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MASTER AGREEMENT

between the

BEDFORD EDUCATION ASSOCIATION

and the

**BEDFORD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

EFFECTIVE July 1, 2019-- June 30, 2022

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Bedford City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2016 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Bedford City School District, Ohio, and the Superintendent of Schools of the Bedford City School District, Ohio, hereby certify that the District has in effect the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs during the duration of the attached contract on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: _____, 2019

Treasurer, Board of Education
Bedford City School District, Ohio

President, Board of Education Bedford
City School District, Ohio

Superintendent of Schools
Bedford City School District, Ohio

2019 MASTER AGREEMENT NEGOTIATING TEAM

ADMINISTRATION

Dr. Andrea Celico, Superintendent
Dr. Cassandra Johnson, Assistant Superintendent
Jerry Zgrabik, Business Manager
Kenneth Elder, Director of Pupil Services
Felice Willis, Director of Secondary Education
Kim Sterlekar, BHS Associate Principal

BEDFORD EDUCATION ASSOCIATION

Doug Dressman, Professional Negotiator
Trish Duncan, BEA President
Stephanie Moio, Teacher
Amy Rumskey, Teacher
Cheryl Tanski, Teacher
Lauren Gigliotti, Teacher

Table of Contents

CERTIFICATE 2

Table of Contents 4

ARTICLE I — DEFINITION OF THE AGREEMENT 8

ARTICLE II — AGREEMENT CONDITIONS AND CONTINGENCIES 8

 Length of Agreement 8

 No Work Interruption Clause..... 8

 Legality of Provisions 8

ARTICLE III – RECOGNITION 9

ARTICLE IV - NEGOTIATIONS PROCEDURES..... 9

 Preamble 9

 Principles..... 9

 Professional Staff Members 10

 Negotiating Procedures 10

 Negotiations Time Limit..... 11

 Definitions..... 11

 Representation..... 11

 Information 12

 Caucuses 12

 Protocol..... 12

 Item Agreement 12

 Mutually Agreed Upon Dispute Resolution Procedure 13

 Exclusivity of Procedure..... 13

 Waiver of Negotiations 13

 Publication 13

ARTICLE V — BOARD OF EDUCATION RIGHTS — ASSOCIATION RIGHTS..... 14

 Board of Education Rights..... 14

 Association Rights 14

 Association Business 15

 Board and Association Communications/Meetings..... 16

 Teacher Evaluation 17

 Local Professional Development Committee 19

 Right to Representation..... 20

Association Dues	20
Master Teacher Committee.....	22
ARTICLE VI — GRIEVANCE PROCEDURES	24
ARTICLE VII — REDUCTION IN FORCE.....	28
Attrition.....	28
Reduction Other Than by Attrition.....	28
Recall	31
Reassignment	33
Notification of Professional Staff Members	33
Reduction in Force Transfer	33
Retirement, Resignation, and Leave Announcement.....	33
ARTICLE VIII — LEAVES	35
Sick Leave.....	35
Transfer of Sick Leave.....	37
Other Employees.....	37
Personal Emergency Leave.....	37
Payment for unused sick/personal emergency leave	38
Religious Leave	39
Bereavement Leave.....	40
Parental Leave.....	40
Legal Commitments and Transactions.....	41
Military	42
Professional Purposes	42
Sabbatical Leave for Professional Study, Travel or Research.....	43
Health and Hardship	44
Public Service Leave.....	44
Federal Family and Medical Leave Act.....	44
ARTICLE IX — SEVERANCE PAY	45
ARTICLE X — TEACHING ASSIGNMENTS	49
Secondary School Counselor Assignments	50
Pupil Services.....	50
Relocation of Professional Staff Members	50
Professional Staff Openings During the School Year.....	50
Requests for Reassignment.....	50

Summer School.....	51
Adult and Community Education Program.....	51
ARTICLE XI — CURRICULUM.....	52
Curriculum Development.....	52
Curriculum Changes	52
Academic Freedom	53
In-service Programs	53
ARTICLE XII — INSTRUCTION	54
Philosophy.....	54
Pupil-Teacher Ratio	55
Class Load.....	56
Elementary Planning Time	56
Student Services Handbook	58
Lesson Plans.....	58
After School Meetings/Teachers’ Meetings	58
Parent-Teacher Conference Time	60
Open House and Evening Activities	62
Loss of Planning Time	62
Split Classes	62
Professional Development	63
Mentorship Program/Entry Year Program.....	64
Peer Coaching Program	64
Teacher-Student-Parent Relationships.....	65
Technology	65
ARTICLE XIII — TEACHER RIGHTS AND RESPONSIBILITIES	66
Professional Obligations Beyond Classroom Duties	66
Parent Meetings	66
Professional Meetings.....	66
School Buildings - New Construction, Closings	67
Involuntary Transfer	67
Professional Personnel Records and Services.....	67
Teaching Environment.....	69
Student Assistance	69
Pay Dates	70

School Closings Due to Extreme Weather and Road Conditions.....	70
Student Discipline and Professional Staff Member Protection.....	72
Student Discipline.....	73
Assaults on Professional Staff Members	73
Complaints Against Professional Staff Members	74
Progressive Discipline	75
ARTICLE XIV — COMPENSATION AND BENEFITS.....	77
Longevity Pay	77
Tuition Reimbursement	78
Contract Pay.....	79
ARTICLE XV — COACHING AND CO-CURRICULAR COMPENSATION	87
Supplemental Contracts	87
Publicizing Openings for Supplemental Contracts.....	88
ARTICLE XVI — CAREER AND TECHNICAL EDUCATION (VOCATIONAL TEACHERS).....	89
ARTICLE XVII — REEMPLOYMENT OF RETIRED TEACHERS.....	90
ARTICLE XVIII – RESIDENT EDUCATOR.....	91
ARTICLE XIX - CALENDAR	93
GRIEVANCE FORMS	94
SALARY INDEX FOR 2019-2020.....	101
SALARY INDEX FOR 2020-2021	102
SALARY INDEX FOR 2021-2022	103
COACHING SUPPLEMENTAL SALARY SCHEDULE SCHOOL YEAR - 2019-2020.....	104
COACHING SUPPLEMENTAL SALARY SCHEDULE	108
SCHOOL YEAR 2020-2021	108
COACHING SUPPLEMENTAL SALARY SCHEDULE	111
SCHOOL YEAR 2021-2022	111
NON-COACHING SUPPLEMENTAL SALARY SCHEDULE	114
Application for Continuing Contract	117
TEACHER’S LIMITED CONTRACT.....	118
TEACHER’S CONTINUING CONTRACT.....	119
TEACHER’S SUPPLEMENTAL CONTRACT.....	120
Spouse Eligibility Certification.....	121
LEGACY FAIR SHARE FEE	130
Memorandum of Understanding -- #1	133

ARTICLE I — DEFINITION OF THE AGREEMENT

This Master Agreement contains those items mutually agreed to through the negotiations process between the Bedford Education Association, an affiliate of the National Education Association, Ohio Education Association and the Northeastern Ohio Education Association, and the Bedford Board of Education. The provisions contained herein are binding on both parties for the agreed upon term of this Agreement

ARTICLE II — AGREEMENT CONDITIONS AND CONTINGENCIES

Length of Agreement

2.1 This Agreement shall be effective from July 1, 2019, through June 30, 2022.

No Work Interruption Clause

2.2 During the duration of this Agreement, neither the Association, its agents nor the professional staff members represented by the Association shall engage in, sanction or approve any strikes, slowdowns, withholding of services, study days or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

2.21 The Board agrees that the school year consists of 186 days except for beginning professional staff members for orientation which shall be 189 days. Once the calendar is adopted for the school year, it will remain in effect for the duration of that school year except for circumstances beyond the control of the Board that will directly affect the safety and welfare of the students and/or staff. The Association President and professional negotiations chairperson shall be advised in advance of any change in the calendar under this exception. The Association may take any dispute to expedited arbitration in accordance with the rules of the American Arbitration Association (“AAA”).

Legality of Provisions

2.3 If any provision of this Agreement or any application thereof to any professional staff member or group of professional staff members is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. When a provision is deemed contrary to law, the parties will meet within fifteen (15) days upon written notification from either side for the purpose of resolving the problem.

ARTICLE III – RECOGNITION

- 3.1 The Board recognizes the Association as the exclusive representative and negotiations representative for all employees defined as “teachers” (Ohio Revised Code §3319.09), unless specifically excluded, employed by the Board on limited or continuing contracts and who hold a certificate from the State of Ohio Department of Education. This recognition shall exclude all employees who are solely administrators or supervisors. This recognition shall exclude all employees who are nurses, substitutes, or hourly tutors. All references to “Professional Staff” in this Agreement shall mean a member of the negotiating unit as defined herein.
- 3.2 The rights of the Association as set forth in this agreement are continuous unless challenged pursuant to Section 4117 of the Ohio Revised Code and the rules and regulations of the State Employment Relations Board (SERB).
- 3.3 The recognition of the Association will not prevent any professional staff or group of professional staff from requesting a hearing to present information to the Superintendent or Board.

ARTICLE IV - NEGOTIATIONS PROCEDURES

Preamble

- 4.1 Recognizing that providing a high-quality education for the children of the Bedford City Schools is the paramount aim of this School District and that good morale in the professional staff is necessary for the best education of the children, we do hereby declare that:

The Board, under law, has the final responsibility of establishing policies for the District.

The Superintendent and his/her staff have the responsibility of carrying out the policies established.

The professional staff members have the responsibility, within the framework of established policies and regulations, for providing the best possible education in the classroom.

- 4.12 The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of its delegated representatives and for the representatives of the Association, to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

Principles

- 4.2 Attainment of objectives for the educational program of the Bedford City School District requires mutual understanding and cooperation among the Board, the Superintendent,

his/her staff, and the professional staff members. Therefore, free and open exchange of views is desirable and necessary with all parties participating with good faith, in deliberation leading to determination of matters of mutual concern.

Professional Staff Members

4.21 It is recognized that:

Teaching is a profession requiring the possession of specialized educational qualifications.

The success of the educational program depends upon the services of qualified and competent professional staff members who are reasonably satisfied with the conditions under which their services are performed.

Negotiating Procedures

4.3 All rules necessary for conducting negotiations and not covered by this Agreement, such as collaborative bargaining, shall be discussed and agreed upon at the initial meeting. If agreement is not reached, the rules as written will stand.

4.31 Negotiations shall begin at a mutually agreeable time or within 120 days prior to the expiration of the Agreement. Written notification from the Association shall be addressed to the Superintendent of Schools and from the Board shall be addressed to the President of the Association.

4.32 Not later than the first day of March of the calendar year in which this Agreement terminates, an initial meeting will be held at which the parties will submit written items for negotiations by topic and an agenda will be set. Thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

4.33 On or before the second session, the Board and the Association shall exchange complete packages containing the initial proposals of each.

