defined as a teacher who has worked at least one hundred and twenty (120)

school days of at least five and one half (5-1/2) clock hours per school day in a school year.

- B. All Personal Leave shall be granted on an unrestricted basis under the following conditions unless an exception is granted by the Superintendent.
1. Shall be submitted on the district KIOSK.
  2. Personal Leave days shall not be used consecutively by an employee unless the employee provides proof that the requested day(s) are exempted under B.6 of this provision.
  3. Personal Leave shall not be approved for days immediately preceding or following a school holiday unless the employee provides proof that the requested day(s) are exempted under B.6.
  4. Personal Leave shall not be approved for days during the first or the last week of school unless the employee provides proof that the requested day(s) are exempted under B.6.
  5. The total number of Personal Leave requests approved for a given day shall not exceed three percent (3%) of the total teaching staff. The date and time of review by the Superintendent will determine the priority for approval.
  6. Exemptions from the restrictions contained in B.2, B.3. and B.4., above, are as follows:
    - a. Wedding(s) of the employee or the employee's father, mother, sister, brother, son or daughter.
    - b. Required college or university examination of the employee.
    - c. The initial college entrance of a spouse or child.
    - d. The college graduation of the employee or spouse, father, mother, sister, brother, daughter or son.
    - e. A religious holiday.
    - f. When the employee's sick leave is exhausted.
    - g. When other uncontrolled circumstances occur.
  7. Paid personal and/or unpaid leave will not be approved for vacation(s).
- C. Employees shall be eligible to request no more than two (2) half days during a given school year, providing the employee is eligible for the time as specified in this section. Such half (½) days will be combined to equal one (1) of the allowable days of Personal Leave.
- D. Unused Personal Leave shall be transferred to Sick Leave for each respective employee at the end of each school year (June 30).
- E. Upon employment with the Bellevue City Schools, an employee shall be entitled to use two (2) of his/her Personal Leave days consecutively.

### **3.06 Association Leave**

A total of fifteen (15) days of leave shall be available each school year for use by BEA representatives for

attendance at Association meetings. These days shall be in addition to any other type of leave to which an employee is entitled.

Substitute teachers shall be provided at Board expense for eight (8) of these days. On the other seven (7) days, the BEA shall pay the expense of substitutes, if needed, or shall arrange in conjunction with the building principal to have assignments covered by other members of the bargaining unit.

Requests for such leave shall be made on the district KIOSK.

If the Board will be reimbursed for substitute costs by an affiliate organization of the Bellevue Education Association, then the day(s) will be granted as professional leave and shall not count as Association Leave.

### **3.07 Sabbatical Leave**

- A. An employee who has completed five (5) years or more of service for the Board may apply for a sabbatical leave for purposes of professional improvement. Teachers requesting such leave must submit with their application a detailed plan for professional growth. The application and plan must be submitted by March 1 for the next school year. The Board may grant the leave and must notify the teacher of its action by April 30.
- B. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one (1) semester or one (1) school year only.
- C. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to a teacher on an approved sabbatical leave not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
- D. The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.
- E. A teacher on an approved sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service, and the teacher upon return shall resume the sick leave, seniority, and service credit which the teacher had accumulated immediately prior to beginning the leave.

### **3.08 Replacement Teacher**

Upon being hired by the Board as a replacement for a teacher on leave or for a vacancy which occurs during the school year of at least ninety (90) work days, a replacement teacher shall be given a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day or the date of return of the teacher without prior written notice of nonrenewal. This shall be interpreted to mean that the employee is not entitled to the rights of nonrenewal or RIF (Staff Cutback) under this contract. The provisions of §ORC Sections 3319.11 and 3319.111 shall not apply to a teacher employed under this subsection.

### **3.09 Contractual Status on Leave**

A teacher who has been granted a leave under this contract shall remain under the same contractual length of service during the length of the leave and the existing contract at the time of leave shall be suspended. Upon return from leave, the teacher shall complete the remaining portion of the suspended contract. No teacher while on a leave shall be granted a successor limited contract or a continuing contract. This provision shall not apply to leaves of less than one hundred twenty (120) work days which are granted under this contract.

### **3.10 Leaves of Absence (Unpaid)**

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit for the following purposes:

1. Personal illness
2. Physical or mental disability
3. Maternity/paternity/adoption
4. Military service.

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent:

1. Educational or professional purposes
2. Election to political or professional office
3. Unusual personal considerations.

An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability subject to the provisions of the grievance procedure.

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than April 1.

Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits during the period of the leave:

1. The accrual of sick leave
2. The accrual of personal leave
3. Payment of calamity day(s).

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave(s) of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month. The premium specifically pertains to paying both the employee and employer shares.

### **3.11 Family and Medical Leave (Unpaid)**

An employee, employed no less than half-time for at least twelve hundred and fifty (1250) hours, with at least twelve (12) months of service in the Bellevue City Schools shall be granted up to twelve (12) weeks of unpaid family medical leave during each fiscal year period for: 1) the birth and first-year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a spouse, son, daughter, guardian, parent of the employee's family, or any dependent child residing in the employee's house; and, 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

- A. The employee shall apply in writing to the Superintendent or his/her designee not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.
- B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves:  
a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks.
- E. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
- G. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's insurance coverage (medical, dental, vision, and life insurances) during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

### **3.12 Instructions for Employees Seeking Time Away from the Workplace Due to Pregnancy/Birth**

Sick leave can be used for the time employee's doctor certifies the need to be off from work. After that, the employee can apply for Family Medical Leave for up to twelve (12) weeks.

During the time employee uses sick leave, employee will be paid and employee's insurance costs will continue to come out of employee's paycheck at the current rate.

Family Medical Leave is an unpaid leave. While on Family Medical Leave, the cost of employee's insurance continues at the current rate, but employee would need to send the Treasurer's Office a check each month to cover employee's costs, since employee is not being paid.

Employee must apply in writing to the Superintendent for Family Medical Leave. The details are found under Article III – Leaves (Paid and Unpaid), 3.11 Family Medical Leave (Unpaid) in this Master Agreement.

If employee wants more time off than the above, then under 3.10 Leave of Absence (Unpaid) may be utilized. Under Unpaid Leave, employee would pay for both employee's share and the Board's share of insurance costs. The details can be found under Article III – Leaves (Paid and Unpaid), 3.10 Leaves of Absence (Unpaid) in this Master Agreement.

Any unpaid leave does not count towards service credit for STRS, district seniority or salary advancement.

#### **Maternity Leave Checklist**

- ✓ Have you informed your principal of your pregnancy?
- ✓ Have you communicated your intentions to your principal? (See Exhibit J)
- ✓ If you wish to take an extended leave of absence, be sure to follow the appropriate steps in the Master Agreement to do so.
- ✓ Have you accrued enough Sick Leave to cover your maternity leave? (Remember, the Sick Leave Bank is not available for general maternity leave.)
- ✓ Have you investigated the option of Family Medical Leave? (Unpaid leave where you continue health insurance coverage and accrue sick leave days)
- ✓ Have you communicated with the Board of Education Office regarding use of your Sick Leave, etc? (The payroll clerk and the Treasurer would be the best contacts and a simple phone call or email would suffice.)
- ✓ If you have any additional questions, please contact your BEA officers!

## ARTICLE IV - SALARIES AND FRINGE BENEFITS

### **4.01 Pay Periods**

The total amount of a teacher's annual salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the Treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter.

An employee who resigns or retires effective on the day preceding the first day of the next school year or who is non-renewed or who is released due to a reduction in staff may continue to receive his/her pay according to the twenty-six (26) pay installment plan with continuation of all fringe benefits or may elect to receive the balance of the salary due in one (1) lump-sum which would result in the cancellation of all fringe benefits. Fringe benefits end on resignation or retirement date. This does not include employees on the Redmen Run program.

### **4.02 Direct Deposit**

Effective with the first pay for the 2008-2009 school year and continuing thereafter, all members of the bargaining unit shall have their pay and all other types of payroll payments direct deposited to the financial institution of bargaining unit members' choice. Bargaining unit members via the district KIOSK located on the NOECA Website can obtain details of pay deposited, as well as a listing of all deductions.

### **4.03 Academic Training**

Teachers will receive credit for academic training for purposes of qualifying for a salary category beyond the Bachelor's degree only if courses meet the following conditions:

1. Courses related to current assignment or current certification/license, plus one (1) additional area.
2. Courses related to a promotion (administrative position) as determined by the Superintendent or his/her designee.
3. Courses which are directly linked to the IPDP and/or building-level or district-level continuous improvement plans.
4. Other courses specifically approved by the Superintendent or his/her designee.

Teachers may request approval of such courses prior to enrollment. A course description from the University's catalog should be included with the request.

An employee shall be placed in the appropriate academic training column of the salary schedule and receive appropriate remuneration for the entire school year if satisfactory evidence of completion of training is filed prior to September 15 of the current school year. Evidence of completion will be initially accepted by letter from the college or university or a copy of the grades with official transcripts to follow within thirty (30) calendar days.

An employee shall be placed in the appropriate academic training column of the salary schedule and receive appropriate remuneration for the second half of the school year if satisfactory evidence of completion of training is filed prior to January 15 of the current school year. Evidence of completion will be initially accepted by letter from the college or university or a copy of the grades with official transcripts to follow within thirty (30) calendar days.



**4.04 Travel (Mileage)**

Teachers who in the performance of their contracted teaching duties are regularly required to travel between two (2) or more buildings within the district shall be reimbursed on a monthly basis for the mileage they drive. All mileage reimbursement shall be at the current IRS-approved rate.

**4.05 Extended Service Pay**

Employees on extended service which has been approved by the Board of Education will be paid the same per diem rate they receive during the normal school year. (See Exhibit F).

**4.06 Pay for Substituting for Other Teachers**

When a teacher agrees to substitute for another teacher during his/her conference period, the teacher shall be paid an amount per period which equals the pro-rated portion of the per diem base salary.

When an elementary teacher is assigned to sub for another class, he/she shall be paid a stipend of eighty-five dollars (\$85)/day or a pro-rated portion thereof.

**4.07 Admission to School Events**

Each employee shall be issued one (1) season pass valid for general admission for all extracurricular events, providing the employee agrees to work two (2) extracurricular events as a ticket taker, ticket seller, on crowd control, or other duties. Each certified/licensed employee will be eligible for two (2) yearly passes [one (1) personal pass and one (1) spouse pass]. At the employees' choice, at least two (2) events must be worked by the employee and/or spouse for each pass.

**4.08 Career Development Program**

The Board shall annually appropriate thirty-thousand dollars (\$30,000) for a Career Development Program for employees. Allocated funds shall be pro-rated per building by the administration according to the number of FTE staff members assigned to the building. Separate building-level accounts shall be established. Career Development activities must meet the criteria of either an approved IPDP (Individual Professional Development Plan) or building-level or district-level continuous improvement plan.

The Career Development Program shall be comprised of two (2) areas: 1) Tuition Aid Component, and 2) Workshop Component.

**A. Tuition Aid Component (\$28,500 of the \$30,000 will be allocated for the Tuition Aid Component)**

Employees will be compensated for tuition aid upon successful completion of approved graduate/undergraduate courses which are directly related to their current assignment as determined by each employee's IPDP or through building-level or district-level continuous improvement plans. Courses taken in preparation for a new profession outside of education are not included in courses eligible for reimbursement.

