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# AGREEMENT

between the

# **BRECKSVILLE-BROADVIEW HEIGHTS BOARD OF EDUCATION**

and the

# **BRECKSVILLE-BROADVIEW HEIGHTS EDUCATION ASSOCIATION**

# **CUYAHOGA COUNTY**

Effective July 1, 2016 through June 30, 2021

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# **SECTION 1 – STATEMENT OF PURPOSE**

#### A. <u>Philosophy</u>

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

#### B. Legal Contract

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

#### C. <u>Definition of Days</u>

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

# **SECTION 2 – RECOGNITION**

#### A. <u>B.E.A. Recognition</u>

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

#### B. <u>Bargaining Unit Members</u>

1. Teacher(s) shall mean all certificated/licensed personnel, but excluding the Superintendent, Director of Human Resources, Director of Curriculum and Instruction, Principal, Assistant Principal, Technology Coordinator, Director of Pupil Services, county employees, day-to-day substitutes, home instruction tutors, High School Athletic Director, and all other supervising and managerial personnel. Additionally, if any certificated/licensed employee holds a part-time administrative position during the regular school year that is excluded from the bargaining unit, his/her individual teaching position shall also be excluded from the bargaining unit for the period that he/she is in the part-time administrative position.

- 2. Long-term substitutes hired for less than one (1) full school year shall be excluded from the bargaining unit until said hired teacher shall be employed in the same assignment for more than sixty (60) actual work days at which time said teacher shall be considered a bargaining unit member and shall be given all of the rights and privileges of the Agreement beginning with the sixty-first (61) day of employment subject to the provisions of Section 17. During the school year when a vacancy occurs due to death, resignation, retirement or termination of a teacher, a long-term substitute hired for less than one (1) school year may be employed. Long-term substitutes hired for one (1) full school year shall be considered members of the bargaining unit from their first day of employment and shall be given all of the rights and privileges of the Agreement from their first day of employment subject to the provisions of Section 17. A long-term substitute hired for less than one (1) full school year, whose position subsequently becomes a full year position because of a teacher's request for leave of absence extension, shall be considered a member of the bargaining unit after sixty (60) days in the same hired position, shall be given all of the rights and privileges of the Agreement subject to the provisions of Section 17 with the sixty first (61) day of employment, and will not be eligible for retroactivity from his/her first day of employment.
- 3. Any long-term substitute who becomes a bargaining unit member upon his/her sixty first (61<sup>st</sup>) day of employment in the same assignment prior to January 1, 2011 will receive a lump sum payment, subject to applicable taxes and withholdings, equivalent to twenty (20) workdays. This payment will be made in the second pay period after the teacher becomes a bargaining unit member. No lump sum will be paid to long-term substitutes who enter into their sixty first (61<sup>st</sup>) day of employment on or after January 1, 2011.
- C. <u>Rights of B.E.A.</u>

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

# **SECTION 3 – RIGHTS OF THE BOARD**

A. Board Recognition

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

#### B. <u>Rights of Board</u>

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

# **SECTION 4 – RIGHTS OF B.E.A.**

# A. <u>Bulletin Board</u>

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

# B. <u>B.E.A. Meetings</u>

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

# C. <u>B.E.A. Business Release Time</u>

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

# D. <u>Use of School-Owned Copy Equipment</u>

B.E.A. may use school-owned copy equipment and e-mail, providing that:

- 1. The use is for necessary and actual BEA business;
- 2. Use of equipment does not interfere with school-usage requirements and the operation is conducted by teaching personnel at such times other than contracted service periods;

- 3. The purpose is solely the legitimate and internal business of B.E.A. such as records, notices, and correspondence and not for public distribution; and
- 4. Cost of expendable supplies and equipment repairs from misuse shall be reimbursed by B.E.A.

#### E. <u>Mailboxes/Email</u>

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

# **SECTION 5 – FAIR SHARE FEE**

#### A. <u>Automatic Payroll Deduction</u>

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

#### B. <u>Implementation</u>

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

#### C. <u>Commencement</u>

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

#### D. <u>Transmission of Rates</u>

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

#### E. <u>New Hires</u>

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

#### F. <u>Provisions of Records</u>

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

# G. <u>Appeal</u>

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

#### H. <u>Amount</u>

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

#### I. <u>Exclusive Right of B.E.A.</u>

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

#### J. Defense and Indemnification

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

K. Any provisions of this section that were declared unconstitutional by the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees, Council 31, shall no longer apply, unless or until the Janus decision is overturned or modified by future Supreme Court rulings and/or changes in state or federal law. All other provisions of this Article which are unaffected by the scope of the Janus v. American Federation of State, County, and Municipal Employees Council 31, shall remain in full force and effect.

#### **SECTION 6 – SHARED SOLUTIONS COMMUNICATIONS FORUM**

#### A. <u>Purpose</u>

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

#### B. <u>Dissolution</u>

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

#### C. <u>Schedule</u>

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

#### D. Agenda

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

# SECTION 7 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

# A. <u>Responsibilities</u>

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

# B. <u>Release Time/Compensation</u>

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

# C. <u>Facilities and Supplies</u>

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

# D. <u>Structure</u>

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

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

# **SECTION 8 – MASTER TEACHER COMMITTEE**

# A. <u>Responsibilities</u>

There shall be a Master Teacher Committee. The responsibilities of this committee shall include, but not be limited to: (1) reviewing and scoring Master Teacher applications, narratives and document samples; (2) establishing an appeal process; and (3) maintaining records including EMIS reporting forms, candidates' scoring reports and candidates' written narratives.

# B. <u>Release Time/Compensation</u>

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

# C. <u>Facilities and Supplies</u>

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

#### D. <u>Structure</u>

This District-wide MTC shall be comprised of five (5) persons, three (3) of whom shall be teachers. All three grade level bands (Pre-K-5, 6-8, 9-12) will be represented by teachers on the committee. In the initial year of implementation, the teachers must qualify as potential Master Teachers and be endorsed by both the Association and the administration. In subsequent years, teacher representatives will be selected by the B.E.A. and must hold the Master Teacher credential.

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

# **SECTION 9 – NEGOTIATIONS PROCEDURES**

#### A. <u>Initiation</u>

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

#### B. <u>First Session</u>

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

#### C. <u>Scope</u>

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

#### D. <u>Schedule and Proposals</u>

The schedule for the negotiating sessions shall be prepared through a meeting for the parties within twenty (20) calendar days of the date on which either the Board or the B.E.A.-initiated negotiations by serving written notice to the Superintendent on behalf of the Board, or the B.E.A. President, on behalf of the B.E.A. Once the schedule for bargaining has been mutually agreed to, a date for the exchanging of proposals shall be set. Once bargaining proposals have been exchanged, no new items may be added by either party except through mutual agreement.

#### E. <u>Exchange of Information</u>

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

#### F. <u>Good Faith</u>

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

#### G. <u>Tentative Agreement</u>

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

#### H. <u>Impasse</u>

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

# I. <u>Federal Mediation</u>

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

# J. <u>Closed Sessions</u>

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

#### K. <u>Notification of SERB</u>

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

# L. <u>Alternate Negotiations Procedure</u>

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

# M. <u>Interim Negotiations</u>

- 1. 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 agreement within twenty (20) calendar days after the first negotiations 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 procedure set forth in Section 4117.14 of the Ohio Revised Code.
- 2. If agreement is not reached within twenty (20) calendar days after the first mediation session, the provision of O.R.C. 4117.14(D)(2) shall apply.

# **SECTION 10 – GRIEVANCE PROCEDURE**

# A. <u>Purpose</u>

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

#### B. <u>Definitions</u>

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

# C. <u>Submission of Grievance</u>

# 1. <u>Informal Step</u>

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

- 2. Each grievance shall be submitted in writing on a form (Attachment 1) and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identify of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. When a grievance has been submitted, the B.E.A. shall be entitled to be present at all formal grievance levels.
- 3. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions or absence hereof on which it is based. The failure of a teacher to file a grievance when the violation of the Agreement is an issue shall not constitute any waiver of B.E.A.'s right to file a future grievance on that issue involving another grievant within the required thirty (30) day period of the occurrence.
- 4. In the event a grievance is filed at such time that it cannot be resolved by the close of a school year, further attempts at resolution shall be postponed until the beginning of the new school year, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next school year.
- 5. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal. If mutually agreed upon by the grievant and the Superintendent, grievances where the building principal does not have the sole authority to make adjustments may be filed directly with the Superintendent.
- 6. The B.E.A. may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal; otherwise, it shall be submitted directly to the Superintendent. If mutually agreed upon by the grievant and the Superintendent, grievances where the building principal does not have the sole authority to make adjustments may be filed directly with the Superintendent.

- 7. The aggrieved teacher may at his/her own option and at his/her own expense be represented at all formal stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or any officer of any teaching organization other than the B.E.A., OEA, and NEA.
- 8. In the event a teacher chooses to have a grievance processed without the participation of the B.E.A., such party shall be liable for any expenses incurred in such processing.
- 9. The parties may mutually agree to extend any of the grievance timelines.
- 10. No reprisals of any kind shall be taken by the Board or by any member of the administration against the grievant(s), the Association, or any participant(s) in the grievance procedure by reason of such participation.
- D. <u>Grievance Procedure</u>
  - 1. <u>Step One: Building Principal</u>

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

2. <u>Step Two: Superintendent/Designee</u>

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

- 3. <u>Step Three: Arbitration</u>
  - decision If the teacher(s) does not accept the of the a. Superintendent/designee, and the grievance involves the meaning or application of a specific section(s) of this Agreement, he/she may, within five (5) days, refer the grievance to the B.E.A. Within five (5) days of receipt of the grievant's request for a Step Three hearing (arbitration), the B.E.A. will decide whether to request a Step Three hearing (arbitration). Such a request for arbitration will be sent to the Superintendent within five (5) days of the B.E.A.'s decision. Therefore, the request for arbitration must be submitted to the Superintendent no later than the twentieth (20th)

day after the grievant(s) received the Superintendent's written response or, in the case of no response from the Superintendent, no later than the twenty-fifth (25<sup>th</sup>) day after the grievance was submitted to the Superintendent. Upon receipt of the request, B.E.A. shall request the American Arbitration Association to submit a list of seven (7) National Academy arbitrators. Either party may request a second list. Upon receipt of such list, the Board and the B.E.A., or their designees, shall alternately strike names from the list until one (1) ultimately is designated as the arbitrator.

- b. The arbitrator shall be empowered only to base his/her decision upon a specific section(s) of this Agreement and shall have no power to add to, subtract from, or modify this Agreement.
- c. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on B.E.A., its members, the teacher(s) involved, and the Board.
- d. The fees and expenses of the arbitrator shall be shared equally by the Board and by B.E.A.
- e. The grievant(s), employees who are witnesses, the B.E.A. President, and the B.E.A. Grievance chairperson shall be excused from work for arbitration hearings with no loss of pay, benefits or emoluments. Teachers who are to be excused for an arbitration hearing shall notify their building principal or designee of their request at least forty-eight (48) hours prior to the date of hearing.

# **SECTION 11 – THE CONTRACT DOCUMENT**

The teacher contract shall contain:

A. <u>Master Agreement</u>

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

#### B. <u>Annual Teacher Contract Notice</u>

The annual teacher contract notice shall contain:

1. <u>Type, Length</u>

Limited, extended limited, or continuing, and, if limited, the number of years for its duration.

2. <u>Salary</u>

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

# **SECTION 12 – DEFENSE AND INDEMNIFICATION**

# A. <u>Defense Provision</u>

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

#### B. <u>Co-Counsel</u>

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

# C. Indemnification Provision

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

# D. <u>Consent Judgment or Settlement</u>

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

#### E. <u>Appeal Restrictions</u>

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

# F. <u>Release Time</u>

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

#### G. <u>Securing Professional Advice</u>

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

#### H. <u>Confidentiality</u>

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

#### I. <u>Teacher Cooperation</u>

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

# **SECTION 13 – NO STRIKES**

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

# **SECTION 14 – PROGRESSIVE DISCIPLINE**

A. Just Cause

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

B. <u>Steps of Progressive Discipline</u>

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

- Step 1. Verbal reprimand
- Step 2. Written reprimand
- Step 3. Suspension with or without pay, not to exceed two (2) days
- Step 4. Suspension with or without pay, not to exceed five (5) days
- Step 5. Termination in accordance with O.R.C. 3319.16

# C. <u>Pre-disciplinary Meeting</u>

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

# D. <u>Disciplinary Hearing</u>

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

#### E. <u>Step 1 through Step 2 Hearings</u>

- 1. The teacher's immediate supervisor shall hold the Step 1 or Step 2 hearings.
- 2. At least three (3) workdays prior to the Step 1 or Step 2 hearings the teacher will receive written notice of the reasons for the meeting and the right to have one (1) B.E.A. representative of his/her choice at this hearing. If a representative is requested, no hearing shall occur unless the representative is present. The Director of Human Resources and Association President will also receive a copy of the notice. [See Attachment 11]
- 3. At this hearing the teacher shall have the right to face his/her accuser(s) and rebut the allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing.

4. At the conclusion of this hearing, if the administrator issues a verbal reprimand, that administrator shall notify the B.E.A. President and the Director of Human Resources on the appropriate form (Attachment 10) that a verbal reprimand has been issued. This form shall not be placed in the teacher's personnel file; instead it will be placed in the administrative working file subject to the restrictions outlined in Section 14-G and Section 28-I. If the administrator issues a written warning, a copy will be placed in the teacher's personnel file.

# F. <u>Step 3 through Step 5 Hearings</u>

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

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

# H. <u>Termination</u>

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

# I. <u>Right of Appeal</u>

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

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

# J. <u>Pay/Benefits</u>

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

#### K. <u>Assignment to Home</u>

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

- 1. The pre-disciplinary meeting and disciplinary hearing will occur within three (3) teacher workdays of the teacher's notification of his/her home assignment.
- 2. When the teacher is assigned to his/her home, he/she shall be given written reasons for the assignment.

- 3. The teacher shall have the right to have two (2) representatives at both the predisciplinary meeting and the disciplinary hearings. These representatives shall be either B.E.A. or OEA representatives.
- 4. When the request for such representatives is made no pre-disciplinary meeting or disciplinary hearing shall be conducted unless the representatives are present.
- 5. If the teacher chooses not to have B.E.A. or OEA representatives, either the Director of Human Resources of the Superintendent will inform the B.E.A. of the situation and of the date/time/location of the disciplinary hearing. One (1) B.E.A. or OEA observer may attend the hearing, with the teacher's permission.
- 6. If a grievance is filed, pay will continue pending the outcome of expedited arbitration.
  - a. If the teacher's position is upheld in the grievance/arbitration process, all record(s) of the home assignment along with any and all records of the progressive discipline procedure shall be removed from all personnel and building files.
  - b. If the teacher's position is not upheld in the grievance/arbitration process, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis.
  - c. If the teacher's home assignment relates to a pending termination (Step 5), the teacher cannot file a grievance.

# **SECTION 15 – WORKING CONDITIONS**

#### A. Length of the Teacher's Day

- 1. The teacher workday shall be as follows:
  - a. All teachers' workdays will be eight hours.
    - (1) 7:10 a.m. to 3:10 p.m. High School
    - (2) 7:20 a.m. to 3:20 p.m. Middle School
    - (3) 8:00 a.m. to 4:00 p.m. Elementary Schools K-4
    - (4) 7:30 a.m. to 3:30 p.m. Stepping Stone

The Changes contained in Paragraph A; 1; a, of Section 15 will be for the 2019-2020 and the 2020-2021 school years only. If an extension of the above bell schedule is needed

after the 2020-2021 school year, it shall be by mutual agreement between B.E.A. and the BBHCSD BOE.

- b. The sixty (60) minutes per week of PLC time may be scheduled through mutual PLC decision in sixty (60) minute blocks and occur beyond the scheduled eight (8) hour workday, whereby Association members will be provided flexible time on another day(s). Association members shall notify their building administration prior to using flexible time.
- c. Thirty (30) hours of administratively-called meetings per year (exclusive of student disciplinary meetings, IEP meetings, and emergency meetings called by the Superintendent) scheduled during the eight (8) hour workday.
- d. Three Hundred Forty (340) minutes of planning time per week for elementary teachers during the student day.
- e. Four Hundred (400) minutes of planning time per week for middle school and high school teachers during the student day.
- f. If a staff member is unable to attend a scheduled PLC meeting, an equivalent alternative will be developed between the teacher and his/her supervisor.
- 2. <u>School Year</u>
  - a. The parties acknowledge that from time to time certain circumstances arise whereby it may be prudent to adjust the starting and ending times of a teacher workday.
  - b. When such circumstances arise, and upon the mutual agreement between the teacher and the building administrator, and with prior written approval of the teacher's building principal, the starting and ending time of a teacher's workday may be adjusted to times which are different from the teacher workday consistent with the parameter that the adjusted workday or make-up day time arrangement must still conform with the eight (8) hour workday requirement for teachers.
- B. <u>Lunch Time</u>

All teachers shall be granted a minimum forty (40) minute lunch period without assigned responsibilities. The pass time between bells shall not be included in the calculations of a teacher's lunch period. When necessary, and with mutual agreement between the Superintendent (or designee) and the B.E.A. President, the forty (40) minute lunch period may be reduced to accommodate other instructional needs and objectives. The occasional shortening of the forty (40) minute lunch period for routine activities such as

assemblies, pep rallies or early releases shall not be subject to this provision. However, in no instance shall lunch be shortened to less than 35 minutes under any of the aforementioned circumstances.

#### C. <u>School Year</u>

- 1. The school year shall consist of one hundred eighty-six (186) days.
  - a. The first two teacher days of the school calendar shall be for building and District meetings and teacher work; however, the meetings will not exceed the equivalent of one (1) day.
  - b. The last day of the first and third quarters shall be one-half  $(\frac{1}{2})$  day for professional development (3.5 hours) and one-half  $(\frac{1}{2})$  day for teacher work.
  - c. The last day of each semester shall be one-half  $\binom{1}{2}$  teacher work day and one-half  $\binom{1}{2}$  unassigned day.
  - d. The Wednesday before Thanksgiving shall be release time in exchange for the two (2) parent teacher conferences.
- 2. Teachers new to the district are required to attend a two-day new teacher orientation of which the second day will be paid at the teacher's per diem rate.
- 3. There shall be one (1) student early release day on the last student day of the school calendar for teacher work.
- 4. Students enrolled in the Developmental Preschool Program shall have a delayed start to the school year for the first three (3) regularly scheduled student days and shall be released early from attending the last four (4) regularly scheduled student days.
- 5. There shall be a Professional Development Committee at each building that is comprised of teachers and at least one (1) administrator. Additionally, there shall be a District Professional Development Committee comprised equally of administrators and teachers. One (1) person from each Building Professional Development Committee shall serve on the District Professional Development Committee.
- 6. In the event that calamity days are to be made up if the amount used in a school year is in excess of five (5), a committee will be formed consisting of one representative from the Brecksville-Broadview Heights Education Association, one representative from the Brecksville-Broadview Heights Organization of Support Staff, one administrator, and one community member. The committee will make a recommendation to the Board as to when the days should be made up.

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

# D. <u>Assignment</u>

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

- 5. In addition to the classroom instructional assignment, teachers may be assigned on an equitable basis, as determined by the building principal, such noninstructional assignments as supervision of homeroom, corridors, lunchrooms, playgrounds, and other tasks necessary for operating a school building. These tasks are considered a part of the total teaching assignment except when the Board approves certain duties deserving compensation above the salary schedule.
- 6. It is desirable to provide teachers the opportunity to be considered for vacancies. Notice of a job vacancy (for either a teaching, supplemental or administrative vacancy), along with its requirements, will be posted in each building on the bulletin board nearest the teachers' mailbox, prior to its being filled. During the summer months administrative, teaching, and supplemental vacancies will be listed on the District's website. Teachers may sign up for automatic email alerts about postings. Teachers who apply for such vacancy within seven (7) days of the posting of the notice shall be given full consideration for any vacancy based upon area of competence, certification, evaluation, and length of service in the District.
- 7. When vacancies meeting specific requests are available, the teacher requesting such change will be given first consideration, providing that teacher is qualified for the position available.
- 8. In order to ensure effective delivery of instruction by appropriately certified and maintain licensed individuals. а teacher must his/her teaching certification/licensure for at least five (5) years after his/her date of hire. After that time, if the teacher has not taught in an area in which he/she is certified/licensed in any rolling five (5) year period, the teacher may drop that area of certification/licensure with notice to the Superintendent/designee as per Ohio Department of Education requirements, to be submitted on or before March 31 of the fifth (5<sup>th</sup>) year of the rolling five (5) year period via Attachment 2. For a teacher on a leave of absence, the rolling five (5) year period would encompass only years of active teaching service.
- 9. Teachers are expected to maintain on file with the Superintendent's office paperwork reflecting current licensure. In the event a teacher does not timely complete his/her coursework requirements or timely file the paperwork to renew the teacher's licensure prior to the start of the school year, the teacher will be expected to apply for and receive a substitute license and will teach under the substitute license until the teacher's regular teaching license is renewed. The teacher will be paid at the hourly substitute teaching rate of pay and will not be eligible for benefits for the period in which they are teaching under the substitute license. The teacher will not be entitled to any retroactive reinstatement of the teacher's regular salary upon receipt of the renewed license. In the event the teacher does not obtain the renewed license prior to the start of the second grading period, the teacher will be terminated for cause pursuant to ORC 3319.16. This

deadline of the start of the second grading period shall be mutually extended if it is violated for reasons beyond the teacher's control.

### E. <u>Position-sharing</u>

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

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

- 5. Each teacher shall acquire one-year seniority for each year of position-sharing work providing each teacher works a minimum of 120 days per year or is scheduled to work two and one-half (2 ½) days per week. For example, a Kindergarten teacher with a fifty percent (50%) contract would be required to perform two and one-half (2 ½) days of instruction per week.
- 6. Position-sharing teachers shall receive a pro-rata share of all salary and benefits as contained in this contract.
- 7. The schedule to be worked by position-sharing teachers shall be determined by the administration with input from the teachers involved. The Plan developed by the team (see paragraph 4, above) will reflect the master schedule.
- 8. A teacher with documented professional difficulties shall not be eligible for position-sharing.
- 9. Position-sharing applications will be considered annually. Upon the dissolution of a partnership, the individual position-sharing teacher shall be guaranteed the contract that he/she held prior to position-sharing.
- 10. Position sharing arrangements will be evaluated on an ongoing basis by the administration to determine if the Plan is being effectively implemented. The evaluation may include classroom observations and meetings with the team members. The team will meet with the administrator at least two (2) times prior to the end of the first semester to formally review the effectiveness of the position sharing arrangement. Any concerns related to the effectiveness of the position sharing arrangement will be promptly communicated to the team, which will be responsible for developing a strategy to address the concern(s), including revising the Plan. If the concerns persist, the team will be advised prior to February 1<sup>st</sup> that the arrangement will not be approved for the following year. An unsuccessful position sharing arrangement will not preclude a teacher from applying for another opportunity with a different partner.
- 11. Position-sharing teachers who teach in the morning must attend all morning meetings; position-sharing teachers who teach in the afternoon must attend all afternoon meetings. Position-sharing teachers must attend all required evening meetings.
- 12. If more than five (5) pairs of teachers apply to position-share in any school year, anyone who has position-shared for at least three (3) years would not be eligible to position-share in that year.
- 13. Not being able to position-share during a particular school year does not prevent a teacher from requesting a part-time assignment. However, once a teacher has entered into a contract for a part-time position, he/she is only guaranteed that percent of employment in future years.

# F. <u>Meetings</u>

- 1. Whenever possible under all existing circumstances, building meetings will be on an "as required" basis with an advanced agenda and scheduled at convenient times. For purposes of this section, teachers teaching in more than one (1) building shall be assigned to only one (1) building's meetings.
- 2. When any teacher attends a meeting during his/her guaranteed forty (40) minute lunch, he/she shall be compensated for this time at his/her pro-rated per diem rate if the meeting was requested by the building administrator.
- 3. Staff meetings shall be scheduled at convenient times and an agenda shall be provided at least twenty-four (24) hours in advance of the meeting. There can be a maximum of thirty (30) hours of administratively-called meetings per year (exclusive of student disciplinary meetings, IEP meetings, and emergency meetings called by the Superintendent).
- 4. The Administration will notify teachers in advance of any meetings that will be recorded or broadcast in part or in full.
- 5. The Administration may utilize up to ten (10) minutes of additional flex-time twice a month to schedule forty (40) minute administratively-called staff meetings. Staff meetings utilizing flex-time must be scheduled a minimum of two (2) weeks in advance or staff attendance will not be required for any additional time beyond the contractual day. Minutes utilized under this section are part of the thirty (30) hours of administratively-called meetings.

# **SECTION 16 – RESPONSIBILITIES AND DUTIES OF INSTRUCTIONAL STAFF**

- A. <u>Teacher Responsibility</u>
  - 1. All teachers are responsible to the Superintendent through the building principal or other administrative or supervisory staff members.
  - 2. The senior high school teaching load will be six (6) assignments plus homeroom and an assigned non-curricular duty. Within the six (6) high school English academic class assignments (English I-IV, AP English & Creative Writing I-II), there shall be an effort to limit the assigned number of students to each English teacher to a total of 125 students as of August 1<sup>st</sup>, preceding each school year. High School teachers will have four hundred (400) minutes of planning time per week during the student day (prorated for part-time teachers). In no event, as of the August 1<sup>st</sup> date, shall there be a total in excess of 135 student assignments to each English teacher at the high school. For teachers who instruct English academic classes and specific English elective classes (Modern Novel, Debate,

Public Speaking, Journalism & Newspaper Publishing), there shall be an effort to limit the assigned number of students to those English teachers to a total of 135 students as of August 1<sup>st</sup>, preceding each school year. In no event, as of the August 1<sup>st</sup> date, shall there be a total in excess of 145 student assignments to those English teachers at the high school. The Superintendent shall have complete discretion and authority after August 1<sup>st</sup> to assign in excess of the 135 or 145 students due to subsequent increased student enrollment. If the limits are exceeded as of the first Monday in October, each affected English teacher will receive a stipend of twenty dollars (\$20) for each student in excess of the 135 or 145 students enrolled after the first Monday in October will not be counted toward the stipend. Said stipend shall be paid by separate check on or before the first payroll in November and is subject to withholdings (taxes, S.T.R.S., etc.).

- 3. Middle school teachers will have 400 minutes of planning time weekly during the student day (prorated for part-time teachers). Efforts will be made to assign each seventh and eighth grade English teacher a maximum of 135 students. However, if the 135-student limit is exceeded as of the first Monday in October, each affected seventh and eighth grade English teacher will receive a stipend of twenty dollars (\$20) for each student in excess of the 135 students assigned to the English teacher as of the first Monday in October. Middle school students enrolled after the first Monday in October will not be counted toward the stipend. Said stipend shall be paid by separate check on or before the first payroll in November and is subject to withholdings (taxes, S.T.R.S., etc.).
- 4. Each elementary teacher, intermediate teacher, elementary school counselor, psychologist (all levels), and Speech/Language Pathologist (all levels) shall have at least three hundred forty (340) minutes of planning and conference time per week during the student day. This planning/conference time shall be in blocks of no fewer than ten (10) minutes. In addition, building teachers may work with their respective grade level team leaders to devise a schedule that will release kindergarten-fifth grade teachers during the school day up to four (4) hours per year for collaboration and/or individual planning time that will be determined by the teachers' preferences/needs. The schedule must be approved by the building administration. The scheduled time for each teacher will be dependent upon sufficient supervision of students by existing staff, supplemented as possible with volunteers.

### B. Assignment of Student Teachers

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

- 3. In the event a college or university is barred from giving a stipend to a cooperating teacher, and instead gives that stipend to the District, the District shall create a supplemental contract for the cooperating teacher in the amount equal to the stipend the college or university awarded to the District. Said supplemental contract shall be paid to the teacher at the end of the semester in which the student teacher worked in the District.
- C. <u>Lesson Plans</u>

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

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

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

- F. <u>Parent-Teacher Conferences</u>
  - 1. Parent-teacher conferences (K-12) will be held on two evenings during the school year. Each evening will consist of three hours. Over the course of the two three-hour evenings for parent-teacher conferences, each teacher shall schedule a minimum of fourteen (14) in-person and/or telephone conferences (for the parents who are unable to attend in person). Teachers shall document each parental conference including the name, time and student's grade at the time of the conference. Additional comments shall not be required unless the student is in jeopardy of failing at the time of the conference or the teacher wishes to document the communication.
  - 2. The scheduling of the parent conference evenings will be determined by the building principals K-3, 4-5, 6-8, and 9-12 after receiving staff input. The K-3 parent-teacher conferences shall be scheduled on dates different from the 4-5

parent-teacher conferences. These dates will be announced at least thirty (30) days before the conference evenings.

- 3. Elementary teachers shall be provided additional release time as necessary to enable each teacher to complete parent-teacher conferences.
- 4. Intervention specialists, psychologists, and speech-language therapists shall attend parent-teacher conferences.

# G. <u>Traveling Teachers</u>

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

# H. <u>Developmental Pre-School</u>

- Each teacher in the developmental pre-school program shall have students four (4) days a week (Monday through Thursday).
- 2. Fridays shall be used for conferencing, preparation, planning, and home visits.
- I. <u>Medical Procedures</u>
  - 1. No teacher shall be required to perform any medical procedures (including but not limited to bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any student.

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

# J. <u>Non-classroom Teachers</u>

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

# K. Mandated Individually Administered Diagnostic Tests

- 1. Preschool teachers will receive a substitute for one (1) day per semester to accommodate the administration and grading of state-mandated diagnostic assessments (i.e. DIBELS). If a teacher requires additional release time due to class size, arrangements can be coordinated through the building principal.
- 2. Kindergarten teachers will use the first three days of school for kindergarten phase-in, orientation, and any required testing.
- 3. When a diagnostic test requires a one-to-one administration setting according to the required guidelines, the building principal shall work with the teacher teams to establish an appropriate testing schedule and to provide classroom teachers with substitutes when needed.

- 4. To facilitate the administration of diagnostic testing, a team approach to administration shall be utilized by ensuring that the educational professionals are assisting in the educational process (i.e., reading specialists, ELL teachers, regular education teachers, school counselors, etc.)
- L. <u>Professional Learning Community</u>
  - 1. Sixty (60) minutes per week, divided into a minimum of thirty (30) minute blocks, will be dedicated to the work of professional learning communities ("PLC"). The collaboration of teams shall cover PLC work, the continuous improvement plans for the building ("CIP"), and the strategic (or long-range plan) of the district. PLC time shall not be considered planning time under the terms of this Agreement.
  - 2. At the Pre-K-3 level, the Administration may schedule districtwide grade-level or content-level meetings once per month. The elementary day will be adjusted to 8:00 a.m. to 4:00 p.m. for that day. This sixty (60) minute meeting will satisfy the weekly sixty (60) minute PLC meeting requirement for that week. Teachers will be provided with travel time when meetings are held away from their home school.
- M. <u>College Credit Plus</u>
  - 1. In order to address the implementation of student options for state-mandated postsecondary education, a co-facilitated College Credit Plus (CCP) committee shall be created. The committee will meet regularly (at least quarterly) to develop a comprehensive plan for the implementation of College Credit Plus. The committee shall be comprised of an equal number of bargaining unit members and Brecksville-Broadview Heights City School District administrative employees. The bargaining unit members shall be appointed by the BEA President, and the administrative employees shall be appointed by the Superintendent. The total combined number of the committee members shall not exceed eight (8) unless additional staff is invited by mutual consent.
  - 2. The co-facilitated committee shall present the product of its efforts to the BEA President and Superintendent on a mutually agreed upon date. The BEA and Board shall then negotiate the mitigating issues identified based on the recommendations of the co-facilitated committee for implementation during the 2017-2018 school year. The parties agree that the committee will meet quarterly in order to review, assess and, if necessary, refine the implementation of College Credit Plus as mutually agreed.
  - 3. Adequate release time shall be granted for the work of the committee. If members of the College Credit Plus Committee determine by consensus to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate of .0007 of the highest teacher

base in effect for each hour of College Credit Plus work beyond the teacher day. The members of the College Credit Plus Committee will determine the frequency of meetings beyond those contractually required, the date of meetings, location, and time of meetings.

# SECTION 17 – LONG-TERM SUBSTITUTES AND GRANT-FUNDED TEACHING POSITIONS

### A. <u>Expiration of Employment</u>

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

### B. <u>Contract Stipulations</u>

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

### C. <u>Provisions Not Applicable</u>

Neither the provisions of Section 29, (Non-renewal), nor the provisions of Section 3319.11, Ohio Revised Code, shall apply to long-term substitutes.

