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AGREEMENT

BETWEEN

THE BROOKLYN EDUCATION ASSOCIATION

AND

THE BROOKLYN CITY SCHOOL DISTRICT BOARD OF EDUCATION

AUGUST 1, 2015

THROUGH

JULY 31, 2018

TABLE OF CONTENTS

ARTICLE 100: SCOPE AND DURATION OF AGREEMENT	4
ARTICLE 101: SCOPE AND DURATION	4
ARTICLE 102: MANAGEMENT RIGHTS.....	4
ARTICLE 200: NEGOTIATIONS PROCEDURES	4
ARTICLE 201: RECOGNITION	4
ARTICLE 202: REQUESTS FOR NEGOTIATION.....	4
ARTICLE 203: NEGOTIATIONS MEETINGS	5
ARTICLE 204: REPRESENTATION	6
ARTICLE 205: ASSISTANCE AND STUDY COMMITTEES	6
ARTICLE 206: INFORMATION	6
ARTICLE 207: AGREEMENT	6
ARTICLE 208: MEDIATION	7
ARTICLE 209: CONFLICT WITH LAW OR REGULATION	7
ARTICLE 210: TERM AND INTERIM NEGOTIATIONS.....	7
ARTICLE 211: EMPLOYMENT PRACTICES AND CONDITIONS	8
ARTICLE 212: MEMBERSHIP/SERVICE FEE	8
ARTICLE 213: FUND FOR CHILDREN AND PUBLIC EDUCATION CONTRIBUTIONS (“FCPE”)	9
ARTICLE 300: PERSONNEL	9
ARTICLE 301: SECONDARY DEPARTMENT CHAIRPERSONS, MIDDLE SCHOOL AND ELEMENTARY SCHOOL TEAM LEADERS.....	9
ARTICLE 302: BUILDING COUNCIL	9
ARTICLE 303: GRIEVANCE PROCEDURE	10
ARTICLE 304: TRANSFERS AND VACANCIES	13
ARTICLE 305: PARENT CONFERENCE DAYS/OPEN HOUSE	14
ARTICLE 306: PERSONNEL FILE	15
ARTICLE 307: PROFESSIONAL EMPLOYMENT	16
ARTICLE 308: EVALUATION.....	17
ARTICLE 309: REDUCTION IN FORCE (R.I.F.).....	22
ARTICLE 310: SCHOOL YEAR.....	25
ARTICLE 311: STAFF REIMBURSEMENT FOR CLASS TRIPS	26
ARTICLE 312: TEACHER WORK DAY	26
ARTICLE 313: TRAVELING TEACHERS.....	26
ARTICLE 314: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	27
ARTICLE 315: BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION	29
ARTICLE 316: LONG-TERM SUBSTITUTES	30
ARTICLE 317 :SELECTION OF SUBSTITUTES.....	31
ARTICLE 318: THIRD GRADE GUARANTEE.....	31
ARTICLE 400: AUTHORIZED ABSENCES.....	31
ARTICLE 401: PARENTAL LEAVE OF ABSENCE.....	31
ARTICLE 402: PERSONAL LEAVE.....	32
ARTICLE 403: USE OF SICK LEAVE FOR ANTICIPATED ABSENCES	33
ARTICLE 404: SICK LEAVE	34
ARTICLE 405: SABBATICAL LEAVE	35
ARTICLE 406: ASSAULT LEAVE	35
ARTICLE 407: NON-COMPENSATED LEAVE	36
ARTICLE 408: JURY/WITNESS LEAVE.....	37
ARTICLE 409: FAMILY MEDICAL LEAVE ACT.....	37
ARTICLE 500: SALARY ITEMS.....	38
ARTICLE 501: INSURANCE PROGRAM.....	38
ARTICLE 502: PROFESSIONAL MEETINGS.....	42

ARTICLE 503: SEVERANCE PAY	43
ARTICLE 504: SALARY DISTRIBUTION	43
ARTICLE 505: PAYMENT FOR PERIOD SUBSTITUTION	44
ARTICLE 506: SUPPLEMENTAL PAY SCHEDULE	44
ARTICLE 507: SALARY SCHEDULE.....	45
ARTICLE 508: TUTORS AND EDUCATIONAL ASSISTANTS.....	46
ARTICLE 509: RETIREMENT INCENTIVE PLAN AND EMPLOYMENT OF RETIRED TEACHERS.....	47
ARTICLE 510: RESIDENT EDUCATOR PROGRAM.....	48
ARTICLE 511: SECTION 125 PLAN.....	50
ARTICLE 512: NATIONAL BOARD CERTIFICATION	52
ARTICLE 600: PROGRESSIVE DISCIPLINE.....	52
ARTICLE 700: COMMUNICATIONS FORUM	53
ARTICLE 800: SCOPE, DURATION AND EFFECT	54

APPENDIX

APPENDIX A	PERSONAL LEAVE FORM.....	55
APPENDIX B	SUPPLEMENTAL TEACHING ASSIGMENTS.....	56
APPENDIX C	AUGUST 1, 2015 SALARY SCHEDULE.....	61
	AUGUST 1, 2016 SALARY SCHEDULE.....	62
	AUGUST 1, 2017 SALARY SCHEDULE.....	63
APPENDIX D	PAY DATES.....	64
APPENDIX E	HEALTH INCENTIVE APPLICATION	65
APPENDIX F	SICK LEAVE BANK POLICY	67
APPENDIX G	SICK LEAVE BANK APPLICATION	68
APPENDIX H	OTES EVALUATION FORMS	69
APPENDIX I	DISTRICT STUDENT GROWTH MEASURE INDEX.....	70
APPENDIX J	SLO SCORING CALCULATOR	71
APPENDIX K	EVALUATION MATRIX	72

ARTICLE 100
SCOPE AND DURATION OF AGREEMENT

ARTICLE 101: SCOPE AND DURATION

It is mutually agreed that this agreement constitutes the entire scope of the contract between the Brooklyn City School District Board of Education and the Brooklyn Education Association. It is further agreed that the length of this contract shall be for a period of beginning August 1, 2015 and terminating July 31, 2018.

ARTICLE 102: MANAGEMENT RIGHTS

The employer retains those rights as stipulated in O.R.C. 4117.08(C)(1)-(9) except as provided for in this agreement.

ARTICLE 200
NEGOTIATIONS PROCEDURES

ARTICLE 201: RECOGNITION

201.01 The Brooklyn Board of Education (hereinafter referred to as the "Board") hereby recognizes the Brooklyn Education Association (hereinafter referred to as the "BEA" or the "Association"), an affiliate of the Ohio Education Association (OEA), Northeast Ohio Education Association (NEOEA), and the National Education Association (NEA), as the exclusive bargaining representative for the teachers and any long-term substitutes as set forth in Article 317, but excluding certified/licensed personnel devoting full time to managerial and supervisory duties and whose salary is determined by an administrative salary schedule. The definition of teacher shall be all persons certified or licensed by Ohio Department of Education, including school counselors. Expressly excluded from the bargaining unit shall be the superintendent, assistant superintendent, principals, assistant principals, central office personnel, athletic director, substitute teachers and casual Education Assistants.

201.02 Teachers who are recognized under this Agreement and who work less than the time set forth under Article 313.01 - Teacher Day shall be considered part-time employees. Part-time employees shall be eligible to receive compensation and benefits under this Agreement on a pro-rata basis unless otherwise specifically set forth in this Agreement. Such pro-rata basis shall be determined by dividing the part-time employee's contracted work day by 7 hours 45 minutes.

ARTICLE 202: REQUESTS FOR NEGOTIATION

202.01 If either of the parties desires to negotiate a successor agreement, such party shall notify the other party in writing and not earlier than the first (1st) day of January of any year in which negotiations are to take place. Notification in writing from the BEA shall be served on the President and Treasurer of the Board, and from the Board shall be served on the President and Treasurer of the BEA.

- 202.02 Within thirty (30) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging proposals for negotiation. Thereafter, neither party shall submit additional items for negotiation except with consent of the other party.
- 202.03 Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation of the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiation shall constitute a clear failure of compliance with the requirement and the proposal may be disregarded.
- 202.04 The first negotiation session shall be held not later than forty-five (45) days after the receipt of the notice to negotiate as specified in Article 202.01.
- 202.05 Upon written request of the Board or the BEA, following any fundamental change by the Ohio General Assembly, changes in federal law, or changes in rules and regulations of the State Department of Education affecting the amounts of funds available to the system, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request.
- 202.06 The parties may mutually agree to utilize an optional form of bargaining (i.e., Interest Based Bargaining, etc.).

ARTICLE 203: NEGOTIATIONS MEETINGS

- 203.01 The Board and the Association agree to abide by Section 4117.08(A) of the Ohio Revised Code.
- 203.02 Negotiations meetings shall be scheduled by mutual agreement of the parties. Prior to the conclusion of each negotiation meeting, the parties shall mutually establish the date, time, and place of the next meeting.
- 203.03 Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. In appropriate circumstances the parties agree that Saturday sessions may be necessary.
- 203.04 Negotiations meetings shall be closed to the press and the public.
- 203.05 Either party may recess for caucuses for reasonable length at any time, not to exceed thirty (30) minutes.
- 203.06 Either party may keep minutes of the meeting in such form and detail, as it may deem advisable, except that no electronic or mechanical recording shall be permitted without the express, written consent of both parties. This does not preclude any party from the use of a computer for word processing.

ARTICLE 204: REPRESENTATION

204.01 Representation at all negotiations meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the BEA exclusive of a labor relations consultant for each party. At the initial negotiations session, each party shall designate its five (5) representatives, and only those so designated shall attend the negotiations meetings unless the parties agree otherwise, provided, however, each party may have up to two (2) observers present at each meeting. Neither party shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE 205: ASSISTANCE AND STUDY COMMITTEES

205.01 Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

205.02 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.

ARTICLE 206: INFORMATION

206.01 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.

ARTICLE 207: AGREEMENT

207.01 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 tentative agreement between the representatives until all items have been so initialed.

207.02 Final tentative 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, unless it is expressly indicated otherwise, shall recommend and urge approval. Upon approval by the bargaining unit represented by the BEA, the final tentative agreement shall be submitted to the Board for approval and all of the Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be binding on both parties as of the commencement date of the agreement. The Board and the BEA shall share equally in the cost of printing all of the Contractual Agreements.

ARTICLE 208: MEDIATION

- 208.01 If final tentative agreement is not reached within forty-five (45) days after the initial meeting, or by May 15, whichever is earlier, then either party may demand mediation. When a demand for mediation is made, the parties shall mutually contact the Federal Mediation and Conciliation Service and request appointment of a mediator. The above stated time limits may be extended by mutual agreement of the parties.
- 208.02 In the event the parties are unable to reach agreement by July 31, or a date mutually agreed upon, the mediation provision shall be deemed exhausted.
- 208.03 This mediation procedure shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Revised Code Chapter 4117, and shall supersede the mediation/fact-finding procedures prescribed by that statute.

ARTICLE 209: CONFLICT WITH LAW OR REGULATION

- 209.01 If any provision of this document, or any application of the provisions of this document to any person or persons, shall be found by a court of competent jurisdiction to be contrary to any federal or state law, federal or state regulation, federal or state ruling, or federal or state order, whether now or hereafter enacted, except as permitted under ORC 4117, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. Any part so declared shall be submitted to negotiations as provided under Article 200 if either party requests such negotiations in writing. However, the Association shall not have the right to strike during the term of this Agreement due to such negotiations.

ARTICLE 210: TERM AND INTERIM NEGOTIATIONS

- 210.01 Unless terminated, or changed by mutual consent of the parties, the negotiations procedures set forth in this document and the terms thereof governing its applications and interpretations shall remain in force and shall be used in any negotiations which are required under Ohio law so long as the Board recognizes the BEA as exclusive representative of the bargaining unit. Such negotiations procedures shall not permit the Association to strike during the term of this Agreement.
- 210.02 Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after the parties mutually agree to negotiate. In the event the parties fail to reach an agreement within twenty (20) calendar days after the first negotiation session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code.
- 210.03 If agreement is not reached within twenty (20) calendar days after the first mediation session, the provisions of O.R.C. 4117.14 (D)(2) shall apply.

ARTICLE 211: EMPLOYMENT PRACTICES AND CONDITIONS

- 211.01 The Board and the BEA agree that they will not discriminate against any member of the bargaining unit because of membership or nonmembership in the BEA or as a result of negotiations, complaint or other proceedings under this document.
- 211.02 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, disability, or politics.
- 211.03 Upon notification by the other, the parties agree to meet to discuss issues of concern regarding specific provisions of the Agreement or District operations.

ARTICLE 212: MEMBERSHIP/SERVICE FEE

- 212.01 The Employer agrees to deduct BEA dues from the pay of any employee requesting that such deduction be made. Monthly dues shall be forwarded to the State Association.
- 212.02 Authorization for Union dues shall continue to be in effect from year to year until such time as an employee requests in writing to withdraw from deductions. The employer shall not recognize any written revocation unless such revocation is received by the Employer's Treasurer on or between August 22 and August 31 of any calendar year.
- 212.03 The amount of dues to be deducted for the Union shall be designated by letter to the Employer's Treasurer if the amount has changed from the previous year.
- 212.04 All dues shall be deducted in the following manner: Dues shall be deducted in nine (9) equal monthly installments, beginning with October through June. In the event a bargaining unit member's employment with the district ends (including unpaid leaves of absence) during the year, the balance of the dues owed the Association shall be deducted by the Treasurer from the member's final paycheck.
- 212.05 Service Fee - Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required to pay to the BEA, OEA, NEOEA, and NEA a service fee which shall not exceed the dues paid by members of BEA, OEA, NEOEA, and NEA who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the Association's State Treasurer. Such employee shall furnish to the Association's State Treasurer written receipts evidencing payment to such agreed upon non-religious fund. The Association agrees to hold the Board and/or its designees (agents) harmless from claims arising from the Board's and/or its designees' (agents') compliance with this service fee provision. The Association shall not hold the Board and/or its designees (agents) harmless for acts of negligence.
- 212.06 In the event an employee has not submitted a dues authorization card and has not been granted a State Employment Relations Board religious exemption, or in the event that any

Union member revokes a dues authorization, the Employer shall deduct from the salary of such employee the fee as set forth in the Union dues schedule presented to the Employer by the Treasurer of the BEA.

ARTICLE 213: FUND FOR CHILDREN AND PUBLIC EDUCATION CONTRIBUTIONS (“FCPE”)

213.01 Upon submission of the appropriate authorization form from the teacher, the Treasurer of the district shall deduct from that teacher's paycheck the authorized FCPE contribution. The Treasurer of the district shall provide the Association's Treasurer with a check made to the order of the Association's authorized FCPE organization(s). Further, the district's Treasurer shall provide a list of contributors and their contributions to the Association's Treasurer within ten (10) work days after such deductions are made.

ARTICLE 300
PERSONNEL

ARTICLE 301: SECONDARY DEPARTMENT CHAIRPERSONS, MIDDLE SCHOOL AND ELEMENTARY SCHOOL TEAM LEADERS

301.01 Secondary Department Chairpersons, Middle School and Elementary School Team Leaders may be appointed on an annual basis as listed in Appendix B.

301.02 A major responsibility of Secondary Department Chairpersons, Middle School and Elementary School Team Leaders is to coordinate the functions of their respective disciplines/teams in matters of curriculum on a K-12 basis, in cooperation with other persons responsible for curriculum at elementary, middle and secondary levels.

301.03 Job descriptions reflecting duties, responsibilities, and qualifications for the Department Chairperson shall be maintained by the Superintendent and given to each BEA member on a yearly basis. The Superintendent may make revisions to Department Chairpersons' job description effective the following school year. Duties and responsibilities of Department Chairpersons shall not include evaluation of teachers. Copies of any of the Department Chairperson job descriptions which have been changed shall be provided to the President of BEA at the beginning of each school year.