For tuition, employees will receive three hundred dollars (\$300.00) per semester hour (quarter hours will be converted to semester hours), not to exceed nine hundred dollars (\$900.00) per employee per

school year (July 1 through June 30). Each school year, if any portion of the \$28,500 remains unused as of June 1st, employees may apply for an additional two hundred dollars (\$200.00) for additional coursework that starts in June of that school year. Total reimbursements will not exceed \$28,500 in any given school year.

Any member of the bargaining unit seeking tuition reimbursement shall submit a written request to the Superintendent or his/her designee (Exhibit D) no later than two (2) weeks prior to the first day of class. Documentation shall be provided which demonstrates the linkage of the course(s) to the employee's IPDP and/or a continuous improvement plan. The Superintendent may waive the two (2) week time line if good cause exists.

If an employee determines that it is not possible to complete a course or workshop, he/she shall notify the Superintendent or his/her designee within four (4) weeks of the approval date so that other employees may benefit from this program. Failure to notify the Superintendent will forfeit participation of the respective employee in this component of the program for the remainder of the school year.

Employees may request payment after completing the course by re-submitting the Tuition Reimbursement form (Exhibit D) in conjunction with a grade report or transcript which reflects successful completion of the course with a grade of A, B, C, S (Satisfactory), or P (Pass), and a receipt from the college/university indicating that tuition payment was made for said course(s).

The Association President shall be notified in writing the balances of the Tuition Aid Component on a quarterly basis.

B. Workshop Component (\$1,500 of the \$30,000 will be allocated for the Workshop Component)

Employees will be eligible to receive a fifteen dollar (\$15.00) per hour stipend for attending activities approved and/or sponsored by the Bellevue City Schools directly tied to IPDP and/or district or building continuous improvement plans. These may include activities which are: 1) held on non-contract days or 2) held after school and last for more than one (1) hour.

Stipends will not be paid for attending routine planning or committee meetings (for example: grade level, departmental, textbook selection, course of study, employee recognition, staff in-service, etc.) unless the meeting lasts longer than one (1) hour. For those meetings lasting more than one (1) hour, employees will be compensated at fifteen dollars (\$15.00) per hour for all hours in attendance payable in quarter (1/4) hour increments beyond the first hour. [i.e., a two (2) hour and fifteen (15) minute meeting will be compensated as one (1) and one-quarter (1/4) hours].

Employees will not be compensated from the district for any meeting for which they receive outside reimbursement.

If college credit or continuing education units (CEU's) are earned in conjunction with a workshop, or if the workshop is a state mandate requirement, which is a condition of employment, (e.g. sports medicine clinic), employees will not be eligible to receive a stipend. Stipends will not be paid if the employee is supervising students as part of a paid extra duty assignment.

Any member of the bargaining unit seeking workshop reimbursement shall submit a written request to the building principal (Application for Professional Development or Workshop Development Form -

shall be made on the district KIOSK) no later than two (2) weeks prior to the first day of class. Documentation shall be provided to the principal which demonstrates the linkage of the course(s) to the employee's IPDP and/or a continuous improvement plan. If approved by the principal, the said request shall then be submitted to the Superintendent or his/her designee for final approval. The Superintendent may waive the two (2) week time line if good cause exists.

#### 4.09 Salary Schedule and Index

##### A. Base Salary

Effective July 1, 2012, the base salary on the Teacher's Salary Schedule shall be \$32,897. (See schedule attached as Exhibit E-1). Effective July 1, 2013, the base salary on the Teacher's Salary Schedule shall be \$33,390. (See schedule attached as Exhibit E-2).

##### B. Experience Steps

The salary schedule shall consist of consecutive steps through twelve (12) years of experience. In addition, the salary schedule shall contain longevity steps at years 17, 22, 24, 26, 27, 28 and 29.

The BA-0 Base Salary shall be as follows:

Year	Percentage Increase
2012-13	1.5%
2013-14	1.5%

The salary schedules shall be indexed as indicated on the schedules which are attached hereto as Exhibits E-1 and E-2.

Beginning with the 2012-2013 school year, the salary schedule will be reimplemented and teachers eligible for a step increase shall receive it.

##### C. Training Columns

- 1.0000 = Bachelor's Degree
- 1.0222 = Bachelor's plus 12 semester hours (or 138 semester hours)
- 1.0444 = Bachelor's plus 24 semester hours (or 156 semester hours)
- 1.0666 = Bachelor's plus 36 semester hours (or 174 semester hours)
- 1.0888 = Master's Degree
- 1.1110 = Master's plus 12 semester hours
- 1.1332 = Master's plus 24 semester hours
- 1.1554 = Master's plus 30 semester hours

A Master's Degree will be recognized only if the degree is in the field of education. Courses beyond the Master's Degree will only be recognized if they are an integral part of a planned program, from an accredited university, leading to a post graduate degree/specialist certificate in education or are directly related to the employee's current assignment.

#### 4.10 STRS Pick-Up

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System (STRS) of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

#### 4.11 Extra-Curricular Salaries

- A. The salaries for positions listed on the Schedule of Extra Pay for Extra-Curricular Activities, excluding Extended Service Pay, (see Exhibit F) shall be calculated as follows for employees covered by this agreement for the respective activity:
- 0 - 10 years experience - % times BA salary at respective Step
  - 11 - 15 years of experience - % times BA salary at Step 12
  - 16 or more years of experience - % times BA salary at Step 17

The Bellevue Board of Education has the authority to pay non-certified or non-bargaining individuals who are employed for an extra-curricular position less than the BEA Supplemental Salary Schedule.

- B. The Board of Education shall have the authority to create, alter, and/or eliminate positions under this article. If a position is created and/or altered, the Board of Education shall negotiate with the Association for the rate of compensation. The rate of compensation does not apply to Extended Service Pay. Extended Service Pay will only be reduced pursuant to the procedures of Article 6.02.
- C. The specific extra-curricular positions to be filled, and the number of such positions, shall be determined by the Board of Education. Once the Board determines that specific extra-curricular positions are to be filled for a given school year, all such positions shall be posted as vacancies pursuant to the procedures detailed in Section 6.03 of this agreement.

Qualified members of the bargaining unit who apply for such vacancies shall be considered to fill the extra-curricular positions for which they apply. All extra-curricular contracts held by members of the bargaining unit shall expire at the end of the current year.

- D. All extra-curricular contracts held by individuals not employed as regular teacher(s) shall be non-renewed yearly.
- E. All supplemental contracts held by members of the bargaining unit shall expire at the end of the current school year. Any bargaining unit member who will not be rehired shall receive written notification, including written reasons, thirty (30) days prior to the April Board meeting and for spring supplemental contracts thirty (30) days prior to the July Board meeting. A copy of such notification shall be sent to the BEA President. The member shall have the right to request an informal hearing within fifteen (15) days of the date of said notice. The hearing shall be conducted before the Superintendent and/or his/her designee. The bargaining unit member shall have the right to be represented by an

Association member and/or the Labor Relations Consultant.

- F. The rate of compensation for all employees who are issued an extra-curricular contract for a position or positions on the "Schedule of Extra Pay for Extra Duties" shall be based on all salary increases on the Teachers Salary Schedule which take effect during a given school year (July 1 - June 30).
- G. Extra-curricular contract holders shall choose from the following payment options, which shall be selected by the employee at the time the extra-curricular contract is signed by the employee:
  - 1. A lump sum on the next regular pay after the conclusion of the contractual assignment and the completion of all duties associated with the extra-curricular contract.
  - 2. One-half (½) of the amount midway through the assignment and the remaining one-half (½) on the next regular pay after the conclusion of the extra-curricular assignment and the completion of all duties associated with the extra-curricular contract.
  - 3. Twenty-six (26) pay periods divided equally throughout the school year. This option shall be offered only for certified bargaining unit members with a nine (9) month extra-curricular contract or those members who start their extra-curricular contract at the beginning of the school year.
- H. Bargaining unit members holding extra-curricular contracts will be subject to administrative evaluations.

#### 4.12 Medical Insurance (Hospitalization)

- A. The Bellevue Board of Education will maintain a group medical insurance plan for all employees. Effective July 1, 2008, one (1) medical and two (2) prescription drug plans will be offered to certificated employees of the Bellevue City Schools on a voluntary basis. To the extent the law changes, health insurance will follow the law.
- B. Definitions:
  - Adult Wellness:** See outline of coverage in negotiated agreement or specifics can be found in the insurance certificate of coverage.
  - Copay:** The dollar amount established by your chosen plan that you pay to a provider for certain covered services at the time of the service. Any copay you make or any services paid by 100% do not count towards your deductible, coinsurance, or out-of-pocket maximum.
  - Coinsurance:** The amount each covered person must pay, after meeting their deductible requirement, on insured services. This does not refer to the payment amount by another carrier or coordination of benefits.
  - Deductible:** The amount each covered person must pay for services. Once your deductible has been satisfied, you are responsible for the percentage of coinsurance on insured services.
  - EOB:** Explanation of Benefits refers to the written statement an employee receives from the

insurance company showing the services charged, paid and owed.

**HESE:** Huron-Erie School Employee Insurance Association (HESE) is comprised of certified and classified employees from approximately thirteen (13) member schools with Bellevue being represented by the Superintendent as a voting member.

**HIPAA:** Stands for Health Insurance Portability Accountability Act of 1996. The act is intended to provide protection from pre-existing condition limitations for employees and their dependents when moving from job to job. HIPAA prohibits discrimination in enrollment and premiums against employees and dependents based on health status.

**Network:** A hospital or other facility that is included in a limited panel of providers as designated by Medical Mutual of Ohio and for which the greatest benefit will be payable when one (1) of these Providers is used.

**Non-network:** A hospital or other facility provider that is not designated by Medical Mutual of Ohio as a Network provider.

**Out-of-Pocket Maximum:** The combined amount paid for deductible and coinsurance.

The Board will pay during the life of the contract, the following premium costs for medical, dental and vision insurance for all full-time employees which reflects the base coverage of health and the "Red" prescription drug plan and is shown in Table 1.

**Table 1 - Board of Education Obligation for Insurance (Monthly Amount)**

Table 1 – Board of Education Obligation for Insurance		
<u>Health/Prescription Board Premium Obligation</u>	85%	
This percentage is based on the "Red" prescription drug plan, if employee chooses the "White" prescription drug plan, the employee pays 100% of the difference from the "Red" plan		
<u>Dental Board Premium Obligation Per Month</u>	\$50	Single & Family
<u>Vision Board Premium Obligation Per Month</u>	\$8	Single
	\$18	Family
Premiums above the dental and vision board obligation monthly amounts listed above will be split 50% paid by the Board, 50% paid by the employee.		

C. Miscellaneous Provisions:

1. Part-time employees may share in the insurance program by requesting a salary deduction of an amount equal to the difference between the premium cost and the Board of Education obligation for a respective plan. The Board's obligation will be equal to the amount of premium paid by the Board for a full-time teacher multiplied by the percentage of full-time duty shown on the teacher's contract.

2. Each employee will be provided a form from the Treasurer's Office to be returned by a specified date which will show the cost of each coverage and allow each participant to indicate their preferred coverage plan.
3. Any employee, whether new or currently employed, may apply during each September for coverage under the hospitalization plan beginning October 1 for the respective year and will have a waiting period not to exceed thirty (30) days for commencement of coverage. Furthermore, any employee who involuntarily loses other coverage may enroll at any time or as required by HIPAA.
4. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than July 1, 2008.