# D. <u>Exception</u>

Neither the provisions of Section 30, (Staff Reduction), nor the provisions of 3319.17, Ohio Revised Code, shall apply to long-term substitutes. However, if a long-term substitute who was in the same position for at least one hundred twenty (120) days during the school year is given a regular teaching position that begins the very next school year, the period of time he/she spent as a long-term substitute immediately previous to the regular teaching position shall count for the purpose of seniority.

### E. <u>Provisions Not Applicable</u>

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

#### F. Indefinite Assignment

Any long-term substitute who, after finishing the school year in a particular teaching assignment, is reassigned to that same assignment the following year, shall be offered a teaching contract, shall become a bargaining unit member, and shall have all of the rights and privileges afforded by the contract.

### G. <u>Grant-Funded Teaching Positions</u>

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

### <u>SECTION 18 – INTERACTIVE DISTANCE LEARNING</u>

#### A. <u>Definition</u>

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

B. Job Security

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

C. <u>Assignments</u>

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

#### D. <u>Course Structure</u>

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

### E. <u>Discipline</u>

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

### F. <u>Equipment</u>

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

### G. <u>Make-Up Work</u>

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

#### H. <u>Videotapes</u>

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

#### I. <u>Teacher Evaluation</u>

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

### J. <u>Class Size</u>

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

#### K. <u>Teacher Absence</u>

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

### L. <u>Strikes</u>

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

### M. <u>Course Offerings</u>

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

### N. <u>Compensation/Preparation Period</u>

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

### O. <u>Training</u>

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

### P. <u>Extended Day</u>

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

### Q. <u>First Year Evaluation</u>

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

### R. <u>Travel</u>

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

# **SECTION 19 – SPECIAL EDUCATION**

### A. <u>Inclusive/Collaborative Team Notification</u>

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

### B. <u>Volunteers</u>

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

C. <u>Training</u>

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

D. <u>Class Size</u>

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

### E. <u>Common Planning Time</u>

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

### F. <u>Planning Time</u>

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

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

# G. <u>IEP Writing</u>

Intervention specialists, developmental pre-school teachers, and school psychologists will be assigned, by the Director of Human Resources, one IEP writing workday for every four (4) IEPs on a case manager's caseload. These days must be utilized in full-day increments and scheduled ahead of time with building administration, which shall not be unreasonably withheld. IEP writing may occur at an off-site location.

- 1. <u>Autism Scholarship Program</u>
  - a. In order to assist the Brecksville-Broadview Heights school psychologists with compensation for the evaluation responsibilities created by the Peterson and Autism Scholarship Programs in non-public schools within the Brecksville-Broadview Heights City School District, the obligation to perform such evaluations will be rotated through the school psychologists within the District according to full-time status (e.g., half-time psychologists would be assigned half the cases of a full-time psychologist). The school psychologist may opt out of the rotation by the first teacher day of school and the decision will be in effect for the remainder of that school year, and compensation will not be available to him/her. Once a school psychologist chooses to be part of the rotation, he/she must accept the responsibilities for the remainder of the given school year.

- b. Report writing for the evaluations conducted for non-public schools will be done outside the work day and be compensated One Hundred Eighty Dollars (\$180.00) per student that requires a full report. Compensation for evaluations will only occur for fully-completed evaluation team reports and not for any student where the District and parent have determined that the reevaluation is not necessary (a "waiver"). Designated hours shall be submitted using the adopted time sheet.
- 2. In the event that an IEP is added to an intervention specialist's caseload in a manner that cannot be resolved under Section 19(G), the BEA President and the Director of Human Resources shall resolve the allocation of time needed to complete the assignment by mutual agreement. For example, when an Intervention Specialist with four (4) IEPs is assigned one (1) additional student.

### H. <u>Multi-Factored Evaluation</u>

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

### I. <u>Speech/Language Pathologists</u>

- 1. Each speech/language pathologist shall be given NEOEA Day and President's Day as an extended time day in order to write IEPs.
  - a. If a speech/language pathologist wants to attend an NEOEA Day activity, he/she shall consult with the Director of Pupil Services in order to determine a different extended time day which must be scheduled on a day that is not part of the school calendar.
  - b. Payment for the extended time shall be made over the course of twenty-six (26) pays.
  - c. The speech/language pathologist will not use planning and conference time to deliver instructional services to his/her students.
- 2. Additionally, the speech/language pathologist will be provided with two full days or four half days of release time for the purpose of writing and maintaining a student's IEP. The speech/language pathologist will be responsible for requesting permission from the building principal at least five work days in advance and for reporting the absence through Renhill as a "professional day". Release time will not be available:
  - the first or last day of the school year;

- any non-student school calendar day;
- the day before or after holidays and long weekends;
- during District-wide professional development days including waiver days and in-service days.

### J. <u>IEP Meetings</u>

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

### K. <u>Alternate Assessments</u>

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

#### L. Special Education Case Loads

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

# **SECTION 20 – LEAVES**

- A. <u>Sick Leave</u>
  - 1. <u>Sick Leave Accumulation</u>
    - a. Each teacher shall be granted sick leave on the following basis: one and one-quarter 1<sup>1</sup>/<sub>4</sub>) days for each completed month of service or, fifteen (15) days of each completed year of service.

- b. If needed, up to five (5) days of sick leave shall be advanced to all teachers without accumulated sick leave at the beginning of each school year.
- c. Unused sick leave accumulation shall be unlimited.
- d. Each teacher shall be informed in writing on his/her paycheck the number of sick leave days he/she has accumulated.
- A teacher on an approved leave of absence (other than paid sick leave) shall neither accrue nor lose accumulated sick leave while on said leave. A teacher on paid sick leave may accrue sick leave at the rate of one and one-quarter (1¼) days for each completed month of service.
- 2. <u>Approved Use of Sick Leave Days</u>
  - a. Each teacher shall be granted paid sick leave up to the maximum number of days that he/she has accumulated.
  - b. Teachers may use sick leave for absence due to personal illness, pregnancy, care for his/her newborn child up to 6 weeks of age, injury, or exposure to contagious disease.
  - c. Teachers may use sick leave for absence due to illness, injury, or death in the immediate family. Immediate family shall be defined as spouse, child, parent, relative living in the same household as the teacher, or any person living in the same household as the teacher and who clearly has stood in the same relationship to the teacher as a spouse, child, or parent although not related to the teacher by law.
  - d. Members of the family not listed above Absence shall be granted up to but not to exceed five (5) days in any one (1) school year. Family in this category includes parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, and uncle.
  - e. Except for members of the immediate family, absence to provide day care for individuals who are ill is not considered an appropriate use of sick leave.
  - f. In extenuating circumstances, the Superintendent/designee may grant additional days.
- 3. <u>Notification of Sick Leave Use</u>
  - a. In case of absence, an elementary (K-5) teacher must telephone the person responsible for obtaining substitutes before 7:00 a.m., a middle school

teacher must call before 6:30 a.m., and a high school teacher must call before 6:00 a.m.

- b. If a teacher is absent on one day, and will not be returning to school the next day, he/she shall notify the principal's secretary of this by 2:00 p.m. on the day he/she is absent. Such notification is not necessary for known prolonged illnesses.
- 4. <u>Long-Term Use of Sick Leave</u>
  - a. For leaves that exceed sixty (60) consecutive days, the Superintendent may, at the Board's cost, require the teacher or the person for whom the leave is taken to be examined by a doctor selected by the Superintendent. If the opinion of the doctor selected by the Superintendent is that the continuation of sick leave is not medically necessary, the teacher or the person for whom the leave is taken shall be examined, at the Board's cost, by a second doctor selected jointly by the Superintendent' doctor and the treating physician of the teacher or person for whom leave is taken. The opinion of the second doctor in regard to continuation of sick leave shall be binding on the teacher and the Board as to the medical necessity of the leave.
  - b. A teacher who leaves and returns in the same school year shall be returned to his/her same assignment.
- 5. <u>Sick Leave Pool</u>
  - a. If a teacher is currently incapacitated for thirty (30) consecutive calendar days or more due to an accident, catastrophic illness, or long-term illness [defined as an illness where it is anticipated that the teacher will be absent at least ten (10) additional working days] of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, the teacher may apply to use the sick leave pool (Attachment 3) and another teacher may donate up to five (5) days (Attachment 4) of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
  - b. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.
  - c. Donation of sick days shall be initiated by a teacher on a form found as Attachment 4, no later than the pay period within which the sick leave of the absent teacher is exhausted.

- d. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher (Attachment 5).
- e. Donated sick leave shall not be considered as sick leave used for purposes of merit incentive for attendance payments.
- f. Upon request for sick days donation, the Superintendent/designee shall discuss with the B.E.A. President the eligibility of the claim. A teacher who meets the criteria set forth in paragraph (a) above, but who has been approved for other paid benefits such as workers compensation benefits or STRS retirement (disability or regular), will generally not be eligible to use the Sick Leave Pool. Exceptions may be made if the use of the Sick Leave Pool will enable the teacher to complete 120 work days for purposes of STRS benefits or in the event of a unique and extreme financial hardship.
- g. The Superintendent may require a doctor's certificate verifying eligibility. The decision to grant use of the Sick Leave Pool is made by the Superintendent. If the Superintendent and B.E.A. President are not in agreement as to whether use of the Sick Leave Pool shall be granted, either the Superintendent or B.E.A. President may decide that the specific situation will be decided by the Sick Leave Pool Committee. The Sick Leave Pool Committee is comprised of two (2) administrators appointed by the Superintendent, two (2) teachers appointed by the B.E.A. President, and one (1) Board member appointed by the Board. The decision of this Committee is made by majority vote and cannot be appealed.

# B. <u>Religious Holidays</u>

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

### C. <u>Personal Leave</u>

- 1. Each teacher shall be granted up to three (3) days of personal leave each school year without loss of salary.
- 2. Personal leave cannot be taken during "restricted time periods" which are defined as the first or last student day of the school year, any non-student school calendar day, or the day before or after holidays and long weekends.
- 3. During the "restricted time periods", personal leave may be approved for valid, disclosed reasons. Reasons that are considered to be valid are: funerals,

weddings of the employee or of a family member, court appearances, emergencies that create a hazardous condition to the teacher's family or property, graduations, school programs/events of the teacher's child, college visitations, formal religious functions, moving, and travel conditions beyond the teacher's control making it impossible to report as assigned (documentation required for this last reason). Exceptions may be made at the absolute discretion of the Superintendent/designee with reason(s) for the request listed in the "Notes to the Administrator" of the online reporting system.

- 4. To apply for use of a personal leave day(s), the teacher shall submit his/her request utilizing the online reporting system at least five (5) days in advance of the use of personal leave, unless an emergency arises or there are unforeseen circumstances.
  - a. Where an emergency or unforeseen circumstance arises, the personal leave request may be submitted to the building principal who will immediately forward it to the Director of Human Resources with less than the abovementioned time schedule.
  - b. However, it is understood that certain circumstances may prevent submission of a request form prior to the emergency or unforeseen circumstances leave. In such instances, the teacher shall submit the "Request for Personal Leave" form the day following return from such leave. Any teacher requesting emergency or unforeseen circumstances leave shall notify the person responsible for providing substitutes as much in advance as possible prior to said leave.
- 5. At the teacher's discretion, any personal leave days that he/she does not use during a school year shall be EITHER: (1) converted to sick leave and added to that teacher's sick leave accumulation, or (2) converted into a cash payment only if no personal leave days were used in a semester per 5.b. below.
  - a. <u>Conversion to sick leave</u>
    - Any teacher who wants his/her unused personal leave to be converted to sick leave days must complete and turn in the "Personal Leave Form" (Attachment 8) to the District Treasurer by June 15<sup>th</sup> or the benefit is forfeited.
    - 2) The personal leave days that were converted to sick leave days shall be reflected in the teacher's sick leave accumulation in the first August paycheck.
  - b. <u>Cash Payment</u>

- 1) Any teacher who has used no personal leave (excluding any carry over day under 5.c. below) during a semester of the past school year shall receive a payment of \$100 for each semester where no personal leave was used (i.e., \$200 maximum).
- 2) This cash payment shall be paid with the second payroll in July.
- 3) To receive this cash payment, the teacher must complete and turn in the "Personal Leave Form" (Attachment 8) to the District Treasurer by June 15<sup>th</sup> or the benefit is forfeited.
- c. <u>Carry Over of Personal Leave Day</u>

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

- d. In any given year, a teacher can only "convert" a maximum of three (3) unused personal leave days under 5.a. or 5.b. above.
- D. <u>Parental Leave</u>
  - 1. Parental leave of absence is a leave without pay and shall be for the balance of the year (the year being defined as July 1<sup>st</sup> through June 30<sup>th</sup>) in which delivery or adoption occurs or for a shorter period of time as requested by the teacher.
  - 2. Request for parental leave must be made to the Superintendent no later than one (1) month prior to the beginning of the parental leave. If the one (1) month notice cannot be given, the teacher shall notify the Superintendent as soon as possible. A request for parental leave may be withdrawn at any time before the requested parental leave begins.
  - 3. Parental leave may begin any time between the birth of a child and the child's first birthday. In the case of adoption, parental leave may begin upon receipt of custody of a child prior to his/her 6<sup>th</sup> birthday. Upon request by the teacher, sick leave may be used prior to parental leave following the birth or adoption of a child if illness or disability requires.
  - 4. Upon request of the teacher, his/her leave shall be extended for one (1) additional school year. At the end of this one (1) additional school year, and upon request of the teacher, his/her leave shall be extended for one (1) more additional school year.

- 5. Teachers on parental leave shall be notified by the Superintendent, in writing, of the expiration of the leave on or before March 1 and the necessity of notifying the District, in writing, of his/her plans to return. Written notice by the teacher shall occur no later than March 15 unless the delivery or adoption occurred subsequent to March 1, in which case the teacher shall have until July 1 to notify the Superintendent of his/her intention for the coming school year. If notification is not received on the date specified, it will be assumed that the individual on leave does not wish to return to employment with the Board. If notification is received on time, the teacher shall be placed in a teaching position as of the beginning of the coming school year.
- 6. Upon return from approved parental leave, a teacher shall be entitled to reinstatement to a substantially equivalent position for which the teacher holds a valid unexpired certificate/license.
- 7. The condition of maternity, pregnancy, miscarriage, abortion, childbirth and recovery there from or adoption shall not be grounds for the termination, nonrenewal, or failure to issue any limited or continuing contract, whether for the regular teaching duties, supplemental duties or administrative duties.
- 8. Parental leave shall also be given to a teacher who requests it in order to care for his/her parent(s).
- 9. Consecutive parental leaves shall not exceed four (4) consecutive years. If a teacher has utilized parental leave for four (4) consecutive years, he/she must be in active pay status for a minimum of 120 days before parental leave can again be granted. A parental leave of 120 days or more shall be considered to be a year of parental leave for the purposes of this Section.
- E. <u>Sabbatical Leave</u>
  - 1. Subject to the provision of Section 3319.131 of the Ohio Revised Code, sabbatical leave for study and research may be granted by the Board to teachers who have completed at least five (5) years of service in Brecksville-Broadview Heights City School District.
  - 2. The Board shall grant leave to no more than five percent (5%) of the teachers at any one time.
  - Sabbatical leave may not be granted to a teacher more often than once every five (5) years of service, nor may such leave be granted a second time to the same teacher when other teachers have filed a request for such leave.
  - 4. A teacher who is granted sabbatical leave will be required to return to the staff of Brecksville-Broadview Heights City Schools for at least one (1) year. If he/she does not return for one year, he/she shall be required to refund the Board monies

given for such leave. This restriction shall not apply to teachers with twenty-five (25) years or more of teaching in Ohio schools.

- 5. A sabbatical leave may be granted for one nine (9) week period, one (1) semester, one (1) full year, or for the last semester of one (1) year and the first semester of the following year. Each teacher on leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute, assuming such expected salary is greater than that paid to the substitute. It is understood that in computing the substitute's salary there shall be added the cost of the normal fringe benefits to be paid to the substitute. Teaching credit shall be given the same as if the teacher on sabbatical was teaching in the system. The teacher on sabbatical may continue at his/her cost all fringe benefits at the group rate.
- 6. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15<sup>th</sup> or October 15<sup>th</sup> preceding the school term within which the leave is desired. The application shall include a plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.
- F. <u>Assault Leave</u>
  - 1. If, in the course of employment, a teacher is assaulted by a student/adult, resulting in physical injury to the teacher which is severe enough to preclude the satisfactory performance of regular teaching duties, the teacher shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a doctor certifies that the incapacity will continue beyond such time. This assault leave shall not be charged against any other type of leave. Paid assault leave will be capped at ninety (90) working days except in extraordinary circumstances in which the cap can be extended by mutual agreement of the Superintendent and B.E.A. President.
  - 2. The teacher shall not qualify for assault leave except upon submission of an application justifying the granting of assault leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.
  - 3. Payment of assault leave shall be at the regular rate of pay (teacher's regular pay plus an extra-duty, supplemental and/or supplementary pay) in effect for such teacher at the time of such assault, or at the rate which the teacher may become eligible in accordance with the Ohio Revised Code, less any compensation to which the teacher is entitled under the Workers' Compensation Act of Ohio.
  - 4. A teacher who has been physically assaulted in connection with the performance of a professional assignment of this Board shall immediately give verbal notice to the building principal. In extraordinary circumstances where immediate notice is not possible, the teacher must give verbal notice no later than twenty-four (24)

hours after the assault has occurred, unless they are unable to do so due to the extreme nature of their injuries. In addition, the teacher shall file a written report signed by the teacher within two (2) working days of the assault.

- 5. If court action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.
- 6. A teacher temporarily disabled as a result of a physical assault shall be returned to the same position held at the time of the incident, or shall be transferred to the first available teaching position carrying equivalent pay and equivalent professional duties for which the teacher is certificated/licensed, if the teacher so desires. Any student who assaults a teacher shall not be assigned to that teacher again unless there is no other teacher who teaches that course/grade.

# G. Jury Duty

- 1. A teacher summoned for jury duty shall immediately notify his/her principal.
- 2. When it is necessary for a teacher to be absent from teaching duties due to a jury summons, the teacher shall not lose any salary.
- H. <u>Other Leaves</u>
  - 1. Upon the written request of a teacher, the Board may grant a leave of absence for a period of no more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, a Board may grant similar leave of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals.
  - 2. Upon successful completion of a one-year leave of absence for full-time postgraduate work aimed toward an advanced degree and, in the opinion of the Superintendent, directly related to his/her teaching responsibilities, a teacher shall receive a one-year increment. Under no situation shall a teacher receive more than one (1) increment of this type for any one (1) post-graduate degree.
  - 3. Leave may be requested where illness or disability relates to either parent and where there are no accumulated sick leave days available or applicable under the provisions of the sick leave policy.

### I. <u>Unpaid Leave of Absence</u>

If any teacher is absent for any approved reason other than those specified in Section 20

of this Agreement, a deduction from his/her salary will be made on the basis of the number of days assigned for that school year.

### J. Falsification or Misuse of Leave

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

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

### K. <u>Leave Pursuant to Summons or Subpoena</u>

- 1. Any teacher who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other emoluments for days missed by reasons of the summons or subpoena. A summons or subpoena issued because of a student's custody issue is considered to be job-related.
- 2. A teacher who is subpoenaed to appear in court as a witness in a proceeding in the teacher's capacity as an employee of the Board shall be paid at her/his regular rate without use of personal days or sick days.
- 3. Personal leave must be utilized for a summons or subpoena issued because of a non-job related issue. If the teacher has exhausted his/her personal leave, and is summoned or subpoenaed for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the subpoena or summons.

# L. <u>Unpaid Leave Pursuant to Public Service</u>

Any teacher who is elected to a full-time Local, State, or Federal public office, or enlists full-time in the U.S. Armed Forces, shall be granted an unpaid leave of absence for up to eight (8) years. Such leave shall be granted in one (1) year intervals up to a total of eight (8) years. The request for each one (1) year leave interval shall be submitted around the time the teacher has reasonable knowledge of the need for an additional year's leave. Such request shall be approved by the Board. Upon return from approved leave, a teacher shall be entitled to reinstatement to a substantially equivalent position for which the teacher holds a valid unexpired certificate/license.

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

# A. <u>Eligibility</u>

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

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

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

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

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

# B. <u>Serious Health Condition – Defined</u>

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

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

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

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

# C. <u>Health Care Provider – Defined</u>

- 1. The Act defines "health care provider" as:
  - (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
  - (b) Any other person determined by the Secretary to be capable of providing health care services.
- 2. Others "capable of providing health care services" include only:
  - (a) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
  - (b) Nurse practitioners, nurse-midwives, and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
  - (c) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where a teacher or family member is receiving treatment from a Christian Science practitioner, a teacher may not object to any requirement from an employer that the teacher or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.
  - (d) Any health care provider from whom a teacher's or the teacher's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
  - (e) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law.
- 3. The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider.

### D. <u>Notice</u>

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

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

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

### E. <u>Calculation of Total Unpaid/Paid FMLA Leave</u>

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

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

### F. Intermittent Leave and Reduced-Work Schedule

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

### G. <u>Leave Near End of Semester</u>

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

### H. <u>Medical Opinion</u>

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

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

# I. <u>Benefits</u>

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

# J. <u>Return to Work</u>

- 1. When an employee is medically able to return to work after a serious health condition for unpaid FMLA leave, he/she shall provide the Board with a statement from his/her health care provider that the teacher is able to resume the job functions for his/her position.
- 2. Upon return from unpaid FMLA leave, the Board shall restore the teacher to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.

- 3. A teacher has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a Reduction-in-Force [RIF] during the teacher's leave period, the Board may deny the teacher reinstatement if his/her position was one of the ones affected by the RIF).
- 4. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the teacher must return to work for thirty (30) days unless precluded from doing so by Board action.

# K. <u>Penalties for Misuse</u>

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

# L. Inconsistencies Between the Agreement and FMLA

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

# SECTION 22 – COMMUNICABLE DISEASES

### A. <u>Protection of Individuals</u>

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

### B. <u>Definitions</u>

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

### C. <u>No Mass Testing</u>

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

### D. <u>Reporting of Diagnosis</u>

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

### E. <u>Continuation of Normal Work</u>

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

### F. <u>Decisions on Case-by-Case Basis</u>

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

### G. <u>Submission to Medical Evaluation</u>

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

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

#### H. No Loss of Salary, Benefits or Other Emoluments

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

#### I. <u>Evaluation Team</u>

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

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

### J. <u>Written Report of Evaluation Team</u>

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

### K. <u>Teacher's Status/Assignment</u>

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

### L. <u>Confidentiality</u>

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

### M. <u>Monitoring of Medical Condition</u>

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

### N. <u>Confidentiality and Students</u>

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

#### O. Implementation and Enforcement of Board Policies

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

### **SECTION 23 – DRUG/ALCOHOL-FREE WORKPLACE POLICY FOR EMPLOYEES**

### A. <u>Overview</u>

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

### B. <u>Use – Disciplinary Action</u>

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

### C. <u>Distribution/Possession/Sale – Discipline</u>

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

### D. Notification to Superintendent of Criminal Conviction

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

### E. Notification to Teacher(s) of Policy

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

### F. <u>Available Help for Teacher(s)</u>

The Board is concerned about any teacher who is a victim of alcohol or drug abuse. The Board has made available for any teachers of Brecksville-Broadview Heights City School District to obtain help through the services of the Chemical Abuse Prevention Association (C.A.P.A.) Coordinator.

### G. <u>Provision of Program Information</u>

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

#### H. <u>Policy: Biennial Review</u>

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

# **SECTION 24 – TOBACCO-FREE ENVIRONMENT**

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

# **SECTION 25 – MENTORING PROGRAM**

### A. <u>Overview</u>

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

### B. <u>Resident Educator Mentoring Program</u>

- 1. Qualifications for Resident Educator Mentors/Facilitators
  - a. Resident Educator Mentors work with Resident Educators in years one (1) and two (2) of the Resident Educator Program. Resident Educator Mentors must have at least five (5) years of teaching experience.
  - b. Resident Educator Mentors must be trained to serve as a mentor through the ODE Instructional Mentoring (IM) and Resident Educator (1-RE) programs.

- c. Resident Educator Mentors must maintain a valid teaching certificate/license.
- d. In order to be selected as a Resident Educator Mentor, the teacher must demonstrate the ability to work cooperatively and effectively with colleagues. The teacher also regularly demonstrates extensive knowledge of best practices for classroom management and instructional techniques.
- Resident Educator Facilitators work with Resident Educators in year three
   (3) and year four (4), if necessary, of the Resident Educator Program.
   Facilitators must successfully complete ODE Facilitation Training.

### 2. <u>Selection Process</u>

- a. Teachers interested in serving as a mentor or facilitator to a Resident Educator shall notify the Program Coordinator (Director of Human Resources) by the posting date on the yearly supplemental job posting.
- b. Assignments are for a one-year period and are by the mutual agreement of the Superintendent and the B.E.A. President.
- 3. <u>Responsibilities</u>
  - a. Resident Educator Mentors/Facilitators shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations and guidelines as developed by the ODE.
  - b. Resident Educator Mentors shall attend scheduled training sessions/meetings unless notification has been given and approved by the Program Coordinator.
  - c. The Mentor shall meet with the mentee for three (3) hours prior to the start of the school year. This meeting date and time shall be mutually determined by the mentor and the mentee.
  - d. Release time, during the student contact day, will be provided for observation and conferencing purposes as approved by the Program Coordinator and provided to the Resident Educator Mentor and the Resident Educator. The Resident Educator Mentor will notify the building Principal(s) of the date and time they plan to meet with the Resident Educator no less than three (3) workdays prior to the date so that substitute arrangements can be made.

- e. Resident Educator Mentors will use the Resident Educator Program formative assessment tools (e.g., Collaborative Log, Ohio Standards for the Teaching Profession Reflection Tool, Goal Setting Agreement, etc.) and protocols to support the Resident Educator.
- f. Assessments and evaluations of Resident Educators shall not be performed by Resident Educator Mentors. Resident Educator Mentors are expected to maintain confidentiality as they provide developmental support and critical feedback to Resident Educators.

### 4. <u>Compensation</u>

- a. Resident Educator Mentors for 1<sup>st</sup> year and 2<sup>nd</sup> year mentees will receive .040 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paycheck.
  - i. Ideally, each Resident Educator Mentor shall not have more than one (1) mentee, however, when this is not possible, a member may be given a second mentee but they can never have more than two (2) mentees.
  - ii. Compensation for two (2) mentees is .060 of the base salary.
- b. Facilitators for 3<sup>rd</sup> year Resident Educators will receive .005 of the BA base salary per year and shall receive this compensation in equal installments with his/her regular paycheck for each Resident Educator mentee.

# 5. <u>Release Time</u>

- a. Resident Educator Mentors shall be given 16 hours of release time to plan, observe, and meet with the mentee.
- b. Resident Educator Facilitators shall be given 1.5 hours of release time to plan and videotape with each assigned mentee.
- c. Resident Educator Mentees in 1<sup>st</sup> and 2<sup>nd</sup> year of RESA shall receive up to 8 hours of release time to work with their mentors and up to 8 hours of release time for preparation and submission of RESA materials.
- d. Resident Educator Mentees in their 3<sup>rd</sup> year in RESA will receive up to 1.5 hours of release time to meet with their Facilitator and up to 8 hours of release time for the preparation and submission of RESA materials.

- e. Resident Educators in their 4<sup>th</sup> year who still require a Facilitator will receive up to 1.5 hours of release time to meet with their Facilitator. All Resident Educators in year four (4) will receive up to 8 hours of release time for the preparation and submission of RESA materials.
- f. Resident Educator Mentees will be required to meet up to three hours with the Program Coordinator after the first student day.

### C. <u>New to the District Mentoring Program (Non-Resident Educator or Educator with</u> <u>Alternative License)</u>

The New to District Mentoring Program is for educators new to the district who have a professional license, permanent certificate, or alternative license. Teachers in their first year at BBHCSD will be provided coaching, mentoring, and guidance as they transition to a BBHCSD employee.

- 1. <u>Qualifications for Mentors</u>
  - a. The New to District Mentor must have at least five (5) years teaching experience.
  - b. A New to District Mentor must have demonstrated the ability to work cooperatively and effectively with the BEA members and have extensive knowledge of a variety of classroom management and instructional techniques.
  - c. In order to be selected as a New to District Mentor, the teacher must demonstrate the ability to work cooperatively and effectively with colleagues. The teacher also regularly demonstrates extensive knowledge of best practices for classroom management and instructional techniques.
- 2. <u>Selection Process</u>
  - a. Teachers interested in serving as a New to District Mentor shall notify the Program Coordinator (Director of Human Resources) by the posting date on the yearly supplemental job posting.
  - b. Assignments are for a one-year period and are by the mutual agreement of the Superintendent and the B.E.A. President.
- 3. <u>Responsibilities</u>
  - a. New to District Mentors shall carry out the following obligations:
    - i. Design and coordinate yearly goals in collaboration with mentee.

- ii. Meet monthly with mentee.
- iii. Record dates and times of monthly meetings and submit at the end of the year to Program Coordinator.
- b. The New to District Mentor shall attend all district meetings scheduled for the year unless notification has been given and approved by the Program Coordinator.
- c. The New to District Mentor shall meet with the mentee for three (3) hours prior to the start of the school year. This meeting date and time shall be mutually determined by the mentor and the mentee.
- d. Release time, during the student contact day, will be provided for observation and conferencing purposes as approved by the Program Coordinator and provided to the New to District Mentor and the New to District Mentee. The New to District Mentor will notify the building Principal(s) of the date and time they plan to meet with the New to District Mentee no less than three (3) workdays prior to the date so that substitute arrangements can be made.
- e. Assessments and evaluations of New to District Educators shall not be performed by their mentors. New to District Mentors are expected to maintain confidentiality as they provide developmental support and critical feedback to their mentees.
- 4. <u>Compensation</u>
  - a. New to District Mentors will receive .020 of the BA base salary per year if their mentee has one or more years of service credit. Mentors will receive this compensation in equal installments with his/her regular paycheck. Each additional New to District Mentee will be compensated at .0125 of BA base salary.
  - b. New to District Mentors will receive .040 of the BA base salary per year if their mentee has zero years of STRS service credit (i.e. Exempt Teacher) or is hired under an Alternative License. Mentors will receive this compensation in equal installments with his/her regular paycheck. Each additional New to District Mentee will be compensated at .0125 of BA base salary.

# 5. <u>Release Time</u>

- a. The New to District Mentor shall be given release time, at his/her determination, up to a maximum of twelve (12) hours per school year. When the mentor determines release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.
- b. Experienced teachers new to the District will be given release time up to a maximum of six (6) hours per school year to consult with his/her mentor.

# D. <u>Special Exceptions</u>

- 1. Former Long-Term Substitutes
  - a. A former long-term substitute with less than one semester in-District experience or a former long-term substitute from another district who receives a regular teaching contract will be treated as an entry-year teacher.
  - b. A former long-term substitute with at least one semester in-District experience who receives a regular teaching contract and who has a teaching certificate or professional license may be provided a mentor in his/her first year of teaching, at the administration's discretion.

# E. <u>District Entry-Year/Lead Mentor Coordinator</u>

- 1. A Lead Mentor/Coordinator, who must be a teacher, shall be selected by the mutual agreement of the Superintendent and the B.E.A. President.
- 2. The Lead Mentor/Coordinator shall collaboratively work with the Program Director in the design of the district mentoring programs, and the recruitment, selection, assignment and provisions for the training of mentor and entry-year teachers.
- 3. The Lead Mentor/Coordinator shall be paid .0007 of the BA base salary per hour for time dealing with the RESA and Non-RESA mentoring programs outside of his/her regular instructional/duty periods. This includes district meetings with mentors and mentees. Total hours per school year are limited to forty (40) unless additional hours are approved by the Program Director.

### F. Entry-Year Teachers Who Do Not Obtain Licensure

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

# SECTION 26 – EVALUATION

A. <u>Purpose</u>

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

Any subsequent changes to this policy shall be deemed a mandatory subject of bargaining and shall be addressed by the parties during negotiations for a successor agreement.

Nothing in this provision shall prevent the Board and the BEA from negotiating changes to OTES during the duration of this agreement so long as the parties do so by mutual agreement only. Any proposed changes to OTES must be ratified by the BEA and the Board.