301.04 Secondary Department Chairperson, Middle and Elementary School team leaders will be compensated through a supplemental payment as per the Supplemental Pay Schedule.

301.05 The Superintendent may provide release time at his/her discretion for Department Chairpersons, Middle School, and Elementary School Team Leaders.

301.06 The BEA President shall be provided up to three days per year paid release time for Association business. The BEA President may take one additional day provided that the BEA reimburses the district for all cost associated with the substitute teacher.

ARTICLE 302: BUILDING COUNCIL

302.01 The intent of this provision is to keep open the communication lines between each building principal and his/her staff. The purpose of the Building Council is to provide a forum

through which the professional staff in each building may discuss building concerns and exchange suggestions for building improvement. These concerns for discussion may include, but not be limited to the following areas: student attendance, student conduct/discipline, and student welfare issues. The staff in each building shall determine at the beginning of each school year the process that will be used for creating building council and setting meeting dates. The teacher members of the Building Council shall be selected by the BEA members at the building. The staff in each building shall determine the number of members to serve on the Building Council with a minimum of three teachers and the building principal. The Building Council shall establish the dates on which the meetings will be held and may, by consensus, change the process at any time during the school year. A copy of each building's schedule of monthly meetings for the school year shall be posted on the bulletin board in the main office in each building by October 1 each school year.

302.02 Upon request, the administration shall provide teachers with a copy of District policies governing student behavior regulations and disciplinary procedures. Teachers will also be notified in the opening meeting that policy manuals will be available in each building for review.

ARTICLE 303: GRIEVANCE PROCEDURE

303.01 Definitions

- A. A "grievance" is a claim initiated by a teacher or the BEA that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of Board Policy or the Contractual Agreement.
- B. A "day" shall mean actual teacher working days.

303.02 Rights of the Grievant and the Association

- A. A grievant may be represented at any and all steps of the Grievance Procedure by the BEA or its affiliates or by the BEA's counsel.
- B. The Professional Rights & Responsibilities Committee Chairman of the BEA shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the standard form, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest, to the Chairman of the Professional Rights & Responsibilities Committee and the administrator involved.
- C. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the BEA or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this Grievance Procedure.

- D. A grievance that affects more than one (1) teacher may be filed on behalf of all affected teachers.
- E. All grievances shall be filed at the lowest possible level unless mutually agreed to in writing by the President of the BEA and the Superintendent or his/her designee.
- F. All formal hearings held under this procedure shall be so structured that due process under the circumstances is accorded both sides.

303.03 Time Limits

- A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- B. If a formal grievance (Level II) is not filed within fifteen (15) days after the alleged grievance occurred, the grievance shall be considered waived.
- C. If the decision on a Level II or Level III grievance is not appealed within ten (10) days after a decision has been rendered, the grievance will be deemed settled on the basis of the disposition at that step and further appeal through the Grievance Procedure shall be barred.
- D. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next term.
- F. The temporary absence of the grievant or of a principal, immediate supervisor, or Superintendent, shall toll the running of the days during the absence of such grievant, principal, immediate supervisor or Superintendent, but in no case for more than five (5) additional days except by mutual consent by the parties.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

303.04 Grievance Procedure

- A. Level I: (Informal)
If a teacher believes there is a basis for a grievance, the teacher must first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the

problem informally and must announce this meeting as Level I of the Grievance Procedure.

B. Level II: (Formal)

If the grievant is not satisfied with the results of Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in Article 303.03(B) he/she may begin a formal grievance on the standard form to his/her principal or immediate supervisor. Within ten (10) days of receipt of the form, the principal or other immediate supervisor of the grievant shall conduct a hearing and make a written decision. The decision reached at this meeting will be recorded in Level II of the Grievance Report Form signed by both parties.

C. Level III: (Formal)

If the grievant is not satisfied with the result of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her administrative designee. Within ten (10) days of receipt of the form, the Superintendent or his/her administrative designee shall conduct a hearing and make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form signed by both parties.

D. Level IV: (Formal)

If the grievant is not satisfied with the disposition made in Level III, then the grievant may file the grievance with the Treasurer of the Board of Education. Within four (4) weeks of receipt of the grievance, the Board will conduct a hearing with the grievant and his/her BEA representative. The Board, if it chooses, may have the Superintendent, the principal and/or supervisor and legal counsel present at such hearing. The Board will render a decision within ten (10) working days of the meeting. The decision reached at this meeting will be recorded in Level IV of the Grievance Report Form signed by both parties.

E. Level V: (Formal)

If the grievance is not resolved at Level IV, the Association may submit the grievance to arbitration within thirty (30) working days of the decision in Level IV. Selection of an arbitrator and the conduct of any hearing shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutual selection of an arbitrator is not achieved from a first list of fifteen (15) names submitted to the parties by the American Arbitration Association, either party shall request a second list of seven (7) names and will alternately strike to select an arbitrator. The party to strike the first name shall be determined by a flip of the coin. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In the event that a case is appealed to an arbitrator, which he/she determines that he/she lacks

authority to decide, it shall be referred back to Board of Education with a notification to the administration without decision or recommendation on its merits.

In cases where arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to the hearing on the merits of the issue by the arbitrator unless otherwise agreed by the parties.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the effect of law. The cost of the arbitrator and the hearing room shall be divided between the parties in the following manner, loser pays eighty-percent (80%) of the cost and the winner pays twenty percent (20%) of the cost. The arbitrator's award, if within his/her authority, shall be final and binding upon the parties.

303.05 Miscellaneous

- A. A teacher may not be represented by any teacher organization other than the BEA in any grievance or concern initiated pursuant to the provisions of this contract.
- B. Decisions rendered at all formal levels of this procedure shall be in writing setting forth the disposition and the reason therefore and will be transmitted promptly to all parties involved in the grievance including the BEA.

ARTICLE 304: TRANSFERS AND VACANCIES

304.01 A vacancy occurs when the Board determines to fill the position of a bargaining unit member who leaves his/her position for any of the following reasons:

- 1. Death
- 2. Retirement
- 3. Resignation
- 4. Termination
- 5. Non-renewal
- 6. Creation or restoration of a bargaining unit position
- 7. Transfer of a bargaining unit member.

Whenever a vacancy in any position in the District occurs during the school year, the Superintendent shall cause the same to be publicized by posting written notice(s) of said vacancy(ies) on the bulletin board of each building's main office. No vacancy shall be filled, except in the case of emergency and on a temporary basis, until such vacancy shall have been posted for at least five (5) days. If any vacancy should occur during the summer months, a list of such vacancies shall be made available to any member of the professional staff upon request to the Superintendent. Posting requirements of this section of the contract shall not apply between August 1st and the first teacher duty day of the next school year.

- A. When a vacancy occurs in the bargaining unit, any applicant from the bargaining unit who is certified/licensed for the vacancy shall be offered an interview for the position. Bargaining unit applicants shall be given consideration over non-bargaining unit applicants. If an outside candidate is selected over an internal applicant(s), written reasons will be provided to the internal applicant(s) upon request. A vacant position shall be defined as a previous existing position which becomes unoccupied for which no incumbent has a legal or contractual right to such position in the future or a newly created position in the bargaining unit.
- B. Any vacancy which occurs prior to November 1 of each school year shall not be filled on a temporary basis and shall be filled by a limited contract teacher who shall have all contractual rights.

A vacancy which occurs after November 1 of each school year may be filled by a substitute.

304.02 When a teacher is involuntarily transferred from an assignment, the Superintendent will provide such teacher with written reasons for such transfer if requested. The Superintendent shall provide the affected bargaining unit member the right to meet with the administration to discuss reasons for the involuntary transfer. A teacher being involuntarily transferred will be placed in a position that involves no reduction in total compensation, impairment of tenure, and in an area for which the teacher is appropriately certificated. In the event an involuntary transfer occurs due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the unit member in the subject area or grade level in the affected building with the least system seniority shall be transferred.

ARTICLE 305: PARENT CONFERENCE DAYS/OPEN HOUSE

305.01 As part of the one-hundred eighty (180) school days, there shall be two (2) parent conference days. The Superintendent shall schedule these parent conference days during the first and third marking periods after progress reports have been distributed.

- A. Conferences with parents will be from 3:30 P.M. to 5:30 P.M., and from 6:30 P.M. to 9:00 P.M. Building staffs and administrators may mutually adjust the specific hours of the parent conferences as long as the parent conferences last at least 4½ hours at the conclusion of the student day and that the teachers receive a one hour break for dinner (not to be included in part of the 4½ hours). In the event of emergency absence the teacher shall arrange the hours so as to schedule the required conferences. Administrative input will be encouraged as it relates to scheduling parent conferences. The day following, the schools shall be closed.
- B. On parent conference days, traveling teachers with assignments at both the elementary and secondary level shall schedule all their parent conferences during the hours of 3:30 P.M. to 5:30 P.M. and 6:30 P.M. to 9:00 P.M. The day following, the schools shall be closed. Part-time teachers will schedule conferences for a time period proportionate to their full workday. Additional time necessary to complete these conferences, as pre-approved by the administration, will be compensated at the night supervision rate.

305.02 Teachers shall attend Open House for a maximum of two hours. Traveling teachers shall attend one open house.

ARTICLE 306: PERSONNEL FILE

306.01 There shall be, in the office of the Treasurer, the official personnel file for each teacher in which shall be deposited only the following items:

- A. Application for employment.
- B. Copy of employment contracts.
- C. Copy of salary notices.
- D. Ohio teaching certificate/license(s).
- E. College/university transcripts and credentials. (Access to letters of reference will not be granted wherein such were written under a confidential status.)
- F. Record of tuberculosis and other health tests.
- G. Written statements regarding conferences, together with any written teacher replies thereto.
- H. Performance evaluations. Where evaluations have not been performed in accordance with the timelines and procedures as set forth in Article 308-Evaluation, such evaluation shall not be placed in the teacher's file. Any related documents may be included in the teacher's file only after the teacher has timely received copies of such documents.
- I. Official letters of commendation and professional certificates of award.
- J. Record of military service.
- K. Official letters of reprimand and any other disciplinary records.

306.02 Members shall have the opportunity to read any material before it is placed in the member's personnel file. The member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. The signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the member. If a staff member disagrees with the content of a document, he/she may write:

"I have read this document but do not agree with the content. (Signature.)"

306.03 Members shall have the opportunity to reply to derogatory material in written statement to be attached to the filed copy. No inaccurate material shall be placed in a member's file nor

be made a matter of record. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

306.04 All materials placed in the teacher's personnel file after initial employment shall be open to that teacher at any time. Any teacher who elects to review his/her file may be accompanied by a representative of the BEA. The BEA President shall have the right to examine the complete file pertaining to that member. Upon the request of the teacher, one copy of any document in his/her file will be provided him/her at no cost in any school year. The Board and the BEA strongly recommend that each teacher review his/her personnel file annually.

306.05 A teacher shall be notified when a request to review the teacher's personnel file is made by a person other than an administrator, and the teacher shall be given a reasonable amount of time to review his/her file before the file is provided to the person making the request.

306.06 Any letter or document of reprimand to a teacher shall be removed from the personnel file after a period of 36 months if no action of a similar nature occurs within that time frame.

306.07 Principal's Records

Records kept by the principal must be forwarded annually to the master personnel file in the Department of Human Resources; however, principals may keep copies of said records.

ARTICLE 307: PROFESSIONAL EMPLOYMENT

307.01 Teachers who meet minimum statutory qualifications for teaching positions in the district shall be employed under limited teaching contracts not to exceed five years as recommended by the Superintendent and approved by the Board of Education at its regular Board meeting in the month of May.

307.02 Procedure For Consideration Of Continuing Contract Status

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by October 15th of the school year in which the teacher becomes eligible. The teacher must have on file by April 1 of the school year of tenure eligibility any necessary licensure and/or degrees/coursework in accordance with applicable state law and/or regulation.

The teacher must have taught for at least three of the last five years in the Brooklyn City School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Brooklyn City School District in order to be eligible for tenure.

Teachers who complete the requirements and submit the appropriate documentation to the Board for continuing contracts by April 1 of each year as set forth above, shall be considered for continuing contract by the Board prior to action regarding any reduction in force, but no later than June 1. The Board shall act upon all teachers eligible for continuing contracts prior to taking action to suspend the contracts of teachers due to a reduction in force. (see 308.02 H for application date).

307.03 The District shall provide to the Union president, in his/her mailbox, upon receipt of and/or in a timely manner, a copy of notices of, agendas, and minutes of each Board meeting and any commission established affecting the operation of the Brooklyn City Schools.

307.04 The provisions of this section shall supersede any and all conflicting provisions of the Ohio Revised Code with respect to teacher contracts.

307.05 If a bargaining unit member is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent may recommend that the Board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the Superintendent intends to make such a recommendation to the Board, he/she will notify the member and the Association President in writing of same at least ten (10) days prior to the Board meeting at which the recommendation will be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member will be notified of same by June 1. In addition, prior to the end of the school year, the Superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the Board's action by June 1. This provision expressly supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

307.06 Filing and Maintenance of Certificates/Licenses

The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

ARTICLE 308: EVALUATION

308.01 Purpose

The major goals of staff evaluation are to insure effective teacher performance, to assess teacher performance, and to provide for ongoing growth and development of the individual teacher in order to ultimately improve teaching performance. The parties agree that during the 2015-2016, 2016-17 and 2017-18 school years, the BEA and administration will meet quarterly in order to review, assess, and, if necessary, refine the OTES evaluation procedure as mutually agreed by the evaluation committee. The new procedure shall remain in effect until any changes are recommended to the superintendent and adopted by the Board of Education and ratified by the Association.

308.02 Procedure for Ohio Teacher Evaluation System (OTES)

- A. All teacher evaluations will follow the law set forth in Ohio Revised Code.
- B. Each summative evaluation of a teacher on a continuing contract shall be based on a minimum of two (2) classroom observations that shall be of at least thirty

(30) minutes duration, as well as up to 2 walk-through observations per observation. There will be three (3) observations and two (2) walk-throughs per observation for a teacher on a limited contract. Additional walk-through observations shall be used to gather information on district technology use and teacher resource needs. However, additional walk-throughs will not be part of the employment evaluation.

- C. The evaluator will hold a conference with the teacher before the first announced observation. In place of the preconference meeting, and if agreed by both parties, preconference information may be submitted to the evaluator in writing.
- D. Within ten (10) days after each observation, the evaluator shall provide a written observation report to the teacher.
- E. The evaluator shall meet with the teacher within five (5) work days after each written observation report has been submitted to the teacher. This meeting will be to discuss the observation and to make suggestions, to correct any deficiencies and/or to create a professional growth or professional improvement plan.
- F. If there are areas set forth in the observation report which are noted as “Developing” or “Ineffective”, the evaluator shall make specific written suggestions as to how the teacher can improve in those areas.
- G. Within 10 days of completion of the final observation post conference, the evaluator will meet with the teacher to discuss the summative evaluation.
- H. The first observation and conference must be completed by November 30th.
- I. The second and possible third observation and conference shall be completed by April 15th.
- J. There shall be at least three (3) weeks between each observation.
- K. A teacher’s final evaluation report must be completed, according to ORC, by May 10.
- L. Teachers traveling between buildings will be observed once at each building, with three (3) possible observations.
- M. A teacher on a continuing contract who receives an overall rating of “Accomplished” on his/her most recent evaluation shall be evaluated every three other school years. A teacher on a continuing contract who receives an overall rating of “Skilled” on his/her most recent evaluation shall be evaluated every two years.
- N. A teacher with above expected levels of student growth will develop a professional growth plan (Appendix H) and may choose their credentialed evaluator for the evaluation cycle.