This requirement does not apply to any spouse who:

- Works less than twenty (20) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

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

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately [and not later than thirty (30) days after any change in eligibility] if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 1, 2008. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

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

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the plan providing benefits to which your spouse is not entitled, you will be personally liable to the plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

5. In addition to the regular plan, the Board will compensate employees who elect not to participate in this insurance coverage to receive one thousand five hundred dollars (\$1,500) in lieu of participating in the group hospitalization program. Employees are also eligible for payment in lieu of for vision and dental as described in *ARTICLE IV - SALARIES AND FRINGE BENEFITS* - Sections 4.13 (Dental Insurance) and 4.14 (Vision Insurance). Compensation for such non-participation will be issued to an employee (by separate check) on a semi-annual basis in the months of February and August and will not be subject to STRS contributions. Payment in August will be made by the last calendar day of August and will cover the non-participation period of March through August. Payment in February will be made by the last calendar day of February and will cover the non-participation period of September through February. The in lieu of payment amount will be pro-rated if employee is enrolled in insurance any of the months of the non-participation period. If the spouse of an employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.
6. For the duration of this Master Agreement, an insurance committee consisting of at least the Superintendent, Treasurer, and President of the BEA plus up to three (3) administrative and three (3) certificated staff members will meet on an annual basis, as often as needed, to continue discussion, receive updates, regulate costs for the Board and certificated employees, and to study existing insurance and programs. Then, upon mutual agreement of the Superintendent and the President of the BEA, changes and/or benefits in the insurance program may afford the contract to be reopened for discussion with possible changes.



D. Bellevue City Schools Health Insurance

Product	SM Plus
Dependent Eligibility	Both parties shall abide by state and federal law on dependent eligibility requirements.
Lifetime Maximum	\$2,000,000
Coinsurance (Subject to Deductible unless otherwise noted)	
Network	90%
Non-Network	80%
Deductible	
Network	\$500/1,000
Non-Network	\$500/1,000
Coinsurance Maximum	
Network	\$500/1,000
Non-Network	\$1,000/2,000
Out-of-Pocket Maximum	
Network	\$1,000/2,000
Non-Network	\$1,500/3,000
Office Visit Copay	
Network	\$20
Non-Network	\$20
Coinsurance after NN Copay	80%
Urgent Care Copay	
Network	\$20
Non-Network	\$20
Coinsurance after NN Copay	80%
OVC applies to exam only?	Yes
Miscellaneous	
Supplemental Accident?	No
Diagnostic Services 100%?	No
Routine Exam	
Network	\$20
Non-Network	\$20
Coinsurance after NN Copay	80%
Routine "Wellness" Services:	Routine "Wellness" Services are NOT Subject to Deductible
1st \$200 at 100%?	No
X-Ray, Tests, Lab	90%/80%
PSA	90%/80%
Colonoscopy	Endoscopic =
Sigmoidoscopy	90%/80%
Well Child Care:	Non-Network Exams OVC + 80%
Exam Copay	\$20
Birth to Age 1	\$500

Age 1 – 9	\$500
Physical Therapy	
Network	90%
Non-Network	80%
Visit Limit	40
Occupational Therapy	
Network	90%
Non-Network	80%
Visit Limit	Comb. w/PT
Chiropractic	
Network	50%
Non-Network	50%
Visit Limit	12
Speech Therapy	
Network	90%
Non-Network	80%
Visit Limit	20
Emergency ER	
Copay	
Network	\$75
Non-Network	\$75
Coinsurance	
Network	then 100%
Non-Network	then 100%
Non-Emergency ER	
Copay	
Network	\$75
Non-Network	\$75
Coinsurance	
Network	then 90%
Non-Network	then 80%
Mental Health & Substance Abuse	Substance Abuse Limited to 3 Inpatient Treatments Per Lifetime
Inpatient	
Network	90%
Non-Network	80%
Days per BP	31
Outpatient	
Copay	None
Network	50%
Non-Network	50%
Other Limits	None
# Visits per BP	50
Rx Copays Reimbursable?	No
HE	Yes
SE	

E. Bellevue City Schools Prescription Drug Offerings

PRESCRIPTION DRUG	"Red" Plan	"White" Plan
<b>Retail (30 Days Supply)</b>		
Generic	\$10	\$10% with \$5.00 Minimum, \$50.00 Maximum Per Prescription
Formulary Brand	\$25	
Non-Formulary Brand	\$25	
<b>Mail Order (90 Days Supply)</b>		
Generic	\$20	\$2
Formulary Brand	\$50	\$2
Non-Formulary Brand	\$50	\$2
Rx copays reimbursable under medical plan?	No	No
HESE Approved Working Spouse Language	Yes	Yes

4.13 Dental Insurance

The Board shall provide single or family (whichever is applicable) dental insurance coverage for each bargaining unit member. The dental benefits provided shall be equal to or exceed the following specifications:

1. Payment based on a percentage of reasonable and customary fees charged by a dentist:
  - CLASS I - Preventative and Diagnostic - 100%
  - CLASS II - Basic Restorative - 80%
  - CLASS III - Major Restorative - 60%
  - CLASS IV - Orthodontia - 60%
2. A calendar year maximum for all CLASS I, II, and III expenses of \$1000.00 per person.
3. A lifetime maximum for CLASS IV (Orthodontia) expenses of \$1500.00 per person.
4. An individual deductible per calendar year of \$25.00 for CLASSES II and III.
5. A family deductible per calendar year of \$50.00 for CLASSES II and III.
6. When both husband and wife are employees of the Board, only one (1) will be eligible to enroll in the dental insurance program.
7. Employees may elect to receive twenty percent (20%) of the current premium in lieu of participating in this insurance coverage. Requests for payment in lieu of participation shall be submitted to the Treasurer by the fifteenth (15th) of the month preceding the effective date of this payment. The husband/wife exclusion noted in the preceding paragraph shall not apply to this payment. If the spouse of an employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.

#### **4.14 Vision Insurance**

1. The benefits provided shall equal or exceed the following specifications:
  - Examinations once every 12 months
  - Lenses once every 12 months
  - Frames once every 24 months
  - Deductibles: \$12.50 on lenses and frames; \$7.50 on exams
2. Bargaining unit members may elect to receive twenty percent (20%) of the current premium in lieu of participating in this insurance coverage. Requests for payment in lieu of participation shall be submitted to the Treasurer by the fifteenth (15th) of the month preceding the effective date of this payment.

#### **4.15 Life Insurance**

The Board will provide each bargaining unit employee with a group term life insurance policy at Board expense. The face value of the policy shall equal the employee annual salary as of September 1 of the current work year (exclusive of extra-curricular pay) rounded to the next highest thousand dollar amount.

Part-time bargaining unit employees may share in the insurance program by requesting a salary deduction of an amount equal to the difference between the premium cost and the Board of Education obligation. The Board obligation shall be equal to the percentage of full-time duty shown on the teacher's contract.

#### **4.16 Physical Exams, TB Tests, Chest X-Rays**

All physical examinations, TB tests, or chest x-rays which are required of a teacher by the Board of Education shall be fully paid for by the Board of Education. Every two (2) years an employee shall have the option of having a complete physical examination toward which the Board will pay a maximum of one hundred dollars (\$100.00) above the amount, if any, which is paid by the group medical insurance coverage. The selection of the physician shall be the employee's option. A Bellevue Schools payment authorization form shall be submitted to the Treasurer by the employee with a copy of the Explanation of Benefits (EOB) Form from employee's health insurance company within sixty (60) days of receipt of the EOB.

Consistent with OSHA Regulations; upon employment; and when required; the Board shall provide information and/or shots for Hepatitis B at its expense.

#### **4.17 Section 125 Account**

A Section 125 flexible spending account shall be available to each employee. Participation in such account shall be at the option of each individual employee.

#### **4.18 Severance Pay**

A teacher may elect, at his/her time of retirement, to be paid severance pay at the rate of 33 and 1/3% of all accumulated sick leave times the teacher's per diem rate of pay, not to exceed 78.66 days, provided the teacher has been employed by the Bellevue Board of Education for at least ten (10) years and retires under the procedures adopted by STRS.

Such payment eliminates all sick leave credit previously accrued, but unused, by the teacher. To be eligible for severance pay, the teacher must apply to the retirement system, as evidenced by the receipt of the retirement form in the Treasurer's Office, within one hundred twenty (120) days after the last day of service.

Payment to eligible employees for severance under Article IV, Section 4.19 of this contract will be made in one (1) of two (2) ways:

1. For employees retiring that are age fifty-five (55) years and older [or who obtain age fifty-five (55) in the year of separation] who are eligible for the Bellevue School's Special Pay Plan:
  - A payment made by the employer will be made to the employee's leave/special pay account in three (3) equal installments over three (3) years beginning in January in the year following the member's effective date of retirement. The second payment will follow the next January and final payment the January after.
2. For those employees retiring that are age fifty-four (54) years and younger:
  - Payment of Severance Pay will be made in January in the year following the member's effective date of retirement through payroll.

If an employee dies prior to retirement, the amount of severance pay to which the employee would have been entitled, as calculated in accordance with the above-mentioned formula, shall be paid to the estate of the employee.

#### **4.19 Retirement Settlement Plan**

Employees are eligible to participate in this program, providing they meet the criteria listed below:

1. Employee is eligible to retire prior to July 1 of the current year.
2. Effective date of resignation shall be between the time when school is completed and July 1 of the current year.
3. A letter of resignation for retirement purposes shall be submitted to the Superintendent prior to April 1 of the current year.

Employees will receive an amount derived through the following formula, providing they resign as soon as possible after having attained thirty (30) years of service or less as recognized by the State Teachers Retirement System. The computed amount will be reduced by twenty percent (20%) for each year of service beyond thirty (30) years. All payments derived through this plan are subject to Federal, State and Local income taxes, but are not subject to retirement deductions. Payment shall be made the first pay in October as follows:

1. For employees retiring that are age fifty-five (55) years and older [or who obtain age fifty-five (55) in the year of separation] who are eligible for the Bellevue School's Special Pay Plan:
  - A payment made by the employer will be made to the employee's leave/special pay account.

2. For those employees retiring that are age fifty-four (54) years and younger:
  - Payment of Retirement Settlement will be made through payroll.

Retirement Settlement Formula					
Total Salary *		Percentage Factor		Years of Service **	Amount due to Employee
0 - \$4,999	X	1.2%	x		
\$5,000 - \$9,999	X	1.1%	x		
\$10,000 - \$14,999	X	1.0%	x		
\$15,000 - \$19,999	X	.9%	x		
\$20,000 - \$24,999	X	.8%	x		
\$25,000 - \$29,999	X	.7%	x		
\$30,000 - \$34,999	X	.6%	x		
\$35,000 or more	X	.5%	x		

\* **Total Salary** = amount of salary paid during the last school year of full employment including contracted amount for extra duty assignments, but not including overtime or hourly compensation for extra work.

\*\* **Years of Service** = all work experience in public education that has been recognized for placement on the salary schedule, plus up to four (4) years of full time work experience in non-public education and up to five (5) years of full time military experience.

#### 4.20 Retirement Incentive

Employees who are eligible to retire and who elect to retire during the summer immediately following their first year of eligibility shall be entitled to a one-time cash payment of six thousand dollars (\$6,000). This payment shall be in addition to any severance pay to which the employee is otherwise entitled.