The purpose of evaluation is to:

- 1. Provide the staff with a continuous program of evaluation.
- 2. Provide a cooperative process for evaluator and teacher to work together in improving areas of performance.
- 3. Recognize performance areas that are successful and identify performance areas needing improvement.
- 4. Develop performance guidelines and standards for both self-appraisal and evaluation by supervisory personnel.
- 5. Provide information which may be utilized in the consideration of limited contract renewal or contract termination.

### B. <u>Procedures</u>

- 1. <u>Evaluators</u>
  - a. Evaluation of a teacher shall be conducted by the teacher's immediate supervisor, building principal, or assistant principal or by the Director of Pupil Services. In the case of potential non-renewal or termination, a teacher may also be evaluated by the Director of Human Resources or his/her designee.
  - b. No teacher shall have more than one evaluator per year.
  - c. Any evaluator must be OTES AND OSCES trained when required.
  - d. Any teacher who is scheduled to be evaluated shall be notified by September 30<sup>th</sup>.
- 2. <u>Criteria</u>

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

3.

# Evaluation Timeline for All Certified Staff

On or before September 15 <sup>th</sup>	Teachers with "Below Expected" Growth must develop and submit their Improvement Plan.
On or before September 30 <sup>th</sup>	Teachers must be notified that they are being evaluated.
On or before October 1 <sup>st</sup>	Student Learning Objectives (SLOs) must be submitted to the SLO Committee for approval. All revisions must be submitted within 10 school days.
On or before October 1 <sup>st</sup>	Teachers with "Expected" and "Above Expected" Growth must develop and submit their Growth Plan.
On or before October 15 <sup>th</sup>	Goal Setting Sections A and B submitted to evaluator (Non-OTES/OSCES staff only).
On or before December 15 <sup>th</sup>	First Observation Cycle has been completed for all teachers except those on the off-year evaluation cycle.
Before end of 1st Semester	Notice of potential for recommendation of non-renewal must be provided to teacher.
On or before March 1 <sup>st</sup>	Second Observation Cycle for teachers new to the district, teachers applying for Continuing Contract, teachers in the last year of their Limited Contract.
On or before April 30 <sup>th</sup>	Second Observation Cycle has been completed for teachers with a Continuing Contract, teachers in the first year of a two-year Limited Contract, or the first or second year of a three-year Limited Contract.
On or before April 30 <sup>th</sup>	Third Observation Cycle for teachers new to the district, teachers applying for Continuing Contract, and all teachers in the last year of their Limited Contract.
On or before April 30 <sup>th</sup>	Off year observations must be completed for skilled and accomplished teachers.
On or before May 1 <sup>st</sup>	Teacher SLO Growth Data must be submitted to their evaluator.
On or before May 1 <sup>st</sup>	Goal Section C must be submitted to their evaluator (Non-OTES/OSCES staff only).
On or before May 10 <sup>th</sup>	Final Evaluation Report is due to teacher.

### 4. <u>Evaluation Forms Non-OTES and OSCES Staff</u>

- a. The observations listed above require the completion of the Pre-Observation Form (Attachment 13) prior to the observation. This form can be completed by meeting with the evaluator, solely by the teacher, or with the help of a mentor.
- b. Observations listed above require a written Observation Form (Attachments 16-18) which must follow within seven (7) work days of the observation. A conference is encouraged after each observation.
- c. If the teacher opts for self-evaluation (goal setting), the teacher must complete the Goal-Setting Report (Attachment 14) by October 15<sup>th</sup>. The Self-Evaluation of Goal Achievement of the Goal-Setting Report (Attachment 14) must be completed by May 1.
- d. All necessary forms can be found in the main office of each building and stored electronically on the building server. A summary of the evaluation documents can be found in Attachment 12.
  - (1) Goal-Setting may be initiated in three ways:
    - (a) teacher developed, principal acknowledged
    - (b) teacher/principal consultation
    - (c) principal recommendation
  - (2) If the two parties cannot agree, the standard observation/evaluation format will be used following the same timeline.
  - (3) The goals will be in alignment with the Ohio's Standards for the Teaching Profession.
- e. The Evaluation Report (Attachments 16-18) and conference must be conducted on or before the prescribed timeline dates. The evaluator and teacher will discuss and sign the written Evaluation Report (Attachments 16-18). The signature by the teacher indicates that the report has been discussed and explained; it does not necessarily indicate approval by the teacher. If the teacher wishes, he/she can submit a written response to the report which will be attached to the Evaluation Report (Attachments 16-18).

### 5. <u>Improvement Plan Report</u>

When a teacher receives at least one "Needs Improvement" on the Observation Form, the teacher may be placed on an improvement plan. The teacher and the administrator will develop a plan in a collaborative manner to make the necessary improvements. Teachers placed on an improvement plan will be observed/evaluated as teachers new to the district. Areas that need improvement will be documented on the Improvement Plan Report (Attachment 15).

### 6. <u>Exemptions</u>

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

### 7. <u>B.E.A. Representative</u>

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

### 8. <u>Observation Scheduling</u>

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

### 9. <u>Evaluation Committee</u>

- a. The Evaluation Committee shall consist of 5 members from each party's team. The Superintendent and B.E.A. President shall be responsible for appointing individuals to their respective teams. This number shall include the possible participation of Board counsel and/or the OEA/NEA Labor Relations Consultant.
- b. Meetings shall be scheduled by mutual agreement of the Evaluation Committee members with a minimum of one (1) per year.
- c. By February 15, 2012 the Evaluation Committee shall produce a revised Evaluation Procedure that shall be presented to the Board and the Association for ratification. Once ratified by both parties, this procedure shall be incorporated into this agreement, or its successor, and will be into effect for the start of the 2012-2013 school year.

### **SECTION 27 – IMPLEMENTATION OF H.B. 153**

- A. During the 2012-13 school year, the Teacher Appraisal procedure contained in Section 26 shall be the procedure used to evaluate members of the bargaining unit.
- B. During the 2012-13 school year, a co-facilitated committee shall meet regularly to develop a comprehensive evaluation procedure to be applied to members of the BEA bargaining unit, consistent with the provisions of O.R.C. Section 3319.112. The committee shall be comprised of an equal number of bargaining unit members and Brecksville-Broadview Heights City School District administrative employees. The bargaining unit members shall be appointed by the BEA President, and the administrative employees shall be appointed by the Superintendent. The total combined number of committee members shall not exceed eight (8).
- C. The co-facilitated committee shall present the product of its efforts to the BEA President and Superintendent on or before March 1, 2013. The BEA and Board shall then negotiate the inclusion of a new evaluation procedure based on the recommendations of the cofacilitated committee for implementation during the 2013-14 school year. The recommendation shall also include changes to Section 30 – <u>Staff Reduction</u>, which are necessary to fully implement H.B. 153. This new evaluation policy will be presented for ratification to the Board and the BEA membership no later than June 30, 2013. The parties agree that during the 2013-2014 school year, the BEA and Administration will meet quarterly in order to review, assess and, if necessary, refine the evaluation procedure as mutually agreed. The new procedure shall remain in effect until changed by mutual Agreement of the parties.

# **SECTION 28 – PERSONNEL FILES**

A. <u>Location of File</u>

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

B. Availability for Inspection

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

C. <u>File Inspection Request</u>

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

#### D. Accompanied by Representative

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

#### E. Material Dated

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

### F. <u>Initialing Contents</u>

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

#### G. <u>Anonymous Source</u>

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

#### H. <u>Parental Complaints</u>

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

#### I. Adverse Material

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

#### J. <u>Complaint Procedure</u>

Complaints against any teacher shall be handled through the established chain of command whenever possible. A complaint is defined as a written or verbal concern expressed to an administrator regarding a situation that occurred. The complaint shall be referred first to the teacher; if unresolved, then to the building principal. Except in the case of alleged criminal activity, if the complainant refuses to contact the teacher, the person receiving the complaint shall inform the teacher of the complaint within five (5) school days. Anonymous complaints shall not serve as the basis for any personnel decisions.

### K. <u>Building Administrator Working File</u>

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

### <u>SECTION 29 – LIMITED TEACHING CONTRACTS – NON-RENEWAL; TENURE</u> <u>ELIGIBILITY; EXTENDED CONTRACTS</u>

### A. <u>Non-renewal</u>

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

### B. <u>Eligibility for Continuing Contracts</u>

- 1. A teacher who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 15<sup>th</sup> of the school year in which the teacher becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A teacher who does not notify the Superintendent on or before September 30<sup>th</sup> will not be eligible for continuing contract consideration until May of the following year.
- 2. Any teacher who meets the requirements under O.R.C. §3319.08 will be eligible for continuing contract consideration. (See Continuing Contract Process Flow Chart at the end of this Agreement.)

# C. <u>Extended Limited Teaching Contracts</u>

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a teacher who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the teacher on or before May 15th. The parties agree the Board may bypass the procedures under Section 3319.11 (C) of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of its affirmative action on the extended limited contract on or before May 15<sup>th</sup>, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

### **SECTION 30 – STAFF REDUCTION**

#### A. <u>Reasons</u>

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

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

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

### B. <u>Order of Reduction</u>

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

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

# C. <u>Seniority</u>

- 1. Seniority is defined as the total consecutive years of employment in the District. One hundred twenty (120) days or more in any one school year of at least three and one-half (3-1/2) hours per day shall give a teacher one (1) full year of seniority credit; one hundred twenty (120) days or more in any one school year of fewer than three and one-half (3-1/2) hours per day shall give a teacher one-half (1/2) year of seniority credit. Any teacher with fewer than one hundred twenty (120) days in any one school year shall receive no seniority credit for that year.
- 2. Seniority shall not be interrupted or affected by authorized leaves of absence approved by the Board and/or the Superintendent. However, a certificated/licensed employee on an unpaid authorized leave as provided in this Agreement shall not accrue seniority when on such leave with the exception of sabbatical leave. Persons on sabbatical leave shall accrue seniority while they are on sabbatical leave. A teacher, upon return from an unpaid leave, shall hold the seniority he/she possessed at the commencement of leave except for those who were on sabbatical leave. Those teachers on sabbatical leave increase their seniority by the year(s) they were on sabbatical leave.
- 3. If two or more teachers have the same length of consecutive years of service, seniority shall be determined using the criteria below in the order listed.
  - a. Total years plus or minus the day by day calculation of partial years. Any part of a day worked constitutes a full day.
  - b. Board hiring dates.
  - c. Date on the teacher's first job application that led to employment.
  - d. Where applications have been submitted electronically, the electronic time stamp shall be used as a tiebreaker.

### D. <u>Recall</u>

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

- 1. Subject to paragraph 3, below, teachers on limited contracts that have been suspended shall be placed on the recall list for three (3) years after the beginning of the school year immediately following the reduction in force after which time their contracts shall automatically expire without recourse through Section 29 of the Agreement.
- 2. Subject to paragraph 3 below, teachers on continuing contracts that have been suspended shall have the right of restoration to continuing service status without limitation.
- 3. Refusal of an offered full-time position (or to the status the teacher held prior to the reduction in force if less than full-time) in the Brecksville-Broadview Heights City School District shall result in removal from the recall list.
- 4. Refusal or acceptance of a long-term substitute position or a regular teaching position that is fewer hours than the teacher's previous position in the District while the teacher is on the recall list does not remove the teacher from the recall list.
- 5. Any teacher whose contract was suspended because of a reduction in force who is again hired by the District shall, upon his/her return, be increased one (1) step on the salary schedule from the salary step placement he/she held prior to the suspension. Additionally, he/she shall be given appropriate salary step credit for each full-time teaching year (a year being defined as at least 120 days) in another school district after the Board suspended his/her contract, up to three (3) additional years. The rehired teacher shall also be placed on the salary schedule column commensurate with his/her educational training.

### E. <u>Notice of Job Offering</u>

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

### F. <u>Recall vs. Hiring</u>

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

### G. <u>Contract Suspension</u>

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

- 1. A teacher whose contract is suspended because of reduction in force who has completed the school year but whose reduction in force begins with the next school year shall receive all fringe benefits outlined in Section 34 of the Agreement through August and shall receive his/her paychecks through the summer unless he/she opted for lump sum payment.
- 2. A teacher whose contract is suspended because of reduction in force during any school year shall receive all fringe benefits outlined in Section 34 of the Agreement until the date he/she is no longer in active pay status because of the reduction in force. Any compensation owed to the teacher shall be paid as a lump sum payment.

### H. <u>Dispute Resolution Process</u>

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

During the 2019-2020 and 2020-2021 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of the negotiated Reduction in Force. As such, the provisions of Section 30 shall serve as the procedures following by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2019-2020 and 2020-2021 school years.

# **SECTION 31 – SUMMER SCHOOL HIRING POLICIES**

### A. <u>Applications</u>

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

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

#### B. <u>Notifications</u>

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

### <u>SECTION 32 – DEPARTMENT CHAIRPERSON, TEAM LEADER, ELEMENTARY</u> GRADE LEVEL LEADER, SPECIAL EDUCATION TEAM LEADER, COORDINATOR

A. <u>Appointment</u>

Following joint agreement by the principal and the Superintendent, the Superintendent may recommend to the Board the appointment of department chairpersons, team leaders, coordinators, special education team leaders, and /or elementary grade level leaders, who shall perform the duties outlined in the job descriptions. If any of these positions is to be filled, it shall be appointed for a one-year renewable period and paid according to Section 33. I of the Agreement.

#### B. <u>Category A Compensation</u>

The department chairperson supervising fewer than two (2) full-time equivalent teachers shall be designated as Category A and shall be paid according to Section 33. I of this Agreement.

### C. <u>Category B Compensation</u>

The department chairperson supervising two (2) but fewer than four (4) full-time equivalent teachers shall be designated as Category B and shall be paid according to Section 33. I of this Agreement.

#### D. <u>Category C Compensation</u>

The department chairperson supervising four (4) but fewer than seven (7) full-time equivalent teachers shall be designated as Category C and shall be paid according to Section 33. I of this Agreement.

#### E. <u>Category D Compensation</u>

The department chairperson supervising seven (7) or more full-time equivalent teachers shall be designated as Category D and shall be paid according to Section 33. I of this Agreement.

F. <u>Reappointments</u>

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

#### G. <u>Fractional Units</u>

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

#### H. <u>Release Time</u>

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

### <u>SECTION 33 – SALARY, EXTRACURRICULAR COMPENSATION, AND OTHER</u> <u>COMPENSATION</u>

### A. <u>Salary Policies</u>

1. <u>Notification</u>

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

### 2. <u>Salary Schedules</u>

- a. The salary schedules of teachers during this Agreement shall be as set forth at the end of this section.
- b. A yearly longevity payment of \$750 shall be paid to teachers beginning with the 25<sup>th</sup> step of the salary schedule. Another yearly longevity payment of \$750 shall be paid to teachers beginning with the 30<sup>th</sup> step of the salary schedule.

Longevity can only be earned if an employee is on Schedule A. However, longevity earned by an employee while on Schedule A will be added to the employee's salary for transition purposes.

- c. During the term of this Agreement, the attached salary Schedule A shall be in effect.
- d. For the 2013-14, 2014-15, and 2015-16 school years, no salary step advancement occurred, and such step freezes were not and shall not be restored in the future. However, column movement based on additional coursework was in effect.
- e. Effective July 1, 2011, the PhD column on the salary schedule was deleted. Any teacher on the PhD column in 2010-2011 was grandfathered, as was any teacher who was working toward a PhD on or before June 30, 2012. The Ph.D. grandfathering will extend to Schedule B, if a teacher elects to move to the new schedule. Any member who is grandfathered under the Ph.D. column shall receive a two percent (2%) increase each year of this agreement plus an additional three percent (5% total) in the first year he/she transitions to Schedule B.
- f. For the 2018-19 school year and thereafter, if a levy has passed, extracurricular contracts and supplemental payments will be based on the BA-1 base of Schedule B.
- g. Within thirty (30) days of ratification of this agreement, all teachers shall receive a onetime only \$1,000 Educational Stipend for all members. This stipend shall be prorated based upon Full Time Equivalent (FTE) status, however, in no case shall any teacher receive less than \$500.
- h. During the 2016-2017 and 2017-2018 school years, all teachers who do not receive an automatic step increase at the start of the school year on Schedule A shall receive a 2.0% raise on their salary from the previous year (i.e., people at Steps 13, 14, and above Step 15) retroactive to the

start of the 2016-2017 year. Retroactivity will be paid prior to the end of the 2016-2017 school year.

- i. Upon the passage of a levy prior to June 30, 2018, the terms of this agreement shall automatically be extended until June 30, 2021.
- j. Effective with the start of the 2018-2019 school year, all members shall have the option to stay on Schedule A and continue to receive normal step progression on Schedule A at the current base salary of \$39,786. A member can transition at his/her sole discretion to Schedule B at the start of the 2018-19 school year with written notice to the Treasurer on or before May 31st. Prior to transitioning to Schedule B, a member shall receive his /her step movement, if applicable, or a two percent (2%) salary increase on his/her total salary on Schedule A for 2018-2019, including longevity. This new salary for 2018-2019 shall be used as the basis for step placement on Schedule B. The member shall then transition to Schedule B at the same educational column and to a higher step that is at least equal to, but in no case less than, the rate of pay for their newly-calculated 2018-2019 salary. The starting base salary on Schedule B shall be \$42,221.
- k. During the 2018-2019 school year, any teacher who does not receive an automatic step increase at the start of the school year on Schedule A, and elects not to transition to Schedule B, shall receive a 2.0% raise on their salary from the previous year including longevity (i.e., people at Steps 13, 14, and above Step 15).
- 1. Effective with the start of the 2019-2020 school year, all members shall have the option to stay on Schedule A and continue to receive normal step progression on Schedule A at the current base salary of \$39,786; or the member can transition at the start of the school year, with written notice to the Treasurer on or before May 31st, and at the member's sole discretion, to Schedule B, in accordance with the transition described in A(2)(j) above. There shall be a 2.0% base salary increase on Schedule B. The starting base salary on Schedule B for 2019-2010 shall be \$43,066.
- m. During the 2019-2020 school year, any teacher who does not receive an automatic step increase at the start of the school year on Schedule A, and elects not to transition to Schedule B, shall receive a 2.0% raise on their salary from the previous year including longevity (i.e., people at Steps 13, 14, and above Step 15).
- n. Effective with the start of the 2020-2021 school year, all members shall have the option to stay on Schedule A and continue to receive normal step progression on Schedule A at the current base salary of \$39,786; or the member can transition at the start of the school year, with prior written

notice to the Treasurer on or before May 31st, and at the member's sole discretion, to Schedule B, in accordance with the transition rules described in A(2)(j) above. There shall be a two percent (2%) salary increase on Schedule B. The starting base salary on Schedule B for 2020-2021 shall be \$43,927.

- o. During the 2020-2021 school year, any teacher who does not receive an automatic step increase at the start of the school year on Schedule A, and elects not to transition to Schedule B, shall receive a 2.0% raise on their salary from the previous year including longevity (i.e., people at Steps 13, 14, and above Step 15).
- p. <u>Supplemental Retroactive Pay for 2016-2017 Only</u>

Members shall be given a lump-sum, retroactive payment for 2016-2017 school year only, based upon the salary range into which that member's supplemental pay falls. The payment of this retroactive pay shall be as follows:

Supplementals that pay less than 1,000 = 25Supplementals that pay between 1,001 - 33,999 = 50Supplementals that pay 4,000 or more = 100

- q. If this Agreement is extended after the passage of a levy, all new teachers will be placed on Schedule B for the 2018-2019 school year and thereafter.
- 3. <u>Salary Schedule Placement Factors</u>
  - a. The following shall be the criteria for which a teacher shall be given salary schedule placement: previous experience in public, private or parochial schools recognized by the State Department of Education, and college or university teaching.
  - b. Peace Corps, Vista, or work experience required for certification.
  - c. Military Service.
  - d. All new hires to the District, including long-term substitutes in the District and excluding retired/rehired teachers, shall be given credit for all years of prior teaching experience. However, no new hire, regardless of their years of experience, shall receive a salary that is less than the salary earned by the new employee at their prior school district. For salary placement purposes, new employees shall furnish proof of his/her employment history and salary based upon the employee's STRS statement or other documentation from his/her prior district. A minimum of 120 teaching

days are necessary to constitute a year. For retired/rehired teachers, a total of up to and including five (5) years from the combined list above shall be recognized.

e. For all long-term substitutes that have previously retired into STRS or a comparable retirement system, the teacher's training level must be recognized upon confirmation of their completed coursework, along with a total of up to five (5) years of experience from the combined list above. For all long-term substitutes that have not retired into STRS or a comparable retirement system, the teacher's training level must be recognized upon confirmation of their completed coursework, along with all their years of experience from the combined list above.

# 4. <u>Course Credit and (Requirements and Qualifications)</u>

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

# 5. <u>Course Work Qualifications</u>

- a. To receive salary credit beyond the Master's Degree degrees the course work must be directly related to one's teaching assignment or related to education, and prior approval must be secured from the Superintendent of Schools.
- b. Once this credit has been granted, it may not be rescinded even though the teaching assignment changes.
- 6. <u>Reimbursement of Courses Taken at the Request of the Superintendent</u>
  - a. Any teacher who is requested by the Superintendent to attend a workshop (on other than school time) shall be paid an additional 1/186<sup>th</sup> of his/her current salary for each full day of the workshop.
  - b. Any teacher requested by the Superintendent/designee to attend such a workshop shall also receive reimbursement for expenses; provided they are not paid by the state or some other agency.
  - c. Upon completion of the workshop and upon the teacher's submission of the appropriate form to the Superintendent/designee, the teacher shall be paid in the next pay period.
- B. <u>Compensation for Extracurricular Assignments</u>
  - 1. The salary schedules for extracurricular assignments shall be a set forth at the end of this section. Extracurricular assignments shall be paid by separate check/deposit and shall be taxed at the IRS amount for supplementals. The date(s) for payment are found on the Extracurricular Salary Schedule.
  - 2. Effective July 1, 2011 the extracurricular salaries will be frozen, including steps, through June 30, 2012. Contracts issued effective July 1, 2012 will not include a "recovery" of the step lost in 2011-2012 (i.e. coach/advisor with 4 years experience in 2010-2011, will remain at 4 years experience 2011-2012 and will be paid a 5 years experience (no recovery) in 2012-2013).
  - 3. Effective July 1, 2011, a new extracurricular salary schedule will be implemented for newly issued contracts. Teachers employed under an extracurricular contract for the 2010-2011 school year and who are continuously reemployed in the same contract or same sport/activity will be grandfathered under the 2010-2011 schedule for that sport/activity. (i.e. 2010-2011 Band Director will continue on 2010-2011 schedule for so long as he/she is continuously employed in that position; Band Director who is also assigned a new supplemental, such as Fall Play Assistant, will be placed on the new schedule for that supplemental. The 2010-2011 Assistant Band Director who is later employed as Band Director for

2011-2012 school year will be grandfathered under the 2010-2011 schedule, using the years of experience formula in effect under the grandfathered schedule). A teacher returning to a supplemental upon returning from a Board approved leave will not be considered to have had a break in continuous service for the purpose of a grandfathered schedule. All extracurricular positions will be posted annually.

- 4. A teacher who moves up within the same activity from Assistant to Head Coach or Director will be given <sup>1</sup>/<sub>2</sub> year credit for each year as an Assistant under the grandfathered schedule (i.e. a grandfathered Assistant Baseball Coach with six years experience who moves to Head Baseball Coach will be credited with three years experience.)
- 5. The Board will pick up the cost of in-house CPR and concussion training; the Pupil Activity Supervisor Permit (including the related BCII check and the cost of in-house first aid training); and the required NFHS Coaching Class.

### C. <u>Compensation for Summer School</u>

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

### D. <u>Compensation for Course of Study Writing</u>

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

# E. <u>Compensation for Outdoor Experience</u>

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

### F. <u>Compensation for Bus-Related Supervision</u>

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

### G. <u>Extra Pay for Substituting for Other Classroom Teachers</u>

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

### H. <u>Support Group Facilitator</u>

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

- I. <u>Compensation for Department Chairperson, Team Leader, Grade Level Leader,</u> <u>Coordinator, PLC Leader, and Special Education Team Leader</u>
  - 1. Department Chair (High School and Middle School)

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

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

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

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

### 2. <u>Team Leaders (Middle School)</u>

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

### 3. <u>Special Education PLC Leader (elementary grades K-5)</u>

Compensated at a rate of .050 of the BA base salary. There shall be one Special Education PLC Leader for the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years. In the event of the completion of one Pre K-5 building, there shall be two Special Education PLC Leaders compensated at a rate of .050 of the BA base salary.

### 4. <u>Elementary PLC Leader (elementary grades K-5)</u>

Compensated at a rate of .040 of the BA base salary. There shall be one PLC Leader per grade level at each K-3 building for 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years (12 max). Additionally, there shall be two PLC Leaders per grade level at Central School for the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years (4 max). In the event of the completion of one Pre K-5 building, there shall be two Elementary Education PLC Leaders per grade level at a rate of .050 of the BA base salary.

5. <u>Grade Level Leader (pre-school)</u>:

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

- 6. <u>Coordinators [to be paid in essentially equal installments over twenty-six (26)</u> <u>pays]</u>
  - a. Elementary Art Coordinator Compensated at a rate of .020 of the BA base salary.
  - b. Elementary Music Coordinator Compensated at a rate of .020 of the BA base salary.
  - c. Elementary Physical Education Coordinator Compensated at a rate of .020 of the BA base salary.
  - d. District-wide Coordinators (media and SLP) Compensated at a rate of .045 of the BA base salary.
  - e. Title I Coordinator Compensated at a rate of \$1,000 per year.
    - 1) During the course of a school year, the Title I Coordinator may arrange necessary release time through the office of the Director of Curriculum and Instruction.
    - 2) Work completed outside of the normal school year shall be paid at the teacher's hourly rate. The maximum amount of extended time shall be two (2) days.
    - 3) The District retains the right to reassign the Title I Coordinator responsibilities to a member of the administrative staff at the beginning of any school year. In this case, the Title I Coordinator's position will not be filled for the subsequent year(s) and the stipend will not be paid.

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

### J. <u>Merit Incentive for Attendance Payments</u>

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

### K. <u>Compensation for Music Concerts</u>

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

### L. <u>Compensation for Solo and Ensemble Contests; Large Group Contests</u>

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

### M. <u>Compensation for Washington, D.C. Trip</u>

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

### N. <u>Compensation for Saturday Detention Proctor</u>

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

### O. <u>Extended Time</u>

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

### P. <u>Professional Development Stipends</u>

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

### Q. <u>Middle School Athletic Director</u>

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

### R. Local Professional Development Committee (LPDC) Members

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

### S. <u>Entry-Year/Mentoring Committee Members</u>

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

T. <u>Mentors</u>

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

U. <u>Absence</u>

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

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

### V. <u>Payment and Deferral of Severance Pay</u>

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

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

- a. Participation in the 401(a) Plan and 403(b) Plan shall be mandatory for any teacher actively employed on or after August 1, 2004, who would be entitled to severance pay under Section 35, and also is or will be age 55 or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.
- b. If a retiring teacher is a participant in the 401(a) Plan, in lieu of the retiree receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 401(a) Plan in an amount equal to the lesser of:
  - 1) The total amount of the Participant's Severance Pay, or
  - 2) The maximum contribution amount allowable under the terms of the 401(a) Plan.

The required contribution to the 401(a) Plan shall be made within the timeframe described in Section 35.C for the payment of Severance Pay.

- c. The terms of the 403(b) Plan shall include the following:
  - 1) If a retiring employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the employee's Severance Pay that exceeds the maximum contribution amount allowable under the 401(a) Plan.
  - 2) Payment shall be made to the 401(b) Plan at the same time that payment is made to the 401(a) Plan; provided, however, that if the amount to be paid to the 403(b) Plan for any year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be paid to the employee by check at the teacher's discretion and as permitted by law and applicable Board policies, such balance may be deferred to a tax-sheltered annuity ("TSA").

- d. A teacher who is a participant in the 401(a) Plan and/or 403(b) Plan shall complete a sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 401(a) Plan or 403(b) Plan on behalf of the teacher.
- e. If a teacher retires, is entitled to have a contribution paid to the 401(a) Plan or 403(b) Plan, and dies prior to such contribution being paid to the Plan, the contribution shall nevertheless be paid to the Plan and shall be paid to a Beneficiary of the teacher in accordance with the terms of the Plan.
- f. The 401(a) Plan year shall be from July 2<sup>nd</sup> through July 1<sup>st</sup> with the first 401(a) Plan year being July 2, 2004 through July 1, 2005.
- g. The Board shall attempt to find a reputable company providing a 401(a)
  Plan and 403(b) Plan that does not charge any administrative fees.
  However, if no such company can be found, any administrative fees shall be borne by the 401(a) Plan and the 403(b) Plan participants.
- 2. Any teacher who is entitled to Severance Pay and is not an eligible participant in the 401(a) Plan or 403(b) Plan will continue to be eligible for any and all severance payments payable in accordance with Section 35 of this Agreement. The teacher may elect to defer such payments to a TSA as permitted by law and Board policy.
- 3. All contributions to the 401(a) Plan and 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the B.E.A. guarantee any tax results associated with the 401(a) Plan and 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

# ATTACHMENT A

## SCHEDULE A: BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE

	1	2	3	4	5	6	7	8	9
<b>p</b> ]	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42
1 39,	786	40,980	42,173	43,765	44,560	45,754	46,947	48,539	50,130
1.0	000	1.0300	1.0600	1.1000	1.1200	1.1500	1.1800	1.2200	1.2600
2 41,	775	43,025	44,278	45,953	46,784	48,038	49,291	50,958	52,633
1.0	500	1.0814	1.1129	1.1550	1.1759	1.2074	1.2389	1.2808	1.3229
3 43,	856	45,173	46,490	48,245	49,120	50,437	51,754	53,512	55,263
1.1	023	1.1354	1.1685	1.2126	1.2346	1.2677	1.3008	1.3450	1.3890
	052	47,433	48,817	50,656	51,579	52,959	54,344	56,186	58,028
1.1	575	1.1922	1.2270	1.2732	1.2964	1.3311	1.3659	1.4122	1.4585
	352	49,804	51,252	53,194	54,157	55,605	57,057	58,991	60,928
1.2	153	1.2518	1.2882	1.3370	1.3612	1.3976	1.4341	1.4827	1.5314
	775	52,295	53,819	55,852	56,866	58,390	59,914	61,939	63,972
1.2	762	1.3144	1.3527	1.4038	1.4293	1.4676	1.5059	1.5568	1.6079
	313	54,913	56,512	58,645	59,711	61,310	62,910	65,042	67,167
1.3	400	1.3802	1.4204	1.4740	1.5008	1.5410	1.5812	1.6348	1.6882
	,979	57,658	59,337	61,569	62,691	64,374	66,057	68,293	70,537
1.4	070	1.4492	1.4914	1.5475	1.5757	1.6180	1.6603	1.7165	1.7729
	772	60,534	62,305	64,652	65,826	67,592	69,355	71,706	74,062
1.4	772	1.5215	1.566	1.625	1.6545	1.6989	1.7432	1.8023	1.8615
	716	63,566	65,416	67,883	69,116	70,970	72,824	75,295	77,762
1.5	512	1.5977	1.6442	1.7062	1.7372	1.7838	1.8304	1.8925	1.9545
	803	66,745	68,687	71,277	72,574	74,519	76,469	79,059	81,653
1.6	288	1.6776	1.7264	1.7915	1.8241	1.8730	1.9220	1.9871	2.0523
	038	70,083	72,128	74,841	76,202	78,247	80,292	83,010	85,739
1.7	101	1.7615	1.8129	1.8811	1.9153	1.9667	2.0181	2.0864	2.1550
	038	70,083	72,128	74,841	76,202	78,247	80,292	83,010	85,739
1.7	101	1.7615	1.8129	1.8811	1.9153	1.9667	2.0181	2.0864	2.1550
	038	70,083	72,128	74,841	76,202	78,247	80,292	83,010	85,739
1.7	101	1.7615	1.8129	1.8811	1.9153	1.9667	2.0181	2.0864	2.1550
	774	73,922	76,095	78,935	80,368	82,548	84,704	87,569	90,434
1.8	040	1.8580	1.9126	1.9840	2.0200	2.0748	2.1290	2.2010	2.2730
									cher at Step 25 or above shall receive an additional \$750 per school year. cher at Step 30 or above shall receive an additional \$750 per school year.