- O. A teacher with expected levels of student growth will develop a professional growth plan (Appendix H) collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.
- P. A teacher with below expected levels of student growth will develop an improvement plan (Appendix H) with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.
- Q. If professional development is required or recommended, the BOE will provide for the allocation of financial resources to support professional development.
- R. Teachers employed as long-term substitutes who are recognized under Article 201.01 of the agreement shall have the evaluation and non-renewal rights as set forth in Article 317.

308.03 Criteria for OTES

- A. The evaluation form(s) shall be those required by the State of Ohio, Ohio Revised Code. (Appendix H)
- B. 50% of the evaluation shall be Teacher Performance, based on the Seven (7) Standards for Teacher Performance (Appendix H):
 - 1. Students – Teachers understand student learning and development and respect the diversity of the students they teach
 - 2. Content – teachers know and understand the content are for which they have instructional responsibility
 - 3. Assessment – teachers understand and use varied assessments to inform, evaluate and ensure student learning
 - 4. Instruction – teachers plan and deliver effective instruction that advances the learning of each individual student
 - 5. Learning Environment – teachers create learning environments that promote high levels of learning achievement for all students
 - 6. Collaboration and Communication – teachers collaborate and communicate with students, parents, other educators, administrators and the community to support learning
 - 7. Professional Growth and Responsibility – teachers assume responsibility for professional growth, performance and involvement as individuals and members of a learning community

- C. 50% of the evaluation shall be Student Growth Measures. (Appendix I & J) Teachers will determine student growth based on the following teacher categories:
1. **A1** teachers teach only courses which provide a value added score from the state of Ohio, and said value added will count as 50% of the teacher's evaluation
 2. **A2** teachers teach some courses that provide a value added score from the state of Ohio and some courses which do not. Student growth measures for these teachers will be a combination of value added scores and growth determined by local measures. The final percentage will be proportionate to the teacher's schedule.
 3. **B** teachers are those who administer a vendor assessment that is approved by the state of Ohio. Student growth will be determined using the formula deemed acceptable by the vendor assessment, and will count as 50% of the teacher's evaluation.
 4. **C** teachers teach courses that have neither value added nor a state approved vendor assessment. These teachers will use an assessment that is approved by the evaluation committee, and will count the data as 50% of the teacher's evaluation.
- D. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based on the evaluation matrix of the State of Ohio (Appendix H)

308.04 Evaluators

Each evaluation shall be made by properly certificated/licensed administrators employed by the Brooklyn City Board of Education designated by the Superintendent.

308.05 Teacher Responses

If the teacher disagrees with the content of a written evaluation, he/she shall have the right to submit a written rebuttal within ten (10) work days after he/she receives the written Teacher Evaluation. The rebuttal shall be attached to the Teacher Evaluation. Such rebuttal will contain specific reasons why the teacher disagrees with the report.

308.06 General

Nothing included herein shall prohibit administrators from observing the overall performance of a member of the teaching staff during the workday and from making written and oral comments on such observations of overall performance.

308.07 Grievances

Any grievance filed pertaining to this evaluation procedure shall concern compliance with the procedural aspects of evaluation only. No grievance may be filed regarding the content of observation or appraisal reports or recommendations and/or criticisms contained in such reports or made in an evaluation conference. However, if an evaluation is offered to support a discharge challenged in a grievance under Article 303, then the grievant may

challenge any alleged factual inaccuracy in the evaluation. However, the opinion or judgment of the evaluator will not be subject to challenge.

308.08 If the Superintendent intends to recommend nonrenewal of an employee's teaching contract (except for purposes of reduction in force under Article 310), then the Superintendent shall so advise the employee in writing at least one (1) week prior to the meeting at which Board of Education action on the recommendation is anticipated. The Board of Education shall act on the recommendation for contract non-renewal no later than June 1 of the school year. The employee and his/her representative shall be offered the opportunity to meet with the Superintendent to discuss the reasons, (which shall be provided in writing if the employee requests), for the recommendation in advance of the Board meeting. If the Superintendent is not reasonably available for a meeting with the employee during the week preceding the Board meeting, then more than one week's notice shall be given so as to permit a meeting. This provision, and employee rights under Article 303, supersedes statutory rights for hearings and appeals to the Board and to Court, including those provided in H.B. 330, R.C. §3319.11 - §3319.111. Teachers who are employed as substitutes and who are recognized under Article 201.01 shall have those rights as set forth in Article 317.

308.09 Evaluation for non OTES certified employees

- A. The major goals of staff evaluation are to insure effective employee performance, to assess employee performance, and to provide for ongoing growth and development of the individual employee in order to ultimately improve employee performance. The parties agree that during the 2015-16, 2016-17 and 2017-18 school years, the BEA and administration will meet quarterly in order to review, assess, and, if necessary, refine the Non-OTES evaluation procedure as mutually agreed by the evaluation committee. The new procedure shall remain in effect until any changes are recommended to the superintendent and adopted by the Board of Education and ratified by the Association.
- B. Within ten (10) days after each observation, the evaluator shall provide a written observation report to the employee.
- C. The evaluator shall meet with the employee within five (5) work days after each written report has been submitted to the employee. This meeting will be to discuss the observation and to make suggestions, to correct any deficiencies and/or to create a professional growth or professional improvement plan.
- D. If there are areas set forth in the written report which are noted as “Developing” or “Ineffective”, the evaluator shall make specific written suggestions as to how the employee can improve in those areas.
- E. Within 10 days of completion of the second observation post conference, the evaluator will meet with the employee to discuss the formal evaluation.
- F. The first observation and conference must be completed by the end of the first semester.

- G. The second and possible third observation and conference shall be completed by April 15th.
- H. There shall be at least three (3) weeks between each observation.
- I. An employee's final evaluation report must be completed by May 10.

308.10 Comparable Evaluations

- A. During the 2015-16, 2016-17 and 2017-18 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for purposes of the negotiated reduction in force. As such, the provisions of Article 310 shall serve as the procedure followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2015-16, 2016-17 and 2017-18_ school years. For the purposes of this agreement Comparable Evaluations shall be defined as follows:
 - 1. Accomplished
 - 2. Developing/Skilled
 - 3. Ineffective
- B. For the 2015-16, 2016-17 and 2017-18 school years only, any teacher who is deemed Developing in their performance evaluations but is rated Ineffective overall due to below average student growth data shall be considered Developing for the purposes of this Article.

308.11 eTPES Reporting Guidelines

For the 2015-2016, 2016-17 and 2017-18 school years, the parties shall not report any information on teacher performance on standards beyond the teacher's Final Summative Rating into the eTPES system or any other system required by the State. However, data related to student growth measures shall be uploaded/input into the eTPES system or any other system required by the State.

ARTICLE 309: REDUCTION IN FORCE (R.I.F.)

The Board recognizes that reduction in force can result in the loss of experienced, well-trained faculty. However, enrollment declines, and financial constraints, among other factors, may require a reduction. If, after the effective date of this contract, the Board determines that it is necessary to effect a reduction in the number of certificated/licensed teaching staff positions for reasons set forth in law, then the reduction will be achieved in the following manner:

309.01 Attrition:

- A. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for members of the bargaining unit who retire or resign or whose limited contracts are not renewed for reasons unrelated to a planned reduction in force. The employment of replacements for some positions may be necessary in the event that teachers in the district do not possess the necessary certification/license and/or qualifications for the position to be filled.
- B. Certificated/licensed Education Assistants shall acquire and retain seniority rights only for the certificated/licensed position of education assistant. A RIF affecting the position of certificated/licensed Education Assistant shall accord layoff, bumping, and recall rights to the position of Education Assistant. Certificated/Licensed Education Assistants shall have no rights affecting layoffs and recalls among the other bargaining unit positions.

309.02 Suspension of Contract:

- A. Criteria: Within each area of certification/license to be reduced, reductions not achieved by attrition shall be accomplished first by suspending the contracts of teachers who do not have continuing contracts and secondly by suspending continuing contracts. Among teachers within each of these groups (i.e., the group holding continuing contracts and the group holding limited contracts in each area of certification to be affected by the reduction), preference shall be given to members of the bargaining unit with longer continuous service in the Brooklyn City Schools. Effective for the 2018-2019 school year, seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.
- B. Retention: The names of all teaching personnel shall appear in order of seniority on a list in each of his/her areas of certification/license.
- C. Notice: The Board shall send written notice of suspension by certified mail, return receipt requested, to the affected teachers. Alternatively, the Board may have suspension notices personally delivered to affected teachers. The BEA President shall be provided with a list of the suspended teachers and the reason(s) for each suspension.
- D. If a teacher is to be reassigned because he/she would otherwise have been suspended, in accordance with this Article, such teacher shall have the express right to opt for suspension status.

309.03 Recall:

- A. Any teacher whose name appears on the Reduction in Force List shall be offered reemployment when a position becomes available for which he or she is certificated/licensed and qualified as per paragraph 310.02(B) above.

- B. The Superintendent's office will give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Superintendent's office of any change in address.
- C. A teacher on the Reduction in Force List shall, upon acceptance of an offer of reemployment, return to the system with the same seniority, accumulations of sick leave days, and salary schedule placement as the teacher would have received in the year following suspension. A teacher, whose contract is suspended, who is offered a part-time position may choose to accept or reject the position yet shall remain on the recall list for the next available position for which he/she is certified/licensed that would provide a full-time position.
- D. Teachers who hold a limited contract will remain on the Reduction in Force List for a period up to August 31, in the third calendar year following their suspension, thereby granting to limited contract teachers a period of 36 months on the recall list. Teachers who hold a continuing contract shall remain on the Reduction in Force List for a period up to August 31, in the sixth calendar year following their suspension, thereby granting to continuing contract teachers a period of 72 months on the recall list. If a teacher on the Reduction in Force List has accepted employment with another district, at the time he/she would be recalled, then the Board will offer the recall to the teacher. Such teacher shall have ten (10) days after the date of the offer of recall to accept such position in writing and shall provide the Brooklyn Superintendent with a letter from his/her present employer stating that such employee will be released from his/her contract so as to report to work in Brooklyn within fifteen (15) days of the offer of recall. If the teacher does not provide such a letter from the present employer and/or does not accept recall within ten (10) days of the offer of recall and/or does not report to work within fifteen (15) days, such teacher shall be removed from the recall list. If a teacher is offered reemployment and fails to accept the offer within ten (10) days, the teacher will be immediately removed from the Reduction in Force List. After being removed from the Reduction in Force List, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment by the Brooklyn City School District.
- E. Effective for the 2018-2019 school year, seniority shall not be the basis for a decision to recall a teacher, except when making a decision between teachers who have comparable evaluations.

309.04 Continuous Service:

As used in this Article, "continuous service" shall mean the time period of the teacher's continuous employment in the Brooklyn City School District since the most recent date of hire by the Board of the teacher. Time spent on unpaid leave of absence and reduction in force shall be deducted when computing continuous service but shall not be considered a break in continuous service.

309.05 Reduction in Force List:

Within fifteen (15) days after the Board sends out suspension notices, it shall prepare, post and send to the BEA President a Reduction in Force List. The Reduction in Force List shall state:

- A. All positions in each area of certification/licensure affected by the reduction in force:
- B. The names and length of continuous service of all teachers within each affected area of certification/licensure; and
- C. Whether or not the teacher was suspended.

Copies of this list shall also be sent to each teacher on suspension. The list shall be kept current and updated copies shall be sent to the BEA President and to each teacher on suspension.

309.06 Job Placement

The Board also agrees to aid any teacher removed through reduction in force to find a comparable position in an area school.

ARTICLE 310: SCHOOL YEAR

310.01 The school year for teachers shall be one hundred eighty-four (184) days. This includes one hundred eighty (180) days with students in session, two (2) record days, and two (2) inservice days. The student day will be scheduled in a manner to allow the teachers time for grading and record completion at the end of the first three (3) marking periods. On the last day of the first, second and third marking periods, students will be dismissed after they have met the state minimum student day. The remainder of such day shall be for teacher grading and record completion.

310.02 The two (2) required in-service days shall be defined as days to be utilized for training purposes, curriculum improvement, and improvement of teaching. The in-service programs will be mutually planned by the administration and a committee of five (5) teachers appointed by the President of the BEA. The first in-service day of each year shall be the first day that teachers are scheduled to report to work. The second in-service day shall be scheduled on a day mutually agreeable to the Board and BEA. Schools will not be in session on NEOEA Day and it will be an unpaid day.

310.03 Every effort will be made by the Board to provide in the school calendar for a ten (10) calendar day break at the time of the winter holiday period.

310.04 In the event that the district elects to make up calamity days/hours, the makeup days/hours shall be scheduled by the Board following consultation with the BEA. Teachers are not required to make up calamity days/hours except on days when students are in attendance. On such make up days, teachers will not receive additional compensation.

ARTICLE 311: STAFF REIMBURSEMENT FOR CLASS TRIPS

311.01 Trips for the benefit of an entire grade of students may be approved by the Superintendent or his/her designee. These trips have general value to the students through a social, historical, recreational and personal perspective. Much planning and preparation must be done preliminary to these trips. Therefore, each coordinator/director of a trip shall be responsible for the planning, directing and coordinating of the respective trips and shall be compensated as provided by the Supplemental Pay schedule.

311.02 Since each of the trips requires extensive time and responsibility beyond the regular teaching days, the following method of reimbursement shall apply:

For each day of overnight trips, all teachers who serve as chaperones shall be paid in accordance with the Supplemental Pay Schedule. For each day of overnight trips one coordinator/supervisor shall be paid in accordance with the Supplemental Pay Schedule.

ARTICLE 312: TEACHER WORK DAY

312.01 The work day for teachers will be seven hours and forty-five minutes. The workday for teachers may begin as early as 7:20 a.m. and end no later than 3:50 p.m. unless otherwise agreed upon by the Superintendent, BEA President and the affected employee. Within these time frames, each teacher shall have a minimum 30-minute duty free lunch. Teachers in grades K-5 shall receive specialist instruction time (art, music, physical education) of at least 200 minutes per week. Each teacher shall be guaranteed at least 80 minutes of individual planning time each day (in increments of at least 40 minutes) during the teacher work day. Twice per month teachers will utilize a 40-minute block of individual planning time as collaborative planning time to work within the Five-Step Process of the OIP with their Teacher-Based Teams. Each teacher shall be guaranteed collaborative planning time. Time when students are in the classroom cannot be considered individual or collaborative planning time. Some reasonable flexibility will be allowed on days with scheduled faculty meetings, mandated testing weeks, professional development, and other special events, delayed start days, etc.

312.02 Teachers are required to be in their assigned buildings during the teacher's day. If it becomes necessary for a teacher to leave the building during a conference/planning period, prior approval must have been obtained from the building principal or his/her designee. If a teacher plans to leave the building during lunch, he/she must inform the building principal or his/her designee.

312.03 Elementary teachers shall not be assigned to supervise playground or cafeteria duty.

312.04 During the secondary teaching day, no teacher will have more than six (6) assignments. Each teacher shall receive conference/planning as set forth in 312.01. In addition, each teacher will have one (1) uninterrupted thirty (30) minute lunch period.

ARTICLE 313: TRAVELING TEACHERS

313.01 Travel time for teachers who are required to travel between rooms as part of their daily schedule shall be reasonable, as determined by administration, given the circumstances of

the teacher's assignment. Traveling teachers shall not be responsible for unsupervised students during his/her travel time. Each traveling teacher shall be provided conferences/planning time of at least 80 minutes, as set forth in Article 312, and such time shall exclude the teacher's reasonable travel time above.

ARTICLE 314: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The establishment of Local Professional Development Committees is authorized and required by Senate Bill 230.

A. Name, Scope, and Number of Committees:

The Brooklyn City School District LPDC shall be the official licensing body for the Brooklyn City School District as provided for in O.R.C. 3319.22 (A) and O.A.C. 330.24-08.

The Brooklyn City School District Local Professional Development Committee (hereinafter LPDC) will operate district-wide in its scope and shall review course work and other professional development activities completed by educators within the district and used for the renewal of certificates and licenses. The approval of the LPDC is required and noted by an e-signer approving the application in the online system. Decisions of the LPDC are not subject to the grievance procedure.