For purposes of this provision, "eligible to retire" shall mean thirty (30) years of service as recognized by the State Teachers Retirement System (STRS). Employees who otherwise meet STRS eligibility for retirement but who do not have thirty (30) years of service may elect to retire, but are not required to do so, and will be deemed eligible to receive this retirement incentive payment at the time of retirement, provided that notification is made by April 1 of the year of retirement. Payment shall be made in July of the same year of the retirement notification as follows:

1. For employees retiring that are age fifty-five (55) years and older [or who obtain age fifty-five (55) in the year of separation] who are eligible for the Bellevue School's Special Pay Plan:
  - A payment made by the employer will be made to the employee's leave/special pay account.
2. For those employees retiring that are age fifty-four (54) years and younger:
  - Payment of Retirement Settlement will be made through payroll.

#### **4.21 Free Tuition For Dependents**

Dependents of members of the bargaining unit represented by the BEA may attend the Bellevue City Schools tuition-free, regardless of place of residence.

#### **4.22 Local Professional Development Committee (LPDC)**

A Local Professional Development Committee shall be formed pursuant to Ohio Revised Code 3319.22.

- A. **Committee Composition** - the committee shall consist of five (5) teachers, selected by the Association, and three (3) individuals selected by the Superintendent. In the event of a vacancy, a replacement shall be selected by the party making the original appointment.
- B. **Terms of Office** - the term of office for teacher members shall be two (2) years. The terms of office shall be as specified in the LPDC bylaws.
- C. **Committee Operation** - the committee co-chairperson shall be selected by a 6/8 majority vote of the committee members. The recording secretary shall be the official designee whose signature shall designate approval and completion of an Individual Professional Development Plan (IPDP).
- D. **Decisions** shall be made by a 6/8 majority vote of the committee members. The LPDC shall have the authority to establish its operational rules, in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.
- E. **Meeting Schedule and Compensation** - The LPDC shall meet regularly during the school year to complete its work. Teacher members shall be paid fifteen dollars (\$15) per hour for committee work performed outside the regular work day or work year.

#### **4.23 Redmen Run Program**

The purpose of the Redmen Run Program is to establish the option for an additional year of employment when a bargaining unit member retires under the following conditions and criteria.

- 1. A bargaining unit member wanting consideration for the above option shall be those bargaining unit members who are first eligible for retirement under STRS thirty (30) years of service at any age, or twenty-five (25) years of service and fifty-five (55) years of age, or five (5) years of service and sixty (60) years of age and who have been employed in the school district for at least five (5) years. Any bargaining unit member who may have surpassed any of the eligibility criteria may opt to participate in this program, however, the bargaining unit member must apply by July 1, 2006. It is the responsibility of the bargaining unit member to show evidence from STRS that the member is within his/her first year of retirement eligibility. The district Treasurer will be responsible for determining if the employee meets the eligibility for participation in the program.
- 2. A bargaining unit member shall make a written request to the Superintendent at least ninety (90) calendar days prior to the effective date of the STRS-approved retirement. The Board will act to accept the bargaining unit member's resignation due to retirement. (The exception to this will be individuals participating in the first year of the program. These members may apply by July 1, 2006.)

3. For each qualified bargaining unit member who is eligible for the incentive, said bargaining unit member shall complete the current school year (at least through May 31) and be entitled to employment for the following school year.
4. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Agreement except for the exclusions contained in section 4.23 subsection 5 and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits' package (to include insurance) for which the bargaining unit member is eligible.
5. The employment of the bargaining unit member in good standing shall end on June 30<sup>th</sup> without any further action by the Board of Education. No notice of non-renewal is required. In addition, the requirements of Article VI, Sections 6.06 and 6.07 of the Master Agreement shall not apply.
6. Each qualified bargaining unit member who retires under this program shall at the date of retirement no longer accrue sick leave for purposes of severance pay under subsection 4.18 and the bargaining unit member's sick leave accumulation shall be frozen at that time. Upon re-employment, the bargaining unit member shall begin earning sick leave in the month of re-employment.
7. Consistent with and in compliance with Internal Revenue Service regulations and rulings, a bargaining unit member who retires and returns to work under this subsection shall contribute to the Medicare program through payroll deduction.

#### **4.24 Background Checks**

Beginning with the effective date of the Master Agreement, the Board of Education shall reimburse bargaining unit members up to a maximum of sixty dollars (\$60.00), the costs incurred related to state and federal background checks required by the Ohio Revised Code.

#### **4.25 Resident Educator Program**

A Resident Educator Program shall be implemented in accordance with the Teacher Education and Licensure Standards, the guidelines and standards established by the Ohio Department of Education, all applicable laws and rules and with the provisions of this section. A Resident Educator Mentor shall be assigned to each newly hired teacher employed under a four (4) year resident educator license. The purpose of this program is to provide assistance in enhancing teaching skills and give support for professional development.

##### **A. Mentor Teachers**

1. The responsibilities of the assigned resident educator mentor teacher will include the following:
  - The mentor teacher shall follow the guidelines and procedures outlined in the Mentor and Resident Educator Teacher Notebook.



- No mentor teacher shall participate in any formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding continued employment of the resident educator.
- All interaction, written or oral, between the mentor teacher and the resident educator shall remain confidential and shall not be used by either the Board of Education or the Association in termination or non-renewal actions, unless the matter involves illegal, immoral and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or §ORC 3319.16.
- The lead mentor will have the additional responsibility to meet with other assigned mentors and resident educators to discuss any concerns. He/she will also review and suggest any revisions that should be made to the Mentor and Resident Educator Teacher Notebooks.

2. Criteria for selection of mentor teachers will be as follows:

- A mentor teacher must have a minimum of three (3) consecutive years of teaching experience and have successfully completed the requirements of the state.
- Posting of mentor positions shall be in accordance with the collective bargaining agreement. When possible, the mentor teacher should be employed in the same building, grade level and hold similar certification/licensure. If more than one (1) mentor teacher applies and meets the selection criteria, the mentor teachers shall be assigned on a rotating basis.
- A mentor teacher must have demonstrated above average teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively. If the mentor teacher fails to follow these tenets, the mentor teacher shall be immediately removed without recourse to the grievance procedure or §ORC 3319.16.

3. Compensation and Planning Time

- Assigned mentors and the lead mentor [one (1) designated from the group] shall be issued a limited supplemental contract and be compensated in accordance with the provisions of the Extra Duty Salary Schedule for each Resident Teacher he/ she mentors.
- During each semester of a school year the mentor teacher may receive the equivalent of one (1) day of release time to mentor. Additional release time may be approved by the principal.

B. Resident Educators

- Mentoring processes and procedures will be provided to the resident educators by their assigned mentors following the guidelines outlined in the Mentor and Resident Educator Teacher Notebook.
- During each semester of a school year the resident educator may receive the equivalent of one (1) day of release time for mentoring. Additional release time may be approved by the principal.

- No resident educator may be compelled to release information to the District regarding the resident educator's assessment by the Ohio Department of Education, nor may the school district administrators use such information in the evaluation of the resident educator. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.
- No later than four (4) weeks after the initiation of the Resident Educator Program, the resident educator may request a different mentor teacher be assigned. If a new mentor is assigned, the former mentor teacher shall have his/her supplemental contract terminated without recourse to the grievance procedure and §ORC 3319.16. The new mentor teacher shall receive a pro-rated share of the former mentor teacher's supplemental salary.

## ARTICLE V - ASSOCIATION RIGHTS

### **5.01 Use of Facilities and Equipment**

As the exclusive representative of the bargaining unit, the BEA shall have, in addition to other rights provided for in this agreement, the following rights:

1. Organizational use of a school bulletin board in each of the school buildings,
2. Organizational announcements in faculty meetings and faculty bulletins,
3. Reasonable use of school supplies and equipment, and
4. Use of school facilities for organizational meetings after school hours without charge upon completion of appropriate building use request form.

### **5.02 Payroll Deductions for Association Dues**

Payroll deductions of Association membership dues will be made provided written authorization from the individual member to make said deductions is delivered to the Treasurer. The dues will be deducted in ten (10) equal monthly installments, October through July. For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

### **5.03 Payroll Deductions for *Fund for Children and Public Education (FCPE)***

Payroll deductions for *Fund for Children and Public Education* contributions will be made provided written authorization from the individual employee to make said deductions is delivered to the Treasurer. Such payroll deductions will be made at the same time as Associations dues deductions. The *Fund for Children and Public Education* deductions will be made only on the basis of a minimum of one dollar (\$1.00) per month and in whole dollar amounts. Said deductions shall be on a continuous basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

### **5.04 Fair Share Fee**

Effective with the 1991-92 school year, the Bellevue City Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the BEA/NW/OEA/OEA/NEA, hereinafter referred to as fair share fee, from the pay of all bargaining unit members who elect not to become members of the Association or who elect not to remain members.

Payroll deduction of such fair share fees shall begin with the second pay period in January except that no deductions shall be made for newly-hired bargaining unit members until their second paycheck, which period shall be the required probationary period for newly-employed bargaining unit members. Such deductions shall continue through the remaining number of payroll periods for the current contract year.

Fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

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

Implementation of this fair share fee provision shall begin in the second paycheck received in January, 1992, by bargaining unit members who have elected not to be members of the Association. The Association agrees to annually notify all non-members of their right to become members of the Association during the month of September and to notify the treasurer of the Board by November 15 of all employees who elect not to become members of the Association.

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

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 written notice to the Association within ten (10) days of any claim made or action filed against the Board 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 Board. The Board may employ its own counsel at its own expense to assist with such representation.
- C. The Board agrees to 1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding; 2) permit the Association or its affiliates to intervene as a party if it so desires; and/or, 3) to not oppose the Association or its affiliate application to file briefs amicus curiae in the action.
- D. The Board acted in good faith compliance with the fair share provision of this Master 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 provision herein.

## ARTICLE VI - EMPLOYMENT PRACTICES AND CONDITIONS

### **6.01 Non-Discrimination/No Reprisals**

- A. The Board and the BEA agree that they will not discriminate against any bargaining unit member because of membership or non-membership in the BEA or as a result of participation in the processing of grievances, the bargaining process, and/or other protected union activities.
- B. All provisions of the negotiated contract shall be uniformly applied to all employees and no employee shall be discriminated against because of race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap, or constitutionally protected personal life of the employee.

### **6.02 Staff Cutback Procedures**

If the Board determines it is necessary to reduce the number of bargaining unit positions under §ORC 3319.17, or for financial reasons, the following procedures shall apply:

- A. At least sixty (60) calendar days prior to proceeding with an anticipated staff reduction, the Association president shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data including a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees. In conjunction with any reduction in force of bargaining unit members, the Board shall first make a reasonable reduction in administrative and non-teaching staff.
- B. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

Reductions needed beyond those covered by attrition shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

- 1. In making any reduction of staff, the Board shall proceed to suspend contracts in accordance with the recommendations of the superintendent who shall, within each teaching field 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 over the same three-year period.

For the purpose of these sections, "comparable" shall be defined as like ratings, i.e. Above/Meets Expectations to Above/Meets Expectations, and Needs Improvement to Needs Improvement.

- 2. Teachers on the recall list will be recalled on the basis of continuing contract status in areas for which they are certified/ licensed. Seniority shall only be used in recall situations where

the decision is between teachers who have comparable evaluations over the same three-year period.