## ATTACHMENT B

### SCHEDULE B-1 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE NEW SCHEDULE -- 2018-19 (Y3)

	1	2	3	4	5	6	7	8	9
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42
1	\$42,221	\$43,488	\$44,754	\$46,444	\$47,287	\$48,555	\$49,821	\$51,510	\$53,198
1	1.0000	1.0300	1.0600	1.1000	1.1200	1.1500	1.1800	1.2200	1.2600
	\$43,488	\$44,793	\$46,097	\$47,837	\$48,706	\$50,011	\$51,315	\$53,055	\$54,794
2	1.0300	1.0609	1.0918	1.1330	1.1536	1.1845	1.2154	1.2566	1.2978
3	\$44,792	\$46,137	\$47,480	\$49,272	\$50,167	\$51,511	\$52,855	\$54,647	\$56,438
3	1.0609	1.0927	1.1245	1.1670	1.1882	1.2200	1.2518	1.2943	1.3367
4	\$46,136	\$47,521	\$48,904	\$50,750	\$51,672	\$53,057	\$54,440	\$56,286	\$58,131
4	1.0927	1.1255	1.1583	1.2020	1.2238	1.2566	1.2894	1.3331	1.3768
5	\$47,520	\$48,946	\$50,371	\$52,273	\$53,222	\$54,649	\$56,073	\$57,975	\$59,875
3	1.1255	1.1593	1.1930	1.2381	1.2606	1.2943	1.3281	1.3731	1.4181
6	\$48,946	\$50,415	\$51,883	\$53,841	\$54,819	\$56,288	\$57,756	\$59,714	\$61,671
U	1.1593	1.1941	1.2288	1.2752	1.2984	1.3332	1.3679	1.4143	1.4607
7	\$50,414	\$51,927	\$53,439	\$55,456	\$56,464	\$57,977	\$59,488	\$61,506	\$63,522
/	1.1941	1.2299	1.2657	1.3135	1.3373	1.3732	1.4090	1.4567	1.5045
8	\$51,927	\$53,485	\$55,042	\$57,120	\$58,158	\$59,716	\$61,273	\$63,351	\$65,427
o	1.2299	1.2668	1.3037	1.3529	1.3774	1.4144	1.4512	1.5004	1.5496
9	\$53,485	\$55,090	\$56,693	\$58,834	\$59,902	\$61,507	\$63,111	\$65,251	\$67,390
,	1.2668	1.3048	1.3428	1.3935	1.4188	1.4568	1.4948	1.5455	1.5961
10	\$55,089	\$56,742	\$58,394	\$60,599	\$61,699	\$63,353	\$65,004	\$67,209	\$69,412
10	1.3048	1.3439	1.3831	1.4353	1.4613	1.5005	1.5396	1.5918	1.6440
11	\$56,742	\$58,445	\$60,146	\$62,417	\$63,550	\$65,253	\$66,955	\$69,225	\$71,494
	1.3439	1.3842	1.4245	1.4783	1.5052	1.5455	1.5858	1.6396	1.6933
12	\$58,444	\$60,198	\$61,950	\$64,289	\$65,457	\$67,211	\$68,963	\$71,302	\$73,639
12	1.3842	1.4258	1.4673	1.5227	1.5503	1.5919	1.6334	1.6888	1.7441
13	\$60,197	\$62,004	\$63,809	\$66,218	\$67,421	\$69,227	\$71,032	\$73,441	\$75,848
15	1.4258	1.4685	1.5113	1.5684	1.5968	1.6396	1.6824	1.7394	1.7964
14	\$62,003	\$63,864	\$65,723	\$68,204	\$69,443	\$71,304	\$73,163	\$75,644	\$78,124
	1.4685	1.5126	1.5566	1.6154	1.6447	1.6888	1.7329	1.7916	1.8503
15	\$63,863	\$65,780	\$67,695	\$70,250	\$71,526	\$73,443	\$75,358	\$77,913	\$80,467
10	1.5126	1.5580	1.6033	1.6639	1.6941	1.7395	1.7848	1.8454	1.9058
16	\$65,141	\$67,096	\$69,049	\$71,655	\$72,957	\$74,912	\$76,865	\$79,472	\$82,077
10	1.5428	1.5891	1.6354	1.6971	1.7280	1.7743	1.8205	1.8823	1.9440
17	\$66,443	\$68,437	\$70,430	\$73,088	\$74,416	\$76,410	\$78,402	\$81,061	\$83,718
17	1.5737	1.6209	1.6681	1.7311	1.7625	1.8098	1.8569	1.9199	1.9828
18	\$67,772	\$69,806	\$71,838	\$74,550	\$75,904	\$77,938	\$79,971	\$82,682	\$85,393
10	1.6052	1.6533	1.7015	1.7657	1.7978	1.8460	1.8941	1.9583	2.0225
19	\$69,128	\$71,202	\$73,275	\$76,041	\$77,423	\$79,497	\$81,570	\$84,336	\$87,100
	1.6373	1.6864	1.7355	1.8010	1.8337	1.8829	1.9320	1.9975	2.0630
20	\$70,510	\$72,626	\$74,741	\$77,562	\$78,971	\$81,087	\$83,201	\$86,023	\$88,842

	1.6700	1.7201	1.7702	1.8370	1.8704	1.9205	1.9706	2.0374	2.1042
21	\$71,921	\$74,079	\$76,235	\$79,113	\$80,550	\$82,709	\$84,865	\$87,743	\$90,619
21	1.7034	1.7545	1.8056	1.8738	1.9078	1.9589	2.0100	2.0782	2.1463
22	\$73,359	\$75,560	\$77,760	\$80,696	\$82,161	\$84,363	\$86,563	\$89,498	\$92,432
22	1.7375	1.7896	1.8417	1.9113	1.9460	1.9981	2.0502	2.1197	2.1892
23	\$74,826	\$77,072	\$79,315	\$82,310	\$83,805	\$86,050	\$88,294	\$91,288	\$94,280
23	1.7722	1.8254	1.8786	1.9495	1.9849	2.0381	2.0912	2.1621	2.2330
24	\$76,323	\$78,613	\$80,902	\$83,956	\$85,481	\$87,771	\$90,060	\$93,114	\$96,166
24	1.8077	1.8619	1.9161	1.9885	2.0246	2.0788	2.1330	2.2054	2.2777
25	\$77,849	\$80,185	\$82,520	\$85,635	\$87,190	\$89,527	\$91,861	\$94,976	\$98,089
25	1.8438	1.8992	1.9545	2.0282	2.0651	2.1204	2.1757	2.2495	2.3232

# ATTACHMENT B

## SCHEDULE B-2 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE NEW SCHEDULE -- 2019-20 (Y4)

	1	2	3	4	5	6	7	8	9
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42
1	\$43,066	\$44,358	\$45,649	\$47,373	\$48,233	\$49,526	\$50,817	\$52,540	\$54,262
1	1.0000	1.0300	1.0600	1.1000	1.1200	1.1500	1.1800	1.2200	1.2600
•	\$44,358	\$45,689	\$47,019	\$48,794	\$49,680	\$51,011	\$52,341	\$54,116	\$55,890
2	1.0300	1.0609	1.0918	1.1330	1.1536	1.1845	1.2154	1.2566	1.2978
2	\$45,688	\$47,059	\$48,429	\$50,258	\$51,171	\$52,542	\$53,912	\$55,740	\$57,567
3	1.0609	1.0927	1.1245	1.1670	1.1882	1.2200	1.2518	1.2943	1.3367
4	\$47,059	\$48,471	\$49,882	\$51,765	\$52,706	\$54,118	\$55,529	\$57,412	\$59,294
4	1.0927	1.1255	1.1583	1.2020	1.2238	1.2566	1.2894	1.3331	1.3768
5	\$48,471	\$49,925	\$51,379	\$53,318	\$54,287	\$55,742	\$57,195	\$59,134	\$61,073
5	1.1255	1.1593	1.1930	1.2381	1.2606	1.2943	1.3281	1.3731	1.4181
6	\$49,925	\$51,423	\$52,920	\$54,918	\$55,915	\$57,414	\$58,911	\$60,908	\$62,905
U	1.1593	1.1941	1.2288	1.2752	1.2984	1.3332	1.3679	1.4143	1.4607
7	\$51,423	\$52,966	\$54,508	\$56,565	\$57,593	\$59,136	\$60,678	\$62,736	\$64,792
/	1.1941	1.2299	1.2657	1.3135	1.3373	1.3732	1.4090	1.4567	1.5045
8	\$52,965	\$54,555	\$56,143	\$58,262	\$59,321	\$60,910	\$62,498	\$64,618	\$66,736
o	1.2299	1.2668	1.3037	1.3529	1.3774	1.4144	1.4512	1.5004	1.5496
9	\$54,554	\$56,191	\$57,827	\$60,010	\$61,100	\$62,738	\$64,373	\$66,556	\$68,738
,	1.2668	1.3048	1.3428	1.3935	1.4188	1.4568	1.4948	1.5455	1.5961
10	\$56,191	\$57,877	\$59,562	\$61,811	\$62,933	\$64,620	\$66,305	\$68,553	\$70,800
10	1.3048	1.3439	1.3831	1.4353	1.4613	1.5005	1.5396	1.5918	1.6440
11	\$57,877	\$59,614	\$61,349	\$63,665	\$64,821	\$66,558	\$68,294	\$70,610	\$72,924
11	1.3439	1.3842	1.4245	1.4783	1.5052	1.5455	1.5858	1.6396	1.6933
12	\$59,613	\$61,402	\$63,189	\$65,575	\$66,766	\$68,555	\$70,343	\$72,728	\$75,112
12	1.3842	1.4258	1.4673	1.5227	1.5503	1.5919	1.6334	1.6888	1.7441
13	\$61,401	\$63,244	\$65,085	\$67,542	\$68,769	\$70,612	\$72,453	\$74,910	\$77,365
15	1.4258	1.4685	1.5113	1.5684	1.5968	1.6396	1.6824	1.7394	1.7964
14	\$63,243	\$65,141	\$67,038	\$69,568	\$70,832	\$72,730	\$74,626	\$77,157	\$79,686
14	1.4685	1.5126	1.5566	1.6154	1.6447	1.6888	1.7329	1.7916	1.8503
15	\$65,141	\$67,096	\$69,049	\$71,655	\$72,957	\$74,912	\$76,865	\$79,472	\$82,077
15	1.5126	1.5580	1.6033	1.6639	1.6941	1.7395	1.7848	1.8454	1.9058
16	\$66,443	\$68,437	\$70,430	\$73,088	\$74,416	\$76,410	\$78,402	\$81,061	\$83,718
10	1.5428	1.5891	1.6354	1.6971	1.7280	1.7743	1.8205	1.8823	1.9440
17	\$67,772	\$69,806	\$71,838	\$74,550	\$75,904	\$77,938	\$79,971	\$82,682	\$85,393
17	1.5737	1.6209	1.6681	1.7311	1.7625	1.8098	1.8569	1.9199	1.9828
18	\$69,128	\$71,202	\$73,275	\$76,041	\$77,423	\$79,497	\$81,570	\$84,336	\$87,100
10	1.6052	1.6533	1.7015	1.7657	1.7978	1.8460	1.8941	1.9583	2.0225
19	\$70,510	\$72,626	\$74,741	\$77,562	\$78,971	\$81,087	\$83,201	\$86,023	\$88,842
	1.6373	1.6864	1.7355	1.8010	1.8337	1.8829	1.9320	1.9975	2.0630
20	\$71,921	\$74,079	\$76,235	\$79,113	\$80,550	\$82,709	\$84,865	\$87,743	\$90,619
20	1.6700	1.7201	1.7702	1.8370	1.8704	1.9205	1.9706	2.0374	2.1042

21	\$73,359	\$75,560	\$77,760	\$80,696	\$82,161	\$84,363	\$86,563	\$89,498	\$92,432
21	1.7034	1.7545	1.8056	1.8738	1.9078	1.9589	2.0100	2.0782	2.1463
22	\$74,826	\$77,072	\$79,315	\$82,310	\$83,805	\$86,050	\$88,294	\$91,288	\$94,280
22	1.7375	1.7896	1.8417	1.9113	1.9460	1.9981	2.0502	2.1197	2.1892
23	\$76,323	\$78,613	\$80,902	\$83,956	\$85,481	\$87,771	\$90,060	\$93,114	\$96,166
23	1.7722	1.8254	1.8786	1.9495	1.9849	2.0381	2.0912	2.1621	2.2330
24	\$77,849	\$80,185	\$82,520	\$85,635	\$87,190	\$89,527	\$91,861	\$94,976	\$98,089
24	1.8077	1.8619	1.9161	1.9885	2.0246	2.0788	2.1330	2.2054	2.2777
25	\$79,406	\$81,789	\$84,170	\$87,348	\$88,934	\$91,317	\$93,698	\$96,876	\$100,051
23	1.8438	1.8992	1.9545	2.0282	2.0651	2.1204	2.1757	2.2495	2.3232

# ATTACHMENT B

## SCHEDULE B-3 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT TEACHER SALARY SCHEDULE NEW SCHEDULE -- 2020-21 (Y5)

	1	2	3	4	5	6	7	8	9
Step	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42
1	\$43,927	\$45,245	\$46,562	\$48,320	\$49,198	\$50,516	\$51,833	\$53,591	\$55,348
1	1.0000	1.0300	1.0600	1.1000	1.1200	1.1500	1.1800	1.2200	1.2600
2	\$45,245	\$46,603	\$47,959	\$49,770	\$50,674	\$52,032	\$53,388	\$55,199	\$57,008
2	1.0300	1.0609	1.0918	1.1330	1.1536	1.1845	1.2154	1.2566	1.2978
2	\$46,602	\$48,001	\$49,398	\$51,263	\$52,194	\$53,593	\$54,990	\$56,855	\$58,718
3	1.0609	1.0927	1.1245	1.1670	1.1882	1.2200	1.2518	1.2943	1.3367
4	\$48,000	\$49,441	\$50,880	\$52,801	\$53,760	\$55,200	\$56,640	\$58,560	\$60,480
4	1.0927	1.1255	1.1583	1.2020	1.2238	1.2566	1.2894	1.3331	1.3768
5	\$49,440	\$50,924	\$52,406	\$54,385	\$55,373	\$56,856	\$58,339	\$60,317	\$62,294
5	1.1255	1.1593	1.1930	1.2381	1.2606	1.2943	1.3281	1.3731	1.4181
(	\$50,923	\$52,452	\$53,979	\$56,016	\$57,034	\$58,562	\$60,089	\$62,127	\$64,163
6	1.1593	1.1941	1.2288	1.2752	1.2984	1.3332	1.3679	1.4143	1.4607
7	\$52,451	\$54,025	\$55,598	\$57,697	\$58,745	\$60,319	\$61,892	\$63,990	\$66,088
/	1.1941	1.2299	1.2657	1.3135	1.3373	1.3732	1.4090	1.4567	1.5045
o	\$54,025	\$55,646	\$57,266	\$59,428	\$60,507	\$62,128	\$63,748	\$65,910	\$68,071
8	1.2299	1.2668	1.3037	1.3529	1.3774	1.4144	1.4512	1.5004	1.5496
9	\$55,645	\$57,315	\$58,984	\$61,210	\$62,322	\$63,992	\$65,661	\$67,887	\$70,113
9	1.2668	1.3048	1.3428	1.3935	1.4188	1.4568	1.4948	1.5455	1.5961
10	\$57,315	\$59,035	\$60,753	\$63,047	\$64,192	\$65,912	\$67,631	\$69,924	\$72,216
10	1.3048	1.3439	1.3831	1.4353	1.4613	1.5005	1.5396	1.5918	1.6440
11	\$59,034	\$60,806	\$62,576	\$64,938	\$66,118	\$67,889	\$69,660	\$72,022	\$74,383
11	1.3439	1.3842	1.4245	1.4783	1.5052	1.5455	1.5858	1.6396	1.6933
12	\$60,805	\$62,630	\$64,453	\$66,886	\$68,101	\$69,926	\$71,749	\$74,182	\$76,614
12	1.3842	1.4258	1.4673	1.5227	1.5503	1.5919	1.6334	1.6888	1.7441
13	\$62,629	\$64,509	\$66,387	\$68,893	\$70,144	\$72,024	\$73,902	\$76,408	\$78,912
15	1.4258	1.4685	1.5113	1.5684	1.5968	1.6396	1.6824	1.7394	1.7964
14	\$64,508	\$66,444	\$68,378	\$70,960	\$72,249	\$74,185	\$76,119	\$78,700	\$81,280
14	1.4685	1.5126	1.5566	1.6154	1.6447	1.6888	1.7329	1.7916	1.8503
15	\$66,443	\$68,437	\$70,430	\$73,088	\$74,416	\$76,410	\$78,402	\$81,061	\$83,718
15	1.5126	1.5580	1.6033	1.6639	1.6941	1.7395	1.7848	1.8454	1.9058
16	\$67,772	\$69,806	\$71,838	\$74,550	\$75,904	\$77,938	\$79,971	\$82,682	\$85,393
10	1.5428	1.5891	1.6354	1.6971	1.7280	1.7743	1.8205	1.8823	1.9440
17	\$69,128	\$71,202	\$73,275	\$76,041	\$77,423	\$79,497	\$81,570	\$84,336	\$87,100
17	1.5737	1.6209	1.6681	1.7311	1.7625	1.8098	1.8569	1.9199	1.9828
18	\$70,510	\$72,626	\$74,741	\$77,562	\$78,971	\$81,087	\$83,201	\$86,023	\$88,842
10	1.6052	1.6533	1.7015	1.7657	1.7978	1.8460	1.8941	1.9583	2.0225
19	\$71,921	\$74,079	\$76,235	\$79,113	\$80,550	\$82,709	\$84,865	\$87,743	\$90,619
17	1.6373	1.6864	1.7355	1.8010	1.8337	1.8829	1.9320	1.9975	2.0630
20	\$73,359	\$75,560	\$77,760	\$80,696	\$82,161	\$84,363	\$86,563	\$89,498	\$92,432
20	1.6700	1.7201	1.7702	1.8370	1.8704	1.9205	1.9706	2.0374	2.1042

21	\$74,826	\$77,072	\$79,315	\$82,310	\$83,805	\$86,050	\$88,294	\$91,288	\$94,280
21	1.7034	1.7545	1.8056	1.8738	1.9078	1.9589	2.0100	2.0782	2.1463
22	\$76,323	\$78,613	\$80,902	\$83,956	\$85,481	\$87,771	\$90,060	\$93,114	\$96,166
22	1.7375	1.7896	1.8417	1.9113	1.9460	1.9981	2.0502	2.1197	2.1892
23	\$77,849	\$80,185	\$82,520	\$85,635	\$87,190	\$89,527	\$91,861	\$94,976	\$98,089
23	1.7722	1.8254	1.8786	1.9495	1.9849	2.0381	2.0912	2.1621	2.2330
24	\$79,406	\$81,789	\$84,170	\$87,348	\$88,934	\$91,317	\$93,698	\$96,876	\$100,051
24	1.8077	1.8619	1.9161	1.9885	2.0246	2.0788	2.1330	2.2054	2.2777
25	\$80,994	\$83,425	\$85,854	\$89,094	\$90,713	\$93,144	\$95,572	\$98,813	\$102,052
25	1.8438	1.8992	1.9545	2.0282	2.0651	2.1204	2.1757	2.2495	2.3232

#### BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT EXTRACURRICULAR "GRANDFATHERED" SALARY SCHEDULE FOR THE DURATION OF THE AGREEMENT (JULY 1, 2016 - JUNE 30, 2021)<sup>§</sup>

2018-2019 School Year Base Salary		\$42,2	221	Y	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	Π	III	IV	V
Academic Challenge	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Annual Advisor – H.S.	6.500%		NMJ	\$2,744	\$2,950	\$3,171	\$3,409	\$3,665
Annual Advisor – M.S.	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Athletic Director – M.S.	13.000%		NMJ	\$5,489	\$5,900	\$6,343	\$6,819	\$7,330
Art Club – H.S.	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Art Club – M.S.	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Band Director	16.000%		November	\$6,755	\$7,262	\$7,807	\$8,392	\$9,022
Band Associate	12.000%	75%	November	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766
Baseball – Head Coach	12.000%		June	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766
Baseball – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Baseball – J.V.	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Baseball – 9 <sup>th</sup> – Head Coach	8.400%	70%	June	\$3,547	\$3,813	\$4,098	\$4,406	\$4,736
Basketball – Boys – Head Coach	13.500%		March	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612
Basketball – Boys – Assistant Coach	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Basketball – Boys – J.V.	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Basketball – Boys – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$3,990	\$4,289	\$4,611	\$4,957	\$5,328
Basketball – Boys – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Boys – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Boys – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Boys – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Girls – Head Coach	13.500%		March	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612
Basketball – Girls – Assistant Coach	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Basketball – Girls – J.V.	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Basketball – Girls – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$3,990	\$4,289	\$4,611	\$4,957	\$5,328
Basketball – Girls – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Girls – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Girls – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Basketball – Girls – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Biology Club	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Bowling	2.000%		March	\$844	\$908	\$976	\$1,049	\$1,128
Builder's Club – M.S.	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Cheerleader Coach – Fall	9.000%		November	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Cheerleader Coach – Winter	9.000%		March	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075

2018-2019 School Year Base Salary		\$42,2	221	1	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	Π	III	IV	V
Cheerleader Coach – 9 <sup>th</sup> Grade – Fall	4.500%		November	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Cheerleader Coach – 9 <sup>th</sup> – Winter	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Cheerleader Coach – 7 <sup>th</sup> /8 <sup>th</sup> Fall	4.500%		November	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Cheerleader Coach – 7 <sup>th</sup> /8 <sup>th</sup> Winter	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Cheerleading Competition Coordinator	2.000%		March	\$844	\$908	\$976	\$1,049	\$1,128
Chinese Club	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Choral Director	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Choral Director – 5 <sup>th</sup> Grade	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Commencement Coordinator	2.000%		June	\$844	\$908	\$976	\$1,049	\$1,128
Communications Club	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Cross Country – Boys & Girls	11.500%		November	\$4,855	\$5,220	\$5,611	\$6,032	\$6,484
Cross Country – Asst. Coach	8.625%	75%	November	\$3,642	\$3,915	\$4,208	\$4,524	\$4,863
Cross Country – 8th Head Coach	7.475%	65%	November	\$3,156	\$3,393	\$3,647	\$3,921	\$4,215
Cross Country – 8 <sup>th</sup> – Asst. Coach	7.200%		November	\$3,040	\$3,268	\$3,513	\$3,776	\$4,060
Cross Country – 7 <sup>th</sup> – Head Coach	7.475%	65%	November	\$3,156	\$3,393	\$3,647	\$3,921	\$4,215
Cross Country – 7 <sup>th</sup> – Asst. Coach	7.200%		November	\$3,040	\$3,268	\$3,513	\$3,776	\$4,060
Dance Team – 8 <sup>th</sup> – M.S.	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Dance Team – 7 <sup>th</sup> – M.S.	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Drama Club	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Faculty Manager – Boys	16.000%		NMJ	\$6,755	\$7,262	\$7,807	\$8,392	\$9,022
Faculty Manager – Girls	16.000%		NMJ	\$6,755	\$7,262	\$7,807	\$8,392	\$9,022
Faculty Manager – M.S.	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Fall Play Director	5.500%		November	\$2,322	\$2,496	\$2,684	\$2,885	\$3,101
Fall Play – Assistant	4.125%	75%	November	\$1,742	\$1,872	\$2,013	\$2,164	\$2,326
Flag Line Advisor	5.500%		November	\$2,322	\$2,496	\$2,684	\$2,885	\$3,101
Football – Head Coach	15.500%		November	\$6,544	\$7,035	\$7,563	\$8,130	\$8,740
Football – Assistant Coach	11.625%	75%	November	\$4,908	\$5,276	\$5,672	\$6,097	\$6,555
Football – Assistant Coach	11.625%	75%	November	\$4,908	\$5,276	\$5,672	\$6,097	\$6,555
Football – Assistant Coach	11.625%	75%	November	\$4,908	\$5,276	\$5,672	\$6,097	\$6,555
Football – Assistant Coach	11.625%	75%	November	\$4,908	\$5,276	\$5,672	\$6,097	\$6,555
Football – Assistant Coach	11.625%	75%	November	\$4,908	\$5,276	\$5,672	\$6,097	\$6,555
Football – 9 <sup>th</sup> – Head Coach	10.850%	70%	November	\$4,581	\$4,925	\$5,294	\$5,691	\$6,118
Football – 9 <sup>th</sup> – Assistant Coach	10.075%	65%	November	\$4,254	\$4,573	\$4,916	\$5,284	\$5,681
Football – 9th – Assistant Coach	10.075%	65%	November	\$4,254	\$4,573	\$4,916	\$5,284	\$5,681
Football – 8 <sup>th</sup> – Head Coach	10.075%	65%	November	\$4,254	\$4,573	\$4,916	\$5,284	\$5,681
Football – 8 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$3,927	\$4,221	\$4,538	\$4,878	\$5,244

2018-2019 School Year Base Salary	2019 School Year Base Salary \$42,221				EARS O	F EXPE	IIIIV $\$4,538$ $\$4,878$ $\$$ $\$4,916$ $\$5,284$ $\$$ $\$4,916$ $\$5,284$ $\$$ $\$4,916$ $\$5,284$ $\$$ $\$4,916$ $\$1,049$ $\$$ $\$4,635$ $$4,983$ $\$$ $\$3,476$ $\$3,737$ $\$$ $\$4,635$ $$4,983$ $$$ $\$3,476$ $$3,737$ $\$$ $\$4,635$ $$4,983$ $$$ $\$3,476$ $$3,737$ $$$ $\$4,635$ $$4,983$ $$$ $\$4,635$ $$4,983$ $$$ $\$4,635$ $$4,983$ $$$ $\$4,635$ $$4,983$ $$$ $\$4,635$ $$4,983$ $$$ $\$4,635$ $$4,924$ $$$ $\$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,927$ $$3,147$ $$$ $$2,196$ $$2,360$ $$$ $$2,196$ $$1,049$ $$$ $$1,708$ $$1,836$ $$$ $$1,464$ $$1,574$ $$$ $$1,464$ $$1,574$ $$$ $$976$ $$1,049$ $$$ $$976$ $$1,049$ $$$ $$976$ $$1,049$ $$$ $$976$ $$1,049$	
				FIXED RATE				
	% of	% of	Pay Month	1-2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	Π	Ш	IV	V
Football – 8 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$3,927	\$4,221	\$4,538	\$4,878	\$5,244
Football – 7 <sup>th</sup> – Head Coach	10.075%	65%	November	\$4,254	\$4,573	\$4,916		\$5,681
Football – 7 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$3,927	\$4,221			\$5,244
German Club	2.000%		NMJ	\$844	\$908			\$1,128
Golf – Boys – Head Coach	9.500%		November	\$4,011	\$4,312	\$4,635	\$4,983	\$5,357
Golf – Boys – Assistant Coach	7.125%	75%	November	\$3,008	\$3,234	\$3,476		\$4,017
Golf – Girls – Head Coach	9.500%		November	\$4,011	\$4,312			\$5,357
Gymnastics – Girls – Head Coach	12.000%		March	\$5,067	\$5,447			\$6,766
Gymnastics – Girls – Asst. Coach	9.000%	75%	March	\$3,800	\$4,085	\$4,391		\$5,075
Hockey – Head Coach	12.000%		March	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766
Hockey – Varsity Assistant	6.000%	50%	March	\$2,533	\$2,723	\$2,927		\$3,383
Hockey – J.V.	6.000%	50%	March	\$2,533	\$2,723	\$2,927	\$3,147	\$3,383
Honeybees (Pom Pom) Advisor	5.000%		March	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819
Honeycomb Advisor	3.500%		NMJ	\$1,478	\$1,589	\$1,708	\$1,836	\$1,973
Huddle Jr. – M.S.	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Hy-Breeze Advisor	6.500%		NMJ	\$2,744	\$2,950	\$3,171	\$3,409	\$3,665
International Club – H.S.	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Intramurals – Boys – H.S.	3.500%		NMJ	\$1,478	\$1,589	\$1,708	\$1,836	\$1,973
Intramurals – Girls – H.S.	3.500%		NMJ	\$1,478	\$1,589	\$1,708	\$1,836	\$1,973
Intramurals – Central	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Intramurals – M.S.	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Jazz Band – M.S.	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Junior Class Advisor	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Key Club	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Lacrosse Club	2.000%		June	\$844	\$908	\$976	\$1,049	\$1,128
Lacrosse – Boys – Head Coach	12.000%		June	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766
Lacrosse – Girls – Head Coach	12.000%		June	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766
Lacrosse – Boys – J.V. Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Lacrosse – Girls – J.V. Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Lacrosse – Boys 9th – Coach	8.400%	70%	June	\$3,547	\$3,813	\$4,098	\$4,406	\$4,736
Lacrosse – Girls 9th – Coach	8.400%	70%	June	\$3,547	\$3,813	\$4,098	\$4,406	\$4,736
Literary Magazine – H.S.	3.000%		June	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Literary Magazine – M.S.	2.000%		June	\$844	\$908	\$976	\$1,049	\$1,128
Math Club (H.S.)	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Math Counts	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Mock Trial	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692

2018-2019 School Year Base Salary		\$42,2	221	Y	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	Π	Ш	IV	V
Model United Nations – H.S.	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Model United Nations – M.S.	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
National Honor Society	6.500%		NMJ	\$2,744	\$2,950	\$3,171	\$3,409	\$3,665
Pep Band – H.S.	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Percussion (Drum Line)	10.400%	65%	March/June	\$4,391	\$4,720	\$5,074	\$5,455	\$5,864
Play Set Design/Construction (Fall)	3.250%		November	\$1,372	\$1,475	\$1,586	\$1,705	\$1,833
Play Set Design/Construction (Winter)	3.250%		March	\$1,372	\$1,475	\$1,586	\$1,705	\$1,833
Power of the Pen	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Prom Advisor	2.000%		June	\$844	\$908	\$976	\$1,049	\$1,128
Robotics Club – H.S.	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Robotics Club – M.S.	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
SADD	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Safe Club – H.S.	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Safety Patrol – Chippewa	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Safety Patrol – Highland	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Safety Patrol – Hilton	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Safety Patrol – Central	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692
Science Olympiad – H.S.	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Science Olympiad – M.S.	4.500%		March	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Senior Class Advisor	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128
Show Choir Director	6.500%		NMJ	\$2,744	\$2,950	\$3,171	\$3,409	\$3,665
Show Choir Choreographer	4.875%		NMJ	\$2,058	\$2,213	\$2,379	\$2,557	\$2,749
Ski Club	2.000%		March	\$844	\$908	\$976	\$1,049	\$1,128
Soccer – Boys – Head Coach	13.500%		November	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612
Soccer – Boys – Assistant Coach	10.125%	75%	November	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Soccer – Boys – J.V. Coach	10.125%	75%	November	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Soccer – Boys – 9 <sup>th</sup> – Coach	9.450%	70%	November	\$3,990	\$4,289	\$4,611	\$4,957	\$5,328
Soccer – Girls – Head Coach	13.500%		November	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612
Soccer – Girls – Assistant Coach	10.125%	75%	November	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Soccer – Girls – J.V. Coach	10.125%	75%	November	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Soccer – Girls – 9 <sup>th</sup> Grade Coach	9.450%	70%	November	\$3,990	\$4,289	\$4,611	\$4,957	\$5,328
Softball – Head Coach	12.000%		June	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766
Softball – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Softball – J.V. Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Softball – 9 <sup>th</sup> – Coach	8.400%	70%	June	\$3,547	\$3,813	\$4,098	\$4,406	\$4,736
Spanish Club	2.000%		NMJ	\$844	\$908	\$976	\$1,049	\$1,128