4.34 Meetings between the Association P.N. Committee and the Superintendent or his/her official representative(s) will be scheduled for a mutually satisfactory place and time.

4.35 Times and dates shall be set through mutual agreement. No meeting shall adjourn until the date of the next meeting is set.

4.36 Meetings shall be held in the board room at the administration building or other locations acceptable to both committees.

4.37 All proposals and counterproposals shall be presented in written form unless there is mutual agreement to do otherwise.

- 4.38 The proposals shall be negotiated one by one, passing to the next proposal after a tentative agreement has been reached unless there is mutual agreement to follow other procedures.
- 4.381 During the period of consideration, interim reports of progress may be made to the Association by its representative and to the Board by the Superintendent.
- 4.382 There shall be two (2) signed and countersigned copies of all tentative, mutually agreed solutions, one (1) for each committee. It is understood that such signing shall be tentative only, subject always to final agreement on all proposals.

Negotiations Time Limit

- 4.4 Items under negotiations must be resolved to the mutual satisfaction of both parties by June 1. However, if both parties agree, a mutually agreed upon extension of time may be granted. If no agreement is reached, the Disagreement Procedures outlined in this document shall be implemented.

Definitions

- 4.5 “Negotiable Items” are salaries, fringe benefits and conditions of employment.
- 4.51 “Good Faith” involves coming to the negotiating table with the intention of negotiation. Good faith requires that the Board and/or Administration and the Association be willing to react to each other’s proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counterproposals. Good faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

Representation

- 4.6 The Board or its designated representatives shall meet with the Association’s designated representatives to negotiate in good faith. Each team shall limit its representatives to no more than seven (7) members. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted or will obtain all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Each team will identify its team members at the initial meeting.

- 4.61 Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. Unless otherwise agreed upon, no more than one (1) consultant per team shall be present.

Information

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

Caucuses

- 4.8 The chairperson of either group may caucus his/her group for independent discussion at any time.

Protocol

- 4.9 No action to coerce, censure or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

Item Agreement

- 4.91 All mutually agreed solutions shall become a part of a tentative package which shall be final only when all proposals have been acted upon and approved by the members of the Association and the Board. This package shall be offered to members of the Association for action.
- 4.911 The President of the Association shall notify the Superintendent in writing of the action taken by the Association. If the package is approved by members of the Association, the Superintendent shall submit it to the Board. Upon official adoption by the Board, the Agreement shall be signed by both parties. The resulting Agreement shall constitute a modification of the Master Agreement.

Mutually Agreed Upon Dispute Resolution Procedure

- 4.92 If agreement is not reached by thirty (30) days prior to expiration of this contract, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service.

Exclusivity of Procedure

- 4.921 The negotiations procedure set forth in this article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 4.92 of this article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this contract (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

Waiver of Negotiations

- 4.93 Unless mutually agreed upon the Board and the Association voluntarily waive the right to negotiate during the life of this Agreement. The waiver applies to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Agreement. The waiver is effective even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiations were being conducted or at the time the party signed this Agreement.

Publication

- 4.94 The Board and Association shall share equally the cost of printing this Agreement.

ARTICLE V — BOARD OF EDUCATION RIGHTS — ASSOCIATION RIGHTS

Board of Education Rights

- 5.0 The Board of Education shall have the right to:
 - 5.01 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
 - 5.02 Direct, supervise, evaluate, or hire employees.
 - 5.03 Maintain and improve the efficiency and effectiveness of governmental operations.
 - 5.04 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
 - 5.05 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
 - 5.06 Determine the adequacy of the work force.
 - 5.07 Determine the overall mission of the employer as a unit of government.
 - 5.08 Effectively manage the work force.
 - 5.09 Take actions to carry out the mission of the public employer as a governmental unit.

Association Rights

- 5.10 The Association and its representatives shall have the right to use school buildings, equipment and facilities under the same rules as any other school or community organization, assuming it does not interfere with normal school operations. The Association will assume the cost of any materials incurred by such use.
- 5.11 The Association shall have the right to specify two (2) after-school meeting days per month. The Association shall submit the list of meeting days for the school year to the Superintendent by May 1 of the previous year. No district meetings will be scheduled on the first working Thursday of each month, as these dates will be reserved for Association business. Reasonable effort will be made in an attempt to avoid scheduling meetings on days when the Association is holding general membership meetings.
- 5.12 Representatives of the Association to workshops, seminars, and/or conventions sponsored by NEA, OEA, NEOEA shall be granted up to an accumulated total of

twenty (20) teacher days for professional leave. However, if a finding from state audit puts any financial penalty on this policy, now or in the future, this sum shall be assessed to the Association. Additional professional leave shall be considered as outlined under “Professional Purposes.”

- 5.13 **Release Time President.** No later than May 15 each school year, the Association shall provide written notice of the name of the BEA President for the following school year; such notice will be provided to the Assistant Superintendent and the BEA President for the following school year’s building principal. In addition, no later than April 15 in each BEA President election year, the Association shall provide in written notice the names of those candidates running for the BEA President position; such notice will be provided to the Assistant Superintendent and to each candidate’s building principal.

The Board will create the duty assignment of BEA President Duty that shall be one period per school day (but never to exceed 50 minutes) for the purpose of the BEA President performing responsibilities/tasks related to that position. With sufficient written notice identified above, in the master schedule developed for the start of the school year, the Association President (one person) will be assigned to the BEA President Duty. The District will make its best effort to schedule the duty assignment as the first class period of the day, or as the last class period of the day, or before or after a teaching planning period; such scheduling decision is not grievable. If the individual holding the BEA President position changes during the school year, the Board will make a good faith effort to provide the new president with a BEA President Duty, but that BEA President Duty is not guaranteed

Nothing in this Article 5.13 alters that the BEA President will continue to perform responsibilities/tasks related to the position at times other assigned BEA President Duty (e.g., grievance hearings scheduled after school hours). This Article 5.13 does not prevent the BEA President from being assigned to non-BEA President building-level duties.

Association Business

- 5.2 At the request of the Association, a leave of absence (part-time or full-time) with full pay shall be granted to one (1) Association officer for the year(s) for which he/she is elected. The Association shall reimburse the Board for the total or prorated cost of the officer’s salary and all benefits. The officer of the Association granted a leave of absence shall retain all rights and privileges to which he/she would have been entitled had he/she continued the performance of his/her duties in the Bedford City Schools during the leave of absence. At the commencement of the school year following the expiration of the leave of absence, the officer shall be returned to a position comparable to that which he/she occupied prior to the granting of the leave.

- 5.21 The Association will be permitted the use of bulletin board space in an area accessible to all professional staff members determined by the building principal. The Association shall have the right to reasonable distribution of Association material in the professional staff members' mailboxes or in district emails.
- 5.22 The Association shall have sufficient time on one (1) of the orientation day(s) to provide lunch for newly hired professional staff members at which time they will be afforded the opportunity to address new professional staff members.
- 5.23 Duly authorized representatives of the Association may conduct Association business on school property during the working day as long as it does not interfere with normal business of the school day.
- 5.24 The President, P.N. Chairperson, and the P.R. & R. Chairperson of the Association shall, with notice to the building office, be permitted to conduct Association business outside of his/her building during non-assigned time.
- 5.25 Any other duly authorized representatives shall receive permission from his/her principal before leaving a building to conduct Association business.

Board and Association Communications/Meetings

- 5.3 The Association representatives or professional staff members may attend all legal board meetings, receive an agenda, and can speak a reasonable length of time at the proper time on all matters that come before the Board. A copy of the agenda shall be provided to the Association President prior to Board meeting. The President of the Association shall be furnished with a copy of the minutes of the last Board meeting prior to the next Board meeting.
 - 5.31 This section does not extend the right to attendance at executive sessions of the Board.
 - 5.32 The Association and the Board or a committee representing the Board shall meet yearly on request with the Association representatives to discuss the financial position of the schools.
 - 5.33 The Board of Education's Policy Manual shall be available online (<http://www.bedford.k12.oh.us/Board>). Notice of a Board-adopted policy change shall be sent electronically to professional staff members, which shall include reference to the policy section that was changed.
 - 5.34 The Administration/Board and the Association shall seek to keep lines of communication open. The Administration/Board shall continue to provide professional staff members the opportunity for input and the Association shall encourage professional staff members to participate on committees which offer opportunities for professional staff member involvement.

5.35 While the Administration/Board intends to continue to involve professional staff members and seek their input, the Board retains the responsibility and authority for making those decisions as are required for the operation of the schools.

5.36 Quality Communications Forum (QCF)

The Board and the Association shall seek to keep lines of communication open through the Quality Communications Forum (QCF) to discuss any item of concern to the Association and/or administration. Meeting dates and times shall be mutually agreed upon. The Association shall have the President, Vice-President and Professional Rights and Responsibility Chairs present at all meetings. Administration will assign their representatives to this committee. Both sides reserve the right to have other persons present when they deem it appropriate.

Teacher Evaluation

5.4 Annually, but not later than February 1 of the school year, upon the request of the President of the Association or the Superintendent, a committee shall be appointed to examine the professional staff member evaluation forms and procedures. This committee shall consist of seven (7) professional staff members appointed by the President of the Association and seven (7) administrators appointed by the Superintendent of Schools. It shall be charged with developing recommendations that would improve the evaluation process.

5.41 The committee will by April 30 of the same school year present a written report to the Superintendent of Schools for presentation to the Board for its consideration and disposition. At the same time a copy of the report shall be sent to the Association President. The Superintendent will notify the Association President of the Board's disposition. The committee shall be dissolved after it presents its written report, or on April 30, whichever comes first.

5.42 Professional staff members shall be evaluated according to the evaluation procedures set forth in the Ohio Teacher and School Counselor Evaluation System Handbook which is by reference incorporated into and made a part of this Agreement.

It is the intention of the parties that the evaluation procedures contained in this Agreement shall supersede and be exclusively used instead of the provisions of R.C. 3319.11 and 3319.111 and that the evaluation procedures of those statutes shall not apply to members of this bargaining unit.

The administration must adhere to the timeline of teacher evaluation in order to non-renew professional staff members serving on a limited contract for reasons of poor performance.