- a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
  - b. Part-time employees shall accrue prorated seniority based upon the percentage of time worked during a school year.
  - c. If two (2) or more teachers have the same length of continuous service:
    - The date of the Board meeting at which the teacher was hired, and then by;
    - The date the teacher signed his/her initial employment contract in the district, and then by;
    - Any remaining ties will be broken by lot at the time such employees are affected by a staff reduction. All affected employees and the Association President, or his/her designee, shall have the right to be present at the time such ties are to be broken.
3. The seniority list shall be posted by March 1 of each work year. The employer shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, the first day worked, the date of hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting. The names of employees on the seniority list shall appear in seniority rank order within areas of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The names of employees who are certificated/licensed in more than one (1) area shall be included on the listing for all areas of certification.
- Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent shall make adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until posting during the succeeding school year.
4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification for which the involved employee is properly certificated/licensed.
  5. An employee whose contract is suspended as a result of a staff reduction shall be given written notification within five (5) work days of the Board's action to suspend. Reductions shall not occur more often than twice a year (effective at the start of a semester).

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
3. Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when positions become vacant or are created for which any of such employees are or become qualified. After restoration of employees with continuing contracts, those on limited contracts shall also be recalled.

Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue for three (3) years from the date of contract suspension.

4. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights and sever the employment relationship with the school district.
5. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
6. Every possible effort will be made to recall all properly certificated/licensed employees as positions become available within the three (3) year restoration period.
7. During the restoration period, a teacher shall be eligible to have his/her insurance coverage(s) continued according to the C.O.B.R.A. Law.
8. Acceptance or rejection of employment as a substitute shall not constitute the basis for the employer challenge to a teacher's entitlement to unemployment compensation benefits.

D. The administration will provide letters of recommendation for employees affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the individual.

The personnel record and all references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

- E. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

### **6.03 Vacancies**

All position vacancies (teaching, administrative, and supplemental) shall be made known to the existing staff within five (5) working days as the vacancies become known and shall be posted on the bulletin boards of all schools while school is in session, and at the Central Administration Building at all times. When a staff member who plans to retire or resign has sufficient reason for requesting that the vacancy not be announced before a specified time, that request will be honored.

When a new and/or existing position is anticipated to be filled, and approved by the Board of Education, or when applicable, the State Board of Education, such positions shall be posted on the bulletin boards of all schools while school is in session, and at the Central Administration Building at all times. When possible and as time permits, the Board of Education will make a conscious effort to provide notification of vacancies to all employees through staff email. Additionally, the BEA president shall receive all vacancy postings, both during the school year and during the summer.

Those employees who wish to be notified of vacancies which occur during the summer shall notify in writing the Superintendent of this fact by the end of the school year. As vacancies become known during the summer months notice of same shall be mailed to all individuals who requested such notification. The posting of vacancies or recommended new positions will normally occur prior to the interviewing of any applicant for a specific full-time or supplemental position.

This policy is intended to communicate with the staff as fully as possible on position vacancies and shall not restrict the administrative staff in emergency situations. Members of the existing staff who are interested in the position(s) announced will submit a written statement indicating the position desired and their qualifications within five (5) calendar days after the position is posted.

All staff members who appear to be qualified based on their training and experience shall be interviewed for said position. At least one (1) interview shall be afforded to candidates for similar positions (e.g. elementary teacher position, secondary science).

### **6.04 Summer School Positions**

Job posting procedures for summer school positions shall made be as prescribed in Section 6.03 - Vacancies.

Teachers in the Bellevue City Schools who possess proper certification will be given preference. Summer school teachers shall be paid an hourly rate which shall be calculated in accordance with the following formula:

*Base salary divided by 184 days divided by 6 and ½ hours.*

An additional amount equivalent to 25% of instructional time shall be paid for in-school conference/preparation time.



## **6.05 Teacher Contracts and Assignments**

Teacher contracts and/or salary notices (whichever is appropriate to each individual teacher) will be issued to teachers no later than June 30. Said contracts and salary notices will contain the following information:

1. Total annual salary
2. Basis for determining compensation on the salary schedule
3. Number of pay days and date first pay will be issued
4. Adopted school calendar(s) if adopted by the Board of Education

If a change in teaching assignment (building and/or subject or grade level) is anticipated for the succeeding school year, the affected employee(s) will be notified in writing prior to July 5. It shall be understood, however, that if circumstances necessitate a change subsequent to July 5, a conference will be held between the Superintendent or his/her designee and the teacher(s) to discuss the change.

In making changes in teaching assignments, as discussed in the preceding paragraph, the following shall be taken into consideration:

1. Certification
2. Qualifications (academic preparation, experience in the teaching assignment, performance)
3. Additional specialized training
4. Seniority

When individuals are equal in sections 1, 2, and 3, the person with the least seniority in the Bellevue City Schools shall be the one whose teaching assignment is changed.

## **6.06 Teaching Contracts**

Teachers who have taught in the Bellevue City Schools for at least three (3) years on one (1) year limited contracts, and have received satisfactory evaluations and are not eligible for continuing contract status, shall be issued a two (2) year limited contract. At the completion of the two (2) year limited contract, teachers who have received satisfactory evaluations and are not eligible for continuing contract status, shall be issued a three (3) year limited contract.

In order to be considered for receiving a continuing contract, teachers who anticipate being eligible to receive a continuing contract, shall notify the Superintendent or his/her designee by September 15 of the year of their eligibility.

A teacher becomes eligible for continuing contract status provided he/she (a) possesses a valid professional, permanent or life certificate, or a professional educator's license prior to January 1, 2011, and (b) has taught in the district for at least three (3) years within the last five (5) years, or has served two (2) years in the district if continuing contract status has been attained elsewhere. If the teacher possesses a professional educator's license rather than a professional, permanent, or life certificate, he/she must also complete either one (1) of the following:

1. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of course work in the area of

licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

2. If the teacher held a master's degree at the time of initially receiving a teacher's certificate or an educator license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

Continuing contract qualifications for teachers employed with an initial four (4) year Resident Educator License on or after January 1, 2011 must hold a professional educator's license, senior professional educator's license or lead professional educator's license, has held an educator license for at least seven (7) years, and meets one (1) of the two (2) qualifications listed above.

A written notice of resignation filed with the Superintendent prior to and including July 10 is automatically effective without Board approval. A written request for release from contract after July 10 may be approved by the Board.

#### **6.07 Evaluation**

Evaluation of bargaining unit members shall be based upon the Teacher Job Description which is attached hereto as Exhibit G (as found in the new district job description binder once it is completed). Evaluation will be based upon the employee's overall performance as delineated in the job description including observations within the classroom and the school environment. The forms to be utilized in the evaluation process shall be those which are attached hereto as Exhibit H. The race to the top committee, or another committee agreed upon by the Board of Education and BEA, comprised of an equal number of teachers and administrators will meet during the 2012-2013 school year to discuss and incorporate the requirements of HB 153 as it relates to evaluation. The current tool, Exhibit H, will be used until all members of the chosen committee agree on a new tool. The Board and BEA will ratify the new evaluation tool. BEA will vote on the tool.

Each school year, teachers will be evaluated by their building administrator (Principal or Assistant Principal) or educational supervisor unless otherwise notified.

During a school year there will be a consistent evaluation process used with all teachers. Each evaluation report will be based on the total performance of the teacher, including a classroom observation of at least thirty (30) minutes duration. An employee will receive the Performance Evaluation Report within at least three (3) work days after the observation and will be responsible to schedule a meeting with the principal within two (2) work days and will return the evaluation or schedule a meeting with the administrator or educational supervisor within two (2) work days. The administrator or educational supervisor may also schedule a meeting to go over the evaluation with the teacher. During this meeting there will be an opportunity to share any concerns about the report. If any rating is less than satisfactory, the administrator or educational supervisor will provide specific suggestions as to what methods or techniques should be instituted in an effort to alleviate the deficiency. The time lines will be extended for situations which are beyond the control of the administrator or educational supervisor or the teacher.

All first year teachers and those employees who are eligible for a continuing contract or a multi-year limited contract will be evaluated three (3) times by their administrator(s) or educational supervisor. One (1) visitation will be pre-arranged (within a given week) and the others will be impromptu. The administrator or educational supervisor's three (3) evaluations will occur prior to the end of October, by the middle of December, and in

March. Additional evaluations may be completed if requested by the teacher or if deemed necessary. The employee may request that another administrator complete an evaluation. Should other administrators provide input into the evaluation of a teacher, the building administrator or educational supervisor must include the names of any administrator who has provided information relevant to the conclusion(s) reached on the evaluation.

The above-stated evaluation procedures shall supersede the evaluation procedures described in §ORC 3319.11 and 3319.111 and shall be the only evaluation procedures used for members of the bargaining unit.

The Superintendent's decision to recommend non-renewal of a limited contract will be based upon the teacher's performance within the educational setting and those acts which impact upon the school community and are not constitutionally protected. If specific weaknesses or areas of concern are identified, a conference between the teacher and the evaluator will be held to discuss the weaknesses or concerns, and suggestions and instruction for improvement will be made by the evaluator. Subsequent evaluation records shall reflect the extent to which the evaluator's instructions are carried out by the teacher.

#### 6.08 Liability Insurance

- A. The Board shall purchase and pay the full premium cost for liability insurance covering each employee represented by the Association, now or hereafter employed. The specific amounts of the coverage and the carrier of such policy shall be determined by the Board of Education.
- B. The Board, through its liability insurance, shall defend any employee in an action to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee if the act or omission occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment. In addition, the school district will indemnify and hold harmless an employee if a judgement (other than for punitive or exemplary damages) is awarded against the employee for damages caused by an act or omission of the employee if the employee was acting in good faith and within the scope of his/her employment.
- C. An employee shall be granted a maximum of forty-eight (48) hours, except in emergency situations as determined by the administration, to secure professional advice before he/she is required to file a written accident report or to give an oral account of an incident to anyone other than his/her immediate supervisor or the Superintendent. In addition, prior to the making of any statements (oral or written) relative to a potential or actual lawsuit, an employee shall have the right to seek counsel from an individual(s) of his/her choice. The same right shall exist prior to the Board entering into any consent judgement or settlement in any action brought against an employee.
- D. Employees shall have the right to representation of their choice, at the employee's expense, at any formal hearing involving a complaint or incident that could result in a claim of liability and at any and all meetings, hearings, and/or depositions related to an actual lawsuit.
- E. An employee shall suffer no loss of pay as a result of attendance at any meeting, hearing, or deposition with counsel representing the insurance company related to an actual or potential lawsuit, or meetings with the employee's counsel for actual lawsuits stemming from the above-described circumstances. An employee shall suffer no loss of any type of leave to which he/she is otherwise entitled provided a written request is submitted at least three (3) days prior to the intended absence indicating the date, time, location, and person with whom the meeting is scheduled.

**6.09 Maintenance of Certificates/Licenses**

As a condition of employment, all teachers employed during and after 1988-89 school year shall maintain all their teaching certificates/licenses in effect at the time of their employment. All teachers employed prior to the 1988-89 school year, shall maintain their teaching certificates/licenses in the areas for which they are assigned for the 1988-89 school year.

**6.10 Drug-Free Workplace**

The Board of Education and the BEA shall abide by and be subject to the provisions of the federal drug-free workplace and drug-free schools and campus acts.

**6.11 Personnel Files**

- A. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be kept as confidential as permitted by law. A request for access shall be scheduled through the Superintendent. An employee may be accompanied by a representative of his/her choice at the time of review of the individual's personnel file. The employee's request to view his/her file shall not be subject to the waiting period described in paragraph E of this section and need not be submitted in writing.
- B. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. The employee may file a grievance on any material in his/her file.
- C. Unfavorable material from parents or others outside the education field shall not be placed in the personnel file unless Article 6.17 has been followed.
- D. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.
- E. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. An individual requesting to see an employee's file shall not be granted access to the file for a period of one (1) work day from the time the request is made. During this period of time the employee may review his/her file and the Administration shall make arrangements for such review.
- F. The procedures herein shall take precedence over and supersede the provisions of §ORC Chapter 1347.
- G. Record of unfavorable or disciplinary matter shall be removed from an employees personnel file two (2) years after the placement of said record(s), provided the employee has had no intervening unfavorable materials or disciplinary actions within the two (2) year duration.