2018-2019 School Year Base Salary		\$42,2	221	YEARS OF EXPERIENCE					
				FIXED RATE					
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +	
	Base	Head	1 <sup>st</sup> Pay	Ι	II	III	IV	V	
Spring Play Director	7.000%		June	\$2,955	\$3,177	\$3,415	\$3,672	\$3,947	
Spring Play – Assistant Director	5.250%	75%	June	\$2,217	\$2,383	\$2,562	\$2,754	\$2,960	
Spring Play – Asst. Choral Director	4.200%	60%	June	\$1,773	\$1,906	\$2,049	\$2,203	\$2,368	
Spring Play – Asst. Choreography	4.200%	60%	June	\$1,773	\$1,906	\$2,049	\$2,203	\$2,368	
Spring Play – Asst. Music Director	4.200%	60%	June	\$1,773	\$1,906	\$2,049	\$2,203	\$2,368	
Stage Manager*	7.000%		NMJ	\$2,955	\$3,177	\$3,415	\$3,672	\$3,947	
Stage Manager – MS*	4.000%		NMJ	\$1,689	\$1,816	\$1,952	\$2,098	\$2,255	
Strength Coach – Fall	3.000%		November	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692	
Strength Coach – Winter	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692	
Strength Coach – Spring	3.000%		June	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692	
Strength Coach – Summer	3.000%		November	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692	
Student Council – H.S.	5.500%		NMJ	\$2,322	\$2,496	\$2,684	\$2,885	\$3,101	
Student Council – M.S.	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537	
Student Council – Central	3.000%		NMJ	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692	
Swim Team – Head Coach	13.500%		March	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612	
Swim Team – Assistant Coach	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709	
Swim Team – Assistant Coach	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709	
Technology Coordinator – Chippewa	5.000%		NMJ	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819	
Technology Coordinator – Highland	5.000%		NMJ	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819	
Technology Coordinator – Hilton	5.000%		NMJ	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819	
Technology Coordinator – Central	5.000%		NMJ	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819	
Technology Coordinator – MS	5.000%		NMJ	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819	
Technology Coordinator – HS	5.000%		NMJ	\$2,111	\$2,269	\$2,440	\$2,623	\$2,819	
Tennis – Boys – Head Coach	9.500%		June	\$4,011	\$4,312	\$4,635	\$4,983	\$5,357	
Tennis – Boys – Assistant Coach	7.125%	75%	June	\$3,008	\$3,234	\$3,476	\$3,737	\$4,017	
Tennis – Girls – Head Coach	9.500%		November	\$4,011	\$4,312	\$4,635	\$4,983	\$5,357	
Tennis Girls – Assistant Coach	7.125%	75%	November	\$3,008	\$3,234	\$3,476	\$3,737	\$4,017	
Track – Boys – Head Coach	12.000%		June	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766	
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075	
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075	
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075	
Track – Boys – 8 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,293	\$3,540	\$3,806	\$4,091	\$4,398	
Track – Boys – 8th – Assistant Coach	7.200%	60%	June	\$3,040	\$3,268	\$3,513	\$3,776	\$4,060	
Track – Boys – 7 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,293	\$3,540	\$3,806	\$4,091	\$4,398	
Track – Boys – 7th – Assistant Coach	7.200%	60%	June	\$3,040	\$3,268	\$3,513	\$3,776	\$4,060	
Track – Girls – Head Coach	12.000%		June	\$5,067	\$5,447	\$5,855	\$6,294	\$6,766	

2018-2019 School Year Base Salary		Y	EARS O	F EXPE	RIENCE			
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	II	III	IV	V
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,800	\$4,085	\$4,391	\$4,721	\$5,075
Track – Girls – 8 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,293	\$3,540	\$3,806	\$4,091	\$4,398
Track – Girls – 8 <sup>th</sup> – Assistant Coach	7.200%	60%	June	\$3,040	\$3,268	\$3,513	\$3,776	\$4,060
Track – Girls – 7 <sup>th</sup> – Head Coach	7.800%		June	\$3,293	\$3,540	\$3,806	\$4,091	\$4,398
Track – Girls – 7 <sup>th</sup> – Assistant Coach	7.200%		June	\$3,040	\$3,268	\$3,513	\$3,776	\$4,060
Variety Show Director	2.000%		June	\$844	\$908	\$976	\$1,049	\$1,128
Video Announcements	4.500%		NMJ	\$1,900	\$2,042	\$2,196	\$2,360	\$2,537
Volleyball – Girls Head Coach	13.500%		November	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612
Volleyball – Girls Assistant Coach	10.125%	75%	November	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Volleyball – Girls J.V. Coach	10.125%	75%	November	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Volleyball – Girls 9 <sup>th</sup> – Head Coach	9.450%	70%	November	\$3,990	\$4,289	\$4,611	\$4,957	\$5,328
Volleyball – Girls 8 <sup>th</sup> – Head Coach	8.775%	65%	November	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Volleyball – Girls – 7 <sup>th</sup> – Head Coach	2.000%		November	\$844	\$908	\$976	\$1,049	\$1,128
Volleyball – Boys – Club	8.775%		June	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Washington, D.C. Coordinator	5.500%		March	\$2,322	\$2,496	\$2,684	\$2,885	\$3,101
Wrestling – Head Coach	13.500%		March	\$5,700	\$6,127	\$6,587	\$7,081	\$7,612
Wrestling – Assistant Coach	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Wrestling – J.V. Coach	10.125%	75%	March	\$4,275	\$4,595	\$4,940	\$5,311	\$5,709
Wrestling – 9th – Head Coach	9.450%	70%	March	\$3,990	\$4,289	\$4,611	\$4,957	\$5,328
Wrestling – 8th – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Wrestling – 8th – Assistant Coach	8.100%	60%	March	\$3,420	\$3,676	\$3,952	\$4,249	\$4,567
Wrestling – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,705	\$3,983	\$4,281	\$4,603	\$4,948
Wrestling – 7 <sup>th</sup> – Assistant Coach	8.100%	60%	March	\$3,420	\$3,676	\$3,952	\$4,249	\$4,567
Wrestling Tournament Director	5.500%		March	\$2,322	\$2,496	\$2,684	\$2,885	\$3,101
Youth and Government	3.000%		March	\$1,267	\$1,362	\$1,464	\$1,574	\$1,692

§If maintaining supplemental contract for current classification. \*Paid .0006 of the BA base salary per hour for outside activities.

#### BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT EXTRACURRICULAR "GRANDFATHERED" SALARY SCHEDULE FOR THE DURATION OF THE AGREEMENT (JULY 1, 2016 – JUNE 30, 2021)<sup>§</sup>

2019-2020 School Year Base Salary	9	543,066.0	0		YEARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3 – 5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	П	Ш	IV	V
Academic Challenge	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Annual Advisor – H.S.	6.500%		NMJ	\$2,799	\$3,009	\$3,235	\$3,478	\$3,738
Annual Advisor – M.S.	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Athletic Director – M.S.	13.000%		NMJ	\$5,599	\$6,018	\$6,470	\$6,955	\$7,477
Art Club – H.S.	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Art Club – M.S.	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Band - Director	16.000%		November	\$6,891	\$7,407	\$7,963	\$8,560	\$9,202
Band - Associate Director	12.000%	75%	November	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Band - Assistant Director	6.000%	50%	November	\$2,584	\$2,778	\$2,986	\$3,210	\$3,451
Baseball – Head Coach	12.000%		June	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Baseball – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Baseball – J.V.	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Baseball – 9 <sup>th</sup> – Head Coach	8.400%	70%	June	\$3,618	\$3,889	\$4,181	\$4,494	\$4,831
Basketball – Boys – Head Coach	13.500%		March	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Basketball – Boys – Assistant Coach	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Basketball – Boys – J.V.	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Basketball – Boys – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$4,070	\$4,375	\$4,703	\$5,056	\$5,435
Basketball – Boys – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Boys – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Boys – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Boys – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Girls – Head Coach	13.500%		March	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Basketball – Girls – Assistant Coach	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Basketball – Girls – J.V.	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Basketball – Girls – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$4,070	\$4,375	\$4,703	\$5,056	\$5,435
Basketball – Girls – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Girls – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Girls – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Basketball – Girls – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Biology Club	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Bowling	2.000%		March	\$861	\$926	\$995	\$1,070	\$1,150
Builder's Club – M.S.	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Cheerleader Coach – Fall	9.000%		November	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176

2019-2020 School Year Base Salary	5	643,066.0	0		YEARS O	F EXPEI	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	П	III	IV	V
Cheerleader Coach – Winter	9.000%		March	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Cheerleader Coach – 9 <sup>th</sup> Grade – Fall	4.500%		November	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Cheerleader Coach – 9 <sup>th</sup> – Winter	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Cheerleader Coach – 7 <sup>th</sup> /8 <sup>th</sup> Fall	4.500%		November	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Cheerleader Coach – 7 <sup>th</sup> /8 <sup>th</sup> Winter	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Cheerleading Competition Coordinator	2.000%		March	\$861	\$926	\$995	\$1,070	\$1,150
Chinese Club	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Choral Director	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Choral Director – 5 <sup>th</sup> Grade	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Commencement Coordinator	2.000%		June	\$861	\$926	\$995	\$1,070	\$1,150
Communications Club	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Cross Country – Boys & Girls	11.500%		November	\$4,953	\$5,324	\$5,723	\$6,153	\$6,614
Cross Country – Asst. Coach	8.625%	75%	November	\$3,714	\$3,993	\$4,293	\$4,614	\$4,961
Cross Country – 8th Head Coach	7.475%	65%	November	\$3,219	\$3,461	\$3,720	\$3,999	\$4,299
Cross Country – 8 <sup>th</sup> – Asst. Coach	7.200%		November	\$3,101	\$3,333	\$3,583	\$3,852	\$4,141
Cross Country – 7 <sup>th</sup> – Head Coach	7.475%	65%	November	\$3,219	\$3,461	\$3,720	\$3,999	\$4,299
Cross Country – 7th – Asst. Coach	7.200%		November	\$3,101	\$3,333	\$3,583	\$3,852	\$4,141
Dance Team – 8 <sup>th</sup> – M.S.	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Dance Team – 7 <sup>th</sup> – M.S.	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Drama Club	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Faculty Manager – Boys	16.000%		NMJ	\$6,891	\$7,407	\$7,963	\$8,560	\$9,202
Faculty Manager – Girls	16.000%		NMJ	\$6,891	\$7,407	\$7,963	\$8,560	\$9,202
Faculty Manager – M.S.	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Fall Play Director	5.500%		November	\$2,369	\$2,546	\$2,737	\$2,943	\$3,163
Fall Play – Assistant	4.125%	75%	November	\$1,776	\$1,910	\$2,053	\$2,207	\$2,372
Flag Line Advisor	5.500%		November	\$2,369	\$2,546	\$2,737	\$2,943	\$3,163
Football – Head Coach	15.500%		November	\$6,675	\$7,176	\$7,714	\$8,293	\$8,915
Football – Assistant Coach	11.625%	75%	November	\$5,006	\$5,382	\$5,786	\$6,219	\$6,686
Football – Assistant Coach	11.625%	75%	November	\$5,006	\$5,382	\$5,786	\$6,219	\$6,686
Football – Assistant Coach	11.625%	75%	November	\$5,006	\$5,382	\$5,786	\$6,219	\$6,686
Football – Assistant Coach	11.625%	75%	November	\$5,006	\$5,382	\$5,786	\$6,219	\$6,686
Football – Assistant Coach	11.625%	75%	November	\$5,006	\$5,382	\$5,786	\$6,219	\$6,686
Football – 9 <sup>th</sup> – Head Coach	10.850%	70%	November	\$4,673	\$5,023	\$5,400	\$5,805	\$6,240
Football – 9 <sup>th</sup> – Assistant Coach	10.075%	65%	November	\$4,339	\$4,664	\$5,014	\$5,390	\$5,794
Football – 9 <sup>th</sup> – Assistant Coach	10.075%	65%	November	\$4,339	\$4,664	\$5,014	\$5,390	\$5,794
Football – 8 <sup>th</sup> – Head Coach	10.075%	65%	November	\$4,339	\$4,664	\$5,014	\$5,390	\$5,794

2019-2020 School Year Base Salary	S	643,066.0	0		YEARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	п	III	IV	V
Football – 8 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$4,005	\$4,306	\$4,628	\$4,976	\$5,349
Football – 8 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$4,005	\$4,306	\$4,628	\$4,976	\$5,349
Football – 7 <sup>th</sup> – Head Coach	10.075%	65%	November	\$4,339	\$4,664	\$5,014	\$5,390	\$5,794
Football – 7 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$4,005	\$4,306	\$4,628	\$4,976	\$5,349
German Club	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Golf – Boys – Head Coach	9.500%		November	\$4,091	\$4,398	\$4,728	\$5,083	\$5,464
Golf – Boys – Assistant Coach	7.125%	75%	November	\$3,068	\$3,299	\$3,546	\$3,812	\$4,098
Golf – Girls – Head Coach	9.500%		November	\$4,091	\$4,398	\$4,728	\$5,083	\$5,464
Gymnastics – Girls – Head Coach	12.000%		March	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Gymnastics – Girls – Asst. Coach	9.000%	75%	March	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Hockey – Head Coach	12.000%		March	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Hockey – Varsity Assistant	6.000%	50%	March	\$2,584	\$2,778	\$2,986	\$3,210	\$3,451
Hockey – J.V.	6.000%	50%	March	\$2,584	\$2,778	\$2,986	\$3,210	\$3,451
Honeybees (Pom Pom) Advisor	5.000%		March	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Honeycomb Advisor	3.500%		NMJ	\$1,507	\$1,620	\$1,742	\$1,873	\$2,013
Huddle Jr. – M.S.	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Hy-Breeze Advisor	6.500%		NMJ	\$2,799	\$3,009	\$3,235	\$3,478	\$3,738
International Club – H.S.	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Intramurals – Boys – H.S.	3.500%		NMJ	\$1,507	\$1,620	\$1,742	\$1,873	\$2,013
Intramurals – Girls – H.S.	3.500%		NMJ	\$1,507	\$1,620	\$1,742	\$1,873	\$2,013
Intramurals – Central	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Intramurals – M.S.	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Jazz Band – M.S.	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Junior Class Advisor	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Key Club	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Lacrosse Club	2.000%		June	\$861	\$926	\$995	\$1,070	\$1,150
Lacrosse – Boys – Head Coach	12.000%		June	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Lacrosse – Girls – Head Coach	12.000%		June	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Lacrosse – Boys – J.V. Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Lacrosse – Girls – J.V. Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Lacrosse – Boys – 9th – Coach	8.400%	70%	June	\$3,618	\$3,889	\$4,181	\$4,494	\$4,831
Lacrosse – Girls – 9th – Coach	8.400%	70%	June	\$3,618	\$3,889	\$4,181	\$4,494	\$4,831
Literary Magazine – H.S.	3.000%		June	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Literary Magazine – M.S.	2.000%		June	\$861	\$926	\$995	\$1,070	\$1,150
Math Club (H.S.)	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Math Counts	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588

2019-2020 School Year Base Salary	S	643,066.0	0	,	YEARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	П	III	IV	V
Mock Trial	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Model United Nations – H.S.	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Model United Nations – M.S.	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
National Honor Society	6.500%		NMJ	\$2,799	\$3,009	\$3,235	\$3,478	\$3,738
Pep Band – H.S.	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Percussion (Drum Line)	10.400%	65%	March/June	\$4,479	\$4,815	\$5,176	\$5,564	\$5,981
Play Set Design/Construction (Fall)	3.250%		November	\$1,400	\$1,505	\$1,617	\$1,739	\$1,869
Play Set Design/Construction (Winter)	3.250%		March	\$1,400	\$1,505	\$1,617	\$1,739	\$1,869
Power of the Pen	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Prom Advisor	2.000%		June	\$861	\$926	\$995	\$1,070	\$1,150
Robotics Club – H.S.	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Robotics Club – M.S.	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
SADD	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Safe Club – H.S.	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Safety Patrol – Chippewa	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Safety Patrol – Highland	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Safety Patrol – Hilton	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Safety Patrol – Central	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Science Olympiad – H.S.	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Science Olympiad – M.S.	4.500%		March	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Senior Class Advisor	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Show Choir Director	6.500%		NMJ	\$2,799	\$3,009	\$3,235	\$3,478	\$3,738
Show Choir Choreographer	4.875%		NMJ	\$2,099	\$2,257	\$2,426	\$2,608	\$2,804
Ski Club	2.000%		March	\$861	\$926	\$995	\$1,070	\$1,150
Soccer – Boys – Head Coach	13.500%		November	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Soccer – Boys – Assistant Coach	10.125%	75%	November	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Soccer – Boys – J.V. Coach	10.125%	75%	November	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Soccer – Boys – 9 <sup>th</sup> – Coach	9.450%	70%	November	\$4,070	\$4,375	\$4,703	\$5,056	\$5,435
Soccer – Girls – Head Coach	13.500%		November	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Soccer – Girls – Assistant Coach	10.125%	75%	November	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Soccer – Girls – J.V. Coach	10.125%	75%	November	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Soccer – Girls – 9 <sup>th</sup> Grade Coach	9.450%	70%	November	\$4,070	\$4,375	\$4,703	\$5,056	\$5,435
Softball – Head Coach	12.000%		June	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Softball – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Softball – J.V. Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Softball – 9 <sup>th</sup> – Coach	8.400%	70%	June	\$3,618	\$3,889	\$4,181	\$4,494	\$4,831

2019-2020 School Year Base Salary	9	643,066.0	0		YEARS O	F EXPEI	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 – 11	12 +
	Base	Head	ı 1 <sup>st</sup> Pay	I	П	Ш	IV	V
Spanish Club	2.000%		NMJ	\$861	\$926	\$995	\$1,070	\$1,150
Spring Play Director	7.000%		June	\$3,015	\$3,241	\$3,484	\$3,745	\$4,026
Spring Play – Assistant Director	5.250%	75%	June	\$2,261	\$2,431	\$2,613	\$2,809	\$3,019
Spring Play – Asst. Choral Director	4.200%	60%	June	\$1,809	\$1,944	\$2,090	\$2,247	\$2,416
Spring Play – Asst. Choreography	4.200%	60%	June	\$1,809	\$1,944	\$2,090	\$2,247	\$2,416
Spring Play – Asst. Music Director	4.200%	60%	June	\$1,809	\$1,944	\$2,090	\$2,247	\$2,416
Stage Manager*	7.000%		NMJ	\$3,015	\$3,241	\$3,484	\$3,745	\$4,026
Stage Manager – MS*	4.000%		NMJ	\$1,723	\$1,852	\$1,991	\$2,140	\$2,301
Strength Coach – Fall	3.000%		November	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Strength Coach – Winter	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Strength Coach – Spring	3.000%		June	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Strength Coach – Summer	3.000%		November	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Student Council – H.S.	5.500%		NMJ	\$2,369	\$2,546	\$2,737	\$2,943	\$3,163
Student Council – M.S.	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Student Council – Central	3.000%		NMJ	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725
Swim Team – Head Coach	13.500%		March	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Swim Team – Assistant Coach	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Swim Team – Assistant Coach	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Technology Coordinator – Chippewa	5.000%		NMJ	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Technology Coordinator – Highland	5.000%		NMJ	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Technology Coordinator – Hilton	5.000%		NMJ	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Technology Coordinator – Central	5.000%		NMJ	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Technology Coordinator – MS	5.000%		NMJ	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Technology Coordinator – HS	5.000%		NMJ	\$2,153	\$2,315	\$2,488	\$2,675	\$2,876
Tennis – Boys – Head Coach	9.500%		June	\$4,091	\$4,398	\$4,728	\$5,083	\$5,464
Tennis – Boys – Assistant Coach	7.125%	75%	June	\$3,068	\$3,299	\$3,546	\$3,812	\$4,098
Tennis – Girls – Head Coach	9.500%		November	\$4,091	\$4,398	\$4,728	\$5,083	\$5,464
Tennis Girls – Assistant Coach	7.125%	75%	November	\$3,068	\$3,299	\$3,546	\$3,812	\$4,098
Track – Boys – Head Coach	12.000%		June	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Track – Boys – 8 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,359	\$3,611	\$3,882	\$4,173	\$4,486
Track – Boys – 8 <sup>th</sup> – Assistant Coach	7.200%	60%	June	\$3,101	\$3,333	\$3,583	\$3,852	\$4,141
Track – Boys – 7 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,359	\$3,611	\$3,882	\$4,173	\$4,486
Track – Boys – 7 <sup>th</sup> – Assistant Coach	7.200%	60%	June	\$3,101	\$3,333	\$3,583	\$3,852	\$4,141

2019-2020 School Year Base Salary		643,066.0	0		YEARS O	F EXPEI	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3 – 5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	Π	Ш	IV	V
Track – Girls – Head Coach	12.000%		June	\$5,168	\$5,556	\$5,972	\$6,420	\$6,902
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,876	\$4,167	\$4,479	\$4,815	\$5,176
Track – Girls – 8 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,359	\$3,611	\$3,882	\$4,173	\$4,486
Track – Girls – 8 <sup>th</sup> – Assistant Coach	7.200%	60%	June	\$3,101	\$3,333	\$3,583	\$3,852	\$4,141
Track – Girls – 7 <sup>th</sup> – Head Coach	7.800%		June	\$3,359	\$3,611	\$3,882	\$4,173	\$4,486
Track – Girls – 7 <sup>th</sup> – Assistant Coach	7.200%		June	\$3,101	\$3,333	\$3,583	\$3,852	\$4,141
Variety Show Director	2.000%		June	\$861	\$926	\$995	\$1,070	\$1,150
Video Announcements	4.500%		NMJ	\$1,938	\$2,083	\$2,240	\$2,408	\$2,588
Volleyball – Girls Head Coach	13.500%		November	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Volleyball – Girls Assistant Coach	10.125%	75%	November	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Volleyball – Girls J.V. Coach	10.125%	75%	November	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Volleyball – Girls 9 <sup>th</sup> – Head Coach	9.450%	70%	November	\$4,070	\$4,375	\$4,703	\$5,056	\$5,435
Volleyball – Girls 8 <sup>th</sup> – Head Coach	8.775%	65%	November	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Volleyball – Girls – 7 <sup>th</sup> – Head Coach	2.000%		November	\$861	\$926	\$995	\$1,070	\$1,150
Volleyball – Boys – Club	8.775%		June	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Washington, D.C. Coordinator	5.500%		March	\$2,369	\$2,546	\$2,737	\$2,943	\$3,163
Wrestling – Head Coach	13.500%		March	\$5,814	\$6,250	\$6,719	\$7,223	\$7,764
Wrestling – Assistant Coach	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Wrestling – J.V. Coach	10.125%	75%	March	\$4,360	\$4,687	\$5,039	\$5,417	\$5,823
Wrestling – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$4,070	\$4,375	\$4,703	\$5,056	\$5,435
Wrestling – 8th – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Wrestling – 8th – Assistant Coach	8.100%	60%	March	\$3,488	\$3,750	\$4,031	\$4,334	\$4,659
Wrestling – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,779	\$4,062	\$4,367	\$4,695	\$5,047
Wrestling – 7 <sup>th</sup> – Assistant Coach	8.100%	60%	March	\$3,488	\$3,750	\$4,031	\$4,334	\$4,659
Wrestling Tournament Director	5.500%		March	\$2,369	\$2,546	\$2,737	\$2,943	\$3,163
Youth and Government	3.000%		March	\$1,292	\$1,389	\$1,493	\$1,605	\$1,725

§If maintaining supplemental contract for current classification.\*Paid .0006 of the BA base salary per hour for outside activities.

#### BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT EXTRACURRICULAR "GRANDFATHERED" SALARY SCHEDULE FOR THE DURATION OF THE AGREEMENT (JULY 1, 2016 - JUNE 30, 2021)<sup>§</sup>

2020-2021 School Year Base Salary		643,927.0	0	Y	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	II	III	IV	V
Academic Challenge	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Annual Advisor – H.S.	6.500%		NMJ	\$2,855	\$3,069	\$3,300	\$3,547	\$3,813
Annual Advisor – M.S.	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Athletic Director – M.S.	13.000%		NMJ	\$5,711	\$6,139	\$6,599	\$7,094	\$7,626
Art Club – H.S.	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Art Club – M.S.	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Band - Director	16.000%		November	\$7,028	\$7,555	\$8,122	\$8,731	\$9,386
Band - Associate Director	12.000%	75%	November	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Band - Assistant Director	6.000%	50%	November	\$2,636	\$2,833	\$3,046	\$3,274	\$3,520
Baseball – Head Coach	12.000%		June	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Baseball – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Baseball – J.V.	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Baseball – 9 <sup>th</sup> – Head Coach	8.400%	70%	June	\$3,690	\$3,967	\$4,264	\$4,584	\$4,928
Basketball – Boys – Head Coach	13.500%		March	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Basketball – Boys – Assistant Coach	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Basketball – Boys – J.V.	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Basketball – Boys – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$4,151	\$4,462	\$4,797	\$5,157	\$5,544
Basketball – Boys – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Boys – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Boys – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Boys – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Girls – Head Coach	13.500%		March	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Basketball – Girls – Assistant Coach	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Basketball – Girls – J.V.	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Basketball – Girls – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$4,151	\$4,462	\$4,797	\$5,157	\$5,544
Basketball – Girls – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Girls – 8 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Girls – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Basketball – Girls – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Biology Club	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Bowling	2.000%		March	\$879	\$944	\$1,015	\$1,091	\$1,173
Builder's Club – M.S.	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Cheerleader Coach – Fall	9.000%		November	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280

2020-2021 School Year Base Salary	5	\$43,927.0	0	Y	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	II	III	IV	V
Cheerleader Coach – Winter	9.000%		March	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Cheerleader Coach – 9th Grade – Fall	4.500%		November	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Cheerleader Coach – 9 <sup>th</sup> – Winter	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Cheerleader Coach – 7 <sup>th</sup> /8 <sup>th</sup> Fall	4.500%		November	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Cheerleader Coach – 7 <sup>th</sup> /8 <sup>th</sup> Winter	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Cheerleading Competition Coordinator	2.000%		March	\$879	\$944	\$1,015	\$1,091	\$1,173
Chinese Club	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Choral Director	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Choral Director – 5 <sup>th</sup> Grade	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Commencement Coordinator	2.000%		June	\$879	\$944	\$1,015	\$1,091	\$1,173
Communications Club	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Cross Country – Boys & Girls	11.500%		November	\$5,052	\$5,430	\$5,838	\$6,276	\$6,746
Cross Country – Asst. Coach	8.625%	75%	November	\$3,789	\$4,073	\$4,378	\$4,707	\$5,060
Cross Country – 8th Head Coach	7.475%	65%	November	\$3,284	\$3,530	\$3,795	\$4,079	\$4,385
Cross Country – 8 <sup>th</sup> – Asst. Coach	7.200%		November	\$3,163	\$3,400	\$3,655	\$3,929	\$4,224
Cross Country – 7 <sup>th</sup> – Head Coach	7.475%	65%	November	\$3,284	\$3,530	\$3,795	\$4,079	\$4,385
Cross Country – 7th – Asst. Coach	7.200%		November	\$3,163	\$3,400	\$3,655	\$3,929	\$4,224
Dance Team – 8 <sup>th</sup> – M.S.	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Dance Team – 7 <sup>th</sup> – M.S.	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Drama Club	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Faculty Manager – Boys	16.000%		NMJ	\$7,028	\$7,555	\$8,122	\$8,731	\$9,386
Faculty Manager – Girls	16.000%		NMJ	\$7,028	\$7,555	\$8,122	\$8,731	\$9,386
Faculty Manager – M.S.	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Fall Play Director	5.500%		November	\$2,416	\$2,597	\$2,792	\$3,001	\$3,226
Fall Play – Assistant	4.125%	75%	November	\$1,812	\$1,948	\$2,094	\$2,251	\$2,420
Flag Line Advisor	5.500%		November	\$2,416	\$2,597	\$2,792	\$3,001	\$3,226
Football – Head Coach	15.500%		November	\$6,809	\$7,319	\$7,868	\$8,458	\$9,093
Football – Assistant Coach	11.625%	75%	November	\$5,107	\$5,490	\$5,901	\$6,344	\$6,820
Football – Assistant Coach	11.625%	75%	November	\$5,107	\$5,490	\$5,901	\$6,344	\$6,820
Football – Assistant Coach	11.625%	75%	November	\$5,107	\$5,490	\$5,901	\$6,344	\$6,820
Football – Assistant Coach	11.625%	75%	November	\$5,107	\$5,490	\$5,901	\$6,344	\$6,820
Football – Assistant Coach	11.625%	75%	November	\$5,107	\$5,490	\$5,901	\$6,344	\$6,820
Football – 9 <sup>th</sup> – Head Coach	10.850%	70%	November	\$4,766	\$5,124	\$5,508	\$5,921	\$6,365
Football – 9th – Assistant Coach	10.075%	65%	November	\$4,426	\$4,758	\$5,114	\$5,498	\$5,910
Football – 9th – Assistant Coach	10.075%	65%	November	\$4,426	\$4,758	\$5,114	\$5,498	\$5,910
Football – 8 <sup>th</sup> – Head Coach	10.075%	65%	November	\$4,426	\$4,758	\$5,114	\$5,498	\$5,910

2020-2021 School Year Base Salary	5	\$43,927.0	0	Ŋ	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1-2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	II	III	IV	V
Football – 8 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$4,085	\$4,392	\$4,721	\$5,075	\$5,456
Football – 8 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$4,085	\$4,392	\$4,721	\$5,075	\$5,456
Football – 7 <sup>th</sup> – Head Coach	10.075%	65%	November	\$4,426	\$4,758	\$5,114	\$5,498	\$5,910
Football – 7 <sup>th</sup> – Assistant Coach	9.300%	60%	November	\$4,085	\$4,392	\$4,721	\$5,075	\$5,456
German Club	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Golf – Boys – Head Coach	9.500%		November	\$4,173	\$4,486	\$4,822	\$5,184	\$5,573
Golf – Boys – Assistant Coach	7.125%	75%	November	\$3,130	\$3,365	\$3,617	\$3,888	\$4,180
Golf – Girls – Head Coach	9.500%		November	\$4,173	\$4,486	\$4,822	\$5,184	\$5,573
Gymnastics – Girls – Head Coach	12.000%		March	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Gymnastics – Girls – Asst. Coach	9.000%	75%	March	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Hockey – Head Coach	12.000%		March	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Hockey – Varsity Assistant	6.000%	50%	March	\$2,636	\$2,833	\$3,046	\$3,274	\$3,520
Hockey – J.V.	6.000%	50%	March	\$2,636	\$2,833	\$3,046	\$3,274	\$3,520
Honeybees (Pom Pom) Advisor	5.000%		March	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Honeycomb Advisor	3.500%		NMJ	\$1,537	\$1,653	\$1,777	\$1,910	\$2,053
Huddle Jr. – M.S.	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Hy-Breeze Advisor	6.500%		NMJ	\$2,855	\$3,069	\$3,300	\$3,547	\$3,813
International Club – H.S.	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Intramurals – Boys – H.S.	3.500%		NMJ	\$1,537	\$1,653	\$1,777	\$1,910	\$2,053
Intramurals – Girls – H.S.	3.500%		NMJ	\$1,537	\$1,653	\$1,777	\$1,910	\$2,053
Intramurals – Central	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Intramurals – M.S.	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Jazz Band – M.S.	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Junior Class Advisor	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Key Club	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Lacrosse Club	2.000%		June	\$879	\$944	\$1,015	\$1,091	\$1,173
Lacrosse – Boys – Head Coach	12.000%		June	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Lacrosse – Girls – Head Coach	12.000%		June	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Lacrosse – Boys – J.V. Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Lacrosse – Girls – J.V. Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Lacrosse – Boys 9th – Coach	8.400%	70%	June	\$3,690	\$3,967	\$4,264	\$4,584	\$4,928
Lacrosse – Girls 9th – Coach	8.400%	70%	June	\$3,690	\$3,967	\$4,264	\$4,584	\$4,928
Literary Magazine – H.S.	3.000%		June	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Literary Magazine – M.S.	2.000%		June	\$879	\$944	\$1,015	\$1,091	\$1,173
Math Club (H.S.)	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Math Counts	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640