B. Committee Membership and Qualifications:

1. The Brooklyn City School District LPDC shall be comprised of three certified representatives appointed by the BEA and two administrators and one alternate administrator appointed by the Superintendent. Terms of appointment will be based on a fiscal calendar beginning July 1, 1999. The length of members' terms shall be three year terms in a staggered format as determined by BEA and the Superintendent by April 1, 2001:
2. Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.
3. Members may repeat their service on the committee without interruption. Each committee member must have a minimum of three (3) years of professional experience.
4. In case of a vacancy for a teacher member position, a teacher will be appointed by the BEA President. In case of a vacancy for an administrative member position, an administrator will be appointed by the Superintendent.

Any member appointed to fill a vacancy occurring prior to the expiration date of the term for which he/she was appointed shall hold office as a member for the remainder of that term.

C. Meetings and Compensation of Members:

1. The committee shall meet as deemed necessary by the LPDC working in collaboration with the Superintendent to review proposed plans and proposals for coursework, CEU's/PDU's (contact hours), and EAP's (Equivalent Activity Points.) The time and location of meetings shall be determined by the members of the LPDC. As stipulated by the Ohio Department of Education, the provisions of the Open Meetings Act (Sunshine Law) shall apply to the deliberations and activities of the Local Professional Development Committee as it serves as the subcommittee of the Board.
2. Three of five members must be present to conduct a meeting, a majority of whom must be BEA members. All rendered decisions of approval by the LPDC shall be based on at least three affirmative votes.
3. Minutes of each meeting shall be available to each building, the Superintendent, BEA President, LPDC members, and the Treasurer of the Board of Education through the shared drive. The treasurer of the Board of Education shall maintain a copy of each meeting's minutes as a public record.

D. Roles and Terms of Office:

1. The LPDC shall elect a chairperson who shall serve for a one year term and may succeed him/herself. Among the duties of the Chairperson are to:
 - a. Preside at all LPDC meetings;
 - b. Establish a meeting calendar, call all meetings, and set all agendas;
 - c. Ensure that LPDC and IPDP processes and procedures are followed;
 - d. Serve as a liaison to other district professional development committees;
 - e. Serve as the appeals process contact and liaison;
 - f. Serve as one of the LPDC reviewers of district educator professional development plans used for certificate/license renewals;
 - g. Suggest training needs of LPDC members;
 - h. Register to be an e-signer for Ohio Department of Education's online license renewal;
 - i. Oversee the training for all new committee members.

2. The LPDC shall elect a Secretary/Recorder who shall serve for a one year term and may succeed him/herself. The Secretary/Recorder will work with the Committee and at the direction of the Chairperson to insure that the LPDC process and communications are effective and efficient. Included in the duties of the Secretary/Recorder are to:
 - a. Keep accurate minutes of the LPDC meetings;
 - b. Keep LPDC membership records up to date;
 - c. Maintain a notebook or easily accessible electronic record of all committee activities;
 - d. Serve as one of the LPDC reviewers of district educator professional development plans used for certificate/license renewals.

3. The LPDC shall adopt guidelines, forms and procedures for the renewal of certificates and licenses. All decisions of the LPDC regarding guidelines, forms and procedures shall be by a majority vote of the LPDC members.

E. Training:

The Board shall provide training related to performance of their duties as members of the committee for all LPDC members. When the training occurs during the school day, the Board will provide substitutes at no cost to the BEA or its members and the leave shall not be subject to any professional leave restrictions.

1. Training for all new committee members may occur between July 1 and August 30.
2. Such training may constitute an appropriate “equivalent” activity for committee members on the LPDC.

ARTICLE 315: BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION

315.01 Any person who is a candidate who is recommended for employment with the Board will have a criminal background check conducted with respect to his/her application as required under R.C. 3319.39. A candidate may be conditionally employed until the Board receives the results of the criminal record check from the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (FBI). If such candidate has been convicted of or pleaded guilty to any of the offenses as set forth in O.R.C. 3319.39(B)(1) or R.C. 3319.31 such candidate shall immediately be released from employment. The candidate will be informed that the reason for such release was the BCII/FBI report. Upon release, neither the candidate nor the Association shall have any claim or grievance under this Collective Bargaining Agreement or under the Ohio Revised Code. However, if within five (5) days after his/her release, the teacher/candidate elects to challenge the BCII/FBI report as inaccurate, the teacher/candidate, at his/her request, shall be placed on an unpaid leave of absence pending the outcome of his/her challenge against the accuracy of the BCII/FBI report. Should the teacher/candidate subsequently obtain from BCII/FBI, and

present to the Board, a BCII/FBI report which clearly demonstrates that the original report was inaccurate and that the candidate is qualified for employment (has not been convicted or pleaded guilty to the above stated statutes), then such teacher/candidate will be recalled from unpaid leave of absence and consistent with other provisions of this Agreement, be placed in the position or a similar position from which he/she was released. Further if the Ohio Department of Education adopts rules pursuant to R.C. 3319.39(E) setting forth circumstances under which this Board may hire a person who has been convicted of an offense listed under R.C. 3319.39(B)(1) or R.C. 3319.31, but who meets standards in regard to rehabilitation as determined by the Ohio Department of Education, then this Board may consider the employment of such a person.

ARTICLE 316: LONG-TERM SUBSTITUTES

- 316.01 Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. By the 61st day of employment, all long-term substitutes shall receive a written contract of employment. Long term substitutes may be utilized to fill positions that are open due to approved leaves of absence. In addition, long-term substitutes may be placed in positions that become vacant after November 1st, in accordance with Article 304.01.
- 316.02 The duration of employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. However, long-term substitutes hired on or before November 1st will be provided with no less than two (2) evaluations in accordance with Article 308. Those hired after November 1st will be provided with no less than one (1) full evaluation. The provision of evaluations shall not create an expectancy of continued employment.
- 316.03 Neither the provisions of Article 310 - Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.
- 316.04 Long term substitutes will be informed of their status upon employment.
- 316.05 Long-term substitutes employed before November 1st who are placed into positions for a period of time anticipated to be in excess of sixty (60) days, shall be placed on the BA-0 step immediately. Long-term substitutes hired after November 1st, beginning with the 61st day of employment, shall be placed on the BA-0 step of the salary schedule.
- 316.06 If the employment of a long term substitute extends beyond one year, the long term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.
- 316.07 To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Nothing herein shall be deemed to affect the rights and benefits of long-term substitutes otherwise available under this Agreement and law.

ARTICLE 317: SELECTION OF SUBSTITUTES

- 317.01 It shall be the responsibility of the District to secure properly licensed and certificated substitutes for classroom teachers who are absent.
- 317.02 Teachers shall have the right to request that the administration remove from eligibility any substitute whom the classroom teacher feels is unqualified to substitute in his/her building. The administration shall make all reasonable efforts to comply with the classroom teacher's request.

ARTICLE 318: THIRD GRADE GUARANTEE

- 318.01 No teacher shall be required to take any state assessment(s) related to the implementation of the Third Grade Guarantee, or related to credentialing of teacher in order to comply with the requirements of the Third Grade Guarantee.

ARTICLE 400
AUTHORIZED ABSENCES

ARTICLE 401: PARENTAL LEAVE OF ABSENCE

- 401.01 A certificated/licensed employee who becomes a parent, stepparent, or legal guardian or custodian of a child, shall be eligible for a parental leave of absence without pay providing such employee has completed a minimum of one (1) year of successful employment in the District. Such leave must commence within thirty (30) days of the date of birth or obtaining custody in an adoption/guardianship of a child less than six (6) years of age, or at the conclusion of any authorized leave to which the bargaining unit member is otherwise entitled. . A teacher may take up to six (6) weeks unpaid leave for purposes of qualifying for adoption of a child and may then commence an unpaid parental leave of absence under this Article later in the same school year. Employees on any authorized parental leave shall fulfill their leaves as originally approved.
- 401.02 A written request for a parental leave of absence shall be submitted to the Superintendent or his/her designee no later than three (3) weeks prior to the effective date of such leave.
- 401.03 Parental leave may be for the remainder of the present school year, if the birth or adoption placement occurs after the start of classes in the fall, and an additional one school year as requested by the certificated/licensed employee. For parental leave events (birth, adoption, custody) occurring after May 1 through the summer months, teachers are entitled to two consecutive school years of parental leave. Such request for the additional parental leave shall be submitted no later than April 1, preceding the school year for which such leave is requested. If such request is not submitted by April 1, then the teacher's parental leave is deemed not to extend into the next school year. In the event the parental leave commences after April 1, the request for the extension of the leave for the following school year must be submitted at the earliest possible date but in no event later than June 15 preceding the school year for which such leave is requested.
- 401.04 At the conclusion of the parental leave, the employee shall be reinstated in a comparable position at the beginning of the succeeding school year unless such employee has been

properly laid off in accordance with the Reduction in Force Policy. However, if the employee submits a request to return at a time other than the beginning of a school year and a vacancy is available, the Superintendent may then assign that employee to the vacancy for which he/she is certified/licensed.

- 401.05 A certificated/licensed employee who takes a parental leave of absence shall retain his/her seniority acquired at the time of taking the leave, and shall begin with the same seniority upon returning to work.
- 401.06 Any certificated/licensed employee returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during such parental leave.
- 401.07 Any certificated/licensed employee on parental leave shall have the right to continue any or all group insurance coverages upon reimbursing the Board the group premium rate for that insurance coverage taken while on such leave. The teacher shall reimburse the Board the total monthly premium within the first ten (10) days of each month of such coverage.
- 401.08 A parental leave of absence for adoption purposes shall consist of all the rights, obligations, and benefits granted to those certificated/licensed employees under the aforementioned parental leave provisions.

ARTICLE 402: PERSONAL LEAVE

- 402.01 Pay for personal leave of absence due to situations of a personal nature over which the employee has no control shall be allowed to a maximum of three (3) unexplained personal leave days per year. Unused personal days at the end of each year shall be converted to sick leave and accumulate as such.
- 402.02 Limitations and Exceptions. Personal leave, except for funerals, or situations deemed to be extreme emergencies and/or significant unavoidable commitments, shall not be granted on days immediately preceding or following a vacation holiday (first report day of the school year, Labor Day, Thanksgiving, Winter break, Martin Luther King Jr. Day, Presidents' Day, Spring break, Memorial Day, and last work week of the school year). Examples of "unavoidable commitments" include, but are not limited to, weddings, graduations, religious ceremonies, and other similar events over which the teacher has no control. The following are examples of reasons which are not valid for use of paid personal leave of absence:
- A. Gainful employment. (except if a teacher is employed under a supplemental contract in another school district and is required to attend an event due to the fact that one of his/her students is participating in the event, such leave shall not be deemed to be gainful employment).
 - B. Vacation.
- 402.03 No more than ten percent (10%) of the staff in any building may be on personal leave on any one day. In emergency situations this percentage may be exceeded with approval of

the Superintendent. The ten percent limitation shall be met on a first come first served basis.

402.04 Personal leave must be used in a minimum of one-quarter (1/4) day.

402.05 Personal Leave shall not be taken on Professional In-service or Parent/Teacher Conference days, except in cases of emergency.

402.06 Personal Leave Request Forms. Teachers shall make an effort to submit form requests for personal leave at least twenty-four (24) hours in advance of the day for which leave is being sought. This form shall be returned to the principal or, in his/her absence, to his/her secretary. The principal shall initial the form and return one (1) copy to the teacher before the date of the leave. Failure to submit a request twenty-four (24) hours in advance shall not be a basis for denial of leave, but shall be treated as an emergency situation. A copy of the Personal Leave Form is attached as Appendix A.

Falsification of a personal leave request form, or use of personal leave for an invalid reason as set forth above, may result in suspension or termination of employment in accordance with Revised Code §3319.16.

Upon approval of the Superintendent and the Board, unpaid personal leave may be granted in unusual circumstances. Written requests for such unpaid leave must be submitted to the Superintendent at least thirty (30) days before the leave is to commence. If circumstances prohibit submission of a request for unpaid leave thirty (30) days in advance, the request will be submitted at the earliest possible time.

402.07 Packing Day Personal Leave

A. Any teacher who is required to move to a different classroom, or to remove his or her classroom materials, due to involuntary transfer and/or building renovations or construction shall be eligible for a one hundred dollar (\$100 stipend). The stipend shall be paid during the following school year. This provision shall be retroactive to July 1, 2013.

ARTICLE 403: USE OF SICK LEAVE FOR ANTICIPATED ABSENCES

403.01 To assist in the determination of staff employment needs, any employee who can anticipate a need to use sick leave, as is the case with employees who become pregnant or who schedule surgery, shall notify the Superintendent of the need for the sick leave in writing within a reasonable time after the employee learned of the need, and of the anticipated date(s) of absence when the doctor informs the employee of that date.

403.02 Medical verification may be required if the sick leave extends beyond the normal period of confinement. Normal period of confinement is that period of time determined by the medical community as necessary for the recovery from a specific medical problem.

403.03 Any pregnant certificated/licensed employee who prefers not to use accumulated paid sick leave, or who exhausts her accumulated sick leave credit, may apply for a parental leave of absence without pay or benefits.

403.04 Members will receive a stipend of \$100.00 for not using any sick days during each semester. Members who have not used a sick day the entire year shall receive an extra \$100.00 at the end of the school year. A death of a family member should not count against a member using sick time for this section.

ARTICLE 404: SICK LEAVE

404.01 Use of sick leave shall conform to Ohio Revised Code 3319.141. As such, sick leave may be used for absence due to personal illness or injury, illness or disability related to pregnancy, 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.

Teachers new to the District or those who have exhausted his/her sick leave shall be advanced up to five (5) days of sick leave annually, to be charged against sick leave subsequently earned. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for the unearned sick leave advanced under this section, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the Board. The advanced sick leave shall be charged against future accumulated sick leave at the rate of one and one-quarter (1 1/4) days per month. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

404.02 Sick leave shall accumulate for teachers at the rate of one and one-quarter (1 1/4) days per month (15 total days per year). Teachers' accumulation of unused sick leave shall be unlimited.

404.03 Use of Sick Leave for Funerals

- A. Sick leave shall be granted as requested for the death of a spouse or child.
- B. Sick leave to a maximum of five (5) days shall be granted for other deaths in the immediate family. (Immediate family refers to mother, father, brother, sister, niece, nephew, aunt, uncle, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild and grandparent (in-law) or any member of the family or household who clearly stands in the same relationship with the teacher as any of these.)

404.04 Each member may, on a voluntary basis, contribute one (1) day per year to a Sick Leave Bank. Each member wishing to do so shall notify the Treasurer by October 1 of any given year of his/her intent to make a contribution, and will authorize the Treasurer to reduce by one (1) day his/her accumulated unused sick leave total. The Treasurer shall then deduct that day from the member's total accumulation and credit that day to the Sick Leave Bank. By November 1, the Treasurer shall then notify the Association President of the number of days available in the Sick Leave Bank. The Association President shall notify the

Treasurer when days are to be credited to members in need of sick leave days. This notice will identify to whom the days are to be credited and the number of days to be so credited. The Executive Committee of the BEA shall establish a policy regarding the utilization of days drawn from the Sick Leave Bank. The Policy and Forms are included as Appendix K-1 and Appendix K-2.

404.05 Total sick leave bank accumulation will be “capped” at 300 days; thereafter, no additional donations will be accepted until the overall bank accumulation falls below 200 days.