5.43 Notice of Continuing Contract Eligibility

- 5.431 Each year on or about September 15, the office of Assistant Superintendent shall provide a memo to all teachers on limited contract setting out the criteria for eligibility for continuing contract. The memo also shall set out the options available in the event continuing contract status is not approved.
- 5.432 Teachers who believe they are or will be eligible for consideration for continuing contract status and will have completed the requirements by the final Board meeting in April of that school year and wish to be so considered shall complete the application form attached to the memo and return the form to the Assistant Superintendent by October 15th.
- 5.433 By November 15th, the building principal/evaluating administrator will confer with the teacher who has expressed an interest in being considered for continuing contract to discuss the process. A teacher who does not complete and return the form confirming his/her intent to be considered shall not be eligible for consideration for continuing contract status during that school year.
- 5.434 A teacher who expresses her/his intent to be considered and is not able to complete the steps required, or who wishes to withdraw from continuing contract consideration, shall notify her/his building principal/evaluating administrator of that fact not later than March 31. Such teacher shall not be eligible for continuing contract but shall not experience another employment consequence solely as a result of not completing the continuing contract eligibility requirements. Such teacher shall not be required to, but may elect to, apply for continuing contract consideration in a subsequent year.
- 5.435 The memo and application form are Appendix I to the contract. With respect to the application process for continuing contract consideration only, this provision shall supersede ORC Sections 3319.11 and 3319.111.

5.44 Compliance with Federal and State Law.

At the time of ratification of this agreement, the Association and Board agreed that the full extent of the obligations imposed upon the Board and members of the bargaining unit by The Every Student Succeeds Act (“ESSA”) is not clear. A legal compliance committee made up of four representatives of the Association appointed by the BEA President and four administrators appointed by the Superintendent is hereby established. The committee shall convene at the call of the BEA President and/or Superintendent to consider and recommend steps necessary to comply with ESSA to the Superintendent and BEA President. Should the committee recommend steps that conflict with one or more provisions of the agreement, the Board and the Association agreed to promptly engage in good

faith bargaining in an attempt to reach agreement on necessary modifications in contract provisions.

Local Professional Development Committee

- 5.5 The Board and the Association shall establish a Local Professional Development Committee (LPDC), in compliance with O.R.C. §3319.22 (SB 230). There shall be one (1) committee composed of six (6) members: the Association President and/or his or her designee, two (2) teachers selected by the Association, and the Assistant Superintendent and two (2) administrators appointed by the Superintendent or his/her designee. The approval process of the committee shall be three (3) teachers and two (2) administrators when a teacher licensure is considered and three (3) administrators and two (2) teachers when an administrator licensure or non-bargaining unit members are considered assigned on a rotating basis.
- 5.51 The length and term limit of the term of office for teacher Committee members of the LPDC shall be two (2) years on a staggered schedule. Vacancies occurring during a term shall be filled by the appointing authority. Claims of abuse of powers, or violations of confidentiality can be made by any interested party to either appointing body.
- 5.52 There shall be a process to appeal LPDC decisions:
1. Level One — Reconsideration by the LPDC submitted by the educator.
 2. Level Two — If satisfaction is not reached by the educator, that person may appeal through the second step by selecting a current or former professional staff member/administrator. The LPDC shall select a current or former professional staff member/administrator. These two educators become the appellate board and will select a third to round out the panel. They, as the complete appellate board, shall review the appealing educator's claims in the climate of the LPDC directives.
 3. Level Three — If satisfaction is not reached by the educator, that person may appeal through the third step by requesting a cooperative, neighboring school district to intercede and act as the final body. That school district(s) will be arranged through the LPDC.
 4. The Ohio judicial system acts as the court of last resort.
- 5.53 The LPDC shall determine the time, place and frequency of its meetings.
- 5.54 Expenses of the LPDC shall be borne by the Board of Education in compliance with O.R.C. 3319.22. However, release time will be provided as necessary during the school year for training purposes only, not to exceed five (5) days per year as determined by the Superintendent.

- 5.55 Payment to teachers for LPDC work outside the regular work day during the school year shall be paid pursuant to a supplemental salary contract (Category E). Reasonable expenses incurred by LPDC members shall be reimbursed by the Board.
- 5.56 No action of the LPDC shall bind the Board or the Association in any manner that may be contrary to any provisions of this Contract.
- 5.57 Members of the LPDC shall be indemnified for actions related to the proper performance of their duties as members of the LPDC except for malicious, willful or wanton acts.
- 5.58 As current literature pertaining to certification, retirement, legislation and other pertinent data is received, it will be placed in the prescribed places in each building.

Right to Representation

- 5.6 Members of the bargaining unit have the right to Association representation at a Board/Administration investigatory interview which the member of the bargaining unit reasonably believes might result in disciplinary action.

Association Dues

- 5.7 The parties agree to maintain as a Legacy Document in Appendix H the Fair Share Fee provisions contained in the negotiated agreement immediately prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented.

In the event there is such a change in law, the parties shall negotiate to agreement, any necessary changes to this legacy document prior to the document being placed back into the negotiated agreement.

5.71 Payroll Deduction of Association Dues

Bargaining unit members may authorize payroll deductions to be made by the Treasurer for payment of Association dues, by annually presenting to the Treasurer an authorization document. All authorization documents shall be presented to the Treasurer at the start of each school year by October 1, shall be signed by the member, and shall state the monthly deduction amount to be deducted for the school year. Such authorization shall be effective for the entire school year, unless the bargaining unit member is no longer employed in a position within the bargaining unit, or the authorization is revoked.

Deductions will commence in November, to be deducted on the first pay period of each month during the months of November through August. No deductions for dues will take place during the months of September and October. The deductions will be as nearly equal in amount as possible for the individual. The Board agrees to transmit the money electronically to the Association.

Should the bargaining unit member's employment with the district be severed (either voluntarily or otherwise) mid-year, the Board shall notify the Association's treasurer regarding the member's last work day, and total union dues paid year-to-date.

5.72 Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any costs or liability incurred as a result of the payroll deductions and/or payment and/or collection of dues from bargaining unit members provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to:
 - 1. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,
 - 2. permit the Association or its affiliates to intervene as a party if it so desires, and/or
 - 3. to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and
- D. The Board acted in good faith compliance with the Association Dues ~~provision of this Agreement~~; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such provision herein.

5.73 Exclusivity

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

5.74 Legal Compliance

The Association hereby assures the Board, its members, officers and administrative employees that the Association's procedure(s) for the payroll deductions and/or payment and/or collection of dues from bargaining unit members fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event such procedure(s) are challenged by any employee, deduction of Association dues for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

Master Teacher Committee

5.8 Definition

A "Master Teacher" demonstrates excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student learning. A master teacher strives for distinguished teaching and continued professional growth as specified by the Ohio Standards for Teaching Profession

A "classroom teacher" is any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.

5.81 Responsibilities

A District-wide Master Teacher Committee will be established in accordance with Senate Bill 2. 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.

Each Master Teacher Committee members will receive the rate of \$30 per initial teacher portfolio reviewed.

Each Master Teacher Committee members will receive the rate of \$15 per renewal teacher portfolio reviewed.

5.82 There shall be one (1) committee composed of five (5) members; three (3) teachers, who hold the Master Teacher designation can be placed on a ballot, if they so choose, to be selected by the Association through a majority vote of the organization's members, and two (2) administrators appointed by the Superintendent.

- 5.83 The length and term limit of the term of office for Committee members of the Master Teacher Committee shall be two (2) years on a staggered schedule.
- 5.84 The Master Teacher Committee shall determine the time, location and number of committee meetings.
- 5.85 The Master Teacher Committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review process, the dissemination of general information to local association members, and the appeal procedure.
- 5.86 Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the employer.
- 5.86.1 Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee except for malicious, willful or wanton acts.
- 5.87 In the event of an in-term vacancy or removal, the teacher member shall be replaced by the association according to their bylaws and constitution.
- 5.88 There shall be a process to appeal Master Teacher Committee decisions:
- 5.881 Upon denial of an application, written appeals shall be submitted to the Master Teacher Committee chairperson. All written appeals will be reviewed at the next scheduled meeting of the Master Teacher Committee. No appeals will be considered based on scoring of a candidates' application. Written notification of the appeal decision shall be provided to the applicant within ten (ten) contract days, or thirty (30) calendar days of the meeting, whichever comes first.
- 5.882 If the appeal is denied, the applicant may request a terminal option, a binding decision rendered by a three-person mediation team chosen as follows: the person appealing may select a current or former professional staff member/administrator. The Master Teacher Committee shall select a current or former professional staff member/administrator. These two educators become the appellate board and will select a third to round out the panel. They, as the complete appellate board shall review the appealing educator's claims in the climate of the Master Teacher Committee directives.
- 5.89 Expenses of the Master Teacher Committee shall be borne by the Board of Education. However, release time will be provided as necessary during the school year for training purposes only, not to exceed five (5) days per year as determined by the Superintendent.
- 5.90 Each teacher receiving Master Teacher Status will receive a one-time stipend of five hundred dollars (\$500) to be paid by the second pay in September.

ARTICLE VI — GRIEVANCE PROCEDURES

6.1 Definition

- 6.11 A grievance shall be defined as any claim by a certificated staff member, the Association, or a group of certificated staff members that there has been a violation, misinterpretation or misapplication of the Master Agreement and/or written teacher evaluation procedure.
- 6.12 A party-in-interest shall mean the person or persons making the claim, including the designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

6.2 Rights of the Grievant and Association

- 6.21 The grievant may be represented at any stage of the grievance procedure by a person and/or legal counsel of his/her own choosing. Any grievance that is settled without Association representation is considered non-precedent setting. If the grievant chooses to have a representative, the Administration must be given at least 24 hours written notice of same. The administrator may also have a second party present at the hearing.
- 6.22 Each party-in-interest and the President of the Association shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level shall be made in writing on the formal grievance form setting forth the decision and the reasons therefor. A copy of the form shall be transmitted to each party-in-interest, and the Association President.
- 6.23 The Board and/or its representatives will cooperate in the investigation of any grievance.
- 6.24 The number of actual working school days considered in each Step is maximum unless extended by written agreement of both parties in the Agreement. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limit set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable. "Days" shall mean actual working days.
- 6.25 No reprisals of any kind will be taken by the Board or any member of the administration against the aggrieved person, any school representative, any member of the P.R. & R. Committee, or any other participant in the grievance procedure by reason of such participation. If, in the opinion of a grievant, reprisals have occurred, the grievant may initiate a new grievance.

- 6.26 Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- 6.27 Grievances shall be filed at the lowest possible administrative level where the administrator has the authority to make a decision on the grievance.

6.3 Grievance Procedure

6.31 Step I (Informal)

An informal meeting initiates the grievance procedure. A grievance must be filed within twenty-five (25) days of its occurrence or it no longer exists. The parties acknowledge that it is most desirable for a certificated person and the administrator to resolve problems through free and informal communications.

For the purposes of initiating the informal meeting, the grievant or an Association representative on their behalf shall submit to the appropriate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed Step I Informal Grievance Form (Addendum A-1). A copy of the completed form shall be given to the grievant and to the Association President.

The submission of the Step I Informal Grievance Form by the grievant or an Association representative on their behalf shall indicate to the administrator that Step I of the grievance process has formally begun. This will put the administrator on notice and will serve as a point of reference regarding the time limitations.