2020-2021 School Year Base Salary		\$43,927.0	0	, N	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	II	III	IV	V
Mock Trial	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Model United Nations – H.S.	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Model United Nations – M.S.	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
National Honor Society	6.500%		NMJ	\$2,855	\$3,069	\$3,300	\$3,547	\$3,813
Pep Band – H.S.	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Percussion (Drum Line)	10.400%	65%	March/June	\$4,568	\$4,911	\$5,279	\$5,675	\$6,101
Play Set Design/Construction (Fall)	3.250%		November	\$1,428	\$1,535	\$1,650	\$1,774	\$1,907
Play Set Design/Construction (Winter)	3.250%		March	\$1,428	\$1,535	\$1,650	\$1,774	\$1,907
Power of the Pen	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Prom Advisor	2.000%		June	\$879	\$944	\$1,015	\$1,091	\$1,173
Robotics Club – H.S.	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Robotics Club – M.S.	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
SADD	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Safe Club – H.S.	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Safety Patrol – Chippewa	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Safety Patrol – Highland	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Safety Patrol – Hilton	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Safety Patrol – Central	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Science Olympiad – H.S.	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Science Olympiad – M.S.	4.500%		March	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Senior Class Advisor	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Show Choir Director	6.500%		NMJ	\$2,855	\$3,069	\$3,300	\$3,547	\$3,813
Show Choir Choreographer	4.875%		NMJ	\$2,141	\$2,302	\$2,475	\$2,660	\$2,860
Ski Club	2.000%		March	\$879	\$944	\$1,015	\$1,091	\$1,173
Soccer – Boys – Head Coach	13.500%		November	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Soccer – Boys – Assistant Coach	10.125%	75%	November	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Soccer – Boys – J.V. Coach	10.125%	75%	November	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Soccer – Boys – 9 <sup>th</sup> – Coach	9.450%	70%	November	\$4,151	\$4,462	\$4,797	\$5,157	\$5,544
Soccer – Girls – Head Coach	13.500%		November	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Soccer – Girls – Assistant Coach	10.125%	75%	November	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Soccer – Girls – J.V. Coach	10.125%	75%	November	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Soccer – Girls – 9 <sup>th</sup> Grade Coach	9.450%	70%	November	\$4,151	\$4,462	\$4,797	\$5,157	\$5,544
Softball – Head Coach	12.000%		June	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Softball – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Softball – J.V. Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Softball – 9 <sup>th</sup> – Coach	8.400%	70%	June	\$3,690	\$3,967	\$4,264	\$4,584	\$4,928

2020-2021 School Year Base Salary	5	\$43,927.0	0	Y	EARS O	F EXPE	RIENCE	
				FIXED RATE				
	% of	% of	Pay Month	1-2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	I	II	III	IV	V
Spanish Club	2.000%		NMJ	\$879	\$944	\$1,015	\$1,091	\$1,173
Spring Play Director	7.000%		June	\$3,075	\$3,306	\$3,553	\$3,820	\$4,106
Spring Play – Assistant Director	5.250%	75%	June	\$2,306	\$2,479	\$2,665	\$2,865	\$3,080
Spring Play – Asst. Choral Director	4.200%	60%	June	\$1,845	\$1,983	\$2,132	\$2,292	\$2,464
Spring Play – Asst. Choreography	4.200%	60%	June	\$1,845	\$1,983	\$2,132	\$2,292	\$2,464
Spring Play – Asst. Music Director	4.200%	60%	June	\$1,845	\$1,983	\$2,132	\$2,292	\$2,464
Stage Manager*	7.000%		NMJ	\$3,075	\$3,306	\$3,553	\$3,820	\$4,106
Stage Manager – MS*	4.000%		NMJ	\$1,757	\$1,889	\$2,031	\$2,183	\$2,347
Strength Coach – Fall	3.000%		November	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Strength Coach – Winter	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Strength Coach – Spring	3.000%		June	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Strength Coach – Summer	3.000%		November	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Student Council – H.S.	5.500%		NMJ	\$2,416	\$2,597	\$2,792	\$3,001	\$3,226
Student Council – M.S.	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Student Council – Central	3.000%		NMJ	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760
Swim Team – Head Coach	13.500%		March	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Swim Team – Assistant Coach	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Swim Team – Assistant Coach	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Technology Coordinator – Chippewa	5.000%		NMJ	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Technology Coordinator – Highland	5.000%		NMJ	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Technology Coordinator – Hilton	5.000%		NMJ	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Technology Coordinator – Central	5.000%		NMJ	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Technology Coordinator – MS	5.000%		NMJ	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Technology Coordinator – HS	5.000%		NMJ	\$2,196	\$2,361	\$2,538	\$2,729	\$2,933
Tennis – Boys – Head Coach	9.500%		June	\$4,173	\$4,486	\$4,822	\$5,184	\$5,573
Tennis – Boys – Assistant Coach	7.125%	75%	June	\$3,130	\$3,365	\$3,617	\$3,888	\$4,180
Tennis – Girls – Head Coach	9.500%		November	\$4,173	\$4,486	\$4,822	\$5,184	\$5,573
Tennis Girls – Assistant Coach	7.125%	75%	November	\$3,130	\$3,365	\$3,617	\$3,888	\$4,180
Track – Boys – Head Coach	12.000%		June	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Track – Boys – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Track – Boys – 8 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,426	\$3,683	\$3,960	\$4,256	\$4,576
Track – Boys – 8 <sup>th</sup> – Assistant Coach	7.200%	60%	June	\$3,163	\$3,400	\$3,655	\$3,929	\$4,224
Track – Boys – 7 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,426	\$3,683	\$3,960	\$4,256	\$4,576
Track – Boys – 7 <sup>th</sup> – Assistant Coach	7.200%	60%	June	\$3,163	\$3,400	\$3,655	\$3,929	\$4,224

2020-2021 School Year Base Salary	\$43,927.00			YEARS OF EXPERIENCE				
				FIXED RATE				
	% of	% of	Pay Month	1 – 2	3-5	6 - 8	9 - 11	12 +
	Base	Head	1 <sup>st</sup> Pay	Ι	П	Ш	IV	V
Track – Girls – Head Coach	12.000%		June	\$5,271	\$5,667	\$6,092	\$6,548	\$7,040
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Track – Girls – Assistant Coach	9.000%	75%	June	\$3,953	\$4,250	\$4,569	\$4,911	\$5,280
Track – Girls – 8 <sup>th</sup> – Head Coach	7.800%	65%	June	\$3,426	\$3,683	\$3,960	\$4,256	\$4,576
Track – Girls – 8th – Assistant Coach	7.200%	60%	June	\$3,163	\$3,400	\$3,655	\$3,929	\$4,224
Track – Girls – 7 <sup>th</sup> – Head Coach	7.800%		June	\$3,426	\$3,683	\$3,960	\$4,256	\$4,576
Track – Girls – 7 <sup>th</sup> – Assistant Coach	7.200%		June	\$3,163	\$3,400	\$3,655	\$3,929	\$4,224
Variety Show Director	2.000%		June	\$879	\$944	\$1,015	\$1,091	\$1,173
Video Announcements	4.500%		NMJ	\$1,977	\$2,125	\$2,284	\$2,456	\$2,640
Volleyball – Girls Head Coach	13.500%		November	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Volleyball – Girls Assistant Coach	10.125%	75%	November	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Volleyball – Girls J.V. Coach	10.125%	75%	November	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Volleyball – Girls 9 <sup>th</sup> – Head Coach	9.450%	70%	November	\$4,151	\$4,462	\$4,797	\$5,157	\$5,544
Volleyball – Girls 8 <sup>th</sup> – Head Coach	8.775%	65%	November	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Volleyball – Girls – 7 <sup>th</sup> – Head Coach	2.000%		November	\$879	\$944	\$1,015	\$1,091	\$1,173
Volleyball – Boys – Club	8.775%		June	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Washington, D.C. Coordinator	5.500%		March	\$2,416	\$2,597	\$2,792	\$3,001	\$3,226
Wrestling – Head Coach	13.500%		March	\$5,930	\$6,375	\$6,853	\$7,367	\$7,920
Wrestling – Assistant Coach	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Wrestling – J.V. Coach	10.125%	75%	March	\$4,448	\$4,781	\$5,140	\$5,525	\$5,940
Wrestling – 9 <sup>th</sup> – Head Coach	9.450%	70%	March	\$4,151	\$4,462	\$4,797	\$5,157	\$5,544
Wrestling – 8th – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Wrestling – 8 <sup>th</sup> – Assistant Coach	8.100%	60%	March	\$3,558	\$3,825	\$4,112	\$4,420	\$4,752
Wrestling – 7 <sup>th</sup> – Head Coach	8.775%	65%	March	\$3,855	\$4,144	\$4,454	\$4,789	\$5,148
Wrestling – 7 <sup>th</sup> – Assistant Coach	8.100%	60%	March	\$3,558	\$3,825	\$4,112	\$4,420	\$4,752
Wrestling Tournament Director	5.500%		March	\$2,416	\$2,597	\$2,792	\$3,001	\$3,226
Youth and Government	3.000%		March	\$1,318	\$1,417	\$1,523	\$1,637	\$1,760

§If maintaining supplemental contract for current classification.\*Paid .0006 of the BA base salary per hour for outside activities.

## **SECTION 34 – FRINGE BENEFITS**

### A. <u>Hospitalization and Medical</u>

The Board shall provide hospitalization and medical insurance coverage in the Consortium Plan 1(A) (see attached) for all teachers working thirty (30) hours or more per week. [Teachers working less than thirty (30) hours per week but more than fifteen (15) hours per week shall have their hospitalization and major medical coverage paid on a pro rata basis should they elect to enroll.] The lifetime maximum shall be unlimited. Each teacher enrolled in the hospital and medical plan shall have, on a monthly basis, fifteen percent (15%) of the monthly insurance premium deducted from his/her paychecks (using the Section 125 Plan). The insurance changes shall be effective on November 1, 2012.

### B. <u>Life Insurance and AD&D Coverage</u>

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

### C. <u>Dental Plan</u>

The Board shall provide a Dental Plan comparable to Oasis Trust Dental Plan #B2897 with \$1,500 annual maximum, \$1,000 lifetime maximum for orthodontics per person, individual deductibility - \$25, and family deductibility - \$50 for all teachers working thirty (30) or more hours per week. [Teachers working less than thirty (30) hours per week but more than fifteen (15) hours per week shall have dental and prescription coverage paid on a pro rata basis if they elect to enroll.] The Board will pay up to eighty-five percent (85%) of the dental premium.

### D. <u>Prescription Drug Plan</u>

The Board shall provide a prescription drug plan comparable to Medical Mutual of Ohio Prescription Drug Plan – with a \$5 (generic) / \$10 (name brand formulary drug) / \$18 (name brand non-formulary drug) co-pay or 10/20/36 mail order co-pay. The Board will pay up to 85% of the prescription drug premium.

### E. <u>Statement Verification</u>

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

### F. <u>Spousal Enrollment</u>

- 1. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).
- 2. This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
- 3. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits, and the coverage sponsored by the Board of Education will become the secondary payor of benefits.
- 4. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.
- 5. Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form buy the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.
- 6. If the employee submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

### 7. <u>Reimbursement of Spousal Premium</u>

For employee spouses who are enrolled in their employer's insurance plan, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and prescription drug medical coverage. Such reimbursement shall be tax-free. Requests for reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Treasurer's office.

#### G. <u>Other Insurance</u>

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

#### H. Insurance Study Committee

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

### I. <u>Payment in Lieu of Insurance Coverage</u>

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

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

### J. <u>Minimum Value Plan</u>

A minimum value insurance plan is offered in compliance with the Affordable Care Act.

## **SECTION 35 – SEVERANCE PAY**

#### A. <u>Amount</u>

Teachers who elect to retire under the requirements of S.T.R.S., shall be paid a lump sum equal to twenty-eight percent (28%) of the value of accrued but unused sick leave days to a maximum of eighty-two (82) days (less any amount that is payable under the 401(a) Plan and/or 403(b) Plan described in Section 33 for eligible teachers). Effective January 1, 2011 the maximum will increase to 88 days. Additionally, teachers, at their election shall receive \$1,000 (1) as a lump sum payment in their final paycheck, or (2) in the form of a tax-sheltered annuity. If a teacher completes the school year but retires before August 31<sup>st</sup>, he/she shall be credited with additional sick leave equal to the difference between fifteen (15) days and the days accrued from September 1<sup>st</sup> of the previous calendar year.

#### B. <u>Basis of Payment</u>

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

### C. <u>Receipt of Severance Pay</u>

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

### D. <u>Payment to Spouse/Estate in Case of Death</u>

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

### E. <u>Re-Hired Teacher</u>

If a teacher has retired into a teacher retirement system and, after such retirement, is hired by the Board, he/she shall receive severance pay upon resigning from the District. Said teacher shall be paid a lump sum equal to twenty-eight percent (28%) of the value of accrued but unused sick leave days to a maximum of eighty-eight (88) days [less any amount that is payable under the 401(a) Plan and 403(b) Plan described in Section 33 for eligible teachers]. The number of unused sick leave days to be used in this calculation are those sick leave days accrued in the District after the teacher retired and then was hired by the District. If a teacher completes the school year but resigns before August 31<sup>st</sup>, he/she shall be credited with additional sick leave to the difference between fifteen (15) days and the days accrued from September 1<sup>st</sup> the previous calendar year. Severance payments under this paragraph are subject to paragraphs B, C, and D above.

# **SECTION 36 – PAYROLL PRACTICES**

## A. <u>Payroll Deductions</u>

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

## B. <u>S.T.R.S. Pick-up of Retirement Contribution</u>

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

### C. <u>Payroll Deductions for B.E.A./U.E.P. Dues</u>

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

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

## D. <u>Payroll Deductions for the OEA Fund for Children and Public Education (formerly</u> <u>EPAC)</u>

- 1. Members may elect to contribute through payroll deductions to political organizations and parties and non-partisan issues in accordance with Ohio Revised Code.
- 2. FCPE deductions shall be in twelve (12) essentially equal installments and shall begin with the first pay in March. The B.E.A. shall provide to the Board Treasurer by February 10<sup>th</sup> the authorization forms.

3. Any member may opt to have continuing deductions for the Fund for Children and Public Education. The continuing deduction authorization shall be given to the Board Treasurer through the B.E.A. by February 10<sup>th</sup> and the member shall have essentially equal installments deducted the first pay of every month until the member either rescinds his/her continuing FCPE deduction authorization or is no longer employed by the school district. The amount of the essentially equal installments may be changed annually by the member through the B.E.A. and said change shall be given to the Board Treasurer by February 10<sup>th</sup>.

## E. <u>Payday</u>

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

## F. <u>Resignation</u>

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

### G. <u>Ohio Deferred Compensation Plan</u>

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

### H. <u>Section 125 Plan ("Cafeteria Plan")</u>

- 1. The Board shall establish, a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the B.E.A.), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Section 34 J) provisions of this Agreement shall be made through the Cafeteria Plan.
- 2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period which must be completed at least ten (10) business days before the beginning of the plan year (October 1<sup>st</sup> through September 30<sup>th</sup>). Any teacher employed after September 15<sup>th</sup> may enroll in the Section 125 Plan using the same timelines as enrolling for insurance coverage and, for the first year of employment, the Section 125 Plan year shall be from the first (1<sup>st</sup>) of the month after enrollment through September 30<sup>th</sup>. The enrollment in the Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 3.c. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

## 3. <u>Dependent Care FSA</u>

a. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

- b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- c. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.
- 4. <u>Health Care FSA</u>
  - a. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$4,000 (exclusive of teacher contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
  - b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.
- 5. <u>Forfeiture of Unused Allocations</u>

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

### 6. <u>Administrative Fees</u>

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

### SECTION 37 – INTRA-DISTRICT OPEN ENROLLMENT

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

### SECTION 38 - CONTRARY TO LAW

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

### **SECTION 39 – NON-DISCRIMINATION**

The Board and the Association agree that there will be no discrimination or preference with respect to hiring, compensation, terms, conditions or privileges of employment based on age, race, creed, color, religion, national origin, gender, disability, veteran status, membership or non-membership in the Association or based on genetic information. Nor will there be retaliation against an employee for engaging in protected activity with respect to complaints or participation in an investigation of any claim of discrimination in violation of this section.

### **SECTION 40 – SCOPE**

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

# SECTION 41 – NO REPRISAL

- A. There shall be no reprisals of any kind against any student, parent, community member, the OEA, the BEA, or members of the bargaining unit, by the Board of Education or Administration because of support for, or participation in, strike-threat activities during the negotiations process.
- B. There shall be no reprisals by the BEA or OEA, its members or members of the bargaining unit, against the Board of Education, Board Members, Administration, students, teachers, parents, or community members who attended school, worked, and/or supported the Board of Education during the negotiations process.

# **SECTION 42 – TERM OF AGREEMENT**

Unless otherwise specified herein, this Agreement shall be effective from July 1, 2016, and remain in full force and effect through June 30, 2021.

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

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

FOR THE BOARD:	FOR THE ASSOCIATION:
Kathleen Mack, Board President	Bonnie Monteleone, President, BEA
Michael Ziegler, Board Vice President	Tad Colbeck, (OEA/NEA)
Joelle Magyar, Superintendent	Terry Alai, Negotiating Team Member
Brian Wycuff, Director of Human Resources	Cathy McKelvey, Negotiating Team Member
Richard Berdine, Treasurer	Nancy Nolan, Negotiating Team Member
Todd Rings, Assistant Principal	Denise Schwertle, Negotiating Team Member

Maria Schneider, Negotiating Team Member

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Nancy Nolan, Negotiating Team Member

Denise Schwertle, Negotiating Team Member

Maria Schneider, Negotiating Team Member

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# COMPLAINT BY THE AGGRIEVED

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

Aggrieved Party\_\_\_\_\_

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

School(s)\_\_\_\_\_

Grade/Subject Area\_\_\_\_\_

Date and place grievance occurred\_\_\_\_\_

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

Action Requested

Signature of Aggrieved Party\_\_\_\_\_

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

TO: All Certificated/Licensed Personnel

FROM:

Principal

SUBJECT: Staff Survey and Transfer Requests for 20 \_\_\_\_ School Year

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

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

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

Please complete the form and return it to the Superintendent/designee no later than Friday, \_\_\_\_\_\_, 20\_\_\_\_.

TEACHER'S NAME: \_\_\_\_\_Building\_\_\_\_\_

Please check the appropriate statement:

 I plan to continue as a staff member during the 20 school year.
 I do not plan to continue as a staff member during the 20 school year. (This response will not be considered a resignation.)
 My plans for the 20 school year are not definite at this time.
 I would like to request a transfer for the 20 school year to: area, position, grade level, and/or building:
 I would like to be considered for any vacancy that occurs in the following areas:
 I have not taught in area for five years and will be filing a notice with the ODE that I will be dropping my license effective July 1, 20

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# APPLICATION TO USE SICK LEAVE POOL

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

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

I will need days from the sick leave pool because \_\_\_\_\_

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

Signature and Date

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

Number of Sick Leave Pool days approved \_\_\_\_\_

Superintendent Signature and Date

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# SICK LEAVE DONATION FORM

I, \_\_\_\_\_, wish to donate \_\_\_\_\_ day(s) of sick leave

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

Signature and Date

This form should be sent directly to the Board Treasurer.

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# NOTIFICATION OF USE OF SICK LEAVE

Donating Teacher's Name

The \_\_\_\_\_ day(s) of sick leave that you donated to \_\_\_\_\_ has

been used and will be deducted from your accumulated sick leave.

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

Signature of Board Treasurer Date

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

### NOTIFICATION OF PERSONAL LEAVE USE

Date of Form Submission			
	Month	Day	Year
Date of Personal Leave Use			
	Month	Day	Year
A.M		P.M	
All Day		Other	

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

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

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

Teacher's Signature	Date
Principal's Acknowledgement	Date
Director of Human Resource's Acknowledgment	Date

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# REQUEST FOR PERSONAL LEAVE DURING RESTRICTED TIMES

Date of Application			
	Month	Day	Year
Date of Request			
	Month	Day	Year
A.M		P.M	
All Day		Other	

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

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

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

Sate the reason for the personal leave request:	Sate the reason	for the personal	leave request:	
---	-----------------	------------------	----------------	--

Teacher's Signature	Date
Principal's Acknowledgement	Date
Director of Human Resource's Approval	Date

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# PERSONAL LEAVE FORM

Name (print) S

School Building\_\_\_\_\_

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

# Personal Leave Incentive OR Conversion of Personal Leave to Sick Leave

Complete <u>one</u> of the following:

# A. <u>Personal Leave Conversion to Sick Leave</u>

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

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

# - OR-

# B. <u>Personal Leave Cash Incentive</u>

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

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

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

# - OR –

# C. <u>Personal Leave Carryover</u>

I want to carryover one personal day to next year.

Date

Signature

### HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

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

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

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to

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

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# PROGRESSIVE DISCIPLINE – VERBAL REPRIMAND RECORD

On \_\_\_\_\_, I verbally reprimanded \_\_\_\_\_ Teacher's Name at \_\_\_\_\_\_ regarding the following concern (problem) School

Principal

Teacher

B.E.A. Representative (if applicable)

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

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

### BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

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

		is being provided this	s written notice prior t	io a
	Name of Employee		Ĩ	
Step	hearing based on the follow	ing facts/concerns:		
We antic	cipate the following individuals	will be in attendance at the	hearing:	
Step	hearing will be held on		, at	_,m.,
		Date	Time	
at	Location			
Adminis	strator	Employee*		

Date Employee Received Notice

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

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

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

## BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# SUMMARY OF EVALUATION DOCUMENTS

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

EVALUATION Folder	
DOCUMENTS Goal-Setting Report (Attachment 14)	
Improvement Plan (Attachment 15)	
Pre-Observation Form (Attachment 13	
FOLDERS	SUBFOLDER
by Teaching Assignment	With documents
Media Specialist Folder	Media Specialist Evaluation Report (Attachment 16-C) Media Specialist Observation Form (Attachment 16-B) Media Specialist Rubric (Attachment 16-A) Multipurpose Praxis Guide
School Psychologist Folder	School Psychologist Evaluation Report (Attachment 17) School Psychologist Observation Form (Attachment 17) School Psychologist Rubric (Attachment 17)* Multipurpose Praxis Guide
Speech and Language Pathologist (SLP) Folder	Speech & Language Pathologist Evaluation Report(Attachment 18-C)Speech & Language Pathologist Observation Form(Attachment 18-B)Speech & Language Pathologist Rubric (Attachment 18-A)Multipurpose Praxis Guide

\* Also included in the published contract.

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

### PRE-OBSERVATION FORM

Teacher:	Evaluator:
Grade/Subject/Assignment:	Observation Date/Time:

#### **Directions:**

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

### BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

#### **GOAL-SETTING REPORT**

Teacher:	Evaluator:
Grade/Subject/Assignment:	Building/Date:
School Year:	Contract: 2 <sup>nd</sup> /3 year or Continuing

Circle one

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

**A. GOAL:** Give a brief description of the goal you are setting. (You may include the Praxis domain(s) it will impact which may be found in the appropriate rubric on the staff "T" drive.)

[insert text, expand as needed]

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

Evaluator's Acknowledgement by October 15<sup>th</sup>

C. SELF-EVALUATION OF GOAL ACHIEVEMENT: Describe in <u>detail</u> the results of the achievement of your goal.

[insert text, expand as needed]

Teacher's Signature\_

Date

Distribution:

Teacher Education Center

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

#### **IMPROVEMENT PLAN REPORT**

Teacher:	Evaluator:
Grade/Subject/Assignment:	Building:
School Year:	Contract:
Date of Conference:	

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

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

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

C. DOCU	MENTATION OF	<b>RESULTS:</b>	Docum	nent	dates,	activities	and	results	for
improvement	(s).								
DATE	AC	TIVITY				RESUL	TS		
	[insert text, e:	cpand as needed]							

D. **COMMENTS:** Were the improvement goals met?

[insert text, expand as needed]

Evaluator's Signature\_\_\_\_\_ Teacher's Signature\_\_\_\_\_ Date\_\_\_\_\_ Date\_\_\_\_\_

Distribution:

Teacher Education Center

### MEDIA SPECIALIST RUBRIC

# DOMAIN A: PROGRAM ADMINISTRATION AND MANAGEMENT

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Policies and Procedures	• SLMS/TL is not completely familiar	• SLMS/TL is familiar with all board	• SLMS/TL regularly reviews all board-adopted
	with board adopted policies regarding	adopted policies regarding materials	policies regarding materials selection,
	materials selection, challenges,	selection, challenge, acceptable use,	challenges, acceptable use, and including of
	acceptable use, and including of	inclusion of controversial materials.	controversial materials. Librarian actively
	controversial materials. Librarian has	SLMS/TL follows legal guidelines in	solicits staff input in development and revision
	insufficient knowledge of legal	regard to these policies.	of such policies. Librarian is aware of and
	guidelines in regard to these policies.		closely follows and interprets legal guidelines
			regarding such issues.

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Routines and	• SLMS/TL does not establish	• SLMS/TL establishes and uses	• SLMS/TL establishes and uses effective
procedures for effective	procedures and routines that	effective routines and procedures for	routines and procedures that incorporate
environment	effectively manage student groups,	managing student groups, library	managing student groups, library materials,
	library materials, and/or equipment.	materials, and/or equipment that create a	and/or equipment. The environment stimulates
	The environment of the media center	productive and welcoming atmosphere.	and supports productive and focused learning.
	does not foster and support productive		
	and focused learning.		

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Student interactions and	• SLMS/TL's interactions with	• SLMS/TL's interactions with students	SLMS/TL's interactions with all students
behavioral expectations	students are generally appropriate but	demonstrate respect. Interactions are	demonstrate a positive, caring rapport and
	at times negative. Behavioral	inclusive and appropriate. Behavioral	mutual respect. Interactions are inclusive and
	expectations and rules for conduct are	expectations and rules for conduct are	appropriate. Behavioral expectations and rules
	not clearly communicated.	communicated and published for	for conduct are clearly articulated and published
		students.	in the student handbook.

# MEDIA SPECIALIST RUBRIC

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Circulation and	• SLMS/TL does not maintain or	SLMS/TL organizes circulation	• Librarian organizes circulation records and
maintenance of	organize circulation records.	records and procedures in compliance	procedures in compliance with school policy.
materials/equipment	Librarian is not proficient at utilizing	with school policy. Librarian utilizes	Librarian expertly utilizes all features of current
	all the features of the current library	most features of current library	library automation/circulation software.
	automation software system. The	automation/circulation software.	Materials and equipment are inventoried and
	collection of materials is not regularly	Materials and equipment are inventoried	weeded on a regular basis. A procedure for
	inventoried or weeded. Equipment	and weeded occasionally. Equipment	timely repair of equipment is utilized regularly.
	repair issues are not addressed.	repair is handled adequately.	

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Reports, budgets,	• SLMS/TL rarely or never prepares	• SLMS/TL sometimes prepares reports	• SLMS/TL complies with district and school
policies and circulation	reports for the principal and	for the principal and administration.	budget policies and consistently meets deadlines
	administration. District and building	District and building budget policies are	for spending. Allocation of library funds is
	budget procedures are not closely	followed adequately and spending	closely mapped to curricular needs. Librarian
	followed. Allocation of the library	deadlines are followed. Allocation of	prepares and disseminates clear and effective
	budget is not closely mapped to	the media budget is mapped in general to	reports for the principal and administration on a
	curricular needs. Deadlines for	curricular needs.	regular basis.
	spending are not followed		
	consistently.		

## MEDIA SPECIALIST RUBRIC

# DOMAIN B: COLLECTION DEVELOPMENT AND CURRICULAR SUPPORT

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Collection development	• SLMS/TL does not seek input from	• SLMS/TL seeks input from staff and	• SLMS/TL actively seeks input from faculty
	staff and students for collection	students for collection development	and students regarding resources to be purchased
	development purposes. SLMS/TL	purposes. SLMS/TL makes available a	for the collection. SLMS promotes and makes
	makes minimal effort to provide a	balance of resource types for students to	available a balanced collection of a variety of
	balanced resource collection.	use for research and other studies.	resource types that support the curriculum, foster
	SLMS/TL makes some effort to	SLMS/TL is aware of collection needs	life-long learning, and provide for personal
	provide for a current and relevant	0,	pursuits. SLMS maps collection to curriculum
	collection.	provide a current and relevant collection.	and continuously monitors and provides for a
			contemporary and relevant collection in each
			subject area.

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Access to information	• SLMS/TL does not effectively use	• SLMS/TL provides and maintains an	• SLMS/TL actively provides, maintains, and
	an online public access catalog	all inclusive online public access catalog	promotes an all inclusive online public access
	(OPAC) to make media resources	(OPAC) which is networked and	catalog (OPAC which is networked and
	available to staff and students. SLMS	accessible within and outside of the	accessible within and outside of the media
	does not make media center resource	media center. SMLS/TL makes all	center. SLMS/TL actively, effectively, and
	or media center services easily	Media Center resources accessible	continually promotes all Media Center resources
	accessible during and beyond the	within the school, the district, and the	and makes them optimally accessible within the
	school day. Interlibrary loan is not	community. Interlibrary loan is utilized	school, the district, and the community.
	facilitated within the district or with	within the district, the public and college	Interlibrary loan is actively utilized within the
	public and college library systems.	library systems. The media center is	district, the public and college library systems.
		accessible to students during the school	The media center ins openly accessible to
		day.	student as much as possible during and beyond
			the school day.

## MEDIA SPECIALIST RUBRIC

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

Elen	Elements Needs Improvement (1)		Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)	
Resources	for	easy	• Books and other media center	• Most resources are organized in a	• All resources are efficiently organized to	
access			resources are not organized effectively	manner to make them easily accessible	provide maximum access to staff and students.	
			and access to materials is	to students and staff members.	Attractive promotional displays and thematic	
			compromised. Promotional activities	Promotional displays and thematic	activities are arranged to market media center	
			and displays are seldom arranged. An	activities are regularly arranged. A shelf	materials. An accurate shelf list and inventory is	
			accurate shelf list and inventory is not	list and inventory is maintained.	continually maintained and evaluated.	
			maintained.			

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
	SLMS/TL does not regularly	• SLMS/TL communicates through a	• SLMS/TL communicates creatively and
mission	communicate to promote and inform	variety of venues to promote and inform	effectively through a variety of venues to
	the staff, students, and community of	the staff, students, and community of the	promote and inform the staff, students, and
	the Media Center's programs,	Media Center's programs, functions,	community of the Media Center's programs,
	functions, mission, and goals.	mission, and goals. SLMS/TL works to	functions, mission, and goals. SLMS/TL is an
	SLMS/TL is not an active advocate	advocate the resources and services of	active and positively vocal advocate of the
	the resources and services of the	the media center program	media center program.
	media center program.		

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Cataloguing and	• SLMS/TL classifies and catalogs all	• SLMS/TL classifies and catalogs all	• SLMS/TL classifies and catalogs all media
circulating materials	media center resources but is rarely	media center materials according to	center materials according to current standards
	consistent in using standard acceptable	current standards of the ALA guidelines	of the ALA guidelines and specifications of the
	methods. SLMS/TL does not keep	and current software in place. SLMS/TL	current software in place. The SLMS is a
	current with library automation	is proficient at utilization of current	proactive leader in utilization of library
	software modules. New materials are	library management/automation	management/automation software system.
	not processed in a timely fashion.	software system. Materials are	Materials are immediately available to be
		processed in a timely fashion.	accessed by staff and students.

### MEDIA SPECIALIST RUBRIC

### DOMAIN C: TEACHING FOR LEARNING

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

Elements	5	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Integration	of	• SLMS/TL does not acquire sufficient	• SLMS/TL acquires detailed	• SLMS/TL acquires extensive and detailed
information	across	information about the Academic	information about the Academic Content	information about the Academic Content
curricular areas				Standards for each curricular area and grade
		area and grade level and does not	grade level and regularly incorporates	level and regularly and consistently incorporates
		regularly incorporate the principles of	the principles of the Media Center	the principles of the Media Center Course of
		the Media Center Course of Study into	Course of Study into each of these areas	Study into every curricular area in an ongoing
		the curricular areas.	on a regular basis.	manner.

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Collaboration	• SLMS/TL does not consult or	• SLMS/TL works to consult and	• SLMS/TL effectively and regularly consults
	communicate regularly or effectively	communicate with teachers in all	and communicates with teachers in all curricular
	with the curricular area teachers.	curricular areas before designing and	areas before designing and writing lesson plans.
	Lessons are not collaboratively	writing lesson plans. Collaborative	Collaborative lessons are designed with clear
	designed and are not clearly	lessons are designed with clear	instructional objectives that are aligned with the
			standards. Standards for the curricular lesson
	the standards. Standards for the	with the standards. Standards for the	and the media center component are correctly
	curricular area and the media	curricular lesson and the media center	identified. Creative and diverse activities geared
	component are not adequately	component are generally identified and	to the learning style and abilities of the student
	identified or addressed. Activities	activities to address these components	group are designed to ensure achievement of the
	designed fall short of achieving the	and are designed to achieve the goals of	goals of the lesson.
	goals of the lesson.	the lesson.	

# MEDIA SPECIALIST RUBRIC

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Learning goals and	• SLMS/TL selects and designs	• SLMS/TL designs and writes lesson	• SLMS/TL designs and writes lesson plans with
instructional procedures	instructional goals with activities that	plans with clear instructional goals.	clear and measurable instructional objectives
	set expectations but are not clearly	Goals are articulated to students in a	that are aligned with the standards. These goals
	focused on meeting standards within	clear fashion. Activities are planned that	are clearly and logically articulated to students at
	the curriculum. Learning goals are	establish high expectations for student	the onset of the lesson. Instructional goals are
	not clearly articulated to students.	performance and provide opportunities	coordinated with activities that establish high
	Librarian does not make clear	for students to make continuous progress	expectations for student performance and
	connections the ODE Library	toward meeting the standards-based	provide opportunities for students to make
	Guidelines and the Media COS.	learning goals. Curricular connections	continuous progress toward meeting or
		are made to the ODE Library Guidelines	exceeding standards. Curricular connections are
		and the Media COS.	consistently made to ODE Library Guidelines
			and the Media COS.