**6.12 Work Day/School Year**

- A. The school year shall be one hundred eighty-four (184) days in length.
- B. The work day for all employees represented by the BEA shall consist of seven (7) hours and thirty (30) minutes with starting and ending time for the regular school day administered by the building principal and inclusive of the time periods specified in the following paragraphs:
  - 1. All employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) consecutive minutes. Employees may leave the building during this time.
  - 2. All teachers (classroom and special) shall be entitled to, during the student day, planning/conference time [for the elementary a minimum of two hundred (200) minutes per week and for the secondary a daily planning/conference period which is the equivalent of a regular teaching period]. All teachers shall have planning/conference time scheduled for each work day in which students are in attendance. Teachers needing to leave the building during their conference period/time, shall notify the office and/or principal. No employee may be assigned additional duties during this time.
- C. When the opening of school is delayed by fog, snow, etc., the faculty at each building will be required to report for duty fifteen (15) minutes prior to the end of the delay. When the schools are closed due to weather, faculty will not be required to attend any prior approved leaves.
- D. On occasion, an individual employee and a building administrator may agree to alter the required starting and/or ending time of an employee's work day. Such occasional flexibility in an employee's work day shall be administered in a manner which is neither arbitrary nor capricious.

**6.13 Class Size**

The Administration understands the importance of class size in relation to the learning environment. The Administration will make every attempt to equalize class size and keep class size at an optimum level for learning.

It is desirable to maintain uniformity in class size throughout our School District. The following guidelines will not include special education, elementary music and physical education, vocational education, special funded positions (Title I, DPPF, Auxiliary Services), nor band, choir, and typing classes. Students who are assigned to a regular classroom for mainstreaming purposes will be included in the average size.

Grade Level	Average Level	Maximum Size *
K	23-25	25
1-3	23-26	26
4-6	26-30	30
7-12	21-25	30

\* Maximum class size will not be exceeded unless extenuating circumstances make it necessary. If any class exceeds the above maximum class size, the affected teacher will discuss the issue with the building administration first. The administration shall utilize available district resources to maximize student achievement and support the needs of the students.

**6.14 Student Discipline and Teacher Protection**

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property, and at school functions. All employees shall have an expectation that the Student Code of Conduct as detailed in Board policy and Student Handbook shall be uniformly implemented and enforced within a given building and throughout the Bellevue City School District.

**6.15 Interactive Distance Learning**

The Board of Education commits to the BEA to impact-bargain over any effect of an interactive distance learning (IDL) program.

**6.16 Labor-Management Relations Committee**

The Labor-Management Relations Committee will meet on a monthly or as needed basis to discuss mutual concerns for the district. This program will be implemented by either the Superintendent and/or the BEA President both of whom shall serve as members along with two (2) to three (3) administrators and two (2) to three (3) Association members unless otherwise agreed to. The committee may schedule more meetings to address the mutual concerns.

**6.17 Complaints About Teaching Staff Members**

Any person or group having an interest in the schools of this District has the right to present a request, suggestion, complaint, or grievance concerning District personnel, the program, or the operations of the District.

It is the desire of the Board to rectify any misunderstandings between the public and the School District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

**Complaints (Verbal and Written)**

If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purposes involved. If the complaint remains unresolved, the employee will refer the complainant to the building principal to have his/her views considered further. Whether the complaint is substantiated or terminated, the individual staff member will inform the building principal or educational supervisor.

If a complaint comes first to the building principal/educational supervisor and involves a staff member, the principal/supervisor may 1) attempt to diffuse the dispute, or 2) schedule a conference between the complainant, the staff member and the principal/supervisor. The staff member being criticized will be given the opportunity to choose whether or not to participate in the conference with the complainant. If

the complainant refuses to have a conference with the staff member, the building principal/supervisor may choose to listen to the complainant and then discuss the complaint with the staff member.

If a complaint comes first to the Superintendent, the Superintendent may hear the complaint and/or redirect the complaint to the principal/supervisor or his/her designee. In all cases, the building principal/supervisor or his/her designee and the staff member will be promptly notified of the specific nature of the complaint and the name of the complainant.

During this procedure the employee will be notified of any and all related conferences or meetings and may elect to be present and have the right to representation of his/her own choosing.

No action against a staff member will be taken by the administration and/or Board without the staff member being informed of the source(s) of the complaint and has had an opportunity to respond to the complaint.

As necessary, complaints will be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint by the administration prior to discussing the matter with the employee. The employee has the right to make written responses to the complaint and findings from any and all conferences.

#### **6.18 Progressive Discipline**

Disciplinary action shall be uniformly applied, using the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. Disciplinary actions may be imposed upon employees only for just cause.

No discipline, excluding a verbal reprimand, shall be given to any employee until the employee has been issued a written statement of the charges against him/her and had an opportunity to respond to the charges in a disciplinary hearing. During such a hearing, the employee shall have the right to be represented by an Association Representative.

Records of disciplinary action shall be removed from an employee's personnel file two (2) years after the imposition or serving of the disciplinary action, whichever is later, provided the employee has had no intervening disciplinary actions.

Appeals of disciplinary actions other than terminations shall be taken exclusively through the Grievance Procedure. Appeals of terminations shall be made pursuant to Ohio Revised Code 3319.16.

#### **6.19 Computer Network and Internet Use**

Employees shall have access to interconnected computer systems within the District and to the Internet for educational-related purposes. Employees shall follow the District's policies, which shall be reviewed on a yearly basis. Employees will not be responsible for harm to others or damage to property if there is any outside interference with the District's computer system, such as, but not limited to, worms, viruses, and/or other harmful programming or vandalism.

No adverse action may be taken against any employee as a result of a breach in the software programs utilized within the District as part of the required methods of reporting students' grades, attendance, lunch count, and/or communicating with parents or guardians.

While the primary purpose of the computer network shall be work-related and in furtherance of the educational mission of the District, an employee may engage in "incidental" personal use of the network. Incidental use shall be defined as 1) brief and appropriate in content; 2) limited in volume/number; 3) not initiated at any time students are in the classroom for instructional purposes; and/or 4) completing coursework for professional development, licensure or working towards an additional degree.



## ARTICLE VII - OTHER PROVISIONS

### **7.01 Complete Agreement**

This Agreement contains the full and complete agreement between the Bellevue Board of Education and the Bellevue Education Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue whether it is covered or not covered in this contract, unless otherwise mutually agreed to or if SERB determines that a specific item not currently in the contract must be the subject of negotiations.

### **7.02 Conflict with Law or Regulations**

If any provision of this Agreement, or any application of the provisions of this Agreement to any person or persons, shall be found contrary to any federal law, regulation, ruling or order, whether now or hereafter enacted, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect.

Consistent with Ohio Revised Code 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If, during the term of this Agreement, there is a change in Ohio Revised Code 4117.10(a) which would invalidate any provision(s) of this contract, or if any provision of this Agreement is determined to be contrary to state law by a court of competent jurisdiction, only such provision shall be null and void and the remainder of the Agreement shall remain in full force and effect. Within thirty (30) days the parties shall convene an initial negotiations session and a replacement provision shall be agreed upon by the parties.

### **7.03 No Work Stoppage**

Members of the bargaining unit represented by the BEA shall not strike during the term of this negotiated contract. For purposes of this agreement the term "strike" shall be defined as in ORC 4117.01 (H).

### **7.04 Successor Agreement**

All contract language not changed by negotiations and all memos of understanding shall be carried forward in a successor agreement.

### **7.05 Duration**

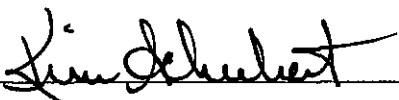
All provisions of this Agreement, unless specifically indicated otherwise, shall become effective July 1, 2012 and shall remain in full force and effect through June 30, 2015.

This Agreement may be reopened on June 30, 2014 for consideration of only the subject of base salary, not to include supplemental salaries. Either party may indicate its desire to meet and negotiate on this subject. The parties shall then commence negotiations in accordance with Chapter 4117 of the Ohio Revised Code.

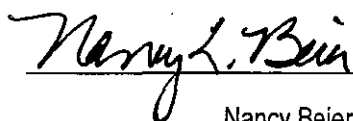
IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed on this 21 day of JUNE, 2012.

THE BOARD OF EDUCATION OF THE  
BELLEVUE CITY SCHOOL DISTRICT

BY:

  
\_\_\_\_\_  
Kimberly Schubert, Superintendent

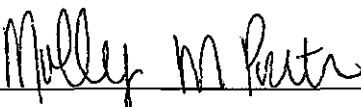
AND

  
\_\_\_\_\_  
Nancy Beier, Treasurer


AND

\_\_\_\_\_  
Michael Loughman, Attorney

AND

  
\_\_\_\_\_  
Molly Porter, Assistant Principal

AND

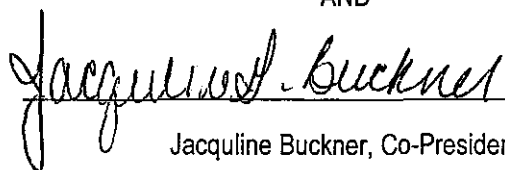
  
\_\_\_\_\_  
Shannon Turner, Principal

BELLEVUE EDUCATION ASSOCIATION


BY:

  
\_\_\_\_\_  
Cynthia Raifsnider, Co-President

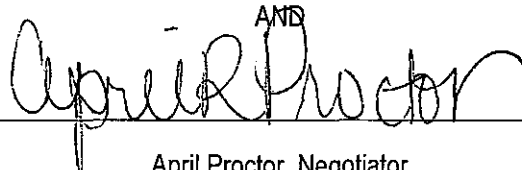
AND

  
\_\_\_\_\_  
Jacqueline Buckner, Co-President


AND

  
\_\_\_\_\_  
Donna Christman, OEA Labor Relations Consultant

AND

  
\_\_\_\_\_  
April Proctor, Negotiator

AND

  
\_\_\_\_\_  
Melissa Brown, Negotiator



**STEP 1**

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR

\_\_\_\_\_  
DATE

Disposition by Principal or other immediate supervisor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I hereby notify the Superintendent that this grievance is being appealed to Step 2. The reason for appealing is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

**STEP 2**

I hereby acknowledge that this grievance was filed with me on the date set forth below and is being appealed to Step 2:

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT OR DESIGNEE

\_\_\_\_\_  
DATE

Disposition by Superintendent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I hereby notify the Board of Education that this grievance is being appealed to Step 3. The reason for appealing is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

**STEP 3**

I hereby acknowledge that this grievance was filed with me on the date set forth below and is being appealed to Step 3:

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT OR DESIGNEE  
ON BEHALF OF THE BOARD OF EDUCATION

\_\_\_\_\_  
DATE

Disposition by Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**STEP 4**

This grievance is hereby submitted to arbitration.