Within five (5) days of receipt of the Step I Informal Grievance Form, the administrator shall meet with the grievant (which may also include his or her Association representative), to resolve the grievance at the Step I level. Following this meeting, the administrator shall have up to ten (10) days to indicate in writing to the grievant and to the Association President whether the grievance is upheld or denied, using the Disposition for Step I By the Administrator form (see Addendum A-2).

6.32 Step II (Formal)

If the grievance is not resolved through Step I, or if no disposition has been made within the above ten-day time limit, the grievant and/or Association representative must within ten (10) days present his/her formal grievance by submitting a completed Complaint By the Grievant, Step II Form (See Addendum A-3), to the Superintendent or his or her designee. If the Complaint By the Grievant, Step II Form, is not forwarded by the grievant to the Superintendent within ten (10) days after the disposition in Step I, the grievance shall be considered waived. Copies of this form, showing the date of the occurrence, a statement of the nature of the grievance and provisions of the Master Agreement and/or written teacher evaluation procedure allegedly violated and the relief sought, may be submitted by the grievant or the Association representative.

Within five (5) days of the receipt of the Complaint By the Grievant, Step II Form (See Addendum A-3), a meeting shall be held between the Superintendent or his or her designee and the grievant. Either party, at his/her sole option, may be accompanied by up to two (2) representatives. The names and positions of the representatives shall be given to the opposite party no later than twenty-four (24) hours prior to the meeting.

The Superintendent or his or her designee shall indicate his/her disposition of the grievance within ten (10) days after such meeting by completing Disposition for Step II By the Superintendent or Designee Form (See Appendix A-4) and returning it to all parties-in-interest and the President of the Association.

6.33 Step III (Formal)

If the grievance is not resolved through Step II, or if no disposition has been made within the above ten-day time limit, the grievant and/or Association representative may within ten (10) days present a written request for facilitation/mediation by directing such request in writing to the Superintendent with copies to all parties in interest. The purpose of facilitation is to help the parties reach a mutually agreeable resolution to a grievance. Facilitation is voluntary for both sides and the facilitator has no authority to require any particular resolution.

The Superintendent or his/her designee shall, within ten (10) school days after receipt of the written request for facilitation respond to the Association as to whether the Board is amenable to facilitation/mediation.

If both parties have agreed to the facilitation option and agree upon a facilitator, the Board and the Association shall contact the third-party facilitator, which may include Federal Mediation and Conciliation Services, to schedule a facilitation meeting at a time agreeable to the Association, the Board and the facilitator.

6.34 Step IV (Formal)

If the grievant is not satisfied with the disposition of the grievance at Step II and either 1) the Board and the Association have not agreed upon facilitation at Step III, or 2) facilitation at Step III has been completed but has not resulted in resolution of the grievance, the grievant shall complete Grievance Report Form, Step IV (See Addendum A-5), and submit the form to the Board. The request for a meeting before the Board shall be made within ten (10) days following receipt of the disposition of grievance in Step II, or if facilitation has been requested, within ten (10) days following either the facilitation meeting or the Board's rejection of the facilitation request at Step III. If the Grievance Report Form, Step IV, is not forwarded by the grievant to the Board within ten (10) days as described in this paragraph, the grievance shall be considered waived.

6.341 The Board, at its next regularly scheduled meeting or within three (3) weeks of the appeal, shall meet with the aggrieved certificated staff

member and representatives (not more than three (3)) if requested, and the Superintendent or his/her designee, to review such grievance in executive session. The disposition by the Board shall be made by completing the Grievance Report Form, Step IV (See Addendum A-6), within ten (10) days of the meeting. A written notification of such disposition shall be furnished to all parties-in-interest and the Association President.

The Board may waive its right to hear the grievance at Step IV, in which case the grievant and the Association may proceed to Step V.

6.35 Step V (Formal)

If the Board waives its right to a hearing at Step IV or if the grievant is not satisfied with the disposition made in Step IV, then the Association, acting on the grievant's request, may request a hearing by an arbitrator. The Association demand for arbitration must be made within fourteen (14) days of the decision of the Board at Step IV. Failure to make a timely demand for arbitration constitutes a waiver of the right to arbitrate and the grievance shall be considered withdrawn. The selection of an arbitrator shall be made from a panel(s) of names (with a minimum of seven (7) names provided) prepared and submitted by the American Arbitration Association in accordance with its procedures. The person so selected shall hold the necessary hearing promptly and the hearing shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's award shall be in writing. Decisions of the arbitrator shall be binding on the Board and the Association.

6.36 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, nor to substitute his/her judgment for an administrator's judgment as pertains to teacher evaluation.

6.37 Costs for the arbitrator and the AAA shall be shared equally by the parties. Each side shall pay its own cost of representation and witnesses.

ARTICLE VII — REDUCTION IN FORCE

7.0 A reduction in force may be implemented in accordance with O.R.C. §§ 3316.07 and 3319.17. Before reduction in the number of bargaining unit members would become effective, representatives of the Association and the Board shall meet to review and discuss the reasons behind consideration of such actions. The representatives will consider alternatives such as program elimination, discuss ways to provide priority to teachers on continuing contract, and try to ensure that the number of persons affected is kept to a minimum by not employing replacements for those who retire, resign or take a leave of absence. If the Board plans to make reduction in force, reductions shall be achieved in accordance with the following procedures:

Attrition

7.1 The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical for professional staff members who retire, resign, die, take leave, are terminated or whose limited contracts are not renewed. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other professional staff members in the system do not possess the certification and background courses of study and the position is one that needs to be filled.

Reduction Other Than by Attrition

7.2 To the extent reductions are not achieved through attrition, reductions shall be achieved in accordance with the following procedures:

7.21 Within each area of certification/licensure affected by the reduction in force, contracts shall be suspended pursuant to the recommendations of the Superintendent or his/her designee under the provisions of this Article. The least senior teacher in each affected area of certification/licensure by comparable evaluation group shall be laid off first, starting with the lowest comparable evaluation group as described herein. However, teachers holding limited contracts shall be suspended before teachers holding continuing contracts, regardless of comparable evaluations. If additional reductions are required after suspending the contracts of teachers holding limited contracts, the Board shall suspend the contracts of teachers holding continuing contracts, utilizing the process described herein.

In determining “comparable evaluations” for the purposes of reduction in force, there shall be four (4) categories:

- (1) Ineffective
- (2) Developing for three (3) or more consecutive years
- (3) Developing for fewer than three (3) consecutive years
- (4) Skilled and Accomplished

Bargaining unit members shall be “comparable” to each other only if they are in the same category. The evaluation ratings specified in this section refer to the final summative evaluation ratings assigned to a teacher. If, for whatever reason, the employee does not possess a final summative rating for the year in which the reduction in force will occur, the employee’s last rating will be utilized for the purposes of considering whether employees are “comparable.” In the event the teacher does not have any prior rating, at the discretion of the District, the most recent evidence (e.g., observations, formal walkthroughs and items uploaded to eTPES) will be considered to assign a rating to the individual.

Any reduction in force shall begin with the lowest comparable evaluation group within each area of certification/licensure affected by the reduction in force in the following order:

- (1) Ineffective
- (2) Developing for three (3) or more consecutive years
- (3) Developing for fewer than three (3) consecutive years
- (4) Skilled and Accomplished

- 7.22 Seniority shall be defined as the length of continuous service in the bargaining unit beginning with the professional staff member’s first contracted working day for the Bedford City Schools. Any years of professional service served on a part-time basis in the bargaining unit shall for seniority purposes be equated as a fraction of full-time service. Authorized leaves shall be used in computing length of service for the purpose of reduction in force. Beginning January 1, 1984, time on the recall list shall count toward continuous seniority.
- 7.221 An opening exists when a new position is created and approved by the Board or when a staff member terminates his/her service or has his/her service terminated during the year or for the following school year and the position is not abolished by the authority of the Board.
- 7.222 An opening does not have to be posted if it is filled by a staff member from the recall list.
- 7.223 An opening does not exist if the position can be filled by a transfer and the transferee’s position does not have to be filled.
- 7.224 An opening exists if a certified staff member takes an unpaid leave of absence which will result in an absence of more than thirty (30) days. The services of the replacement shall be terminated upon the return of the staff member.
- 7.23 In addition, the following criteria may be used to determine which professional staff members will be affected by staff reduction:

- 7.231 The following specified supplemental contracts: all head high school athletic coaches — boys' and girls' sports and high school band director, who have fewer than four (4) years' experience with the Bedford City Schools.
- 7.24 All professional staff members shall be placed on seniority lists in each of the teaching fields the professional staff member holds certification and has taught in at some time in his/her Bedford career. A professional staff member may appear on more than one (1) teaching field list. All professional staff members whose positions are reduced as part of a reduction in force shall have the right to bump into any other positions for which they are appropriately licensed/certified to teach in accordance with the current licensure/certification, the teacher's continuing contract or limited contract status, comparable evaluation rating, and applicable seniority.
- 7.25 Any form of substitute teaching and/or hourly tutoring does not constitute time toward seniority.
- 7.26 Supplemental contract duties shall not be considered in the calculation of seniority.
- 7.27 If two (2) or more professional staff members have exactly the same length of continuous service and the same contract status, the following tie-breaking procedures shall be used. They are listed in order of priority:
- 7.271 Highest level of certification/licensure appropriate to the position, i.e. permanent, professional, provisional;
 - 7.272 Previous interrupted service in the Bedford City School System;
 - 7.273 Previous professional service in other school districts in Ohio;
 - 7.274 Previous professional service in other school districts;
 - 7.275 Service as substitute or tutor in the Bedford City Schools prior to current contract;
 - 7.276 Number of graduate hours completed after bachelor's degree;
 - 7.277 Number of undergraduate hours completed after bachelor's degree;
 - 7.278 Number of undergraduate hours.
- 7.28 The continuous service of a professional staff member who has returned to employment following resignation, retirement other than disability, or other termination of employment, shall be measured from the date of return.

- 7.29 By March 1, the Assistant Superintendent will make available to the President of the Association a copy of the seniority lists as mentioned in Section 7.24 of this Agreement.
- 7.291 By April 10, the Assistant Superintendent will make available to the President of the Association a copy of the list of the professional staff members who are returning from leave and those who have been granted leaves for the coming school year. These lists shall include certification areas.
- 7.292 The Assistant Superintendent shall make available to the President of the Association a copy of the tentative Reduction in Force list for the current year five (5) days before professional staff members who are scheduled to have their contracts suspended because of reduction in force receive their written notice of intent to suspend.
- 7.293 Release notices under this Reduction in Force provision shall clearly state the reason for the contract suspension.
- 7.294 The non-renewals of limited contract teachers shall be made prior to or at the same time as making decisions as to which professional staff members shall be released under the Reduction in Force provision. The Board shall act on awarding continuing contract(s) to eligible teachers prior to acting on a reduction in force.