404.06 Sick leave must be used in a minimum of one-quarter (1/4) days.

ARTICLE 405: SABBATICAL LEAVE

405.01 A teacher who has completed five (5) years of service in the Brooklyn City Schools may, with the permission of the Board and the superintendent, be entitled to take a leave of absence for one or two semesters, subject to the following conditions:

- A. The teacher shall present the superintendent with a plan for professional growth.
- B. At the conclusion of the leave the teacher shall provide evidence that the plan was followed.
- C. The teacher shall enter into a contract agreeing to return to the district at the end of the leave for a period of at least three (3) full school years.
- D. The teacher shall receive a salary during the leave which will be the difference between the substitute's pay and the teacher's expected salary.
- E. No more than five percent (5%) of the professional staff may take such leave at any one time.
- F. No teacher shall be entitled to such leave more than once for each five (5) years of service in the Brooklyn City Schools.
- G. A second leave shall not be granted to a teacher when other members of the staff have filed a request for such a leave which would exceed the five percent (5%) limit.
- H. There must be available a satisfactory substitute to take the teacher's place while on leave.
- I. The teacher may maintain his/her insurance coverage by paying ninety-five percent (95%) of the monthly premium, to be received by the Treasurer prior to the first day of each month.
- J. Upon return from such leave and submission of proof of satisfactory documentation that he/she successfully completed the sabbatical program, the Board will grant the teacher one half (1/2) or one (1) year of teaching experience on the district's salary schedule commensurate with the length of leave.

ARTICLE 406: ASSAULT LEAVE

406.01 The Board will provide assault leave to a teacher who is absent due to a physical or serious emotional disability resulting from an assault by a student, by a parent or guardian, by a trespasser or due to an injury while mediating a dispute which occurs in the scope of an employee's Board employment. The Board will maintain the teacher on full-pay status up to a maximum of twenty (20) school days under the following provisions:

- A. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave. In addition, any teacher seeking assault leave shall, upon request of the administration, file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender.
- B. If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be provided before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.
- E. If a certified/licensed employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide only such additional compensation as will provide said teacher with the same gross income he/she was receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to, or more than the teacher's normal per diem rate, the excess payment, from the effective date of the initial award of Workers' Compensation, will be returned to the Board. The employee shall be encouraged to pursue litigation against the person(s) perpetrating the assault.
- F. Any amounts received through disability insurance coverage will be deducted from assault leave payment. Failure to notify the Board of all amounts received from disability insurance coverage will result in cancellation of assault leave and recovery of all assault leave payments and may be grounds for suspension or termination of employment pursuant to Revised Code §3319.16.
- G. Assault leave payment will terminate if and when the teacher becomes eligible for disability retirement.
- H. Any exception beyond the above may be recommended by the Superintendent and approved by the Board.

ARTICLE 407: NON-COMPENSATED LEAVE

407.01 Up to ten (10) days of uncompensated leave may be granted to a teacher at the discretion of the Superintendent. Since such uncompensated leave is discretionary, nothing herein shall create an expectancy that such leave will be granted. Disciplinary action may be taken for any unauthorized leave.

ARTICLE 408: JURY/WITNESS LEAVE

408.01 Any teaching employee who is absent from his/her work assignment for jury duty or as a subpoenaed court witness shall be granted pay not to exceed the difference between the jury pay and the pay as an employee of the Board of Education. Such employee shall turn over the total amount of such fees after expenses to the Treasurer's office in return for his/her regular paycheck.

ARTICLE 409: FAMILY MEDICAL LEAVE ACT

The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave (up to twenty-six work weeks in the case of leave to care for a covered service member as set forth in F, below) during the twelve (12) month period commencing with the first use of the leave.

- A. The birth of a son or daughter, and to care for the newborn child within one year of the birth;
- B. The placement with the employee of a son or daughter for adoption or foster care within one year of the adoption or placement;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.
- E. Because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on (or has been notified of an impending call to) "covered active duty" status in the Armed Forces;
- F. An eligible employee who is the spouse, son, daughter, parent or next of kin (nearest blood relative) of a "covered service member" is entitled to leave to care for that service member.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the appropriate Department of Labor (DOL) Form when possible.

Sick leave events which continue two (2) weeks or more will require completion of an appropriate DOL Form.

Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

Leave for the birth or adoption of a child or for the placement of a child in foster care may be taken on intermittent or reduced schedule upon approval of the Superintendent, which approval shall not be unreasonably withheld.

Employees will be obligated to pay the employee share of health care premiums on the regular pay day. The District will cease to pay the District's share of the premium if the employee's payment is more than thirty (30) days late.

ARTICLE 500 SALARY ITEMS

ARTICLE 501: INSURANCE PROGRAM

501.01 The Board shall provide all certificated employees covered by this contract with a hospitalization program, medical, dental, life insurance and all previously negotiated riders to the basic coverage. The Board shall comply with all applicable provisions of the Affordable Care Act and shall undertake all reasonable efforts to promptly notify employees of changes to the plan design that may occur as a result of such compliance.

501.02 Effective January 1, 2017: The insurance plan shall be the Medical Mutual of Ohio Super Med Classic or a similar Comprehensive Major Medical Plan. Network - \$250/\$500 Deductible. 80% Coinsurance. Coinsurance Maximum \$500/\$1,000. Non-Network - \$500/\$1,000 Deductible. 60% Co-insurance. Coinsurance Maximum \$1,000/\$2,000. \$10 Primary Care Office Visit, \$20 Specialist Visit, \$30 Urgent Care, \$50 E.R. (waived if admitted). Prescription drug coverage shall be \$15 Generic/\$30 Formulary/\$45 (Non-Formulary) Copay (Retail). \$30 Generic/\$60 Formulary/\$90 Non-Formulary Copay (Mail Order). Dental and Vision care as was or similar to coverage provided during the 2002/2003 school year; and Term Life Insurance in the amount of \$50,000.

The Board will pay ninety-five percent (95%) of premium costs with the employee paying five percent during the life of this contract.

For employees hired after April 30, 2003, the Board will pay eighty-five percent (85%) of premium costs in effect during the life of this contract with the employee paying fifteen percent.

The Board may offer alternate single and family coverage for all eligible employees (i.e., defined as full-time under the Affordable Care Act) for hospitalization insurance and major medical. The cost to the employee will not exceed \$90 per month. The specifications of this plan will be determined solely by the Board to meet the requirements specified in the Affordable Care Act.

Effective until December 31, 2016: Employees can only receive the first filling of a prescription and two (2) refills at the retail level. Additional refills at the retail level will be charged \$30 Generic/\$60 Brand Copay. Employees are encouraged to refill maintenance drugs through the mail order program providing a three month supply of medication with \$30 generic/\$60 brand name deductible.

- 501.03 Before the Board determines to change carriers from any of the insurance programs described above, a joint committee of administrators and teachers will examine insurance programs available to the Board with particular emphasis on coverage levels and cost efficiency. The committee will then make a written recommendation to the Board and Association concerning carriers if it is recommended a change be made in the future.
- A. During the 2017-2018 school year, the Board and the Association agree to form a Joint Insurance Committee to explore available options to reduce costs and improve insurance coverages.
 - B. The committee shall be charged with examining the current insurance plans, the utilization of insurance by district employees, possible modifications to the current insurance plans and other mutually beneficial alternatives to the current plan.
 - C. The Joint Insurance Committee shall consist of the Superintendent, up to three administrators appointed by the Superintendent, the BEA President and up to three teachers appointed by the BEA President. The OEA Labor Relations Consultant and the Board's Insurance Consultant may also attend committee meetings.
 - D. All meetings of the committee shall be scheduled by mutual agreement of the Superintendent and the BEA President.
 - E. The committee shall present its findings to the BEA and Board Negotiations Teams no later than April 30, 2018. Any recommendation made by the Joint Insurance Committee shall be non-binding on the BEA and Board Negotiations Teams.
- 501.04 Medicare premium payments for teachers who are sixty-five (65) years of age or older and are enrolled in the Medicare Plan will be paid by the Board in lieu of payment for insurance listed in 501.01.
- 501.05 Flu shots will be provided by the Board at a Board facility, once a year between October 1 and November 30. Employees' participation shall be on a voluntary basis.
- 501.06 If a wife and husband are both bargaining unit members, the Board will pay the full family premium costs for one (1) insurance plan if the couple takes one coverage. These individuals are not eligible for the health incentive plan.
- 501.07 For employees new to the district after April 30, 2003, the Board will pay eighty-five percent of the pro rata share of premium costs for a single insurance plan for a part-time employee, i.e., if a bargaining unit member works half ($\frac{1}{2}$) time, then the Board would pay - eighty-five (85%) of half ($\frac{1}{2}$) of the single premium cost. These part-time employees are not eligible to purchase family coverage.

Part-time employees as of April 30, 2003 will be able to continue their health participation per article 201.02.

501.08 Health Insurance Incentive Plan

The Board agrees to implement the following plan:

Eligible Participants - Bargaining unit members who are insured under a health insurance plan other than that provided in this agreement and who elect to drop their health insurance coverage status and bargaining unit member new to the district during the duration of this negotiated agreement.

Plan Benefits - Each eligible plan participant will receive an incentive payment equal to thirty (30%) percent of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The incentive payment will be made monthly beginning with the first month following acceptance of the application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.

To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement for this plan. You will be able to elect to exchange coverage for cash compensation on the later of your date of employment or the date you become eligible for medical benefits.

Generally, you will not be permitted to change your election to participate in the Plan or to vary the level of benefits you have selected during the Plan Year. Plan Years begin each February 1st and end on January 31st.

However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

- You become divorced or legally separated from your legal spouse.
- Your spouse, dependent, or beneficiary dies.
- You become permanently disabled.
- You marry.
- The birth or legal adoption of a person who qualifies as your dependent.
- Termination or commencement of your spouse's employment.
- You switch from part-time to full-time, or vice versa.
- You or your spouse takes an unpaid leave of absence.
- There is a significant change in health coverage for yourself or your spouse due to your spouse's employment.

Unless you have a change in family status, you will only be permitted to change your election in January, which becomes effective on February 1 of the following Plan Year.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan.

The Employer bears the entire cost of administering this Plan. Benefits under this Plan are paid from the general funds of the Employer and are self-administered by the Employer.

The Superintendent is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status and rights of any person claiming benefits under this Plan. The Superintendent has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Superintendent must be consistent with the terms and conditions of any applicable collective bargaining agreement.

While it is anticipated that the Summary Plan Description adequately describes the material provisions of the Plan, it is the plan document which ultimately governs the Plan along with rules and regulations and other procedures developed by the Superintendent.

If any benefit provided under this Plan is denied, you or your beneficiaries may request a full review by writing to the Plan Administrator within 60 days of the denial. Be sure to state in your letter why you believe the benefit should not have been denied and submit any relevant data, questions, or comments. Ordinarily, a decision will be returned to you in writing not later than 60 days after you request the review. However, if additional information is required, the review may take longer but in no circumstances will this decision be rendered later than 120 days after your request.

Nothing in this Plan or this Summary Plan description in any way creates an expressed or implied contract of employment.

The Employer intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Employer reserves the right to amend, modify, or terminate this Plan, consistent with the terms and conditions of any applicable collective bargaining agreement.

As a participant in the Brooklyn City School District Health Insurance Incentive Plan, you are entitled to certain rights and protections.

Examine without charge at the Plan Administrator's office all plan documents, including collective bargaining agreements and copies of all plan documents.

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Health Insurance Incentive Plan/Application - See Appendix J

ARTICLE 502: PROFESSIONAL MEETINGS

502.01 Teachers wishing to attend a professional meeting or pursue professional growth opportunities shall submit their request to the Building Principal and Superintendent for approval.

502.02 If a teacher's request is approved, the Building Principal shall notify the teacher of the maximum expenditure for such approval. These days shall be charged as School Business Leave.

502.03 A. Upon return from an approved professional development leave, the teacher shall provide the Treasurer with receipts displaying expenditures so as to receive proper reimbursement.

B. Expenses

1. Travel: The Board will pay transportation costs not to exceed the amounts shown below, dependent on whichever is more expedient and/or economical:

<u>Per Mile</u>	<u>Air Coach Fare</u>
IRS rate	\$500.00
In effect at the time of the travel.	

2. Lodging and Meals: The Board will pay the per diem costs for lodging and meals not to exceed the amounts shown below:

	<u>Lodging</u>	
<u>One Person</u>		<u>Two or More People</u>
\$100.00		\$65.00 per person

Meals
\$40.00 maximum per day

3. Registration Fee: Registration fees will be paid by the Board. Any part of the registration fee that includes membership dues will not be paid by the Board.

4. All statements of expenses must be accompanied by the original receipts for transportation, lodging and meals. The final summary statement should be in such form that it may be filed for audit. If receipts and statements of expenses are not presented, expenses will not be paid by the Board.

502.04 When requested to attend professional meetings during the school year, teachers will receive a stipend of \$50 for any meeting outside of Cuyahoga County that requires attendance or travel outside of the scheduled teacher workday.

502.05 When requested to attend professional meetings that are held inside the State of Ohio but outside the school calendar, teachers will receive the supplemental curriculum writing rate for time spent at the meeting. For meetings held outside the State of Ohio and outside of the school calendar, teachers will receive a stipend of \$100 for each day spent at the meeting.

ARTICLE 503: SEVERANCE PAY

503.01 A. Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has five (5) or more years of service under the Ohio State Teachers Retirement System (STRS) may elect at the time of his/her retirement from active service to receive severance pay in the amount equal to 32% of his/her accrued but unused sick leave days to a maximum of 310 days times the per diem rate of said employee's yearly contractual salary in effect at the time of retirement. Computation shall be carried out to the nearest .25 of a day.

B. Any full time teacher who becomes a part time teacher at any time during their five years prior to retirement shall have their severance calculated as if they are a full time teacher.

C. Any employee who elects the Lump Sum Retirement Buyout shall receive his/her severance pay in one payment within sixty (60) days following the retirement.

503.02 Supplemental contracts, overtime or any other compensation will not be included in the calculation.

503.03 As used herein, the word "retirement" means "full permanent retirement" with regard to age and years of service as defined by the Ohio State Teachers Retirement System.

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

ARTICLE 504: SALARY DISTRIBUTION

504.01 The annual salary will be divided into twenty-six (26) payments as appropriate and will be made every other Friday as per pay schedule listed in Appendix D. On occasional years, when the 27 pay cycle would occur, a form shall be sent by the Treasurer with the first paycheck in June notifying the bargaining unit of the 27 pay situation for the next school year.

504.02 Effective July 1, 2010, all employees shall be paid through direct (electronic) deposit. On each pay date, teachers will have the ability to access their payroll data via a secured web account that will be provided by the District.

ARTICLE 505: PAYMENT FOR PERIOD SUBSTITUTION

- 505.01 Teachers will be asked to substitute only when a qualified full-day substitute cannot be found.
- 505.02 If a teacher is called upon to substitute during a period normally unassigned, that teacher will be paid the schedule amount per period or major fraction thereof. Less than one half (½) period substitution, and any voluntary substitutions arranged between equally qualified teachers, will not be compensated.
- 505.03 If a normal rotation assignment does not fill the needed substitution, the administration can assign the person next on the rotation list to substitute with compensation.

ARTICLE 506: SUPPLEMENTAL PAY SCHEDULE

506.01 The Supplemental Pay Schedule for the duration of this Agreement is set forth in Appendix B. (Those salaries will remain in effect for the duration of the Agreement). The Supplemental Pay Schedule shall be based upon the "Step 0" BA CLASS II salary in effect at the start of each school year. The Board and Administration reserve the right to create new supplemental positions, and to restructure positions (provided duties are not increased during the term of an individual's supplemental contract). If a new position is created, or if the duties and time commitments of a present position are materially changed, then either party may request negotiations as to the appropriate rate for the position. Upon such a request, negotiations shall be commenced within ten (10) days. If the parties cannot agree within fifteen (15) days, the dispute will be submitted to expedited arbitration.