\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE



---

**Bellevue City Schools Sick Leave Bank  
Benefit Request Form\***

---

Employee Name: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_

Building Assigned: \_\_\_\_\_

Total number of years teaching in the Bellevue City School District: \_\_\_\_\_

Total number of years teaching for career: \_\_\_\_\_

Have you previously donated to the Sick Leave Bank? (Check One)  Yes  No

If so, please indicate when and how many days you donated \_\_\_\_\_

Please outline the events which led to your use of all accumulated sick leave, and why it is that you are requesting assistance from the Sick Leave Bank (all information will remain strictly confidential). (Use back side of paper if necessary)

---

---

---

---

How many days are you requesting? \_\_\_\_\_

(Sick Leave Bank Benefits are awarded in increments of 5 days) \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\* Submit to BEA President



BELLEVUE CITY SCHOOL DISTRICT  
APPLICATION FOR TUITION AID

Complete the top portion of this application and submit to the Superintendent at least two weeks prior to the beginning of class.

Name of Employee: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Current Assignment: \_\_\_\_\_  
School \_\_\_\_\_ Grade/Subject \_\_\_\_\_

College/University: \_\_\_\_\_

Title of course for which tuition aid is requested: \_\_\_\_\_

College Course Code Number: \_\_\_\_\_ Number of Sem. Hrs. \_\_\_\_\_ or Qtr. Hrs. \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Expected Date of Completion: \_\_\_\_\_

This Request for Tuition Is Directly Linked to One of the Following:

IPDP \_\_\_\_\_ Building Level CIP \_\_\_\_\_ District Level CIP \_\_\_\_\_ Other \_\_\_\_\_

Cite Linkage: \_\_\_\_\_  
\_\_\_\_\_

**DO NOT DETACH**  
**APPROVAL OF APPLICATION FOR TUITION AID**

The above named course is approved for reimbursement under the Tuition Aid Program. Reimbursement will be:

\$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date Approved

**DO NOT DETACH**  
**REQUEST FOR TUITION AID PAYMENT**

For payment, complete and submit this request for payment to the Superintendent within thirty (30) calendar days after you have completed all requirements for this course and received your final grade. **A grade report or official transcript reflecting successful completion of this course and a receipt from the college/university indicating that tuition payment was made for said course(s) is attached herewith.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Submission

EXHIBIT E-1

Base Salary = \$32,897

**Bellevue Board of Education  
Salary Schedule  
2012-2013 School Year**

Step	BA	BA+12	BA+24	BA+36	MA	MA+12	MA+24	MA+30
0	32,897	33,627	34,358	35,088	35,818	36,549	37,279	38,009
1	34,328	35,121	35,914	36,706	37,578	38,371	39,164	39,957
2	35,759	36,614	37,470	38,325	39,338	40,194	41,049	41,904
3	37,190	38,108	39,026	39,944	41,098	42,016	42,934	43,852
4	38,621	39,601	40,582	41,562	42,858	43,839	44,819	45,799
5	40,052	41,095	42,138	43,181	44,618	45,661	46,704	47,747
6	41,483	42,588	43,694	44,799	46,378	47,484	48,589	49,694
7	42,914	44,082	45,250	46,418	48,138	49,306	50,474	51,642
8	44,345	45,576	46,806	48,036	49,898	51,129	52,359	53,589
9	45,776	47,069	48,362	49,655	51,658	52,951	54,244	55,537
10	47,207	48,563	49,918	51,273	53,418	54,774	56,129	57,484
11	48,638	50,056	51,474	52,892	55,178	56,596	58,014	59,432
12	50,069	51,550	53,030	54,510	56,938	58,418	59,899	61,379
17	51,500	53,043	54,586	56,129	58,698	60,241	61,784	63,327
22	52,931	54,537	56,142	57,747	60,458	62,063	63,669	65,274
24	54,362	56,030	57,698	59,366	62,218	63,886	65,554	67,222
26	55,793	57,524	59,254	60,984	63,978	65,708	67,439	69,169
27	57,224	59,017	60,810	62,603	65,738	67,531	69,324	71,117
28	58,655	60,511	62,366	64,222	67,498	69,353	71,209	73,064
29	60,086	62,004	63,922	65,840	69,258	71,176	73,094	75,012

Base Salary = \$33,390

**Bellevue Board of Education  
Salary Schedule  
2013-2014 School Year**

Step	BA	BA+12	BA+24	BA+36	MA	MA+12	MA+24	MA+30
0	33,390	34,131	34,873	35,614	36,355	37,096	37,838	38,579
1	34,842	35,647	36,452	37,257	38,141	38,946	39,751	40,555
2	36,295	37,163	38,031	38,899	39,928	40,796	41,664	42,532
3	37,747	38,679	39,611	40,542	41,714	42,646	43,577	44,509
4	39,200	40,195	41,190	42,185	43,500	44,496	45,491	46,486
5	40,652	41,711	42,769	43,828	45,287	46,345	47,404	48,462
6	42,105	43,227	44,349	45,471	47,073	48,195	49,317	50,439
7	43,557	44,743	45,928	47,113	48,860	50,045	51,230	52,416
8	45,010	46,259	47,507	48,756	50,646	51,895	53,144	54,392
9	46,462	47,774	49,087	50,399	52,432	53,745	55,057	56,369
10	47,915	49,290	50,666	52,042	54,219	55,594	56,970	58,346
11	49,367	50,806	52,245	53,684	56,005	57,444	58,883	60,322
12	50,820	52,322	53,825	55,327	57,791	59,294	60,797	62,299
17	52,272	53,838	55,404	56,970	59,578	61,144	62,710	64,276
22	53,725	55,354	56,983	58,613	61,364	62,994	64,623	66,252
24	55,177	56,870	58,563	60,256	63,151	64,843	66,536	68,229
26	56,629	58,386	60,142	61,898	64,937	66,693	68,450	70,206
27	58,082	59,902	61,721	63,541	66,723	68,543	70,363	72,183
28	59,534	61,418	63,301	65,184	68,510	70,393	72,276	74,159
29	60,987	62,933	64,880	66,827	70,296	72,243	74,189	76,136

BELLEVUE CITY SCHOOLS  
SCHEDULE OF EXTRA PAY FOR EXTRA DUTIES

**ATHLETICS**

**Head Coaches**

Football .....	18%
Basketball	
Boys (1) .....	18%
Girls (1) .....	18%
Volleyball .....	13%
Wrestling .....	13%
Track	
Boys (1) .....	11%
Girls (1) .....	11%
Baseball .....	11%
Softball .....	11%
Golf	
Boys .....	8%
Girls .....	8%
Tennis	
Boys (1) .....	8%
Girls (1) .....	8%
Cross Country	
Boys (1) .....	8%
Girls (1) .....	8%

**Assistant Varsity, Junior Varsity, Freshman Coaches**

Football	
Varsity/JV (5) .....	11%
9 <sup>th</sup> Grade (2) .....	8%
Basketball	
Varsity/JV (2) .....	11%
9 <sup>th</sup> Grade	
Boys (1) .....	8%
Girls (1) .....	8%
Volleyball .....	8%
Varsity/JV (2) .....	8%
9 <sup>th</sup> Grade (1) .....	8%
Wrestling (2) .....	8%
Baseball (2) .....	8%
Softball (2) .....	8%
Track	
Boys (2 - Varsity) .....	8%
Girls (2 - Varsity) .....	8%

**7<sup>th</sup> and 8<sup>th</sup> Grade**

Football	
8 <sup>th</sup> Grade (2) .....	8%
7 <sup>th</sup> Grade (2) .....	8%

<b>Basketball</b>	
8 <sup>th</sup> Grade Boys (1).....	8%
7 <sup>th</sup> Grade Boys (1).....	8%
8 <sup>th</sup> Grade Girls (1).....	8%
7 <sup>th</sup> Grade Girls (1).....	8%
<b>Volleyball</b>	
8 <sup>th</sup> Grade.....	8%
7 <sup>th</sup> Grade.....	8%
<b>7<sup>th</sup> and 8<sup>th</sup> Track</b>	
Boys (2).....	7%
Girls (2).....	7%
Cross Country (1 - 7 <sup>th</sup> and 8 <sup>th</sup> Grade).....	7%
<b>Wrestling</b>	
Head for 7 <sup>th</sup> and 8 <sup>th</sup> Grade.....	8%
Assistant for 7 <sup>th</sup> and 8 <sup>th</sup> grade.....	5%

**Cheerleading Advisor**

Varsity (1).....	13%
JV (1).....	8%
9 <sup>th</sup> Grade (1).....	7%
7 <sup>th</sup> and 8 <sup>th</sup> Grade (1).....	6%
Varsity Matt Maid Advisor.....	6%
7 <sup>th</sup> and 8 <sup>th</sup> Grade Mat Maid Advisor.....	3%

Boys Ticket Manager (1).....	5%
Girls Ticket Manager (1).....	5%
Weight Room supervisor.....	1.75% per bi-monthly period (10.5%)
<b>Summer camps:</b>	
Basketball (Girls and Boys).....	10%
Football.....	10%
Baseball.....	8%
Softball.....	8%
Volleyball.....	8%
Wrestling.....	8%

**MUSIC AND DRAMA**

Director of Bands, Senior High School.....	11%
Marching and Pep Band Director, Assistant.....	4%
Concert and Stage Band Director.....	4%
Concert/Women's Choir Director, Senior High School.....	6%
Director of Bands, Junior High School.....	5%
Elementary Band (plus Flex time).....	4%
Elementary Summer Band Lessons.....	4%
Drill Team Choreographer.....	5%
Director of Vocal Music, High School.....	8%
Director of Vocal Music, Junior High School.....	5%
Choraliers.....	8%
Director of Dramatics.....	11%
Director of Dramatics, Assistant.....	8%
Junior High Drama.....	5%

**CLUBS AND ACTIVITIES (ELEMENTARY AND JH)**

PHYT Club .....	3%
FCCLA .....	3%
Power of the Pen Advisor, Junior High.....	3%
Student Council Advisor, Elementary .....	3%
Student Council Advisor, JH.....	3%
School Annual Advisor, Junior High .....	3%
Firelands Challenge Advisor.....	3%
Elementary Vocal Music .....	4%

**CLUBS AND ACTIVITIES (SR HIGH)**

Art Club Advisor .....	4%
R.E.S.I.S.T. ....	4%
Class Coordinators	
Senior.....	4%
Junior .....	5%
Sophomore .....	3%
FCCLA .....	4%
Firelands Challenge Advisor.....	4%
French Club Advisor .....	4%
Key Club Advisor .....	4%
National Honor Society .....	4%
School Annual Advisor - Comet.....	11%
Science Club Advisor.....	4%
Spanish Club Advisor .....	4%
Student Council Advisor, Senior High School .....	4%
Adult Farmer/FFA/Alumni Advisor (Full-time teacher) .....	14%
Adult Farmer/FFA/Alumni Assistant Advisor (Part-time teacher).....	8%
Engineering Club .....	4%
Friends of Rachel.....	4%

**MISCELLANEOUS**

Head Teacher (as assigned and per building) .....	2%
Jr. High and Sr. High detention monitors .....	1% per nine weeks
Jr. High and Sr. High bus monitors.....	1% per nine weeks
Lead Mentor.....	4%
Mentors .....	3%
Saturday School.....	\$24.00 per hour

CURRICULAR (Extended Service)

Middle School Band – 1 day  
Middle School Family and Consumer Science – 3 days  
Middle School Guidance – 15 days per counselor (2)  
Middle School Vocal Music – 1 day  
Senior High Agriculture Education – 60 days Total for 2 Teachers  
Senior High Band Assistant – 5 days  
Senior High Family and Consumer Science – 5 days per teacher (2)  
Senior High Guidance – 15 days per counselor (2)  
Senior High Instrumental Music – 10 days  
Senior High Career Based Instruction (CBI) - 10 days  
Senior High Vocal Music – 3 days

The Board of Education shall have the authority to pay a non-certificated/licensed or non-bargaining individuals employed for a supplemental position less than the BEA Supplemental Salary Schedule.