Recall

- 7.3 It shall be the responsibility of each professional staff member to keep the Assistant Superintendent's office apprised of his/her current address and certification status.
- 7.31 An offer of recall shall normally be communicated verbally. Verbal offers shall be confirmed in writing. If a professional staff member receives a verbal offer of reemployment or recall, the professional staff member shall have five (5) calendar days from the date of the offer to accept.
- 7.311 If the offer is not communicated verbally, it shall be sent by certified mail to the professional staff member's last known address. The professional staff member shall have five (5) days from the date the offer is sent to accept; however, during June and July the professional staff member shall have seven (7) days from the date the offer is sent to accept.
- 7.32 Professional staff members who are reemployed or recalled from suspension, return to the system with neither loss nor gain of salary schedule placement, accumulated sick leave, and all other benefits. If a professional staff member on the Reduction in Force list is recalled, the professional staff member shall be given credit on the salary schedule for any teaching experience in a public school in the State of Ohio while on the recall list.

- 7.33 Continuing Contract and limited contract Teachers shall be eligible for recall in the order of seniority to vacancies for which they are appropriately licensed provided that seniority shall not be the basis for reemployment of the teacher except when making a decision between teachers in the same area of licensure who have comparable evaluations, as defined in Article 7.21. If evaluations are not comparable, priority shall be given to the teacher with the highest comparable evaluation. However, within the recalled certification/licensure area, teachers holding continuing contracts shall be recalled before teachers holding limited contracts, regardless of comparable evaluations. A professional staff member may waive the right to recall if:
1. the professional staff member is under contract to another school and that school will not voluntarily release that professional staff member.
 2. the position offered is less than the position previously held by the RIFFED teacher.
 3. The position offered is less than 120 days.
- 7.331 A waiver of recall shall be in writing, shall specify the position which is the subject of the waiver, and the school year for which the waiver applies.
- 7.332 If the professional staff member does not have the right to waiver and the offer of recall is refused, or if a timely response is not received in accordance with the times indicated above, that professional staff member shall be dropped from the recall list and the Board will have no further employment obligation to that professional staff member.
- 7.34 Professional staff members shall remain on a recall list for a period of two (2) years following the expiration of their limited contract. During this time, they shall be notified of all open positions within their current area(s) of certification on file as they occur.
- 7.35 The Board shall give every consideration to qualified and certified professional staff members on the recall list when a position that requires temporary certification opens. If the Bedford-riffed professional staff member has qualifications and certification equal to outside candidates, the Bedford-riffed professional staff member will be employed.
- 7.36 Professional staff members on the recall list may continue their hospitalization, dental, prescription, and life insurance coverages, fully paid by the professional staff member, provided full payment is received by the Treasurer thirty (30) days in advance of the Treasurer's due date for the payment of such premiums. If payment is not received within ten (10) calendar days of the billing date, the Board shall terminate coverage. If this provision (7.36) would result in an increase in the premium to the District, it shall become inoperative.

- 7.37 In the event a teacher on continuing contract, as a result of being retained or recalled following a reduction in force, is assigned to a teaching field she/he has not taught in the Bedford Schools, the Association and administration agree to collaborate to encourage that teacher, during her/his first year in that assignment, to complete 30 PDU hours or to take a refresher college course in that area of licensure, and/or to seek and obtain mentoring and guidance with a teaching colleague experienced and successful in that area of licensure.

Reassignment

- 7.4 Professional staff members who have had their contracts suspended because of Reduction in Force should be afforded the opportunity to apply for non-certificated job openings which occur. Whenever possible, the aforementioned professional staff members shall be given priority over persons not employed by the Bedford City Schools. A professional staff member may only be considered for such a position after all qualified non-certificated people on recall have had the opportunity to apply for the position.

- 7.41 The Assistant Superintendent shall recommend the employment of suspended professional staff members as substitute teachers and, whenever possible, they will be given first consideration for substitute employment.

Notification of Professional Staff Members

- 7.5 As early as possible but no later than June 1, any professional staff member whose contract is to be suspended as the result of Reduction in Force, shall be notified in writing of his/her intended suspension or non-renewal and the reasons for the suspension or non-renewal. No professional staff member shall have his/her continuing or limited contract suspended or non-renewed effective during the school year when such reductions are the result of decreased enrollment.

Reduction in Force Transfer

- 7.6 On July 20, the Assistant Superintendent shall make available to all rified professional staff members a list of all positions available for the ensuing school year.

Retirement, Resignation, and Leave Announcement

- 7.7 The Association strongly urges all professional staff members who plan retirement, leave of absence, or resignation to put their resignation or request in writing and submit it to the Assistant Superintendent as early as possible in the school year.
- 7.71 The Association strongly urges qualified professional staff members to aid administrators in filling all positions on the co-curricular extra duty list contained in the Master Agreement.

7.72 The effective date of the Reduction in Force clause for purposes of establishing seniority to employment served on a part-time basis and/or authorized leaves shall be retroactive to dates of part-time service and/or authorized leaves.

ARTICLE VIII — LEAVES

Sick Leave

- 8.1 A professional staff member who is ill may be absent without loss of pay in accordance with the provisions outlined below. The purpose of such absence is to protect the professional staff member and the children (from potential illness) when a professional staff member becomes ill.
- 8.12 No certificated staff member shall lose his/her accumulated sick leave allowance by reason of having been absent for a period without pay, nor shall he/she accumulate any additional days of allowance during his/her absence. Certificated staff members are allowed to accumulate fifteen (15) days of sick leave each school year (July 1 to June 30) to a year-end maximum of 260. In the final year of employment before retirement this total shall be 260 plus whatever unused days remain from the 15 accumulated in that year, up to a maximum of 275. Year-end accumulated sick leave shall be computed using the following formula: Beginning number of accumulated sick days for the year + fifteen (15) number of sick leave days taken during the year, subject to the above maximum. For staff members not completing an entire year, sick leave earned will be calculated according to the following formula: Number of contract days served times fifteen (15) divided by the staff member's total number of contract days. Where five (5) days are granted pursuant to 8.14 below at the beginning of a year, they are part of the fifteen (15) days for the entire year.
- 8.13 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the certificated staff member's immediate family. Proof of illness, and/or death must be established to the satisfaction of the principal and/or Superintendent. When a certificated staff member is absent on sick leave, a report of such absence shall be entered into the District's attendance software by the certificated staff member and acknowledged by an administrator. The certificated staff member shall enter the absence as soon as possible prior to the absence, but no later than one (1) hour prior to the start of the work day. The Association strongly urges all professional staff members to use sick leave in a professional and responsible manner. Falsification of a statement to support the use of sick leave is grounds for suspension or termination of employment pursuant to ORC 3319.16. Once a professional staff member reaches eight (8) days of his/her sick leave, the Assistant Superintendent may conference with the teacher to review his/her attendance. Additional conferences may be required which may begin the progressive discipline process. If attendance does not improve it may impact the Professional Responsibility Standard of the OTES/OSCES process.

Teachers may take sick leave in partial day increments, per the schedule below, for medical appointments for the teacher and/or immediate family members. Teachers shall be encouraged to attempt to schedule medical appointments early

in the morning or later in the afternoon to attempt to minimize the impact on the student day.

- From 1 minutes to less than 1 hour 0.15 of a day
- From 1 hours to less than 2 hours 0.3 of a day
- From 2 hours to less than 3 hours 0.45 of a day
- From 3 hours to 3.5 hours 0.5 of a day
- From 3.6 hours to less than 4 hours 0.6 of a day
- From 4 hours to less than 5 hours 0.75 of a day
- From 5 hours to less than 6 hours 0.9 of a day
- From 6 hours to 6.75 hours 1 day

Lunch of 30 minutes not considered

- 8.14 Five (5) days' sick leave shall be advanced to new certificated staff members who have not yet earned sick leave and to certificated staff members who have exhausted all the sick leave they have earned, provided the certificated staff member can earn said advanced sick leave during the current school year. If the certificated staff member terminates employment or cannot earn back all the advanced sick leave, the excess sick leave advancement will be deducted from final salary due at date of termination of services or at completion of current contract.

Sick leave may be used:

For immediate family for illness or injury Immediate family shall be identified as: parent, spouse, child, or member of the immediate household.

For serious illness or serious injury to brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew.

For death in immediate family. Immediate family shall be identified as: parent, spouse, child, brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or a member of the immediate household.

For death, critical illness or accident of close friend.

Transfer of Sick Leave

- 8.15 A certificated staff member who transfers from another Ohio public school shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted in the Bedford City Schools. A statement of such days must be filed with the Treasurer's Office. The Treasurer's Office shall notify each new employee in writing that he/she has the right to transfer unused sick leave.

Other Employees

- 8.16 Provisional appointees, or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick absence for the time actually worked at the same rate as that granted full-time employees. (This is calculated by granting credit of one and one-fourth days (1-1/4) days with pay each month worked.)

Personal Emergency Leave

- 8.17 Personal emergency leave shall be granted:

Each certificated staff member shall be granted up to three (3) days of personal emergency leave with pay, each school year for the purposes identified in Section 8.172. In the event a certificated staff member is employed for one (1) semester or less, the personal emergency leave will be prorated. The teacher shall notify the principal of her/his intended use of personal leave by personal contact or phone. The principal shall establish a reporting chain in the event she/he cannot be reached. Personal leave requests may not be approved by the building secretary. If possible, the certificated staff member will give his/her principal or immediate superior twenty-four (24) hours advance notice of intention to take such leave.

- 8.171 When a certificated staff member is absent for personal emergency reasons, a report of such absence, signed by the certificated staff member and his/her principal, shall be filed with the Superintendent or his/her designee on the morning of the certificated staff member's return to school. Such a report shall contain a certification by the certificated staff member that his/her absence was not in violation of the Master Agreement. The filing of a false statement by a certificated staff member shall be considered by the Board as grounds for disciplinary action.

Disciplinary action will be progressive:

First offense: A letter of reprimand will be issued and the certificated staff member may lose a day's pay for every day in violation.

Second offense: A letter of reprimand will be issued and the certificated staff member may lose up to three days' pay for every day in violation.

Third offense: A letter of reprimand will be issued and the certificated staff member may lose up to three days' pay for every day in violation, or the certificated staff member may be terminated.

Upon request, the certificated staff member will be granted a hearing prior to effectuating the disciplinary action. The certificated staff member may be represented at the hearing by a person of his/her choosing. The Assistant Superintendent will serve as the hearing officer.

- 8.172 Personal Emergency leave shall be used for matters which cannot be scheduled outside of regular school hours. Examples of such matters shall include but not be limited to:

Property matter or legal requirement;
Court appearance;
Road conditions making driving impossible;
Graduation exercises of member of family; or
Civic or public service.