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Engaging students	• SLMS/TL provides reading materials	• SLMS/TL selects and provides	• SLMS/TL selects and provides a variety of
	for staff and students. SLMS/TL does	appropriate reading materials for	quality age-appropriate reading material for
	not routinely assist students and staff	students. SLMS/TL assists students and	students. SLMS/TL actively assists students and
	in selection of reading materials.	staff in selection of reading materials	staff in the selection or reading material based
	Promotional activities regarding	based on individual needs. SLMS	on abilities, reading level, interests, and
	reading and literature are not planned.	provides opportunities for reading	information needs. SLMS/TL creatively and
	SLMS/TL is not involved in	activities using different techniques.	continually facilitates reading activities using a
	suggestion of supplemental reading	SLMS/TL assists teachers in selection of	wide array of activities. SLMS/TL continually
	materials to staff members.	supplemental reading materials.	assists teachers in selection of high-quality
			literature to supplement and enrich their
			curricular studies.

# MEDIA SPECIALIST RUBRIC

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

Ε	lements		Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Diverse	learning	and	• SLMS/TL's lessons, planning, and	• SLMS/TL utilizes lessons, planning	• SLMS/TL clearly utilizes lessons, planning,
inquiry			interactions with students do not	and interactions with students that	and interactions with students that demonstrate
			demonstrate a clear awareness of	demonstrate awareness of students'	astute awareness of students' academic needs
			students' academic needs, learning	academic needs and learning styles,	and learning styles, interests, heritage, and
			styles, interests, heritage, and	interests, heritage, and community	community backgrounds. SLMS/TL utilizes a
				backgrounds. SLMS/TL implements	
			does not utilize a variety of effective	activities that invite student interaction	interaction and choice, strategies that address
			techniques to foster individual and	and choice, strategies that address	various learning styles and special needs,
			collaborative inquiry for learning.	various learning styles and special	instruction that addresses strengths and
				needs, instruction that addresses	weaknesses in student background knowledge
				strengths and weaknesses in student	and skills.
				background knowledge and skills.	

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Student achievement	• Assessment criteria and/or	• SLMS/TL communicates assessment	• SLMS/TL clearly and accurately
	performance standards are not clearly	criteria and/or performance standards to	communicates assessment criteria and/or
	communicated to students. Task-	students. SLMS/TL communicates the	performance standards to students. SLMS/TL
	1 5	1	communicates the task-specific criteria for
	articulated to students for achievement	performance levels. SLMS/TL evaluates	various performance levels. SLMS/TL utilizes a
	of the various performance levels.	student achievement using a variety of	variety of tools to assess student achievement
	Inadequate methods are utilized for	methods and revises lessons accordingly.	and revises lessons accordingly.
	assessing student achievement.		
	Lessons are not revised and reviewed		
	based on assessment results.		

### MEDIA SPECIALIST RUBRIC

### DOMAIN D: PROFESSIONALISM

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication	• SLMS/TL minimally communicates	• SLMS/TL regularly communicates	• SLMS/TL creatively, effectively, and regularly
	with staff, students, and the	with staff, students, and the community	communicates with students, staff, and the
	community of the school area, to	of the school area, to inform and	community in general to inform and promote the
	inform and promote the media	promote the resources, activities, and	variety of new and existing media center
	center's resources and services.	services of the media center.	resources, activities, and services.
	Communications lack variety and do	Communications are varied in content,	Communications are creative and varied in
	not address all of the stakeholders of	intent, and address the various	content, intent, and adapted to a variety of
	the school community served by the	stakeholders served by the media	audiences served by the media center.
	media program.	program.	

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Resources for flexible	• SLMS/TL does not maintain an	• SLMS/TL utilizes and promotes use of	• SLMS/TL effectively utilizes and promotes use
and equitable access	effective virtual library presence	a virtual library presence (Media Center	of an effective and useful virtual library presence
	(Media Center Web Page) to	Web Page) to maximize access to media	(Media Center Web Page) to maximize access to
	maximize access to media center	center resources. Media Center	media center resources. Media Center resources
	resources. Media Center resources	resources and services are actively	and services are actively and creatively
	and services are not actively	promoted regularly. The media center is	promoted regularly. The media center is open
	promoted. The media center is open	open and available to staff and students	and available to staff and students as much as is
	and available to staff and students	as much as is possible during and	possible during and beyond the school day. A
			positive and welcoming media center
	environment of the media center is not	welcoming media center environment is	environment is continually maintained.
	positive and welcoming.	maintained.	

## MEDIA SPECIALIST RUBRIC

### D.3 Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.

Elemen	ts	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional		• SLMS/TL does not follow a	• SLMS/TL demonstrates a consistent	• SLMS/TL demonstrates an active, effective,
relationships	to	consistent pattern of initiating and	pattern of initiating, leading, and	and consistent pattern of initiating, leading, and
coordinate	learning	engaging other staff members in a	engaging other staff members in	engaging other staff members in discourse about
activities		discourse about professional issues	discourse about professional issues and	professional issues and integrated student
				learning opportunities. SLMS/TL consistently
		opportunities. SLMS/TL does not	SLMS/TL implements and describes	implements and describes classroom
		consistently connect classroom	classroom applications of knowledge	applications of knowledge gained through
		application of knowledge gained	gained through integration of the media	integration of the media program and resources
		through integration of the media	program and resources into the	into the curriculum.
		program and resources into the	curriculum.	
		curriculum.		

# D.4 Offers regular in-service opportunities to staff members regarding effective utilization and features of all types of library media resources and available technology..

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
In-service opportunities	• SLMS/TL exhibits minimal effort at	• SLMS/TL arranges a variety of in-	• SLMS/TL actively and regularly arranges a
	arranging regular in-service activities	service activities to staff members	variety of in-service activities to staff members
	to staff members that are geared	geared toward each curricular area.	geared toward each curricular area. Effective
	toward the various curricular areas.	Effective utilization of technology and	utilization of technology and optimum use of all
	Demonstrations of optimum use of the	optimum use of all available resources	available resources are stressed by
	available technology and media center	are stressed by demonstrating practical	demonstrating practical integration of these tools
	resources are not effectively	integration of these tools into the various	into the various curricular areas and units of
	conducted. Curricular connections to	curricular areas and units of study.	study.
	resources and units of study are not		
	strongly stressed.		

### BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# MEDIA SPECIALIST OBSERVATION FORM

Media Specialist:	Evaluator:
Situation Observed:	Building:
Observation Dates:	Length of Observation: from to

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

	(1) Needs Improvement	(2) Proficient	(3) Exceeds Expectations
	A. PROGRAM A	DMINISTRATION AN	D MANAGEMENT
A.1	freedom, acceptable use, confid	dentiality) reflecting legal guid	
A.2	Establishes effective routines a environment that is conducive		intain an inclusive and caring library media center
A.3	Establishes and maintains cons	istent standards of media cent	er behavior that are conducive to learning.
A.4	Implements effective methods assure optimum use.	of circulation and maintenar	nce of all materials and instructional equipment to
A.5	Organizes reports, budgets, pol	icies and circulation according	g to district policy.

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

		B. COLLECTION DEVELOPMENT AND CURRICULAR SUPPORT
	B.1	Collaboratively develops, evaluates, and maintains a well-balanced collection to support curriculum, reflect
		students' interests, and meet diverse needs of learners.
	B.2	Provides flexible and equitable access to information, ideas, and resources for learning and personal interests
		during and beyond the school day as much as is possible.
	B.3	Organizes, arrange, and promotes all resources to provide easy access and encourage use.
	B.4	Clearly communicates mission, goals, programs, and functions of the media center through a variety of venues.
	B.5	Uses current standard methods of cataloguing and circulating media center materials.
CO		

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

	C. TEACHING FOR LEARNING
C.1	
	technology literacy into the curriculum across all grade levels and content areas as detailed in the BBHCSD
	Media Centers' COS and ODE guidelines for Effective School Libraries.
C.2	Collaborates with teachers to implement standards-based instruction for students, individuals and/or groups.
C.3	Models and promotes creative, facilitative, effective, and collaborative teaching.
C.4	Ensures that learning goals and instructional procedures are clear to students.
C.5	Encourages and engages students in reading, viewing, and listening for enjoyment, enrichment, and
	understanding.
C.6	Supports diverse learning abilities, styles, and individual needs. Fosters individual and collaborative inquiry.
C.7	Uses a variety of techniques to assess student achievement, provides constructive feedback, and reflects upon
	the effectiveness of a project or lesson.

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

Distribution: Media Specialist Evaluator

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# MEDIA SPECIALIST OBSERVATION FORM

	D. PROFESSIONALISM
D.1	Communicates with staff and school community to inform them of new and existing resources as well as policies, events, and activities organized and offered through the media center.
D.2	Provides flexible and equitable access to information, ideas, and resources for learning and personal interests during and beyond the school day as much as is possible.
D.3	Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.
D.4	Offers regular in-service opportunities to staff members regarding effective utilization and features of all types of library media resources and available technology.

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

# Evaluator's Signature\_\_\_\_\_

Date

Distribution:

Media Specialist Evaluator

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

#### MEDIA SPECIALIST EVALUATION REPORT

Media Specialist:\_\_\_\_\_ Building Assignment(s):\_\_\_\_\_ Observation Dates:

Evaluator:\_\_\_\_\_

Building:\_\_\_\_\_ Conference Date:

A. PROGRAM ADMINISTRATION AND MANAGEMENT

[insert text, expand as needed]

**B. COLLECTION DEVELOPMENT AND CURRICULAR SUPPORT** 

[insert text, expand as needed]

# C. TEACHING FOR LEARNING

[insert text, expand as needed]

### **D. PROFESSIONALISM**

[insert text, expand as needed]

For limited contract teachers circle one:

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

Evaluator's Signature	Date	
Media Specialist's Signature	Date	

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

Distribution: Media Specialist Education Center

# BRECKSVILLE-BROADVIEW HEIGHTS SCHOOL DISTRICT SCHOOL PSYCHOLOGIST EVALUATION PROCESS

School psychologist			Evaluator		
1.	Meet with Evaluator to review Annual Professional Growth Plan	1.	1. Meet with School psychologist to review Annual Professional Growth		
		Plan and School Psychologist Evaluation Form			
2.	Meet with Evaluator to discuss and complete \School Psychologist	2.	Meet with School psychologist to discuss and complete School		
	Evaluation Form by If Ineffective in any category,		Psychologist Evaluation Form by If Ineffective in any		
	collaboratively create School Psychologist Improvement Plan.	category, collaboratively create Improvement Plan. Provide school			
			psychologist with signed copy of the form(s).		
		3.	Submit a signed copy of the School Psychologist Evaluation Form (and		
			if created, School Psychologist Improvement Plan) to the Psychologist		
			by and keep a copy for your records.		

# ATTACHMENT 17 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT ANNUAL PROFESSIONAL GROWTH PLAN- SCHOOL PSYCHOLOGISTS

School Psychologist Name	School Year		
Evaluator Name	Date Created	Date(s) Reviewed	

Self-Directed

# **Collaborative**

- \* As a result of the evaluation process, school psychologist and evaluator should focus on accelerating and continuing School Psychologist growth.
- Please review the School Psychologist Standards included in the Appendix as they relate to creating professional goals.
- Professional goals should be individualized to the needs of the school psychologist and specifically relate to his/her areas of refinement/growth as identified in the school psychologists' evaluation.
- The evaluator and school psychologist should have collaborative discussions related to activities aligned to the goals.

<u>Professional Goals</u> These are addressed by the evaluator as appropriate for this school	<b>Evidence Indicators</b> What will show your progress toward the goal?
psychologist         Consider creating goals that meet SMART criteria         S-       Specific (What do I want to measure?)         M –       Measurable (How am I going to measure it?)         A –       Attainable (Is this a reasonable goal?)         R –       Results-oriented (What will my goal look like when I've reached it?)         T –       Time-Bound (When will I reach my goal?)	What will show your achievement of the goal? Include tentative deadlines
Goal 1: Goal Statement:	
Goal 2: Goal Statement:	
School Psychologist's Signature Date Date	Evaluator's Signature

Signatures above verify acknowledgement of receipt of final documented plan by both parties. Both parties should keep a copy of this document as a point of reference throughout the year. A copy of this document should be shared with the Building Principal.

A final copy should be submitted to the Human Resources Office by May 30.

# ATTACHMENT 17 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT SCHOOL PSYCHOLOGIST EVALUATION FORM

ool Psychologist Name		School Year		
uator Name		Date		
<b>Proficiency of Standards</b> Includes information from observations, con, and other evidence		Developing	Skilled	Accomplished
DOMAIN 1: PLANNING AND PREPARATION				
Areas of strength:				
Areas in which growth is nea	eded:			
	Ineffective	Developing	Skilled	Accomplished
DOMAIN 2: THE ENVIRONMENT				
Areas of strength:				
Areas in which growth is new	eded:			
	Ineffective	Developing	Skilled	Accomplished
DOMAIN 3: DELIVERY OF SERVICE				
Areas of strength:				
Areas in which growth is new	eded:			

Proficiency of Standards:	Ineffective	Developing	Skilled	Accomplished
Includes information from observations, conferences,				
and other evidence				
DOMAIN 4: PROFESSIONAL RESPONSIBILITIES				
Areas of strength				
Areas in which growth is needed:				
Final Rating:	Ineffective	Developing	Skilled	Accomplished
rinai Kating.		Developing	Skilleu	Accomplished
If final summative rating is Ineffective, an <b>Impro</b>	vement Plan (in Appendix) will	be collaboratively created by the	e school psychologist and evalu	ator.
If final summative rating is Ineffective, an <b>Impro</b>				
Check here if Improvement Plan has been c	reated. A copy of the Improver	ment Plan will be submitted by the	ne evaluator with the Evaluatio	
	reated. A copy of the Improver	ment Plan will be submitted by the		
Check here if Improvement Plan has been c	ereated. A copy of the Improve	nent Plan will be submitted by tl Date _	ne evaluator with the Evaluatio	
Check here if Improvement Plan has been c School Psychologist's Signature	ereated. A copy of the Improve	nent Plan will be submitted by th Date _ Date _	ne evaluator with the Evaluatio	
Check here if Improvement Plan has been of School Psychologist's Signature	reated. A copy of the Improver	nent Plan will be submitted by th Date _ Date _ Date _	ne evaluator with the <b>Evaluatio</b>	

Growth Plan.

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT APPENDIX SCHOOL PSYCHOLOGIST STANDARDS

This list is from the Professional Conduct Manual for School Psychology, National Association of School Psychologists (NASP) and Ohio School Psychologists Association (OSPA).

Guideline 1 - School psychologists use a decision-making process in collaboration with other team members to (a) identify academic and behavior problems, (b) collect and analyze information to understand the problems, (c) make decisions about service delivery, and (d) evaluate the outcomes of the service delivery. School psychologists must (a) utilize current professional literature on various aspects of education and child development, (b) translate research into practice through the problem-solving process, and (c) use research design and statistics skills to conduct investigations to develop and facilitate effective services.

- School psychologists define problems in ways that (a) identify desired goals (e.g., academic/behavioral), (b) are measurable, (c) are agreed upon by those involved, and (d) are linked appropriately to assessment strategies.
- School psychologists select assessment method(s) that are validated for the problem area under consideration including formal and informal assessment procedures, as appropriate, and include data collected from all settings and persons necessary and appropriate to complete the problem-solving process.
- School psychologists develop and implement effective interventions that are based upon the data collected and related directly to the desired outcomes of those interventions.
- School Psychologists use appropriate assessment information to evaluate interventions to determine their effectiveness, their need for modification, or their need for redevelopment. Effectiveness is determined by the relationship between the actual outcome of the intervention and the desired goal articulated in the problem-solving process.
- School psychologists apply the problem-solving process to broader research and systems-level problems that result in the identification of factors that influence learning and behavior, the evaluation of the outcomes of classroom, building, and system initiatives and the implementation of decision-making practices designed to meet general public accountability responsibilities.

Guideline 2 - School psychologists must have the ability to listen well, participate in discussions, convey information, and work together with others at an individual, group, and systems level. School psychologist must understand the degree to which policy influences systems, systems influence programs, programs and interventions impact consumers, and the methods to facilitate organizational development through strategic change.

- School psychologists use decision-making skills and are proficient in systems consultation to facilitate communication and collaboration with students and school personnel, community professionals, agencies, and families/schools.
- School psychologists participate in public policy discussions and understand the process by which public policy influences systems. By applying decision-making methods to public policy determination, school psychologists facilitate organization development and change.
- School psychologists must be able to present and disseminate information to diverse communities, such as parents, teachers, school boards, policy makers, business leaders, and fellow school psychologists in a variety of contexts, in an organized and meaningful manner.
- School psychologists facilitate the development of healthy learning environments and reduce divisiveness through the use of conflict resolution and negotiation skills.
- School psychologists function as change agents, using their skills in communication, collaboration, and consultation to promote necessary change at the individual student, classroom, building, and district, local, state, and federal levels.

Guideline 3 - School psychologists (in collaboration with others) develop challenging but achievable cognitive and academic goals for all students, provide information about ways in which students can achieve these goals, and monitor student progress towards these goals.

- School psychologists apply current empirically based theory and knowledge of learning theory and cognitive processes to the development of effective instructional strategies to promote student learning and social and emotional development.
- School psychologists incorporate assessment information to the development of instructional strategies to meet the individual learning needs of children.
- School psychologists use appropriate and applicable assessment techniques to assess progress toward academic goals and assist in revising instructional methodology as necessary.
- School psychologists assist in facilitating and implementing a variety of research-based instructional methods (e.g., cooperative learning class-wide peer tutoring, cognitive strategy training) to enhance learning of students at the individual, group, and systems level.
- School psychologists assist in the design and delivery of curriculum to help students develop behaviors to support effective learning such as study skills, self-regulation and self-monitoring, planning/organization, time management skills, and making choices that maintain physical and mental health.

- School psychologists promote the principles of student-centered learning to help students develop (when appropriate) their individual ability to be self-regulated learners, including the ability to set individual learning goals, design a learning process to achieve those goals, and assess outcomes to determine whether the goals were achieved.
- School psychologists are informed about advances in curriculum and instruction and share this knowledge with educators, parents, and the community at large to promote improvement in instruction, student achievement, and healthy lifestyles.

Guideline 4 - School psychologists make decisions based on multiple theoretical perspectives and translate current scientific information to develop effective behavioral, affective, or adaptive goals for all students, facilitate the implementation of programs/interventions to achieve these goals, and monitor progress towards these goals.

- School Psychologists use decision-making models (e.g., functional behavioral assessment) that consider the antecedents, consequences, functions and potential causes of behavioral problems experiences by students with disabilities, which may impair learning or socialization
- School psychologists identify factors that facilitate the development of optimal learning environments. Optimal learning environments are characterized as settings where all members of the school or agency community treat one another with respect and dignity. Optimal learning environments are characterized as settings where students' basic needs are assured so that learning can occur and health and mental health are systematically evaluated.
- School psychologists facilitate the development and implementation of strategies that result in instructional environments which foster learning and high rates of academic engaged time and reduce the presence of factors that promote alienation and impact learning and behavioral progress.
- School psychologists demonstrate appropriate knowledge of treatment acceptability and treatment integrity by including these principles in the development, implementation, and evaluation of interventions.
- School psychologists apply the principle of generalization and transfer of training in the development of interventions in such a way that, when appropriate, interventions can be implemented across settings school, home, and community.
- School psychologists develop and implement behavior change programs (individual, group, classroom) that demonstrate the use of alternative, appropriate approaches (e.g., positive reinforcement, social skills training, academic interventions) to student discipline, ecological and behavioral approaches to classroom management, and awareness of classroom climate.
- School psychologists assist parents and other adult caregivers in the development, implementation, and evaluation of behavior change programs in the home in order to facilitate the learning and behavioral growth of their child.

- School psychologists incorporate appropriate strategies when developing and delivering intervention programs to facilitate successful transitions of students from one environment to another environment. These programs include program to program, early childhood to school, school to school, and school to work transitions.
- School psychologists evaluate interventions (learning/behavioral) for individuals and groups. These include the skills necessary both to evaluate the extent to which the intervention contributed to the outcome and to identify what constitutes a "successful" outcome.

# Guideline 5 - School psychologists have the sensitivity, knowledge, and skills to work with individuals and groups with a diverse range of strengths and needs from a variety of racial, cultural, ethnic, experiential, and linguistic backgrounds.

- School psychologists develop academic and behavioral interventions. They recognize that interventions most likely to succeed are those which are adapted to the individual needs and characteristics of the student(s) for whom they are being designed.
- School psychologists recognize (in themselves and others and in the techniques and instruments that they use for assessment and intervention) the subtle racial, class, gender, and cultural biases they may bring to their work and the way these biases influence decision-making, instruction, behavior, and long-term outcomes for students. School psychologists work to reduce and eliminate these biases where they occur.
- School psychologists promote practices that help children of all backgrounds feel welcome and appreciated in the school and community.
- School psychologists incorporate their understanding of the influence of culture, background, and individual learning characteristics when designing and implementing interventions to achieve learning and behavioral outcomes.

# Guideline 6 - School psychologists demonstrate their knowledge of schools (or other institutional settings) as systems when they work with individuals and groups to facilitate structure and public policies that create and maintain schools and other systems as safe, caring, and inviting places for all persons in that system.

- School psychologists use their knowledge of development, learning, family, and school systems to assist schools and communities to develop policies and practices related to discipline, decision-making, instructional support, staff training, school improvement plans, program evaluation, transition plans, grading, retention, and home-school partnerships.
- School psychologists use their knowledge of organizational development and systems theory to assist in creating climates that result in mutual respect and caring for all individuals in the system, an atmosphere of decision-making and collaboration, and a commitment to quality services.
- School psychologists regularly participate in the development of policies and procedures that advocate for effective programs and services.

- School psychologists are actively involved in the development of systems change plans (such as school improvements plans) that directly impact the programs and services available to children, youth, and their families and that directly impact the ways in which school psychologists deliver their services.
- School psychologists assist in the development of policies and procedures to ensure that schools are safe and violence free. School psychologists participate in the implementation and evaluation of programs that result in safe and violence free schools and communities.
- School psychologists are actively involved in public policy at the local, state, and federal levels as a means of creating systems of effective educational services.
- School psychologists are aware of funding mechanisms that are available to school and communities that support health and mental health services.
- School psychologists participate in the development of funding strategies to assure that needed services are available to students and their families.

# Guideline 7 - School psychologists shall appropriately utilize prevention, health promotion, and crisis intervention methods based on knowledge of child development, psychopathology, diversity, social stressors, change, and systems.

- School psychologists shall apply knowledge of child development, psychopathology, diversity, social stressors, change, and systems to the identification and recognition of behaviors that are precursors to school dropouts or the development of mental health disorders such as conduct disorders or internalizing disorders.
- School psychologists shall provide direct counseling and indirect interventions through consultation for students with disabilities and suspected disabilities who experience mental health problems that impair learning and/or socialization.
- School psychologists shall develop, implement, and evaluate prevention and intervention programs based on recognized factors that are precursors to development of severe learning and behavioral problems.
- School psychologists shall collaborate with school personnel, parents, students, and the community to provide competent mental health support during and after crises (for example, suicide, death, natural disasters, murder, bombs or bomb threats, extraordinary violence, and sexual harassment).
- School psychologists promote wellness by (a) collaborating with other health care professionals to provide a basic knowledge of behaviors that lead to good health for children; (b) facilitating environmental changes conducive to good health and adjustment of children; and (C) accessing resources to address a wide variety of behavioral, learning, mental, and physical needs.

Guideline 8 - School psychologists have knowledge of family influences that affect students' wellness, learning and achievement and are involved in public policy that promotes partnerships between parents, educators, and the community.

- School psychologists design and implement and evaluate programs to promote school-family partnerships for the purpose of enhancing academic and behavioral goals for students. These might include (but are not limited to) developing parent education programs, establishing drop-in centers for parents, establishing homework hotlines, or providing other supports for parents to help them parent successfully and to help them enhance the academic and psychological development of their children.
- School psychologists help parents feel comfortable participating in school functions or activities. These might include providing support for them when participating on special education and I.E.P. teams, encouraging parental involvement in school-wide committees such as school improvement teams, and facilitating home-school communication when problems arise and includes assisting parents in accessing community-based services for their family.
- School psychologists educate the school community regarding the influence of family involvement on school achievement and advocate for parent involvement in school governance and policy development whenever feasible.
- School psychologists help create linkages between schools, families, and community agencies and help coordinate services when programming for children involves multiple agencies.
- School psychologists are knowledgeable about the local system of care and related community services available to support students and their families.
- School psychologists work with parent organizations to promote public policy that empowers parents to be competent consumers of the local system of services.
- School psychologists are active participants in public policy by serving on committees, participating in work groups and task forces, and in responding to proposed legislation and rules.

# ATTACHMENT 17 BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT SCHOOL PSYCHOLOGIST RUBRIC

DOMAIN 1: PLANNING AND	Ineffective	Developing	Skilled	Accomplished
PREPARATION 1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	1, 6	Psychologist uses 5–8 psychological instruments to evaluate students and determine eligibility for services in conjunction with the evaluation team.	Psychologist uses a wide range of psychological instruments to evaluate students and is able to isolate variables in which specific instruments will have greater diagnostic value in determining educational needs and eligibility.
1b: Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and can articulate variations of the typical patterns.
1c: Establishing goals for serving students in the school setting that align with the school ecology	Psychologist has no clear goals for serving students or has goals that are inappropriate to either the environment, ages of the students.	Psychologist's goals for providing school services are rudimentary and are Not entirely suitable to the environment or ages of the students.	Psychologist's goals for service delivery are clear and appropriate for the setting and ages of the students.	Psychologist's goals for service delivery are clear and appropriate for the setting and ages of the students. and have been developed following consultations with students, parents, and/or relevant team members.
1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Psychologist demonstrates little or no knowledge of governmental regulations or of resources for students available through the school or district.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district and some familiarity with resources outside of the district.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the district and in the community.

DOMAIN 2: THE	Ineffective	Developing	Skilled	Accomplished
ENVIRONMENT 2a: Establishing rapport with students	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in an assessment session(s).	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the assessment session(s).	Students demonstrate a comfort with the psychologist outside of the assessment session(s), reflecting a comfort and ease in the relationship.
2b: Establishing a culture for positive mental health throughout the school	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health by discussing general supports available to students and teachers.	Psychologist promotes a culture for positive mental health in the school among students and teachers by providing specific information to teachers or students that guide positive behavior and choices.	Psychologist offers mental health support (within the scope of school practice) for students and teachers and establishes a collaborative approach for facilitating positive outcomes with specific goals in mind.
2c: Establishing and maintaining clear procedures for referrals	No procedures for referrals have been established; when teachers ask for clarification regarding "how" to refer a student for special services, the school psychologist is unaware.	Psychologist follows established procedures for referrals, but the details are not always clear.	Psychologists are able to discuss the procedures for referrals and consultations with teachers, parents and administrators.	Procedures for all aspects of referral and testing protocols are clearly articulated to parents, teachers and administrators, with clear communication.
2e: Organizing physical space for testing of students and storage of materials	The location in which the psychologist provides services is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the school psychologist's office/allocated space are stored securely, but the center is not well organized, and materials are difficult to find when needed.	office/allocated space is well organized; materials are stored in a secure location and are available when	The school psychologist's office/allocated space is highly organized and ready to receive students. Materials are stored in a secure location and are easily located when needed.

DOMAIN 3: DELIVERY OF SERVICE	Ineffective	Developing	Skilled	Accomplished
3a: Responding to referrals; consulting with teachers and administrators	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised during the initial referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to administer evaluation instruments that target the initial referral questions/concerns.	Psychologist consults frequently with pertinent team members, determining evaluation procedures that match the questions raised by the initial referral.	Psychologist consults frequently with colleagues, contributing own insights and determining evaluations as an outgrowth of questions raised by the initial evaluation.
3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines	not follow established procedures	Psychologist attempts to administer appropriate evaluation instruments to students, but does not always follow established time lines and safeguards.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are followed according to professional guidelines.	Psychologist selects from a broad repertoire, those assessments that are most appropriate to the referral questions and collects information from colleagues (through written or oral dialogues) to ensure that compliance with all procedures and safeguards are met.
3c: Leading evaluation team discussions following assessment administration	Psychologist declines to assume leadership of the evaluation team.	When directed to do so, Psychologist assumes leadership of the evaluation team discussion.	Psychologist assumes leadership position when sharing assessments or evaluation planning procedures.	Psychologist assumes leadership position when sharing assessments or evaluation planning procedures and shares all necessary materials with parents and/or team members in a systematic fashion.
3d: Assisting in development/identification of interventions to maximize students' likelihood of success	Psychologist fails to contribute to intervention planning or suggests strategies that are not suitable for students (i.e. interventions are mismatched with assessment findings).	Psychologist suggests interventions for students that are partially suitable for them or are not consistently aligned with identified needs.	Psychologist suggests/guides interventions for students that are aligned with identified needs.	Psychologist develops or provides materials to initiate a comprehensive plan for student(s), by incorporating various elements that are specifically designed to address identified needs.
3e: Maintaining contact with physicians and community mental health service providers	Psychologist declines to maintain contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers in order to collect data when needed.	Psychologist maintains ongoing contact with physicians and community mental health service providers in order to gain or provide meaningful information about services available when needed.

F	program, in spite of evidence of its	Psychologist makes modest changes in an intervention plan when confronted with evidence of the need for change.		Psychologist is continually seeking ways to improve an intervention plan and makes changes based on data, feedback from teachers, parents and/ or student input.
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DOMAIN 4:	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES				
4a: Reflecting on district practices	The school psychologist is unable to refer to specific BBH policies and procedures and contributes to confusion or discord in situations with parents or teacher teams.	BBH policies and procedures using appropriate terms although does not consistently demonstrates guidelines	BBH policies and procedures using appropriate terms and in a variety of situations. Reference to BBH guidelines is made among teams of	The school psychologist refers to BBH policies and procedures using appropriate terms and in a variety of situations. BBH guidelines are shared with teams of teachers and parents during collaborative problem-solving efforts to maintain integrity and best practice.
4b: Communicating with families	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist offers support to families of students to enhance trust.
4c: Maintaining accurate records	Psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Psychologist's records are accurate and legible and are stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be accurately interpreted by another qualified professional.

4d: Participating in a professional community	8 8	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically required.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e: Engaging in Professional development	1 1 1	professional development activities is limited to those that are convenient or	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering professional development opportunities or training to colleagues.

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT SCHOOL PSYCHOLOGIST IMPROVEMENT PLAN

School Psychologist Name	School Year/Building	
Evaluator Name	Date of Conference	

Written improvement plans are to be developed in circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components on the January Formative School Psychologist Evaluation. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

Psychologist Area(s) Needing Improvement From School Psychologist Evaluation Rubric/Evaluation Forms	Improvement Statement List specific areas for improvement	<ul> <li>Specific Plan of Action</li> <li>Describe in detail specific plans of action that must be taken by the school psychologist to improve his/her performance.</li> <li>Indicate the sources of evidence that will be used to document the completion of the improvement plan.</li> </ul>	Assistance & Professional Development Examples include: Mentoring Observing other colleagues PD 360 Attend workshops

School psychologist's Signature:	Date:
Evaluator's Signature:	Date:

*The evaluator's signature above verifies that the proper procedures in the local contract have been followed. A copy of this plan should be submitted to the Human Resources Office with Evaluation Forms by \_\_\_\_\_\_as applicable.* 

# **BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT** SCHOOL PSYCHOLOGIST IMPROVEMENT PLAN- EVALUATION

ool Psychologist Name		School Year/Building	
luator Name		Date of Conference	
The improvement plan will b have been taken:	e evaluated at the end of the time specified in the	plan. Outcomes from the imp	provement plan demonstrate the following actions
Improvement is demonstr	ated and performance standards are met to a satisfa	ctory level of performance.	
The Improvement Plan sh	ould continue for time specified:		
Non-renewal is recomme	nded.		
action.	tion Comments: Provide justification for recomme on and discussed it with my evaluator. My signation with this evaluation.		
School psychologist's Sig	nature:		Date:
Evaluator's Signature:			Date:
The evaluator's signature abo	ve verifies that the proper procedures in the local c	contract have been followed.	