506.02 Supplemental Salary Committee

- A. A Supplemental Salary Committee shall be established by October 31, 2006, to address any necessary modifications to all supplemental contracts. This Committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:
1. The determination of the appropriate compensation for any newly added or restructured supplemental positions;
 2. Changes in the present supplemental salary schedules;
 3. Increasing/decreasing the number of coaches and/or advisors; and
 4. Create new supplemental positions.
- B. This Committee shall meet once each year or more often upon agreement of a majority of the Committee.
- C. Any action of the Committee shall be in writing, signed by a three-fourths (¾) majority of the full membership of the Committee.

- D. The work of the Committee shall continue on an annual basis. Once a majority is achieved on any and all modifications to supplemental contracts, each teacher will be issued a copy of an updated schedule of the revised version of this Article by May 1, complete with salary grid information. The updated schedule, complete with salary grid information, shall be considered part of the Agreement for the following contract year.

506.03 Extended Days

- A. Due to job responsibilities, extended days beyond the normal teacher's school year will be granted to librarians and school counselors. Pay will be at the per diem rate of pay of that person's base salary.
- B. Unless otherwise mutually agreed, High School and Elementary librarians shall receive a minimum of four (4) days prior to and four (4) days at the end of each school year.
- C. Unless otherwise mutually agreed, each school counselor and each School Psychologist shall receive a minimum of five (5) days prior to and five (5) days at the end of each school year.
- D. Additional days may be granted at the request of either the individual or the building principal with the approval of the superintendent.
- E. Schedules for school counselors may be adjusted upon agreement of the administration to take into account hours spent for evening responsibilities.

ARTICLE 507: SALARY SCHEDULE

507.01 Base Salary [0% increase effective August 1, 2015]
[1% increase effective August 1, 2016]
[1.5% increase effective August 1, 2017]

- A. Effective August 1, 2015, the BA base salary on the present index shall be \$39,828. (Appendix C)
- B. Effective August 1, 2016, the BA base salary on the present index shall be \$40,227. (Appendix C)
- C. Effective August 1, 2017, the BA base salary on the present index shall be \$40,830. (Appendix C)

507.02 Longevity Steps

A longevity step which is equal to three percent (3%) of the BA base salary shall be paid to all teachers who are at the 27th step of the salary schedule or above.

507.03 Salary Schedule Placement

Bargaining unit members shall be placed on the salary schedule according to the highest degree they have attained. The masters column and beyond must be graduate hours.

Teachers new to the District shall receive a maximum of five years credit for their prior service with the following exceptions.

- A. S.T.R.S. retirees may be rehired and granted from a minimum of 5 years to a maximum of 10 years credit for their prior service.
- B. Teachers in the following areas may be granted up to ten years credit for their prior service: (Psychologist, School Counselor, Speech and Hearing Therapist)

All credit for additional training must be presented to the Superintendent for consideration within three (3) weeks after the first teacher day at the beginning of the school year. The Superintendent may extend this period by four (4) weeks due to unusual circumstances.

A minimum of 120 days of service in one school year shall be required to advance one year on the salary schedule. Teachers earning a minimum of 90 days through 119 days of service in one school year shall advance ½ year on the salary schedule.

507.04 During the 2016-2017 and the 2017-2018 school years only, and exclusive of any educational column movement or salary increase in 507.01, any teacher who does not receive a salary increase due to a step increase on the Salary Schedule shall receive a one-time only stipend of three hundred dollars (\$300.00) payable no later than September 30 of the applicable year. This provision shall automatically sunset at the expiration of this agreement.

ARTICLE 508: TUTORS AND EDUCATIONAL ASSISTANTS

508.01 Tutors and Educational Assistants shall conduct parent conferences in the same manner and at the same schedule as do regular classroom teachers. During such time, the tutors will be paid at their hourly rate.

508.02 Tutors and Educational Assistants shall attend scheduled open house and will be paid their hourly rate for such attendance.

508.03 Tutors and Educational Assistants will be evaluated in accordance with the provisions of Article 308 and shall have all rights thereunder.

508.04 Certificated/Licensed Education Assistants shall acquire and retain seniority rights only for the certificated/Licensed position of Education Assistant. A RIF affecting the position of certificated/Licensed Education Assistant shall accord layoff, bumping, and recall rights to the position of Education Assistant. Certificated/Licensed Education Assistants shall have no rights affecting layoffs and recalls among the other bargaining unit positions.

508.05 Tutors and Education Assistants shall be entitled to all other rights and benefits set forth in the Agreement for bargaining unit members.

508.06 Tutors and Education Assistants Salary Schedule (same % increase as base) is provided on Appendix C.

ARTICLE 509: RETIREMENT INCENTIVE PLAN AND EMPLOYMENT OF RETIRED TEACHERS

509.01 EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

- A. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Brooklyn City Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.
- B. Retired teachers who are rehired are eligible to participate in the Board's health insurance coverage on par with any other teacher as specifically provided for in this Agreement.
- C. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be in accordance with Article 507.03. Likewise, notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Brooklyn City School District Board of Education shall be in accordance with Article 507.03. Salary placement for the appropriate education column shall be fully recognized. The parties expressly agree and fully intend this provision to supersede and take precedence over and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Revised Code Section 3317.13
- D. Seniority for retired teachers newly hired by the Board as well as for Brooklyn teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.
- E. Teachers employed by the Board after retirement are restricted to one-year limited contracts of employment and are not eligible for continuing contract status.

- F. For purposes of reduction in force (Article 310) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.
- G. There will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave may accumulate from year to year for retired teachers in accordance with Ohio Revised Code Section 3319.141.
- H. Teachers employed by the Board after retirement will be given one-year limited contracts. Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise. If renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of these teachers, the parties specifically agree that this provision differs from the rights of other teachers contained within the terms of the collective bargaining agreement.
- I. Reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.35.
- J. The parties expressly agree and fully intend this provision will supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

ARTICLE 510: RESIDENT EDUCATOR PROGRAM

510.01 The Parties agree to establish a Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards.

510.02 Purpose of the Resident Educator Program

The Resident Educator Program is a four academic year entry-level program for classroom teachers that includes a performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education, and a formal program of support, which shall include mentoring to foster professional growth of the Resident Educator that is congruent with the required performance-based assessment and counseling to ensure that the Resident Educator receives needed professional development. Successful completion

of the Resident Educator Program is required to qualify for a 5-year professional educator license.

510.03 Required Participation in the Resident Educator Program

All teachers who meet the following requirements must participate in the Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards:

- A. hold a valid resident educator license, an alternative resident educator license of any type, or a one-year out-of-state educator license;
- B. teach at least two (2) classes or .25 Full Time Equivalent (“FTE”) in their area of licensure;
- C. are responsible for planning and delivering standards-based, pre K-12 curriculum to students and evaluating their progress;
- D. work at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program; and
- E. are assigned an ODE-certified, trained mentor by the administration.

Teachers will apply for a valid resident educator license or alternative resident educator license as soon as they are eligible.

510.04 Resident Educators are not required to complete an Individual Professional Development Plan (“IPDP”) nor utilize the Local Professional Development Committee (“LPDC”) process.

510.05 Mentor Qualifications

Mentors are selected by the administration based on demonstrated knowledge, experience and qualities that are consistent with responsibilities of mentoring in accordance with the Ohio Department of Education Resident Educator Program Standards. Teachers are eligible to apply to serve as mentors in the Resident Educator Program so long as they satisfy the following qualifications:

- A. a current, five-year professional license or two-year provisional license that has been renewed two or more times;
- B. at least five (5) years of teaching experience;
- C. recent classroom experience within the last five (5) years;
- D. successful completion of the mentor application process;
- E. selection by the administration to attend the state-sponsored mentor training;

- F. successful completion of all state-sponsored mentor training including, but not limited to, Instructional Mentoring and Resident Educator-1; and
- G. commitment to adhere to the Ohio Department of Education Resident Educator Program Standards for mentors.

510.06 Assignment of Mentors

Mentors shall be assigned to work with individual teachers in the Resident Educator Program by the administration. Individual assignments shall be made at the sole discretion of the administration and for a term of one school year. Mentor participation shall be voluntary. The cost of the required training shall be paid by the Board.

510.07 Teachers who successfully serve as mentors for the entire school year will be paid according to the supplemental contract schedule. Teachers who do not complete their commitment shall be paid a portion of the stipend proportionate to the amount of time served as a mentor.

510.08 The Board has the right to contract out for mentors if no teachers volunteer to serve as mentor(s) and/or if no teachers meet the requirements laid out in Section 510.05, the law, and/or the Ohio Department of Education Resident Educator Program Standards.

510.09 If the mentor or Resident Educator is unable to resolve differences with the other, they may request a reassignment from the administration. Reassignment requests will be evaluated by the administration and may be granted at the sole discretion of the administration. Approval for reassignment shall not be unreasonably withheld.

510.10 The Resident Educator Program shall not replace the negotiated teacher evaluation system and shall not be used to evaluate a Resident Educator.

ARTICLE 511: SECTION 125 PLAN

511.01 The Board shall offer a Section 125 Plan to members of the BEA bargaining unit. Employees will be offered the opportunity to receive information about this option. It is understood that each individual's unique circumstances may make this Section 125 Plan more or less attractive as an option; however, each benefit must have a minimum of five (5) persons to be included. The enrollment period shall be between December 1 and December 31 of each calendar year. Enrollment information will be provided to bargaining unit members during the first week of the enrollment period.

511.02 The parties agree that the Board shall have the sole authority to select and contract with a Third Party Administrator to manage and administer the Section 125 Plan, to the extent that there are no additional costs to the district or the BEA.

511.03 The parties agree that all administrative charges would be shared by each employee who wishes to participate in the 125 Plan. Those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction.

511.04 A copy of the Plan Document shall be provided to the BEA president within 30 days of ratification of the agreement by the parties.

511.05 A participant shall no longer participate in this Plan upon the occurrence of the termination of employment; the employee's death, or the termination of the plan.

A. If a participant terminates employment with the employer for any reason other than death, his participation in the Plan shall be governed in accordance with the following:

1. With regard to a dependent care assistant program, the participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such participant may submit claims for employment related dependent care expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his dependent care assistance account as of his date of termination.

2. With regard to a health care reimbursement plan, the participant's participation in the Plan shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the health care reimbursement fund and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However such contributions after termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to non-renewal of the employee's contract, death or involuntary termination, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.

B. If a participant dies during the plan year, participation in the Plan shall cease. However, such participant's beneficiaries, or a representative of the participant's estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Plan benefit dollars allocated to each specific benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his/her dependents or a representative of the estate.

511.06 Benefits under the Plan shall be financed by salary redirection sufficient to support benefits that a participant has elected hereunder and to pay the participant's premium expenses. The salary administration program of the employer shall be revised to allow each participant to agree to reduce his pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such salary redirection shall be specified in a Salary Redirection Agreement and shall be applicable for a plan year. Notwithstanding the above, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Plan benefit dollars and allocated to the funds or accounts established under the Plan pursuant to the participant's elections made.

ARTICLE 512: NATIONAL BOARD CERTIFICATION

After July 31, 2006, for bargaining unit members who achieve National Board Certification in a content area in which the member teaches, the Board will pay, upon verification of same, a one-time stipend of \$750.00, to be paid through regular payroll in a lump sum payment.

ARTICLE 600 PROGRESSIVE DISCIPLINE

600.01 No Bargaining Unit Member shall be disciplined without just cause. Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

First offense situations and any subsequent offenses where such action is deemed appropriate by the administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a member to letters of reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.

A. Progressive Discipline Steps

The following steps of progressive discipline will be used by the administration:

Step 1 – Verbal Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension with or without pay, not to exceed five (5) days

Step 4 – Termination in accordance with O.R.C 3319.16

- Steps maybe bypassed for flagrant violations

B. During an investigation the bargaining unit member may be assigned to home without loss of pay or benefits.

C. Before a bargaining unit member is issued a written reprimand or is suspended without pay for not more than five (5) days, the bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring a BEA or OEA representative to the meeting, provided the meeting will not be delayed beyond the end of the following school day to accommodate the attendance of a representative.

D. Following the hearing the bargaining unit member and representative will be advised in writing of the discipline to be imposed.

- E. Bargaining unit members have the right to appeal any discipline issued for steps 1, 2, and 3 through the grievance procedure of this Agreement. Step 4, termination shall be through the R.C. 3319.16 statutory procedure.

ARTICLE 700
COMMUNICATIONS FORUM

700.01 The Board of Education and the Brooklyn Education Association recognize the importance of collaboration and its value to the district.

- A. The value of this committee is for collaborating, communicating and problem solving district issues.
- B. Communications Forum shall operate under the adopted guidelines. Additional guidelines may be added upon mutual agreement of BEA President and Superintendent or Designee.
 - 1. There shall be an agenda for each meeting.
 - 2. Decision-making will be by consensus. Decisions/projects that come out of the Forum belong to the Forum and not to the BEA or administration.
 - 3. Open and honest communication by all participants is necessary.
 - 4. Minutes are taken by a secretary/administrative assistant, reviewed, and edited by the BEA President/designee and the Superintendent/designee; and the corrected minutes will be distributed to every teacher and administrator.
 - 5. Active grievances are not proper topics. However, topics that could lead to a grievance may be discussed.
 - 6. Contract negotiations will not occur at these meetings.
 - 7. Neither the administration nor the BEA can use anything stated at the Communications Forum or in the minutes of the Communications Forum at a grievance hearing or in any other legal procedure.
 - 8. The Communications Forum will review and summarize resolved issues and actions at the end of each year.
- C. The Superintendent and BEA president shall set the yearly schedule of meetings, meeting agendas and meeting locations by mutual agreement.
- D. Members of the Forum will include the Superintendent and two (2) appointed members of the administrative team, the BEA President and two (2) BEA representatives appointed by the BEA President.
- E. The Forum/committee will meet once every other month, for approximately two and one-half (2½) hours during the regular school day.
- F. Communications Forum meetings will be canceled or the meeting time changed or modified by mutual agreement of the BEA President and the Superintendent.

ARTICLE 800
SCOPE, DURATION AND EFFECT

- 801.01 It is mutually agreed that this agreement constitutes the entire scope of the contract between the Brooklyn City School District Board of Education and the Brooklyn Education Association.
- 801.02 All items in this Master Contract shall remain in full force and effect through and including July 31, 2018 unless mutually amended through the collective bargaining process or other mutually agreed manner. Should a court of final jurisdiction rule that a provision of this contract is in violation of ORC 4117, and is not a prohibited area of negotiations or violation of federal law, then the parties agree to renegotiate using the procedure in Article 200 within 30 days of the court's ruling. Only the provision ruled on by the court shall be null and void while the remainder of the contract remains in full force and effect.

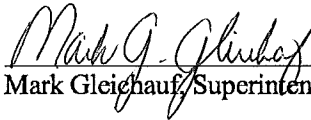
This Agreement entered into the 21st day of June, 2016 by the Brooklyn Education Association and The Board of Education of the Brooklyn City School District.