A teacher who exhibits repeated patterns of sick leave or personal leave use may be required to provide written explanations of the reasons for her/his use of personal or sick leave.

- 8.173 Invalid reasons — the following are some examples which do not usually constitute valid reasons for personal emergency leave:

Gainful employment;
Making application for employment elsewhere;
Recreational purposes;
Making purchases of automobile, appliances, etc.;
Accompanying husband or wife on business trip;
Attending a fraternal function;
Immediately before or after holiday vacation periods, recesses, in order to extend these times.

- 8.174 The Superintendent of Schools may authorize one (1) additional personal emergency leave day. The reason for such a request will be stated in writing to the Superintendent.

Payment for unused sick/personal emergency leave

- 8.175 Per diem rate shall be paid for unused sick/personal emergency leave.

1. Miss 0-0.9 days receives 4 days per diem.
Miss 1-1.9 day(s), receive 2 days per diem
Miss 2-2.9 days receive 1 day per diem.

2. Per diem as defined in 14.9.
3. Payment shall be made with the second paycheck in July at the end of each school year.
4. Involuntary legal commitments (i.e., jury duty, subpoenas in legal proceedings) shall be excluded from days absent for purposes of the payment of unused sick/personal emergency leave.
5. Any unpaid approved leave shall be included with days absent for purposes of the payment of unused sick/personal emergency leave.

8.1751 **Unpaid Time-Off**

On a one-time basis during the member's term of employment with the board, and regardless of the number of days that are used, a member may take time off without pay, or the absence would not meet one of the reasons for the use of personal emergency leave, Section 8.17 above. A member taking unpaid time off shall be subject to the following penalties:

- (i) One (1) Day of absence — deductions of two (2) days of pay at per diem rate, including the per diem Board contribution toward the cost of health insurance and retirement benefits; letter of reprimand for improper time off to be included in personnel file.
- (ii) Two (2) Days of absence — deduction of three (3) days at per diem rate, including the per diem Board contribution towards the cost of health insurance and retirement benefits; deduction of substitute teacher wages and associated costs, including the employer's share of retirement contribution; and a letter of reprimand included in personnel file.
- (iii) Three (3) Days of absence — deduction of five (5) days at per diem rate, including the per diem Board contribution toward the cost of health insurance and retirement benefits; deduction of substitute teacher wages and associated costs, including employer's share of retirement contribution, and a letter of reprimand included in personnel file.

Religious Leave

- 8.176 A professional staff member may be granted, with the approval of the assistant superintendent, up to two (2) days leave for the observance of

religious holidays where total abstinence from work is required. If additional days are needed, personal emergency leave may be used.

Bereavement Leave

- 8.18 A professional staff member is eligible for up to three (3) days (paid) of bereavement leave per occurrence for death in one’s immediate family. Immediate family shall be identified as: Parent, parent-in-law, spouse, child, brother, sister, niece, nephew, member of household, grandparent or grandchild of the employee, or any individuals serving or having served *in loco parentis* to the professional staff member.
- 8.181 Use of bereavement leave does not affect the professional staff member’s balance of accumulated sick leave nor the balance of personal emergency leave.
- 8.182 Use of bereavement leave does not affect the payment for unused sick/personal emergency leave unless the professional staff member uses more than four (4) sick/personal emergency leave days. If the professional staff member has exceeded the four-day sick/personal emergency leave limit, then any eligible remaining payment will be reduced by one-half (1/2) per diem for each bereavement day used.

Parental Leave

- 8.2 Parental leave is without pay or benefits. The purpose of parental leave is to allow a new parent a period of time to be home with his/her child. Parental leave will be granted under the following conditions:
 - 8.21 Professional staff members with less than two (2) full years (i.e., working pursuant to teaching contract effective for a full school year; partial years shall not count) of service with the Bedford Schools are not eligible.
 - 8.22 If a professional staff member is expecting the birth or the adoption of a child, he/she shall notify his/her immediate administrative superior within a reasonable time. He/she shall indicate the probable effective date of his/her requested leave of absence.
 - 8.23 By the 30th day on FMLA leave a professional staff member will advise the Assistant Superintendent if she/he intends to take parental leave. Requests received after July 10 may not be approved for the requested date unless or until a replacement teacher is placed under contract.
 - 8.24 [Intentionally blank]
 - 8.25 [Intentionally blank]

- 8.26 Parental leave may be for the remainder of the school year, and one (1) additional school year (September - June), if requested, or for one (1) full school year and an additional school year, if requested. No leave shall extend beyond two (2) full school years. For parental leaves commencing with the 2004-05 school year, a teacher is not eligible for consecutive parental leaves. Such teacher is not eligible for another parental leave unless she/he has returned and completed a full year of service. He/she may apply during that year for another parental leave to begin the following school year.
- 8.27 Teachers beginning employment as other than a leave replacement teacher with the 2007-08 school year shall be eligible for up to one year of parental leave as follows. After completion of FMLA parental leave the teacher has the following options:
- a. return to complete the school year and then to take the following school year as parental leave or
 - b. to take the rest of the current school year as parental leave.
- A teacher who begins FMLA leave in one school year which will be completed in the following school year will make best efforts to notify the Assistant Superintendent by June 15th of her/his intent to take parental leave for the following school year.
- 8.28 All professional staff members on parental leave shall receive, prior to March 1, a written notice from the Office of the Assistant Superintendent reminding them that a written request for reemployment for the following school year must be on file by March 15, the services of the person on leave shall be terminated.
- 8.29 Professional staff members may return to service from a parental leave at the beginning of the following school year unless a vacancy occurs at an earlier date in which that person is qualified.
- 8.30 A professional staff member returning from parental leave shall retain his/her status on the salary schedule and shall be positioned where qualified and certificated. The professional staff member will, however, be subject to the "Reduction in Force" policy.
- 8.31 A professional staff member who has been granted parental leave shall not be exempt from the provisions of the R.I.F. policy.

Legal Commitments and Transactions

- 8.32 Any professional staff member called for physical examination for induction into the Armed Forces and is absent due to this shall not be deprived of pay or charged to his/her sick absence allowance.
- 8.33 A professional staff member who is not party to a court case or administrative hearing who is subpoenaed to appear in court or at the hearing during normal

working hours shall be paid his/her full salary, provided such appearance is not in connection with an action against the Board. However, an appearance in an action against the Board may be approved at the discretion of the Superintendent.

- 8.34 A professional staff member who is party to a court case or administrative hearing during normal working hours shall be paid his/her full salary, if absence is approved by the Superintendent or his/her designee.
- 8.35 A full-time professional staff member may keep his/her regular compensation, and the remuneration received by him/her for service as a juror may be kept by the professional staff member.

Military

- 8.4 A military leave of absence without pay shall be granted to any regularly appointed professional staff member who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the Armed Forces of the United States. Tenure status is not required.

A professional staff member who is on a limited contract and is returning to employment from military service, shall be regarded as retaining the period of probationary service achieved prior to his/her military service.

- 8.41 Professional staff members on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. The Board reserves the right to give or to withhold increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained by professional staff member but shall not accrue or accumulate during military service.
- 8.42 A professional staff member returning from military leave shall be positioned where he/she is qualified and certificated. Every effort by the Superintendent will be made to match his/her new position with the one previously held. It is anticipated that a professional staff member would return from leave at the beginning of a semester; however, if a suitable vacancy arises at some other time during the year, he/she may be assigned to that vacancy.
- 8.43 Absence for temporary military service will be administered in accordance with the O.R.C. §5923.05.

Professional Purposes

- 8.5 Professional staff members may be permitted to visit another school, or attend local, district, state, regional and national meetings or conferences of a professional stature with approval of the Superintendent or his/her designee.

- 8.51 Reimbursement for such expenses incurred while in attendance of the above stated professional absences shall be made through proper procedural channels. The day preceding or following any vacation period shall not be taken for this absence without prior approval of the Superintendent or his/her designee. Guidelines for requests to attend professional meetings are listed in the Board Policies Handbook.

Sabbatical Leave for Professional Study, Travel or Research

- 8.6 A professional staff member who has completed five (5) years of service may, with the permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions: The professional staff member shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The request for the leave shall be submitted prior to April 1. The professional staff member may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the professional staff member has completed twenty-five (25) years of teaching in this state.
- 8.605 A teacher with three or more years of service with the District working on an advanced degree in an area of current or projected certification/licensure may apply for an unpaid leave of absence for one (1) year, renewable for one added year upon application. During such leave the teacher is not eligible for paid fringe benefits, and shall not accrue salary schedule step progression but shall accrue seniority. The teacher who intends to return to duty following such leave must submit written notice of such intention to the Assistant Superintendent by March 1 of the year preceding such return. Such leave may not precede, follow or be concurrent with any other leave, exclusive of approved sick leave.
- 8.61 All professional staff members on professional leave shall receive a written notice from the Board prior to March 1 reminding them that they have until March 15 to render a decision regarding their employment status during the coming school year.
- 8.62 The Board may not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the professional staff member's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any professional staff member more often than one (1) for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave. The professional staff member retains tenure, retirement rights, hospitalization, and position on the salary schedule.

Health and Hardship

8.7 Leave of absence without pay may be granted to any continuing contract professional staff member for either one (1) semester or one (1) year who gives to the Superintendent detailed information indicating family or personal hardship. Said leave may be renewable upon application.

Public Service Leave

8.8 A leave of absence without pay may be granted for one (1) year, renewable upon application, to any professional staff member for the purpose of campaigning for or serving in a public office or serving as officer for NEOEA, OEA, or NEA.

Federal Family and Medical Leave Act

8.9 Professional staff members have rights and responsibilities under the Federal Family and Medical Leave Act. The BEA and the Board will share the responsibility of making all professional staff members aware of the provisions under this Act. The Board will develop appropriate forms to assist professional staff members in exercising these rights and responsibilities. Where FMLA is requested due to childbirth or adoption, a physician's statement confirming the pregnancy or a letter confirming the impending adoption shall accompany the request.

ARTICLE IX — SEVERANCE PAY

9.1 The Board shall grant a severance payment based on unused accumulated sick leave days of a certificated staff member if both of the following requirements are met:

1. Any of the following circumstances occur:
 - a. The staff member:
 - i. Expresses to the Board in writing his or her intent to terminate employment on account of retirement;
 - ii. Files a copy of his or her retirement application with the Treasurer of the Board;
 - iii. Retires under age and service retirement or disability retirement under State Teachers Retirement System, School Employees Retirement System or Public Employees Retirement System; and
 - iv. Shows proof of retirement to the Treasurer.
 - b. The staff member: submits a written letter of resignation to the Board and resigns from the district after twenty-five (25) or more consecutive years of service with the Bedford City Schools.
 - c. The staff member submits a written letter of resignation to the Board and resigns from the district after attaining age fifty-two (52) and has twenty (20) or more consecutive years of service with the Bedford City Schools.
 - d. The staff member terminates employment on account of death.
2. At the time of the staff member's retirement, resignation or death, the staff member had not previously received severance pay from the Board or another Ohio school district.