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

# DOMAIN A: PLANNING AND PREPARING FOR LEARNING

# A.1: The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests and community.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
AcquisitionofInformationAbout	• The SLP does not acquire knowledge of individual students as learners.	• The SLP acquires detailed information about individual students as learners	• The SLP acquires extensive and detailed information about individual students as learners
Individual Learners	-or- • The SLP does not acquire that knowledge from a variety of sources and in an on-going manner.	from a variety of sources, and/or in an on-going manner.	from a variety of sources, and in an on-going manner.
Use of Acquired Information	<ul> <li>The SLP planning shows little or no awareness of students' academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through the following:</li> <li>*Flexible groupings</li> <li>*Activities that invite student interaction and choice</li> <li>*Strategies that address various learning styles, special needs and cultural heritage</li> <li>*Instruction that addresses strengths and gaps in student background knowledge and skills.</li> <li>The SLP does not clearly communicate planning.</li> <li>There is little evidence that the SLP uses achievement data or other assessment results to plan instruction.</li> </ul>	<ul> <li>The SLP clearly communicates how planning shows consideration for the students' academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through most of the following:</li> <li>*Flexible groupings</li> <li>*Activities that invite student interaction and choice</li> <li>*Strategies that address various learning styles, special needs and cultural heritage</li> <li>*Instruction that addresses strengths and gaps in student background knowledge and skills.</li> <li>The SLP uses achievement data and other assessment results to plan lessons to meet individual/group instructional needs.</li> </ul>	<ul> <li>The SLP clearly communicates how planning incorporates consideration for the students' academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through all of the following:</li> <li>*Flexible groupings</li> <li>*Activities that invite student interaction and choice</li> <li>*Strategies that address various learning styles, special needs and cultural heritage</li> <li>*Instruction that addresses strengths and gaps in student background knowledge and skills.</li> <li>The SLP analyzes and uses achievement data and other assessment results to plan lessons to meet individual/group instructional needs.</li> </ul>

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

A.2: The SLP demonstrates the ability to follow due process procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education (IDEA) and completes required due process paperwork.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Variety of Diagnostic Assessments	• The SLP is unable to select appropriate diagnostic instruments.	• The SLP selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern and SLP/parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from limited sources.	• The SLP selects and administers a variety of diagnostic instruments and procedures based on the student's developmental level, areas of concern and SLP/parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from a variety of sources.
Due Process	• The SLP demonstrates a basic knowledge of the IDEA. The appropriate referral process is not followed.	• The SLP demonstrates an adequate understanding of IDEA by generally following appropriate procedures for referral, identification, placement and exits.	• The SLP demonstrates a thorough understanding of the IDEA by consistently following appropriate procedures for referral, identification, placement and exits.
Documentation	<ul> <li>The documentation for due process is not complete.</li> <li>The SLP does not clearly communicate the evidence.</li> </ul>	<ul> <li>The documentation for initial placement, exit, and re-evaluation packets is usually complete and thorough.</li> <li>The SLR clearly communicates an explanation of the evidence.</li> </ul>	<ul><li>and re-evaluation packets is accurately completed and thorough.</li><li>The SLP clearly communicates an explanation</li></ul>
Recommendations	• The SLP is unable to interpret diagnostic results or make case management recommendations.	• The SLP demonstrates the ability to make appropriate case management recommendations after interpreting diagnostic results.	appropriate case management recommendations

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

A.3: The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP objectives.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Alignment with	• Assessments do not provide	• Assessments aligned with IEP goals	• Assessments aligned with IEP goals provide
Standards	opportunities for student to	provide evidence that students at some	evidence that students at all developmental
	demonstrate proficiency.	developmental levels are given	levels are given multiple opportunities to meet
		opportunities to meet the IEP goals.	the IEP goals.
Alignment and Variety	• The SLP uses assessments that are	• The SLP uses assessments that align	• The SLP uses assessments that align with the
	not aligned with the IEP objectives.	with the IEP goals.	IEP goals.
	• The SLP uses mainly summative	-and-	-and-
	assessments.	• The SLP uses informal/formal and	• The SLP uses extensive and varied
	-or-	formative/summative assessments.	informal/formal and formative/summative
	• Planning for assessment is not		assessments.
	evident.		

# DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

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

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
SLP interaction with	• SLP interactions with students are	• SLP interactions with all students	• SLP interactions with all students demonstrate
Students	negative, demeaning, or inappropriate.	demonstrate respect. Interactions are	a positive, caring rapport and mutual respect.
		inclusive and appropriate.	Interactions are inclusive and appropriate.
			• SLP encourages and/or reinforces positive and
Individuals		among individuals and appropriately	-
	individuals.	addresses any disrespectful interactions	-and/or-
		among individuals.	Interactions are respectful.

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

# **B.2:** The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Routines/Procedures	• The SLP uses procedures for	• The SLP establishes and uses effective	• The SLP establishes and uses effective routines
	managing student groups, supplies,	routines and procedures for managing	and procedures that incorporate student
	and equipment that result in	student groups, supplies, and/or	responsibility for managing student groups,
	considerable loss of instructional time.	equipment.	supplies, and/or equipment.
	• The SLP maintains an environment	• The SLP acts to maintain a safe	• The SLP acts to maintain a safe environment.
	where hazards exist.	environment.	
Transitions	• The SLP does not establish	• The SLP establishes and directs	• The SLP establishes procedures for managing
	procedures for most transitions.	procedures for transitions. No	seamless transitions incorporating student
	Considerable instructional time is lost.	instructional time is lost.	responsibility. No instructional time is lost.

#### **B.3:** The SLP manages and monitors student behavior to maximize instructional time.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Monitoring of Student	• The SLP does not monitor student	• The SLP monitors student behavior at	• The SLP monitors behavior in a manner that
Behavior	behavior and/or the SLP is unaware of	all times, which promotes individual,	anticipates and prevents student misbehavior,
	student behaviors, which results in	group, and/or whole class time on task.	and that allows for students to monitor their own
	considerable loss of individual, group,		and/or their peers' behavior, which results in no
	and/or whole class time on task.		loss of time on task.
Response to	• The SLP does not respond to off-task	• The SLP response to misbehavior is	
Misbehavior	or disruptive behavior.	appropriate, consistent, and the desired	appropriate, consistent, and sensitive to students'
	-or-	behavior is attained.	individual needs, and the desired behavior is
	• The SLP response to student		attained.
	misbehavior is inconsistent and/or has		-or-
	minimal results.		<ul> <li>Student misbehavior is not evident.</li> </ul>

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

# DOMAIN C: TEACHING FOR LEARNING

# Standard C.1: The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Communication of the	• The SLP does not communicate the	• The SLP clearly and accurately	• The SLP clearly and accurately communicates
IEP Objectives	IEP objectives to the student.	communicates IEP objectives to each	the IEP objectives to each student and a rationale
		student.	for this learning.
Instructional directions	• The SLP does not communicate	• The SLP clearly and accurately	• The SLP clearly and accurately communicates
and procedures	instructional directions or procedures.	communicates instructional directions	instructional directions and procedures for the
	-or-	and procedures for the activity.	activity.
	• The SLP communicates instructional		• The SLP anticipates possible student
	directions or procedures inaccurately.		misunderstanding.
Monitoring and	• The SLP is unable to develop a	• The SLP develops a program of	• The SLP develops a program of periodic
Adjusting	method of periodic monitoring.	periodic monitoring of student progress	monitoring of student progress toward IEP goals.
		toward IEP goals. The SLP uses	The SLP uses information to modify treatment
		information to modify treatment plans,	plans, strategies or materials to meet the needs of
		strategies or materials to meet the needs	the student. SLP involves the student in
		of the student.	monitoring of progress.
Use of Information	• The SLP does not have the	• The SLP uses monitored information to	• The SLP uses monitored information to report
	information to determine the present	report student's present level on	student's present level on IEP and quarterly
	level of performance on quarterly	quarterly reports.	reports or in collaboration with special
	reports.		education.

#### C.2: The SLP demonstrates content knowledge of speech and language development and therapy techniques.

Elements		Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Knowledge	of	• The SLP uses daily activities and	• The SLP chooses daily activities and	• The SLP chooses daily activities and objectives
Speech/Language		objectives that may or may not be	objectives in the hierarchy of	in the hierarchy of speech/language
Development		related to the hierarchy of	speech/language development, which	development, which move the student toward
		speech/language development. Tasks	move the student toward fulfilling IEP	fulfilling IEP goals. SLP manipulates tasks
		are unrelated to student's needs or	goals. Tasks assigned are at or near	assigned so that students consistently work at the
		instructional level.	instructional level.	instructional level.

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Knowledge of	• The SLP uses one model of therapy	• The SLP uses a variety of therapy	• The SLP uses a variety of therapy models and
Speech/Language	for treatment of speech/language	models and techniques to meet	techniques to deliver appropriate services to
Techniques and Service	disorders for all students. Service is	individual student needs as specified in	meet individual student needs as specified in the
Delivery Models	delivered only in Speech Resources	the IEP. Services are delivered within	IEP. Services are delivered in the environment
	area.	various environments.	most appropriate to student and IEP needs.

#### C.3: The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Conceptual	• The SLP conducts lessons that are	• The SLP challenges students in a	• The SLP consistently challenges students in a
Understanding	not appropriate to the specific area of	variety of adaptable activities that	variety of creative, adaptable activities that
	disability and are not relevant to the	address the specific areas of disability	address the specific areas of disability and
	IEP.	and promotes mastery of IEP goals and	promotes mastery of IEP goals and objectives.
		objectives.	
Monitoring and	• The SLP presents the lesson as	•The SLP periodically monitors the	• The SLP monitors the student's current skill
Adjustment	planned and makes no adjustments.	student's current skill level and	level and consistently adapts activities and
		consistently adapts activities and pacing	pacing to move the student to mastery.
		to move the student to mastery.	
Extension of Thinking	• The SLP creates situations that do	• The SLP creates situations that	• The SLP creates situations that challenge
	not challenge students to think about	challenge students to think	students to think independently, creatively or
	the IEP goal being taught.	independently, creatively or critically	critically about the IEP objective being taught to
		about the IEP objective being taught.	reflect their understanding and consider new
			possibilities.

Standard C.4: The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Student Engagement	• The SLP has difficulty engaging the	• The SLP consistently engages the	• The SLP consistently engages the students in
	students in selected activities.	controlled choices, relevancy to	learning through use of controlled choices, relevancy to academic progress and the student's instructional level.
		student's instructional level.	

# SPEECH & LANGUAGE PATHOLOGIST RUBRIC

# <u>(SLP)</u>

Thought-Provoking	• The SLP frequently asks questions	• The SLP asks thought-provoking	• The SLP routinely asks thought-provoking
questions	that are inappropriate to the objectives	questions that focus on the objectives of	questions that focus on the objectives of the
	of the lesson.	the lesson.	lesson.
	• The SLP frequently does not ask	• The SLP seeks clarification through	• The SLP seeks clarification and elaboration
	follow-up questions.	additional questions.	through additional questions.
	• The SLP does not provide	• The SLP provides appropriate wait	• The SLP provides appropriate wait time.
	appropriate wait time.	time.	_

# C.5: The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Quality-methods and	• The SLP provides insufficient and/or	• The SLP provides accurate, specific,	•The SLP routinely provides substantive,
timelines	inaccurate feedback to students about	and timely feedback to students about	
	their progress toward the learning	their progress toward the learning	students about their progress toward the learning
	objectives.	objectives.	objectives.
	-or-	• The SLP provides feedback using a	
	• Feedback is not provided in a timely	variety of methods and facilitates student	methods and facilitates student self-assessment.
	manner.	self-assessment.	
Student	•The SLP does not correct student	• The SLP corrects student content errors	• The SLP corrects student content errors to
errors/misconceptions	content errors.	to individuals, groups, and/or the whole	individuals, groups, and/or the whole class by
	• The SLP fails to address	class by offering explanations that	offering explanations that clarify the process or
	misconceptions.	clarify the process or concept.	concept and by facilitating opportunities for self-
		• The SLP addresses misconceptions as	correction.
		they arise.	• The SLP anticipates and addresses
			misconceptions.

# SPEECH & LANGUAGE PATHOLOGIST RUBRIC (SLP)

#### C.6: The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Session effectiveness	• The SLP misjudges and/or makes an	• The SLP makes an accurate assessment	• The SLP makes a thoughtful and accurate
	inaccurate assessment of the session's	of the session's effectiveness and the	assessment of the session's effectiveness and the
	effectiveness or the extent to which	extent to which it achieved its goals by	extent to which it achieved its goals, citing
	the instructional goals of the session	citing examples from the session.	specific examples from the session's strengths
	were met.	• The SLP clearly communicates the	and/or weaknesses related to the session's
	-or-	explanation of the evidence.	objectives.
	• The SLP does not address the		• The SLP clearly communicates the explanation
	session observed.		of the evidence.
	-or-		
	• The SLP did not submit the		
	Evidence of Reflection form.		
	• The SLP does not clearly		
	communicate the explanation of the		
	evidence.		
Student Engagement	• The SLP makes inaccurate	• The SLP makes an accurate assessment	• The SLP makes a thoughtful and accurate
	assessment of the level of student	of the level of student engagement,	assessment of the level of student engagement,
	engagement.	listing positive and negative examples of	addressing specific examples of positive and/or
	-or-	student actions.	negative student actions.
	• The SLP did not submit the	• The SLP clearly communicates the	• The SLP clearly communicates the explanation
	Evidence of Reflection form.	explanation of the evidence.	of the evidence.
	• The SLP does not clearly		
	communicate the explanation of the		
	evidence.		
Future Planning	• The SLP does not explain why	• The SLP offers appropriate	• The SLP offers insightful explanations for why
	changes may or may not be necessary.	explanations for why the assessment	the assessment choices, SLP's contributions to
	• The SLP gives up and/or blames the students or the environment for the	choices, SLP's contributions to	meetings, or future instruction would not be
	students or the environment for the students' lack of success.	meetings, or future instruction would not	changed. -and/or-
		be changed. -and/or-	• The SLP offers insightful explanations and
	-or- • The SLP does not address the		• The SLP others insightful explanations and constructive suggestions for why the assessment
	session observed.	• The SLP offers appropriate explanations and specific suggestions for	choices, SLP's contributions to meetings, or
	-or-	why the assessment choices, SLP's	future instruction would be changed.
	•The SLP did not submit the Evidence	contributions to meetings, or future	• The SLP clearly communicates the explanation
	of Reflection form.	instruction would be changed.	of the evidence.
	• The SLP does not clearly	• The SLP clearly communicates the	
	communicate the explanation of the	explanation of the evidence	
	evidence.		
	• • • • • • • • • • • • • • • • • • • •		

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

# DOMAIN D: PROFESSIONALISM

# **D.1:** The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)	
Collaboration with Teacher and Other Professionals	• The SLP does not collaborate with	<ul> <li>The SLP demonstrates collaboration by sharing results of assessments with other professionals. The SLP seeks information on student performance from the teacher.</li> <li>The SLP clearly communicates an explanation of the evidence.</li> </ul>	<ul> <li>The SLP demonstrates effective professional collaboration by sharing results of on-going assessments of student's performance. The SLP seeks information on student performance from the teacher. The SLP keeps documentation of teacher collaboration and/or meetings.</li> <li>The SLP clearly communicates an explanation of the evidence.</li> </ul>	
Collaboration with IEP Team	<ul> <li>Another school designee must convene the team, the SLP gives minimal cooperation with needed paperwork, and speech terms dominate the language requiring translation for the team members to understand.</li> <li>The SLP does not clearly communicate the evidence.</li> </ul>	<ul> <li>The SLP convenes the team when the IEP is due. All forms are at hand but may not be completed, and language includes speech terms with are unclear to some team members.</li> <li>The SLP clearly communicates an explanation of the evidence.</li> </ul>	<ul> <li>The SLP convenes the team when the IEP review is due. All forms are ready, with language clear to all team members.</li> <li>The SLP clearly communicates an explanation of the evidence.</li> </ul>	
Needs of the Student	<ul> <li>The present level of performance is given as a generic statement; the needs of the student are defined by the SLP's program.</li> <li>The SLP does not clearly communicate the evidence.</li> </ul>	<ul> <li>The present level of performance is stated with general agreement of the team; the needs of the student are developed in consideration of communication development.</li> <li>The SLP clearly communicates an explanation of the evidence.</li> </ul>	supporting evidence is provided; the needs of the student are developed in consideration of communication needs for classroom performance.	

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

D.2: The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.

Elements		Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)	
Communication	with	• The SLP does not provide progress	• The SLP demonstrates clear and	• The SLP demonstrates clear and effective	
Parents		information to the families.	effective communication with the	communication with the student's parents/family	
			student's parents/family by providing	by providing progress information and sharing	
			progress information to families of	the results of on-going assessment to families of	
			program students as designated in the	program students as designated in the IEP. The	
			IEP. The SLP seeks information on	SLP actively seeks information on student	
			student performance from the parent.	performance from the parent. The SLP	
				encourages the parent's involvement in the	
				therapeutic process. The SLP provides relevant	
				information on speech/language disorders.	

# **D.3:** The SLP establishes and maintains professional relationships with peers and team members and functions as a member of an Intervention Assistance Team (when included as a team member by the school), participates in staff, district and school initiatives.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional	• The SLP does not respond top the	• The SLP demonstrates the	• The SLP demonstrates the establishment of
Relationships	needs of staff members and/or attends	establishment of professional	professional relationships by actively
	Intervention Assistance Team	relationships by actively participating in	participating in the Intervention Assistance
	meetings when invited.	the Intervention Assistance Team and	Team and supporting the team developing and
	• The SLP does not clearly	supporting the team developing and	implementing decisions. The SLP responds to
	communicate the evidence.	implementing decisions. the needs and concerns of school staff men	
		• The SLP clearly communicates an as it relates to students not directly serviced	
		explanation of the evidence. an IEP.	
			• The SLP clearly communicates an explanation
			of the evidence.

# <u>SPEECH & LANGUAGE PATHOLOGIST RUBRIC</u> (SLP)

**D.4:** The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

Elements	Needs Improvement (1)	Proficient (2)	Exceeds Expectations (3)
Professional Knowledge	• The SLP does not participate in	• The SLP participates in required	• The SLP participates in required school/district
and Therapeutic Skills	school/district professional	school/district professional development	professional development activities and
	development activities.	activities and in additional designed to	
		improve professional knowledge and	
		therapeutic skills.	professional development activities designed to
			improve professional knowledge and therapeutic
			skills.
Application	• There is no evidence that the SLP	• The SLP consistently implements and	• The SLP consistently implements and
	implements knowledge gained	describes therapeutic applications of	
	through professional development.	knowledge gained though required	gained though required and SLP-selected
	•The SLP does not clearly	professional development.	professional development.
	communicate the evidence.	• The SLP clearly communicates an	• The SLP clearly communicates an explanation
		explanation of the evidence.	of the evidence.

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

# SPEECH & LANGUAGE PATHOLOGIST (SLP) OBSERVATION FORM

SLP:	Evaluator:
Situation Observed:	Building:
Observation Dates:	Length of Observation: from to

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

# (1) Needs Improvement (2) Proficient (3) Exceeds Expectations

A. PLANNING AND PKEPAKING FOK LEAKNING			
A.1 The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students'			
academic needs, cultural heritage, interests and community.			
A.2	The SLP demonstrates the ability to follow due process procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education (IDEA) and completes required due process paperwork.		
A.3 The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward th IEP objectives.			

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

B. CREATING AN ENVIRONMENT FOR LEARNING		
B.1 The SLP creates an inclusive and caring environment in which each individual is respected and valued.		
B.2 The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions maximize instructional time.		
B.3 The SLP manages and monitors student behavior to maximize instructional time.		

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

#### C. TEACHING FOR LEARNING

C.	2.1 The SLP communicates the objectives from the Individual Education Plan (IEP	P) and the directions and procedures for the daily	
	activities to the students.		
C.	2.2 The SLP demonstrates content knowledge of speech and language development a	and therapy techniques.	
C.	The SLP conducts the therapy session, addressing the specific areas of disability	delineated on the IEP.	
C.	The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student		
	engagement.		
C.	C.5 The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.		
C.	2.6 The SLP reflects upon the session's effectiveness and uses that reflection in plan	ning future instruction.	

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

D. PROFESSIONALISM		
D.1	The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.	
D.2	The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.	
D.3	The SLP establishes and maintains professional relationships with peers and team members and functions as a member of an Intervention Assistance Team (when included as a team member by the school). The SLP participates in staff, district and school initiatives.	
D.4	The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.	

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

#### Evaluator's Signature\_

Distribution: SLP

Evaluator

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

#### SPEECH & LANGUAGE PATHOLOGIST (SLP) EVALUATION REPORT

SLP:\_\_\_\_\_\_Building Assignment(s):\_\_\_\_\_\_ Observation Dates:\_\_\_\_\_\_

Evaluator:\_\_\_\_\_ Building:\_\_\_\_\_ Conference Date:\_\_\_\_\_

#### A. PLANNING AND PREPARING FOR LEARNING

[insert text, expand as needed]

#### **B. CREATING AN ENVIRONMENT FOR LEARNING**

[insert text, expand as needed]

#### C. TEACHING FOR LEARNING

[insert text, expand as needed]

#### **D. PROFESSIONALISM**

[insert text, expand as needed]

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

Evaluator's Signature	Date
SLP's Signature	Date

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

Distribution: SLP

Education Center

# BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT SUMMARY OF INSURANCE SPECIFICATIONS -- (CONSORTIUM PLAN 1(A)

Benefits	Network	Non-Network Facility Charges
Benefit Period	January 1 <sup>st</sup> through Decembe 31 <sup>st</sup>	
Dependent Age Limit	26; Removal u	upon Birthdate
Working Spouse Language	Applies to Medic	ug
Pre-Existing Condition Waiting Period	No	
Blood Pint Deductible	0 pi	
Lifetime Maximum	Unlin	
Benefit Period Deductible - Single / Family <sup>1</sup>	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	\$250 / \$500	\$500 / \$1,000
Maximum Out-of-Pocket Including Deductible - Single / Family	\$350 / \$700	\$700 / \$1,400
Physician/Office Services		
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$10 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Preventative Services		
Office Visit / Routine Physical Exam (Age 21 and older) <sup>2</sup>	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 21) <sup>2</sup>	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Lab, X-rays and Medical Tests (All ages)	100%	70% after deductible
Routine Colonoscopy and Sigmoidoscopy Services (All ages)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible

Benefits	Network	Non-Network Facility Charges
Physical Therapy, Occupational Therapy and Chiropractic	90% after	70% after
Therapy - Facility and Professional (Professional subject to medical review after 20 visits per benefit period)	deductible	deductible
Speech Therapy - Facility and Professional (Professional	90% after	70% after
subject to medical review after 10 visits per benefit period)	deductible	deductible
Cardiac Rehabilitation	90% after	70% after
	deductible	deductible
Emergency use of an Emergency Room	\$50 copay,	then 100%
Non-Emergency use of an Emergency Room <sup>3</sup>	\$50 copay, then 100%	\$50 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after	70% after
	deductible	deductible
Maternity	90% after	70% after
	deductible	deductible
Skilled Nursing Facility	90% after	70% after
	deductible	deductible
Additional Services		
Ambulance	90% after	70% after
	deductible	deductible
Durable Medical Equipment including Prosthetics Appliances	90% after	70% after
and Orthotic Devices	deductible	deductible
Home Healthcare	90% after	70% after
	deductible	deductible
Hospice	90% after	70% after
	deductible	deductible
Organ Transplants	90% after	70% after
	deductible	deductible
Private Duty Nursing	90% after	70% after
	deductible	deductible
Mental Health and Substance Abuse – Federal Mental Healt		
Inpatient Mental Health and Substance Abuse Services	Benefits paid	
Outpatient Mental Health and Substance Abuse Services	corresponding r	nedical benefits
Prescription Drug	-	
Retail Program without Oral Contraceptive Coverage	\$5 Generic / \$10	
(Additional Covered Benefits: Anorexiants (Weight Loss	/ \$18 Non For	mulary Brand
Medications); Exclusions: Immunization Agents)- 34 Day		
Supply		
Mail Order Program without Oral Contraceptive Coverage	\$10 Generic /	
(Additional Covered Benefits: Anorexiants (Weight Loss	Brand / \$36 Non	Formulary Brand
Medications); Exclusions: Immunization Agents) - 90 Day Supply		

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certification will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>&</sup>lt;sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>&</sup>lt;sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>&</sup>lt;sup>3</sup>Copay waived if admitted. The copay applies to room charges only.

# MEMORANDUM OF AGREEMENT CONCERNING SUPERINTENDENT'S MEMORANDUM ON STAFF MEETINGS

In order to resolve concerns raised by the B.E.A. concerning the efficient and effective communication to staff members, the Superintendent will issue a memorandum to all building administrators reminding them about the demands placed on staff as a result of the number of meetings throughout the workday and encouraging them to use written forms of communications in lieu of staff meetings where that information can be effectively communicated without the need for staff input and interaction. The memorandum will further encourage administrators to limit the duration and frequency of routine building staff meetings to no more than one (1) hour per month. The memorandum will further advise building administrators to allow for individual circumstances where a teacher is unable to attend a staff meeting or must leave early because of a professional or family conflict (e.g., child care, doctor appointments, supplemental contracts, etc.).

# New Schedule - 2020-21 (Y5)

		1	2	3	4	5	6	7	8	9	-
Step	2000	BA	BA+9	BA+18	BA+30	MA	MA+9	MA+18	MA+30	MA+42	Ste
	2.0%	S AN ALL	3.0%	2.98	3.8%	1.8%	2.78	2.6%	3.48	3.3%	
1		\$43,927	\$45,245	\$46,562	\$48,320	\$49,198	\$50,516	\$51,833	\$53,591	\$55,348	
	112	1.0000	1.0300	1.0600	1.1000	1.1200	1.1500	1.1800	1.2200	1.2600	
2	3.0%	\$45,245	\$46,603	\$47,959	\$49,770	\$50,674	\$52,032	\$53,388	\$55,199	\$57,008	2
	No. Oa	1.0300	1.0609	1.0918	1.1330	1.1536	1.1845	1.2154	1.2566	1.2978	
3	3.0%	\$46,602	\$48,001	\$49,398	\$51,263	\$52,194	\$53,593	\$54,990	\$56,855	\$58,718	1.00
	a de la	1.0609	1.0927	1.1245	1.1670	1.1882	1.2200	1.2518	1.2943		2
4	3.0%	\$48,000	\$49,441	\$50,880	\$52,801	\$53,760	\$55,200	\$56,640	\$58,560		-
		1.0927	1.1255	1.1583	1.2020	1.2238	1.2566	1.2894	1.3331		4
5	3.0%	\$49,440	\$50,924	\$52,406	\$54,385	\$55,373	\$56,856	\$58,339	\$60,317		-
		1.1255	1.1593	1.1930	1.2381	1.2606	1.2943	1.3281	1.3731		4
	3.0%	\$50,923	\$52,452	\$53,979	\$56,016	\$57,034	\$58,562	\$60,089	\$62,127		-
6	5.05	1.1593	1.1941	1.2288	1.2752	1.2984	1.3332	1.3679	1.4143		
1000	2.08	and the second se		A DECEMBER OF A			and the second s				
7	3.0%	\$52,451	\$54,025	\$55,598	\$57,697	\$58,745	\$60,319	\$61,892	\$63,990		
		1.1941	1.2299	1.2657	1.3135	1.3373	1.3732	1.4090	1.4567	1.5045	
8	3.0%	\$54,025	\$55,646	\$57,266	\$59,428	\$60,507	\$62,128	\$63,748	\$65,910		E
-	1.14.14	1.2299	1.2668	1.3037	1.3529	1.3774	1.4144	1.4512	1.5004	1.5496	-
9	3.0%	\$55,645	\$57,315	\$58,984	\$61,210	\$62,322	\$63,992	\$65,661	\$67,887		9
	1.1.1	1.2668	1.3048	1.3428	1.3935	1.4188	1.4568	1.4948	1.5455		
10	3.0%	\$57,315	\$59,035	\$60,753	\$63,047	\$64,192	\$65,912	\$67,631	\$69,924	\$72,216	1
11	14 (b.)	1.3048	1.3439	1.3831	1.4353	1.4613	1.5005	1.5396	1.5918	1.6440	-
	3.0%	\$59,034	\$60,806	\$62,576	\$64,938	\$66,118	\$67,889	\$69,660	\$72,022	\$74,383	1
-	100	1.3439	1.3842	1.4245	1.4783	1.5052	1.5455	1.5858	1.6396	1.6933	-
12	3.0%	\$60,805	\$62,630	\$64,453	\$66,886	\$68,101	\$69,926	\$71,749	\$74,182	\$76,614	14
		1.3842	1.4258	1.4673	1.5227	1.5503	1.5919	1.6334	1.6888	1.7441	
13	3.08	\$62,629	\$64,509	\$66,387	\$68,893	\$70,144	\$72,024	\$73,902	\$76,408	\$78,912	13
		1.4258	1.4685	1.5113	1.5684	1.5968	1.6396	1.6824	1.7394	1.7964	
14	3.0%	\$64,508	\$66,444	\$68,378	\$70,960	\$72,249	\$74,185	\$76,119	\$78,700	\$81,280	14
	1	1.4685	1.5126	1.5566	1.6154	1.6447	1.6888	1.7329	1.7916	1.8503	
	3.0%	\$66,443	\$68,437	\$70,430	\$73,088	\$74,416	\$76,410	\$78,402	\$81,061	\$83,718	
15		1.5126	1.5580	1.6033	1.6639	1.6941	1.7395	1.7848	1.8454	1.9058	1
16	2.08	\$67,772	\$69,806	\$71,838	\$74,550	\$75,904	\$77,938	\$79,971	\$82,682	\$85,393	00
		1.5428	1.5891	1.6354	1.6971	1.7280	1.7743	1.8205	1.8823	1.9440	1
	2.0%	\$69,128	\$71,202	\$73,275	\$76,041	\$77,423	\$79,497	\$81,570	\$84,336		taria.
17	2.00	1.5737	1.6209	1.6681	1.7311	1.7625	1.8098	1.8569	1.9199		17
	2.0%	\$70,510	\$72,626	\$74,741	\$77,562	\$78,971	\$81,087	\$83,201	\$86,023	and a second	
18	2.05								1.9583		1
19	0.01	1.6052	1.6533	1.7015	1.7657	1.7978	1.8460	1.8941		2.0225	
	2.0%	\$71,921	\$74,079	\$76,235	\$79,113	\$80,550	\$82,709	\$84,865	\$87,743	the second s	19
20 21	0.00	1.6373	1.6864	1.7355	1.8010	1.8337	1.8829	1.9320	1.9975	2.0630	Ale
	2.0%	\$73,359	\$75,560	\$77,760	\$80,696	\$82,161	\$84,363	\$86,563	\$89,498	\$92,432	20
		1.6700	1.7201	1.7702	1.8370	1.8704	1.9205	1.9706	2.0374	2.1042	-
	2.08	\$74,826	\$77,072	\$79,315	\$82,310	\$83,805	\$86,050	\$88,294	\$91,288	\$94,280	23
		1.7034	1.7545	1.8056	1.8738	1.9078	1.9589	2.0100	2.0782	2.1463	
22	2.0%	\$76,323	\$78,613	\$80,902	\$83,956	\$85,481	\$87,771	\$90,060	\$93,114	\$96,166	22
	1.22	1.7375	1.7896	1.8417	1.9113	1.9460	1.9981	2.0502	2.1197	2.1892	
23	2.0%	\$77,849	\$80,185	\$82,520	\$85,635	\$87,190	\$89,527	\$91,861	\$94,976	\$98,089	23
	1.5	1.7722	1.8254	1.8786	1.9495	1.9849	2.0381	2.0912	2.1621	2.2330	23
24	2.0%	\$79,406	\$81,789	\$84,170	\$87,348	\$88,934	\$91,317	\$93,698		\$100,051	-
24		1.8077	1.8619	1.9161	1.9885	2.0246	2.0788	2.1330	2.2054	2.2777	2
25	2.0%	\$80,994	\$83,425	\$85,854	\$89,094	\$90,713	\$93,144	\$95,572	the second se	\$102,052	-
		Contraction of the local		1.9545			A REAL PROPERTY OF				28