Brooklyn Education Association

Board of Education of the
Brooklyn City School District



Dawn Bloam, President



Mark Gleichauf, Superintendent



Todd Hopkins, Treasurer

APPENDIX A

BROOKLYN BOARD OF EDUCATION

SUBMIT IN DUPLICATE

REQUEST FOR PERSONAL LEAVE

NAME _____ SCHOOL _____

Date Requested Submitted _____

Dates of Requested Personal Leave _____

Total Days Previously Approved This School Year _____

Signature of Employee _____ Principal's Initials _____

Personnel Office Approval _____

APPENDIX B

**BROOKLYN CITY SCHOOL DISTRICT
SUPPLEMENTAL TEACHING ASSIGNMENTS**

Base Salary for Supplementals	\$36,443.00	
<u>FALL ATHLETICS</u>		
Faculty Manager	0.14550	\$ 5,302.46
Football		
Head Varsity Coach	0.17500	\$ 6,377.53
Asst. Varsity Coach	0.13120	\$ 4,781.32
9th Grade Coach	0.10500	\$ 3,826.52
Head Middle School Coach	0.09630	\$ 3,509.46
Asst. Middle School Coach	0.08750	\$ 3,188.76
Volleyball		
Head Varsity Coach	0.16000	\$ 5,830.88
JV Coach	0.12000	\$ 4,373.16
9th Grade Coach	0.09600	\$ 3,498.53
8th Grade Coach	0.08000	\$ 2,915.44
7th Grade Coach	0.08000	\$ 2,915.44
Cross Country		
Head Varsity Coach	0.08700	\$ 3,170.54
Golf		
Head Varsity Coach	0.08700	\$ 3,170.54
Soccer		
Head Varsity Coach	0.15500	\$ 5,648.67
JV Boys Soccer Coach	0.11630	\$ 4,238.32
Cheerleading - Fall		
Head JV/Varsity Cheerleading (if 2 teams)	0.08600	\$ 3,134.10
Varsity Cheerleading Coach only	0.06250	\$ 2,277.69
Middle School Cheerleading Coach	0.02350	\$ 856.41
<u>WINTER ATHLETICS</u>		
Boys Basketball		
Head Varsity Coach	0.17500	\$ 6,377.53
JV Basketball Coach	0.13120	\$ 4,781.32
9th Grade Coach	0.10500	\$ 3,826.52
8th Grade Coach	0.08750	\$ 3,188.76
7th Grade Coach	0.08750	\$ 3,188.76
Girls Basketball Coach		
Head Varsity Coach	0.17500	\$ 6,377.53
JV Basketball Coach	0.13120	\$ 4,781.32

9th Grade Coach	0.10500	\$ 3,826.52
8th Grade Coach	0.08750	\$ 3,188.76
7th Grade Coach	0.08750	\$ 3,188.76
Wrestling		
Head Varsity Coach	0.17500	\$ 6,377.53
Varsity Asst. Coach	0.13120	\$ 4,781.32
Head Middle School Coach	0.09350	\$ 3,407.42
Ice Hockey		
Head Varsity Coach	0.16000	\$ 5,830.88
Varsity Asst. Coach	0.12000	\$ 4,373.16
Cheerleading - Winter		
Head JV/Varsity Cheerleading (if 2 teams)	0.08600	\$ 3,134.10
Head Varsity Coach	0.06250	\$ 2,277.69
Middle School Cheerleading Coach	0.03440	\$ 1,253.64
Swimming		
Head Varsity Coach	0.08600	\$ 3,134.10
Varsity Asst. Coach	0.05600	\$ 2,040.81
<u>Spring Athletics</u>		
Track		
Head Varsity Coach	0.15500	\$ 5,648.67
Varsity Asst. Coach	0.11630	\$ 4,238.32
Middle School Head Coach	0.08530	\$ 3,108.59
Middle School Asst. Coach	0.07750	\$ 2,824.33
Baseball		
Head Varsity Coach	0.15500	\$ 5,648.67
Varsity Asst. Coach	0.11630	\$ 4,238.32
JV Coach	0.11630	\$ 4,238.32
Softball		
Head Varsity Coach	0.15500	\$ 5,648.67
Varsity Asst. Coach	0.11630	\$ 4,238.32
JV Coach	0.11630	\$ 4,238.32
<u>CLUB SUPPLEMENTALS</u>		
Dramatics Club Advisor	0.01640	\$ 597.67
English Honorary Advisor	0.01640	\$ 597.67
Foreign Language Honorary Advisor	0.01640	\$ 597.67
German Club Advisor	0.01640	\$ 597.67
	0.01640	
Key Club Advisor	0.02180	\$ 597.67
MU Alpha Theta Advisor	0.01640	\$ 597.67
National Honor Society Advisor - H.S.	0.02940	\$ 1,071.42
National Honor Society Advisor - M.S.	0.01960	\$ 714.28
National Arts Honor Society - H.S.	0.01400	\$ 510.20
PANDA (M.S.T.I's)	0.01640	\$ 597.67
Pep Club Advisor - H.S.	0.01640	\$ 597.67

Pep Club Advisor - M.S.	0.01640	\$ 597.67
Prom Advisor	0.02100	\$ 765.30
Safety Patrol Advisor	0.02940	\$ 1,071.42
Snowsports Club Advisor (5-12)	0.01640	\$ 597.67
Spanish Club Advisor	0.01640	\$ 597.67
Student Council - Elementary	0.02500	\$ 911.08
Student Council - Middle School	0.02800	\$ 1,020.40
Student Council - High School	0.0550	\$ 2,004.37

MISCELLANEOUS SUPPLEMENTALS

Audio- Technical Director	0.10690	\$ 3,895.76
Public Relations/School Community (for summer hours only)		
Entry Level Teacher Mentor	0.05000	\$ 1,822.15
Resident Educator Facilitator (Year 3)	0.01960	\$ 714.28
Resident Educator Colleague (Year 4 and beyond)	0.00980	\$ 357.14

PERFORMING SUPPLEMENTALS

Choral Director	0.07000	\$ 2,551.01
Choreographer Show Choir	0.02940	\$ 1,071.42
Concert Band Director	0.07000	\$ 2,551.01
Asst. Concert Band Director	0.04200	\$ 1,530.61
Drama Director (per performance)		
Musical	0.06240	\$ 2,274.04
3 - Act Drama	0.04160	\$ 1,516.03
Middle School Play	0.03740	\$ 1,362.97
	0.04200	
Hurricette/Majorette Advisor	0.05600	\$ 2,040.81
Marching Band Director	0.09860	\$ 3,593.28
Asst. Marching Band Director	0.07000	\$ 2,551.01
Musical - Choral Director	0.03500	\$ 1,275.51
Musical - Instrumental Director	0.03500	\$ 1,275.51
Musical - Pianist	0.02940	\$ 1,071.42
Show Choir Director	0.04200	\$ 1,530.61
Stage Set Director (per performance)	0.03500	\$ 1,275.51
Elementary Music Director	0.01400	\$ 510.20

SUPERVISION SUPPLEMENTALS

Class Trip Chaperone/day (4 hours or more beyond school day)	0.00260	\$ 94.75
Class Trip Chaperone - Overnight/day	0.00300	\$ 109.33
Class Trip Coordinator - in conjunction with chaperone pay/day	0.00370	\$ 134.84
Curriculum Writing/hour	0.00054	\$ 19.68
Detention Supervisor/session	0.00059	\$ 21.50
DPPF/hour	0.00068	\$ 24.78
Home Instruction/hour	0.00068	\$ 24.78

Intramural Supervision/hour	0.00059	\$ 21.50
Night Supervision - HS - MS - Elem/hour	0.00059	\$ 21.50
Period Substitution/period	0.00065	\$ 23.69
Proficiency Remediation/hour	0.00068	\$ 24.78
Saturday School Monitor/hour	0.00068	\$ 24.78
State Approved Tutor/hour	0.00068	\$ 24.78
Summer School/hour	0.00068	\$ 24.78
<u>CURRICULAR SUPPLEMENTALS</u>		
IAT/504 Coordinator – Grades K-2	0.09350	\$ 3,407.42
IAT/504 Coordinator – Grades 3-5	0.09350	\$ 3,407.42
IAT/504 Coordinator – Grades MS/HS	0.09350	\$ 3,407.42
Building Coordinator Computer	0.05140	\$ 1,873.17
Web Services		
Department Chairperson (9-12)	0.09350	-\$ 3,407.42
Business/Ind.Tech./Home Ec. 9-12	0.09350	\$ 3,407.42
Cultural Arts (Music, Art) PK -12	0.09350	\$ 3,407.42
Foreign Language PK-12	0.09350	\$ 3,407.42
Guidance/Special Education PK -12	0.09350	\$ 3,407.42
Health/PE PK -12	0.09350	\$ 3,407.42
Language Arts, Drama 9-12	0.09350	\$ 3,407.42
Library/Media PK-12	0.09350	\$ 3,407.42
Mathematics 9-12	0.09350	\$ 3,407.42
Science 9-12	0.09350	\$ 3,407.42
Social Studies 9-12	0.09350	\$ 3,407.42
Middle School Team Leaders	0.09350	\$ 3,407.42
Sixth Grade	0.09350	\$ 3,407.42
Seventh Grade	0.09350	\$ 3,407.42
Eighth Grade	0.09350	\$ 3,407.42
Intervention 6-8	0.09350	\$ 3,407.42
Elementary Team Leaders PK-2 or 3-5	0.09350	\$ 3,407.42
PK-Kindergarten	0.09350	\$ 3,407.42
First Grade	0.09350	\$ 3,407.42
Second Grade	0.09350	\$ 3,407.42
Third Grade	0.09350	\$ 3,407.42
Fourth Grade	0.09350	\$ 3,407.42
Fifth Grade	0.09350	\$ 3,407.42
Fine/Practical Arts K-8	0.09350	\$ 3,407.42
Fine/Practical Arts 9-12	0.09350	\$ 3,407.42
Intervention PK-2	0.09350	\$ 3,407.42
Intervention 3-5	0.09350	\$ 3,407.42
Independent Study/hour	0.00068	\$ 24.78
LPDC Member	0.01640	\$ 597.67
Memory Book (Elementary)	0.02800	\$ 1,020.40

Memory Book (Middle School)	0.02800	\$ 1,020.40
<u>HS Yearbook</u>	0.07000	\$ 2,551.01
Newspaper Advisor - HS (with release period)	0.08000	\$ 2,915.44
Newspaper Advisor - HS (without release period)	0.12000	\$ 4,373.16
Newspaper Advisor - MS	0.04920	\$ 1,793.00

APPENDIX C
BROOKLYN CITY BOARD OF EDUCATION
AUGUST 1, 2015 - SALARY SCHEDULE
AUGUST 1, 2016 - SALARY SCHEDULE - 1% increase
AUGUST 1, 2017 - SALARY SCHEDULE - 1.5% increase

2015-2016	BASE	\$39,828									
STEP	INDEX	BA CLASS II	INDEX	BA+12 CLASS III	INDEX	BA+24 CLASS IIIA	INDEX	MA/BA+36 CLASS IV	INDEX	MA+15 CLASS V	ED. ASST.
0	1.000	\$39,828	1.020	\$40,625	1.050	\$41,820	1.098	\$43,732	1.127	\$44,887	\$23.73
0.5	1.020	\$40,625	1.040	\$41,421	1.070	\$42,616	1.118	\$44,528	1.147	\$45,683	
1	1.039	\$41,382	1.059	\$42,178	1.089	\$43,373	1.137	\$45,285	1.166	\$46,440	\$24.87
1.5	1.059	\$42,178	1.079	\$42,975	1.109	\$44,170	1.158	\$46,121	1.186	\$47,236	
2	1.078	\$42,935	1.098	\$43,732	1.128	\$44,926	1.178	\$46,918	1.205	\$47,993	\$26.08
2.5	1.098	\$43,732	1.118	\$44,528	1.148	\$45,723	1.197	\$47,675	1.225	\$48,790	
3	1.118	\$44,528	1.137	\$45,285	1.167	\$46,480	1.216	\$48,431	1.245	\$49,586	
3.5	1.167	\$46,480	1.186	\$47,236	1.216	\$48,431	1.275	\$50,781	1.304	\$51,936	
4	1.216	\$48,431	1.235	\$49,188	1.265	\$50,383	1.333	\$53,091	1.362	\$54,246	
4.5	1.246	\$49,626	1.265	\$50,383	1.295	\$51,578	1.363	\$54,286	1.392	\$55,441	
5	1.275	\$50,781	1.294	\$51,538	1.324	\$52,733	1.392	\$55,441	1.421	\$56,596	
5.5	1.304	\$51,936	1.324	\$52,733	1.354	\$53,928	1.422	\$56,636	1.451	\$57,791	
6	1.333	\$53,091	1.353	\$53,888	1.383	\$55,083	1.451	\$57,791	1.480	\$58,946	
6.5	1.363	\$54,286	1.383	\$55,083	1.413	\$56,277	1.481	\$58,986	1.510	\$60,141	
7	1.392	\$55,441	1.412	\$56,238	1.442	\$57,432	1.510	\$60,141	1.539	\$61,296	
7.5	1.422	\$56,636	1.442	\$57,432	1.472	\$58,627	1.540	\$61,336	1.569	\$62,491	
8	1.451	\$57,791	1.471	\$58,587	1.501	\$59,782	1.569	\$62,491	1.598	\$63,646	
8.5	1.481	\$58,986	1.500	\$59,743	1.530	\$60,937	1.598	\$63,646	1.627	\$64,801	
9	1.510	\$60,141	1.529	\$60,898	1.559	\$62,092	1.627	\$64,801	1.656	\$65,956	
9.5	1.544	\$61,495	1.564	\$62,292	1.594	\$63,486	1.662	\$66,195	1.691	\$67,350	
10	1.578	\$62,849	1.598	\$63,646	1.628	\$64,841	1.696	\$67,549	1.725	\$68,704	
10.5	1.613	\$64,243	1.633	\$65,040	1.663	\$66,235	1.731	\$68,943	1.760	\$70,098	
11	1.647	\$65,597	1.667	\$66,394	1.697	\$67,589	1.765	\$70,297	1.794	\$71,452	
11.5	1.682	\$66,991	1.700	\$67,708	1.730	\$68,903	1.799	\$71,651	1.828	\$72,806	
12	1.716	\$68,345	1.733	\$69,023	1.763	\$70,217	1.833	\$73,005	1.862	\$74,160	
12.5	1.716	\$68,345	1.733	\$69,023	1.763	\$70,217	1.868	\$74,399	1.897	\$75,554	
13	1.716	\$68,345	1.733	\$69,023	1.763	\$70,217	1.902	\$75,754	1.931	\$76,909	
13.5	1.716	\$68,345	1.733	\$69,023	1.763	\$70,217	1.937	\$77,147	1.966	\$78,303	
14	1.716	\$68,345	1.733	\$69,023	1.763	\$70,217	1.971	\$78,502	2.000	\$79,657	
18	1.746	\$69,540	1.763	\$70,217	1.793	\$71,412	2.001	\$79,697	2.030	\$80,852	
23	1.776	\$70,735	1.793	\$71,412	1.823	\$72,607	2.031	\$80,891	2.060	\$82,046	
27	1.806	\$71,930	1.823	\$72,607	1.853	\$73,802	2.061	\$82,086	2.090	\$83,241	