For purposes of clauses 1.b and 1.c above, authorized leaves shall be used in computing length of consecutive service.

In the case of a death of the staff member, if the staff member was married at the date of his or her death, payment shall be made to the surviving spouse; and if there is no surviving spouse, payment shall be made to the deceased's estate.

9.2 The amount of the severance payment shall be determined by multiplying the per diem rate of contracted pay, at retirement, resignation or death by the unused accumulated sick leave days as follows:

1. The per diem rate is defined in 14.9.

2. Payment shall be determined by multiplying the per diem rate of contracted pay at the time of retirement by the total number of accumulated sick leave days up to but not exceeding forty (40) days. Certificated staff members who have accumulated days in excess of forty (40) shall receive payment determined by a ratio of one (1) day for every ten (10) days, or fraction thereof, of accumulation for all days in excess of forty (40). The maximum number of sick days to be used in the calculation of severance pay shall be two hundred sixty (260) days, plus such additional days, if any, as are available from the final year's sick leave accumulation.
- 9.3 Severance pay may be withheld by the Board until all debts and obligations of the certified staff member due the Board are discharged. Otherwise, the severance payment shall be paid in January of the year following the effective date of retirement, unless an earlier payment date is required to be made to a deferral plan as is provided under Section 9.6 below.
- 9.4 Severance pay shall be subject to all deductions mandated by law. Severance pay shall not be subject to credit union payments or any other payroll deductions that may have been authorized by the certificated staff member. Severance pay may be paid to a plan on behalf of a staff member or deferred by a staff member in accordance with Section 9.6 below.
- 9.5 Upon payment of the severance pay to the certificated staff member, all accumulated sick leave shall be cancelled.
- 9.6 Severance Pay Deferral Plans and Elective Deferrals of Severance Pay

1. Retiring Employees who are entitled to Severance Pay (as defined below) shall have the total amount that otherwise would be payable to them as Severance Pay mandatorily paid into a Section 403(b) Plan Contract that is a group annuity contract of Voya that has been designated by the CBA for that purpose (the "Voya Contract"). Payment of such amounts under this Section shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash.

The provisions of this Section are hereinafter referred to as the BEA Severance Pay Deferral Program. The terms of the BEA Severance Pay Deferral Program shall include the following:

- (i) Participation in the BEA Severance Pay Deferral Program shall be mandatory for all "Covered Employees". A Covered Employee shall be any Employee whose terms of employment are governed by the CBA who meets all of the following requirements:
 - (A) The member is entitled to "Severance Pay", and

- (B) The member's last day of employment is in or after the calendar year the member is or will be age 55.
- (ii) For purposes of the BEA Severance Pay Deferral Program, the term "Severance Pay" shall include any amounts that are payable to the Covered Employee under severance pay under the CBA that are attributable to accrued but unused sick days. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year following the calendar year of the Covered Employee's termination of employment on account of retirement.
- (iii) The Employer Contribution made on the behalf of the Covered Employee under the BEA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:
 - (A) The total amount of the Covered Employee's Severance Pay.
 - (B) The maximum contribution amount allowable under the terms of this Plan, including Appendix A hereof.
- (iv) The required Employer Contribution under the BEA Severance Pay Deferral Program shall be made within the timeframes described in under the CBA.
- (v) To the extent that the Employer Contribution under the BEA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.
- (vi) The Voya Contract shall be the Plan Contract for purposes of the BEA Severance Pay Deferral Program; provided, however, the Board shall continue to have authority to continue to approve or disapprove of Plan Providers. A Covered Employee under the BEA Severance Pay Deferral Program shall complete any enrollment forms or other forms the Covered Employee may be required to have the Employer Contribution under this Plan paid on his or her behalf to the Voya Contract; and unless and until the Covered Employee does so, no Employer Contribution of Severance Pay shall be made to the Voya Contract on behalf of the Covered Employee.
- (vii) If a Covered Employee is entitled to have an Employer Contribution paid under the BEA Severance Pay Deferral Program and dies prior to such contribution being paid to the Voya Contract, an amount equal to the unpaid contribution shall nevertheless be paid in cash directly to the

Beneficiary of the Covered Employee who was named under the Voya Contract; and if there is no such named Beneficiary, it shall be paid to the estate of the deceased Covered Employee.

2. Retiring employees who are entitled to severance pay and are not Participants under the BEA Severance Pay Deferral Program shall be entitled to (i) make elective deferrals of severance pay under Section 403(b) of the Internal Revenue Code (“IRC”) in accordance with the terms of the Bedford City School District Section 403(b) Plan and applicable law, and/or (ii) make elective deferrals of severance pay under IRC Section 457(b) in accordance with the terms of the Ohio Deferred Compensation Plan or any other IRC Section 457(b) plan maintained by the Board, and applicable law.
 3. All contributions to the Plans, all deferrals to a TSA, and all check payments to staff members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the Plans, deferrals to a TSA or check payments made to a staff member.
- 9.7 A teacher who submits written notice of retirement by March 15 shall receive, in addition to the amounts set forth in section 9.2 above, an early notice incentive in the gross amount of \$1000.00. The teacher will be paid the early incentive notice on the day preceding her/his last day of active employment.

ARTICLE X — TEACHING ASSIGNMENTS

- 10.1 The Board shall seek to employ only those members of the professional staff who possess the minimum of a Bachelor's degree and the necessary qualifications for a one year Vocational, Provisional, Professional or Permanent certificate, or teaching licenses. Exceptions to this policy are as follows:
- 10.11 Prior to the close of school each year, professional staff members, other than newly-appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming year including the schools to which they will be assigned and the grades and/or subjects they will teach. Professional staff members affected by any subsequent changes in assignment shall be consulted and termination of contract permitted without penalty.
- 10.12 It is the responsibility of each professional staff member to maintain all areas of certification/licensure to which she/he is currently assigned. Professional staff members are employed and assigned on the basis of their area of teaching competency. Professional staff members shall not be assigned outside the scope of their teaching certification and their major or minor field of study except temporarily and for good cause.
- a. The Board will pay all fees for any added area of certification/licensure it requests a teacher to obtain. The Board will pay the fee for any area of certification/licensure it asks the teacher to renew/maintain in which she/he is not currently assigned.
 - b. A teacher who intends to drop one or more areas of certification/licensure to which she/he is not currently assigned must provide notice of that intent by completing the relevant portion of the Request for Reassignment and Certification Declaration form and submitting same by January 30th.
 - c. Beginning with those who commence employment with the 2001-02 school year, teachers must maintain all areas of certification/licensure held at the time of initial employment for five (5) years following initial employment.
- 10.13 As Career Technical education programs expand there may be exceptions. Culinary arts, may be an example, for which there are limited or no professional training programs. Administration will, upon request, notify the Association of the recruitment efforts made for such positions.
- 10.14 Any professional staff member whose certificate/license will expire by the following June will be notified in writing by January 1 of the current school year. It is the professional staff member's responsibility to get the certificate/license to the Office of the Assistant Superintendent where a duplicate copy will be made.

Secondary School Counselor Assignments

- 10.2 The ratio of pupils to full-time school counselors at the secondary level should not exceed 300 to 1. Because of the nature of the school counselor's work, the Board may require a school counselor's school year to precede the regular professional staff member's contract year and extend beyond the regular professional staff member's contract year. The stipend for extended time shall be paid at the professional staff member's per diem rate.

Pupil Services

- 10.25 In addition to Secondary School Counselors, the Board will make every effort to provide adequate student services which may include school counselors, psychologists and speech/language pathologists at all levels Pre K-12.

Relocation of Professional Staff Members

- 10.3 Relocation of professional staff members may be necessary to accommodate enrollment, to meet instructional requirements, to maintain a balance of experienced professional staff members on a particular staff, to honor the wishes of professional staff members for service elsewhere in the system, to provide a better opportunity for professional growth or for other reasons. Where practical and feasible, no vacancy shall be filled before it has been posted as specified in this Agreement for seven (7) calendar days.

Professional Staff Openings During the School Year

- 10.4 When a position is created and approved by the Board and/or a professional staff member requests termination of service during the school year or for the following school year, those positions will be posted for seven (7) calendar days.
- 10.41 All job openings will be posted on the District's electronic job posting service, and sent to bargaining unit members via e-mail.
- 10.42 Any qualified staff member may apply by formal application or by letter for any position without giving reasons. In filling a vacancy, the Board agrees to give weight to the personal background and professional attainment as well as other relevant factors of all applicants. The decision of the Board as to the filling of vacancies shall be final.
- 10.43 As current literature pertaining to certification, retirement, legislation and other pertinent data is received, it will be sent to bargaining unit members via email.

Requests for Reassignment

- 10.5 Between January 1 and January 15 of each year, certificated personnel will receive a Reappointment Request Form. This form provides the professional staff members an

opportunity to state the subjects or grade level, and in which building in the school system they prefer to teach the following year.

10.51 If a professional staff member would prefer an assignment for the following year other than the one indicated on the tentative assignment notice at the close of the school year, the professional staff member may file a request for a change of assignment with the Assistant Superintendent and/or building principal within five (5) days after the receipt of notice. This request will indicate the professional staff member's preferred assignment.

Summer School

10.6 Application forms for summer school will be available in the principal's office after March 15. Summer school applications must be submitted to the administrator in charge of summer school by May 1.

10.61 If possible, the summer school staff shall be selected by May 25. Summer school positions should be filled by professional staff members under contract with the Board. In the event applicants from the Bedford City School District are not available, teachers from other districts may be used to fill summer school positions. All applicants from Bedford School professional staff members for summer school employment shall receive notification by May 30 from the summer school principal: (1) that they are appointed to a position; or (2) that there is a possibility for appointment at a later date; or (3) that they will not be appointed during the current summer.

Adult and Community Education Program

10.7 Should the District determine to reinstate an adult and community education program, the wages, hours and/or terms and conditions of employment relative to such a program shall be a mandatory subject of bargaining.

ARTICLE XI — CURRICULUM

Curriculum Development

11.1 A request for curriculum development (a change in present Program of Studies, graded course of study, and/or curriculum guide) may be initiated by any person presenting a valid question, need or idea for improvement to the appointed team leader, building principal, supervisor or Director of Curriculum and Instruction.

11.11 Curriculum development consists of:

Evaluation, review and change in existing curricula;
Adopting new teaching materials and/or textbooks; Development of new instructional programs.

Curriculum Changes

11.2 Before a proposed change in the curriculum can be accepted, the department and/or grade level professional staff members affected will have the opportunity to meet as a group with the appropriate school administrators to give input and make recommendations about changes. Notice of the meeting and an agenda for the meeting will be available at least three (3) workdays prior to the meeting.