**BELLEVUE CITY SCHOOL DISTRICT  
JOB DESCRIPTION**

**Title:** TEACHER **File 306**

**Reports to:** Principal or assigned supervisor

**Job Objective:** Plans, implements and assesses student learning experiences.

- Minimum Qualifications:**
- Valid state department of education license/certificate as determined at the time of appointment.
  - Adheres to the *Licensure Code of Professional Conduct for Ohio Educators*.
  - Anticipates time constraints. Manages tasks efficiently to meet deadlines.
  - Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.
  - Demonstrates the ability to use technology equipment/systems associated with job functions.
  - Embodies high ethical standards/integrity. Accepts personal responsibility for decisions/conduct.
  - Exhibits consistent, impartial and resourceful problem-solving skills. Interprets information accurately. Evaluates options thoroughly. Develops reasonable solutions to resolve issues.
  - Maintains a record free of criminal violations that would prohibit public school employment.
  - Meets mandated health screening requirements following a conditional offer of employment.

NOTE: Position requires successful completion of blood-borne pathogen/communicable disease child abuse/neglect training as a condition of employment. Duties may require traveling between classrooms and sharing classroom space as needed to meet the educational needs of students.

- Essential Functions:**
- 1. Teaches assigned classes/subject matters as scheduled. Plans/implements lesson plans aligned with state standards/district curriculum goals.**
    - Communicates program objectives/performance expectations to students/parents and staff.
    - Maintains a thorough understanding of subject matter and pedagogy. Organizes subject content and learning goals. Prepares instructional materials. Arranges the classroom for instruction.
    - Uses a variety of assessments to evaluate learning styles and academic needs of students.
    - Develops educational experiences and varies instructional techniques to effectively engage and advance student learning. Sustains educational environments that promote high levels of student learning/achievement. Actively collaborates with staff. Shares effective instructional strategies.
    - Uses formal and informal assessment strategies to manage student learning and monitor progress.
    - Collaborates with staff to identify/resolve problems that impede student learning. Ensures student assessment methods and planning activities are objective.
    - Follows district protocols to safeguard student information shared with staff and/or referral sources.
    - Provides opportunities for all students to participate in an inclusive educational environment.
    - Advocates for students. Observes student demeanor. Investigates/reports atypical behavior.
    - Helps students better understand themselves, make appropriate choices and grow academically. Promotes cultural awareness, self-reliance, critical-thinking and creativity skills.
    - Facilitates student learning activities that encourage teamwork and positive peer relationships.
    - Evaluates student achievement/performance. Prepares progress reports.
    - Proctors state/district testing activities as directed. Upholds mandated security procedures.
    - Requests a student evaluation when a learning need is evident. Assists with the multi-factored evaluation (MFE) process. Meets mandated paperwork time lines.
    - Plans/implements student intervention strategies that produce tangible evidence-based benefits within specified time-frames. Monitors intervention efficacy to improve outcomes.
    - Ensures that student lists and teaching materials are readily available for substitutes.
  - 2. Exemplifies professionalism and fosters goodwill to enhance the district's public image.**
    - Contributes to an effective and positive work/learning environment. Completes all assigned duties.
    - Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.
    - Encourages community participation in school-sponsored activities.
    - Helps students understand/embrace ethical conduct and democratic values.
    - Maintains a professional appearance. Wears work attire appropriate for the position.
    - Maintains an acceptable attendance record and is punctual.
    - Pursues the continuous advancement of academic standards.
    - Respects privacy and maintains the confidentiality of privileged information.
    - Strives to develop rapport and serve as a positive role model for others.
    - Values parent input and strives to keep student's stakeholders informed.



**3. Maintains open/effective communications. Serves as an information resource.**

- Actively participates in staff meetings, conferences and other required school activities.
- Prepares/maintains accurate records. Submits required paperwork on time.
- Provides prompt notification of personal delays or absences.
- Refers district policy interpretation questions to an appropriate administrator.
- Uses active listening and problem-solving techniques to resolve questions/concerns tactfully.
- Uses diplomacy/self-control when dealing with other individuals. Respects diversity.

**4. Pursues opportunities to enhance professional performance.**

- Keeps current with professional advances associated with work assignments.
- Maintains applicable credentials. Complies with all state licensure requirements.
- Updates skills as needed to use available task-appropriate technology effectively.
- Works toward mastery of individualized development/performance goals as directed.

**5. Takes precautions to ensure safety. Helps manage/eliminate risks.**

- Provides appropriate supervision. Implements effective pupil management procedures.
- Maintains high expectations for appropriate conduct. Watches for situations that may indicate a problem. Follows district protocol and state law when inappropriate behavior is encountered.

**6. Performs other specific job-related duties as directed.**

- Assists with unexpected/urgent situations as needed.
- Helps implement workplace initiatives that advance district goals.

**Working  
Conditions:**

Safety is essential to job performance. Employees must exercise caution and comply with standard safety regulations and district procedures when involved in the following situations:

- Balancing, bending, climbing, crouching, kneeling, reaching, or standing.
- Exposure to adverse weather conditions and temperature extremes.
- Exposure to blood-borne pathogens and communicable diseases.
- Interacting with aggressive, disruptive and/or unruly individuals.
- Lifting, carrying and moving work-related supplies/equipment.
- Operating and/or riding in a vehicle.
- Traveling to meetings and work assignments.

**Performance  
Evaluation:**

Job performance is evaluated according to policy provisions and contractual agreements adopted by the Bellevue City School District.

The Bellevue City School District is an equal opportunity employer. This job description identifies primary responsibilities and is not intended to be a complete list of all duties performed. This document is subject to change in response to student demographics, staffing factors, funding variables, modified operating procedures, program/curriculum changes and unforeseen events.

**Revised:** March, 2012

# Bellevue City Schools - Teacher Evaluation Instrument

Teacher \_\_\_\_\_ School \_\_\_\_\_ Evaluator \_\_\_\_\_

Specific Lesson \_\_\_\_\_ Subject/Class \_\_\_\_\_ Date \_\_\_\_\_

Above Expectations	Meets Expectations	Needs Improvement	Not Applicable		Comments/Recommendations
<b>A. PLANNING AND PREPARATION</b>					
				1. <i>Demonstrates knowledge of content and pedagogy.</i>	-----
				2. <i>Prepares effective daily lesson plans that reflect the course of study.</i>	-----
				3. <i>Participates in appraising students' skills and abilities and intervention planning.</i>	-----
				4. <i>Prepares student assessments that align with goals.</i>	-----
<b>B. CLASSROOM ENVIRONMENT</b>					
				1. <i>Creates an environment that promotes fairness and respect.</i>	-----
				2. <i>Monitors student behavior and stops inappropriate behavior while maintaining student dignity.</i>	-----
				3. <i>Effectively organizes and maintains a classroom that is safe.</i>	-----
				4. <i>Makes the physical environment conducive to learning.</i>	-----
				5. <i>Communicates appropriate expectations to each student.</i>	-----
<b>C. CLASSROOM INSTRUCTION</b>					
				1. <i>Clearly and accurately presents learning objectives to students.</i>	

Above Expectations	Meets Expectations	Needs Improvement	Not Applicable		Comments/Recommendations
				2. <i>Presents lessons using relevant methods, activities, and materials which are aligned with the objectives of the lesson.</i>	
				3. <i>Provides relevant examples and demonstrations to illustrate concepts and skills.</i>	-----
				4. <i>Actively engages all students in the learning process.</i>	-----
				5. <i>Encourages students to extend their thinking.</i>	-----
				6. <i>Summarizes lesson's learning objectives and gives clear assignments.</i>	-----
				7. <i>Utilizes a variety of assessment techniques.</i>	-----
				8. <i>Provides students with prompt feedback on in-class work, homework and assessments.</i>	-----
				9. <i>Uses instructional time effectively.</i>	-----
<b>D. PROFESSIONAL RESPONSIBILITIES</b>					
				1. <i>Maintains confidentiality and communicates in a professional manner with students and parents.</i>	-----
				2. <i>Maintains positive working relationships with colleagues.</i>	-----
				3. <i>Demonstrates punctuality and reliability.</i>	-----
				4. <i>Follows established district and building policies and guidelines.</i>	-----
				5. <i>Participates in activities that provide for professional growth and development.</i>	-----

☺ **Evaluator's Comments:**

**Teacher Comments:**

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_

*Note: Your signature denotes that you have received a copy of this report but it does not necessarily indicate agreement. If you believe any portion is not accurate, please state your concern in writing to the evaluator.*



Bellevue City Schools - School Counselor Evaluation Instrument

Counselor \_\_\_\_\_ School \_\_\_\_\_  
 Evaluator \_\_\_\_\_ Date \_\_\_\_\_

A b o v e  E x p e c t a t i o n s	M e e t s  E x p e c t a t i o n s	N e e d s  I m p r o v e m e n t	N o t  A p p l i c a b l e	Areas of Evaluation	Comments/Recommendations
<b>A. Professional Responsibilities</b>					
				1. Maintains confidentiality and communicates in a professional manner with students and parents.	
				2. Maintains positive working relationships with colleagues.	
				3. Demonstrates punctuality and reliability.	
				4. Follows established district and building policies and guidelines.	
				5. Participates in activities that provide for professional growth and development.	
<b>B. Counseling Environment</b>					
				1. Creates an environment that promotes fairness and respect.	
				2. Orients students, teachers, and parents to the guidance services available at the school.	
				3. Works with individual students as needed.	
				4. Provides small group guidance and counseling for students with similar concerns when appropriate.	
				5. Conducts interesting and relevant classroom guidance lessons.	
				6. Conducts follow-up consultation with teachers, parents and administrators who have referred students.	

A b o v e  E x p e c t a t i o n s	M e e t s  E x p e c t a t i o n s	N e e d s  I m p r o v e m e n t	N o t  A p p l i c a b l e	Areas of Evaluation	Comments/Recommendations
				7. Utilizes outside agencies and services when needed. (Mental Health, Job and Family Services, Hospice, etc.).	
				8. Provides for parent education/support through parent meetings, newsletters, and conferences.	
				9. Assists students in making the transition from school to school through orientation activities. (new students, school visits, EHOVE, etc.).	
				10. Responds to emergency referrals appropriately and in a timely manner.	
				11. Coordinates school-wide programs and services (SAPP, Life Skills, Red Ribbon, Career and College fair, PSEOP, etc.).	
				12. Provides materials and information and makes them available to students, staff, and parents when needed.	

**Evaluator's Comments:**

**Counselor's Comments:**

Signature of Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Signature of Counselor \_\_\_\_\_

Date \_\_\_\_\_

Note: Your signature denotes that you have received a copy of this report but it does not necessarily indicate agreement. If you believe any portion is not accurate, please state your concerns in writing to the evaluator.





**MATERNITY LEAVE APPLICATION**

Submit this to your principal once completed

Date Submitted \_\_\_\_\_

Teacher Name \_\_\_\_\_

Building Assignment \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

Supervising Principal \_\_\_\_\_

Your Total Accrued Sick Leave \_\_\_\_\_

Your Due Date (as determined by your physician) \_\_\_\_\_

Your Requested Date to begin leave \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_