2016-2017	BASE	\$40,227									
STEP	INDEX	BA CLASS II	INDEX	BA+12 CLASS III	INDEX	BA+24 CLASS IIIA	INDEX	MA/BA+36 CLASS IV	INDEX	MA+15 CLASS V	ED. ASST.
0	1.000	\$40,227	1.020	\$41,031	1.050	\$42,238	1.098	\$44,169	1.127	\$45,335	\$23.97
0.5	1.020	\$41,031	1.040	\$41,836	1.070	\$43,042	1.118	\$44,973	1.147	\$46,140	
1	1.039	\$41,795	1.059	\$42,600	1.089	\$43,807	1.137	\$45,738	1.166	\$46,904	\$25.12
1.5	1.059	\$42,600	1.079	\$43,405	1.109	\$44,611	1.158	\$46,582	1.186	\$47,709	
2	1.078	\$43,364	1.098	\$44,169	1.128	\$45,376	1.178	\$47,387	1.205	\$48,473	\$26.34
2.5	1.098	\$44,169	1.118	\$44,973	1.148	\$46,180	1.197	\$48,151	1.225	\$49,278	
3	1.118	\$44,973	1.137	\$45,738	1.167	\$46,944	1.216	\$48,916	1.245	\$50,082	
3.5	1.167	\$46,944	1.186	\$47,709	1.216	\$48,916	1.275	\$51,289	1.304	\$52,456	
4	1.216	\$48,916	1.235	\$49,680	1.265	\$50,887	1.333	\$53,622	1.362	\$54,789	
4.5	1.246	\$50,122	1.265	\$50,887	1.295	\$52,093	1.363	\$54,829	1.392	\$55,995	
5	1.275	\$51,289	1.294	\$52,053	1.324	\$53,260	1.392	\$55,995	1.421	\$57,162	
5.5	1.304	\$52,456	1.324	\$53,260	1.354	\$54,467	1.422	\$57,202	1.451	\$58,369	
6	1.333	\$53,622	1.353	\$54,427	1.383	\$55,633	1.451	\$58,369	1.480	\$59,535	
6.5	1.363	\$54,829	1.383	\$55,633	1.413	\$56,840	1.481	\$59,576	1.510	\$60,742	
7	1.392	\$55,995	1.412	\$56,800	1.442	\$58,007	1.510	\$60,742	1.539	\$61,909	
7.5	1.422	\$57,202	1.442	\$58,007	1.472	\$59,214	1.540	\$61,949	1.569	\$63,116	
8	1.451	\$58,369	1.471	\$59,173	1.501	\$60,380	1.569	\$63,116	1.598	\$64,282	
8.5	1.481	\$59,576	1.500	\$60,340	1.530	\$61,547	1.598	\$64,282	1.627	\$65,449	
9	1.510	\$60,742	1.529	\$61,507	1.559	\$62,713	1.627	\$65,449	1.656	\$66,615	
9.5	1.544	\$62,110	1.564	\$62,914	1.594	\$64,121	1.662	\$66,857	1.691	\$68,023	
10	1.578	\$63,478	1.598	\$64,282	1.628	\$65,489	1.696	\$68,224	1.725	\$69,391	
10.5	1.613	\$64,886	1.633	\$65,690	1.663	\$66,897	1.731	\$69,632	1.760	\$70,799	
11	1.647	\$66,253	1.667	\$67,058	1.697	\$68,265	1.765	\$71,000	1.794	\$72,167	
11.5	1.682	\$67,661	1.700	\$68,385	1.730	\$69,592	1.799	\$72,368	1.828	\$73,534	
12	1.716	\$69,029	1.733	\$69,713	1.763	\$70,920	1.833	\$73,735	1.862	\$74,902	
12.5	1.716	\$69,029	1.733	\$69,713	1.763	\$70,920	1.868	\$75,143	1.897	\$76,310	
13	1.716	\$69,029	1.733	\$69,713	1.763	\$70,920	1.902	\$76,511	1.931	\$77,678	
13.5	1.716	\$69,029	1.733	\$69,713	1.763	\$70,920	1.937	\$77,919	1.966	\$79,086	
14	1.716	\$69,029	1.733	\$69,713	1.763	\$70,920	1.971	\$79,287	2.000	\$80,453	
18	1.746	\$70,236	1.763	\$70,920	1.793	\$72,126	2.001	\$80,493	2.030	\$81,660	
23	1.776	\$71,442	1.793	\$72,126	1.823	\$73,333	2.031	\$81,700	2.060	\$82,867	
27	1.806	\$72,649	1.823	\$73,333	1.853	\$74,540	2.061	\$82,907	2.090	\$84,074	

2017-2018	BASE	\$40,830									
STEP	INDEX	CLASS II	INDEX	CLASS III	INDEX	CLASS IIIA	INDEX	CLASS IV	INDEX	CLASS V	ED. ASST.
0	1	\$40,830	1.02	\$41,647	1.05	\$42,872	1.098	\$44,831	1.127	\$46,015	\$24.33
0.5	1.02	\$41,647	1.04	\$42,463	1.07	\$43,688	1.118	\$45,648	1.147	\$46,832	
1	1.039	\$42,422	1.059	\$43,239	1.089	\$44,464	1.137	\$46,424	1.166	\$47,608	\$25.50
1.5	1.059	\$43,239	1.079	\$44,056	1.109	\$45,280	1.158	\$47,281	1.186	\$48,424	
2	1.078	\$44,015	1.098	\$44,831	1.128	\$46,056	1.178	\$48,098	1.205	\$49,200	\$26.74
2.5	1.098	\$44,831	1.118	\$45,648	1.148	\$46,873	1.197	\$48,874	1.225	\$50,017	
3	1.118	\$45,648	1.137	\$46,424	1.167	\$47,649	1.216	\$49,649	1.245	\$50,833	
3.5	1.167	\$47,649	1.186	\$48,424	1.216	\$49,649	1.275	\$52,058	1.304	\$53,242	
4	1.216	\$49,649	1.235	\$50,425	1.265	\$51,650	1.333	\$54,426	1.362	\$55,610	
4.5	1.246	\$50,874	1.265	\$51,650	1.295	\$52,875	1.363	\$55,651	1.392	\$56,835	
5	1.275	\$52,058	1.294	\$52,834	1.324	\$54,059	1.392	\$56,835	1.421	\$58,019	
5.5	1.304	\$53,242	1.324	\$54,059	1.354	\$55,284	1.422	\$58,060	1.451	\$59,244	
6	1.333	\$54,426	1.353	\$55,243	1.383	\$56,468	1.451	\$59,244	1.48	\$60,428	
6.5	1.363	\$55,651	1.383	\$56,468	1.413	\$57,693	1.481	\$60,469	1.51	\$61,653	
7	1.392	\$56,835	1.412	\$57,652	1.442	\$58,877	1.51	\$61,653	1.539	\$62,837	
7.5	1.422	\$58,060	1.442	\$58,877	1.472	\$60,102	1.54	\$62,878	1.569	\$64,062	
8	1.451	\$59,244	1.471	\$60,061	1.501	\$61,286	1.569	\$64,062	1.598	\$65,246	
8.5	1.481	\$60,469	1.5	\$61,245	1.53	\$62,470	1.598	\$65,246	1.627	\$66,430	
9	1.51	\$61,653	1.529	\$62,429	1.559	\$63,654	1.627	\$66,430	1.656	\$67,615	
9.5	1.544	\$63,042	1.564	\$63,858	1.594	\$65,083	1.662	\$67,859	1.691	\$69,044	
10	1.578	\$64,430	1.598	\$65,246	1.628	\$66,471	1.696	\$69,248	1.725	\$70,432	
10.5	1.613	\$65,859	1.633	\$66,675	1.663	\$67,900	1.731	\$70,677	1.76	\$71,861	
11	1.647	\$67,247	1.667	\$68,064	1.697	\$69,289	1.765	\$72,065	1.794	\$73,249	
11.5	1.682	\$68,676	1.7	\$69,411	1.73	\$70,636	1.799	\$73,453	1.828	\$74,637	
12	1.716	\$70,064	1.733	\$70,758	1.763	\$71,983	1.833	\$74,841	1.862	\$76,026	
12.5	1.716	\$70,064	1.733	\$70,758	1.763	\$71,983	1.868	\$76,270	1.897	\$77,455	
13	1.716	\$70,064	1.733	\$70,758	1.763	\$71,983	1.902	\$77,659	1.931	\$78,843	
13.5	1.716	\$70,064	1.733	\$70,758	1.763	\$71,983	1.937	\$79,088	1.966	\$80,272	
14	1.716	\$70,064	1.733	\$70,758	1.763	\$71,983	1.971	\$80,476	2	\$81,660	
18	1.746	\$71,289	1.763	\$71,983	1.793	\$73,208	2.001	\$81,701	2.03	\$82,885	
23	1.776	\$72,514	1.793	\$73,208	1.823	\$74,433	2.031	\$82,926	2.06	\$84,110	
27	1.806	\$73,739	1.823	\$74,433	1.853	\$75,658	2.061	\$84,151	2.09	\$85,335	

APPENDIX D – PAY DATES

<u>2015-2016</u>	Pay Dates <u>2016-2017</u>	<u>2017-2018</u>
August 28, 2015	August 26, 2016	August 25, 2017
September 11, 2015	September 9, 2016	September 8, 2017
September 25, 2015	September 23, 2016	September 22, 2017
October 9, 2015	October 7, 2016	October 6, 2017
October 23, 2015	October 21, 2016	October 20, 2017
November 6, 2015	November 4, 2016	November 3, 2017
November 20, 2015	November 18, 2016	November 17, 2017
December 4, 2015	December 2, 2016	December 1, 2017
December 18, 2015	December 16, 2016	December 15, 2017
December 31, 2015	December 30, 2016	December 29, 2017
January 15, 2016	January 13, 2017	January 12, 2018
January 29, 2016	January 27, 2017	January 26, 2018
February 12, 2016	February 10, 2017	February 9, 2018
February 26, 2016	February 24, 2017	February 23, 2018
March 11, 2016	March 10, 2017	March 9, 2018
March 25, 2016	March 24, 2017	March 23, 2018
April 8, 2016	April 7, 2017	April 6, 2018
April 22, 2016	April 21, 2017	April 20, 2018
May 6, 2016	May 5, 2017	May 4, 2018
May 20, 2016	May 19, 2017	May 18, 2018
June 3, 2016	June 2, 2017	June 1, 2018
June 17, 2016	June 16, 2017	June 15, 2018
July 1, 2016	June 30, 2017	June 29, 2018
July 15, 2016	July 14, 2017	July 13, 2018
July 29, 2016	July 28, 2017	July 27, 2018
August 12, 2016	August 11, 2017	August 10, 2018

APPENDIX E

APPLICATION FOR PARTICIPATION HEALTH INSURANCE INCENTIVE PLAN

_____ (applicant) being an employee of Brooklyn City Schools and a member of the bargaining unit defined in the negotiated agreement between the Brooklyn City Board of Education (Board) and the Brooklyn Education Association (BEA) makes application for participation in the Health Insurance Incentive Plan (the plan). In connection with that application, and in consideration of the benefits provided under the plan, applicant makes the following representations.

I am a full-time employee of the Brooklyn City Schools and a member of the bargaining unit as defined in the negotiated agreement between the Board and the BEA.

I request the Board to cease making premium payments on my behalf for the purchase of Board provided health insurance, including premium payments for the purchase of hospital, surgical, and major medical coverage for me as an employee of the Brooklyn City Schools.

I understand that upon the cessation of premium payments on my behalf, I will no longer be a policyholder insured under the Board provided hospital, surgical, and major medical insurance plan; and with respect to claims incurred on or after the first day of the month following acceptance into the plan. I will have no claim against either the Board's insurance carrier or the Board for insurance benefits formerly available to me under the Board provided health insurance plans except as to claims I might have as an insured dependent.

I understand the nature and extent of board provided health insurance benefits which I am losing as a result of my participation in the plan and I have had the opportunity to ask any questions, to inspect and copy any and all documents relevant to the Board provided health insurance plans, to consult with my BEA representatives, insurance advisors and legal counsel prior to making this application.

My request that the Board no longer make premium contributions on my behalf for the purchase of Board provided health insurance coverage is freely and voluntarily made and I hereby, for myself, my insured dependents and my heirs, release the Board, its members, officers and employees, the insurance carriers providing group health insurance coverage to the Board and the BEA, its officers, members and affiliates from any and all liability of any kind arising out of or in any way connected with my participation in the plan.

I further understand that payments made to me during my participation in the plan will be made monthly beginning with the first month following acceptance of this application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.

I will notify the Treasurer in writing of any involuntary change in my insurance coverage while participating in the plan and will re-enroll in the Board provided health insurance plans not later than the third Monday of the month following the loss of that coverage or the loss of any continuation of that coverage, whichever is later. Other than in the case of an involuntary loss of insurance coverage, I understand that my right to re-enroll in Board provided health insurance plans might be limited to the annual enrollment period or enrollment periods determined by the insurance carriers. In the event of re-enrollment in Board provided health insurance plans, I will no longer be eligible to participate in the Health Insurance Incentive Plan and all payments to me under this plan will cease.

Date: _____

Applicant: _____

Effective Date: _____

Approved: _____

APPENDIX F

Brooklyn Education Association Sick Leave Bank Policy

The Sick Leave Bank was established to assist BEA members who have exhausted their supply of accumulated sick days due to situations beyond their control.

1. In order to be eligible to withdraw days, an employee must have contributed to the Sick Leave Bank during an uncapped year; however, members who have been prevented from contributing due to “capped years” who borrow from the Sick Leave Bank will donate one sick day to the bank as soon as it falls below the capped amount.
2. All contributions must be made by September 30th of each year or the date that the unified dues are due.
3. Requests may only be made when an employee has exhausted all accrued sick leave and advancements.
4. Withdrawals will be limited to 5 days per year per eligible employee, except in cases deemed by the Sick Leave Bank committee to be catastrophic or medically necessary, however, under no circumstances will the amount of days granted to any one employee exceed thirty (30).
5. All requests must, at a minimum, meet the guidelines set forth in the contract as valid use of sick leave.
6. At a minimum, members eligible for donation will be guaranteed an amount equal to the number of days contributed by that member as determined by the BEA.
7. Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods may not qualify for Sick Leave Bank donation. A doctor’s recommendation will be considered in evaluating the request.
8. All requests must be made using the appropriate form and submitted to any committee member. Forms can be obtained from any building representative.
9. The Sick Leave Bank committee will meet within one week of the request.
10. The committee will be established at the beginning of each school year by the executive committee of the Brooklyn Education Association. The committee will be composed of at least 5 people with representation from each building. The BEA recording secretary will be responsible for maintaining all records for the Sick Leave Bank Committee.
11. In extraordinary circumstances, variances from these rules can be made upon agreement of the Committee and the Superintendent.

APPENDIX G

Brooklyn Education Association Sick Leave Bank Application

Name _____ Date _____

Building/position _____

Number of sick days used this school year _____

Date(s) of days requested _____

Reason for request: _____

I understand and agree to the conditions of the Brooklyn Education Association's *Sick Leave Bank Policy* and have exhausted all of my accumulated sick leave and advancements.

Signature

_____ Approved _____ days

_____ Denied

BEA President

BEA Recording Secretary

cc: Treasurer
Applicant
Building Principal

APPENDIX H
OTES EVALUATION FORMS

Self-Assessment Summary Tool
Professional Growth Plan
Improvement Plan
Improvement Plan: Evaluation of Plan
Pre-Observation Planning and Lesson Reflection Resource Questions
Teacher Performance Evaluation Rubric
Classroom Walkthroughs/Informal Observation
Informal Observation: General Form
Informal Observation: Open-Ended Form
Planning for the Post-Observation Conference
Final Summative Rating

APPENDIX I

DISTRICT STUDENT GROWTH MEASURE INDEX

Brooklyn OTES

Teacher Category	Value-Added		Vendor Assessment		SLO/Other		Shared Attribution		Evaluation Total (%)
A-1 (Value-Added Only)	50%	+	N/A	+	0%	+	0%	=	50%
A-1 (Value-Added Only) A-2 (Value-Added + Non-Value-Added)	must be 26-50%	+	N/A	+	must be 0-24%	+	must be 0-24%	=	must equal 50%
	Proportional to teacher schedule	+	N/A	+	Proportional to teacher schedule	+	0%	=	50%
A-2 (Value-Added + Non-Value-Added) B (Vendor Assessments)	must be 10-50%	+	must be 0-40%		must be 0-40%		must be 0-40%	=	
	N/A	+	25%	+	25%	+	0%	=	50%
B (Vendor Assessments) C (LEA Measures)	N/A N/A	+	must be 10-50%	+	must be 0-40%	+	must be 0-40%	=	must equal 50%
		+	N/A	+	50%	+	0%	=	50%
C (LEA Measures)	N/A	+	N/A	+	must be 0-50%	+	must be 0-50%	=	must equal 50%

APPENDIX K

**BROOKLYN CITY SCHOOL DISTRICT
EVALUATION MATRIX**

Ohio Teacher Evaluation System

Combining Teacher Performance and Student Growth Measures

Each category’s sub-scores are combined on the *lookup table to determine rating. The vertical axis of the lookup table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the lookup table, a final summative rating will be determined. See Appendix C (under development, to be added at a later date) for further information.

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

*Pending state board adoption