A curriculum advisory committee shall be created composed of two teachers from each building and the curriculum personnel. The committee shall operate by consensus. The committee shall meet by the end of the school year to discuss which programs are effective and make recommendations to the Assistant Superintendent on which programs most appropriately meet the needs of the students. Additional meetings shall be held as needed.

11.21 A graded course of study shall be considered complete when it contains the required sections and is approved by the administration, and the Department of Curriculum and Instruction, and the Board.

11.22 All actions regarding changes in curriculum and/or the development of graded courses of study shall result in recommendations to the Superintendent of Schools for evaluation and presentation to the Board for its consideration in exercising the authority granted to it under Ohio law to establish curriculum.

11.23 The time commitment for major curriculum development shall be determined on a project basis between the professional staff member(s) and the Superintendent or his/her designee, subject to the approval of the Board. Compensation for major curriculum development projects shall be at the Summer Study curriculum rate of \$20 per hour. Such projects shall be on premises, unless off-premises work is approved by the Superintendent or his/her designee. Personnel, such as team leaders, may be involved in a major curriculum development that would not require they be given additional compensation.

Academic Freedom

- 11.3 It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff member and student is encouraged.

In the spirit of academic freedom, professional staff members will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study.

- 11.31 The professional staff member is responsible for exercising sound judgment in selecting for discussion those issues within his/her teaching assignment deemed relevant to the maturity and understanding of the students involved. Programs dealing with controversial issues will be cleared with the principal to assure maximum professional staff support.

In-service Programs

- 11.4 Selected in-service programs may be approved for reimbursement by the Superintendent of Schools at the substitute rate in effect per six (6) hour work day or hourly per diem rate. Requests to the Superintendent for reimbursement may be made by administration or by joint teacher/administration in-service planning committees. (This does not pertain to regularly contracted salary days.)

ARTICLE XII — INSTRUCTION

Philosophy

- 12.1 The Board and the Association acknowledge that a professional staff member's primary responsibility is to teach.

School Day

- 12.2 With the exception of the pilot language in Article 12.3 below, any change in the daily time will be negotiated with the faculty involved or will be negotiated with the Association P.N. Committee.
- 12.21 Changes within the teachers' daily time schedule. for the purpose of improving instruction can be decided at the building level with involvement of a representative committee of the staff, with support of 51% of the faculty, with endorsement of the building principal, and with approval of the superintendent.
- 12.22 After a proposal has been submitted by the BLT to the faculty, members will be given time for input and discussion during the presentation of the proposal. The ballot for election shall be designed by mutual agreement of the Superintendent, or designee, and the BEA President. Members are given 48 hours to contemplate the proposal with voting commencing on the third day for a 3-day period before and after school under the supervision of the BEA rep and administrative designee.

Each teacher will initial their building roster used to keep track of the voting and to record her/his participation in the vote.

Votes must be counted by the BEA building representative and one administrator from the building affected. Votes will be secret ballot — all ballots will be maintained in the BEA records for one year. Voting must include 70% of the bargaining unit members assigned to the building. If 70% of the bargaining unit members do not vote, a failure to vote will be treated as a vote in favor of a change.

12.3 High School Schedule Pilot Program

- 12.31 For the high school, on a pilot basis for the 2020-2021 and 2021-2022 school years, the 2018-2019 master schedule, which is made up of 9 periods at 40 minutes per period, will be adjusted. The nine-period schedule for the pilot years shall include up to an additional 50 instructional minutes per school day. The up to an additional 50 instructional minutes shall be accomplished without extending the length of the work day, a minimum of a (1/2) hour of uninterrupted lunch, a period of planning, and a duty period for teachers.

12.32 By the conclusion of the 2021-2022 school year, but not later than January 30, 2022, the High School teachers shall vote on whether to continue the pilot or return to the master schedule that was in effect during the 2018-2019 school year. The ballot for election shall be designed by mutual agreement of the Superintendent, or designee, and the BEA President. Members are given 48 hours to contemplate the proposal with voting commencing on the third day for a 3-day period before and after school under the supervision of the BEA representative and administrative designee.

Each teacher will initial their building roster used to keep track of the voting and to record her/his participation in the vote.

Votes must be counted by the BEA building representative and one administrator from the building affected. Votes will be secret ballot — all ballots will be maintained in the BEA records for one year. Voting must include 70% of the bargaining unit members assigned to the high school. If 70% of the bargaining unit members do not vote, a failure to vote will be treated as a vote in favor of a change (i.e., 9-period day with up to an additional 50 instructional minutes).

12.33 In order for the pilot schedule to become permanent, at least 51% of the voting high school teachers must vote in favor of making the 9-period day with up to an additional 50 instructional minutes schedule permanent, with endorsement of the building principal, and with approval of the Superintendent.

Pupil-Teacher Ratio

12.4 The parties recognize that optimum school facilities for both students and professional staff members are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the professional staff member is to teach and the organization of the school day should be directed to ensuring that the energy of the professional staff member is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an educational program, the parties agree that pupil-teacher ratio should be lowered wherever practical.

12.41 The Board believes it is a desirable goal at the class level K-5 to have no more than twenty-four (24) students per class; and at the class level 6-12, no more than thirty (30) students per class, exclusive of areas such as Physical Education, Band and Choral Groups, and except for class sizes mandated by State law.

12.42 Placement of special education students shall occur in accordance with state and federal law. It is strongly recommended that the Building Principal keep the size of the inclusion classes smaller than the size of the non-inclusion classes.

Class Load

12.5 Secondary - The Board and the Association recognize that it is the desired goal that no secondary professional staff member have more than six (6) class assignments or more than three (3) preparations. If, in some instance it is determined that more than three (3) preparations may be necessary, the secondary administration will have conversation with the Association President or designee from the secondary building prior to assignments being determined.

12.51 Elementary special area teachers will have a classload of up to nine (9) classes per day. No special area teacher shall be required to teach in more than two (2) buildings per day.

12.511 For the purpose of this item, special area professional staff members are those professional staff members teaching elementary art, physical education technology and/or music in elementary schools, not including the middle school.

12.52 Student class lists shall be made available to teachers three (3) days before the first teacher work day. It is understood that such lists will be modified over the course of the year due to student enrollment fluctuations.

12.53 The alphabetical bus list by building and grade level shall be available to teachers in the buildings three (3) days before the first teacher work day. It is understood that such lists will be modified as students enroll and withdraw.

12.54 Planning

Both the administration and BEA understand that planning time is important for the professional work of the teacher and the education of the students. Therefore, planning is to be used for its intended purpose such as preparation time, individual conferences with students, parents, staff and /or administrators, including instructional coaches. If teachers are asked to meet during their planning period, teachers may request another mutually agreed upon time that will not take away their planning period.

12.55 Secondary Planning

Each full-time secondary teacher shall receive one planning period per student day; the planning time shall be pro-rated for part time teachers.

Elementary Planning Time

12.6 Each elementary professional staff member (including those special elementary teachers listed below) will have a minimum of 225 minutes planning time per week with at least one-half (1/2) hour of continuous planning time per day exclusive of the state-mandated one-half (1/2) hour of uninterrupted lunch period for the teachers.

- 12.61 Non-scheduled instructional time before and after the student school day in the elementary school will not be counted toward the 225 minutes of planning time per week for elementary classroom teachers.
- 12.62 For the purpose of this item, classroom teachers do not include special area elementary teachers such as art, technology, physical education, music, guidance, Specific Learning Disabilities (SLD), and gifted. Planning time for those teachers, although usually scheduled during the student day, may be scheduled prior to the student day, if special circumstances exist. Planning may not be scheduled during the 30 minutes uninterrupted lunch nor during travel time. Special area and traveling teachers shall be assigned duties in a manner which is equitable with that assigned to regular classroom teachers. The building principal will make every reasonable effort to schedule such teachers for 30 consecutive minutes of planning time during the teacher work day. Each year, one special teacher from each area (art, music and physical education) shall meet with the building principals to review and discuss scheduling options for special area teachers. The building principal has the option of reducing elementary art classes by 5 minutes, provided the remaining provisions of this section are satisfied. Planning for the purpose of this section includes teachers of the pre-kindergarten, kindergarten, first, second, third, fourth, fifth, and sixth grades, and teachers of the Developmentally Handicapped (DH), Multiple Handicapped (MH), Severe Emotional Disturbance (SED), and Severe Emotional Disturbance (SED) students.
- 12.621 On the last student day each year, elementary students (Pre-K through 6) will be in attendance one-half (1/2) day. The afternoon will be dedicated to completion of all required records.

12.622 Traveling Teachers

Travel time for teachers who are assigned to more than one building during a school day shall be in increments of 30 minutes. Traveling teachers shall be assigned duties based on their class load; therefore, if the teacher has already worked the length of the work day in the building where he/she began the day, teachers with a full class load will not be assigned a duty, with the exception of a building's before student arrival time, or after student departure, but not both. The building principal will make every reasonable effort to schedule such teachers for 30 consecutive minutes of planning time during the teacher work day. Each traveling teacher shall be assigned a home school for purposes of meeting attendance, which will be the building in which they end their day. Traveling teachers shall equitably distribute parent-teacher conference times among assigned buildings to a total of 6 hours for each release day. The Assistant Superintendent shall make every effort to identify the home school by the end of the first full week of school and shall insure that start and ending times are equitable. Under Section 12.83, each traveling teacher shall be expected to attend open house in each building to which

she/he is assigned. A traveling teacher may be scheduled to attend a meeting at other than the home school with advance notice to the traveling teacher and the home school principal.

Student Services Handbook

- 12.63 A Student Services Handbook will help staff members and administrators to understand the responsibilities and expectations for special education and Section 504 plans.
- 12.64 MTSS (Multi-Tiered System of Support) Team Chair(s) shall receive a yearly stipend, in the amount of \$1,500, payable in three equal payments on the second pay of November, March, and June.

Lesson Plans

- 12.7 Lesson plans are to provide sufficient, specific information for a substitute to carry out the daily classroom tasks and to require adequate planning by the professional staff member. Administration will not require a uniform format for lesson plans. This is not to be interpreted to preclude the indication of desired content.
- 12.71 Administrators who require professional staff members to hand in lesson plans will review the plans within a reasonable time period and provide feedback.

After School Meetings/Teachers' Meetings

- 12.8 Professional staff members may be required to remain after school for attendance at the following meetings:
- a) General staff meetings, or other meetings called by the Superintendent or his/her designee;
 - b) Department or grade level groups.
- 12.81 The above meetings, which require a delayed start to accommodate differences in building time schedules shall start no later than fifteen (15) minutes after the end of the student day of the building with the latest dismissal time. No professional staff member will be required to attend more than five (5) of these meetings with a delayed start per semester. Attendance at these meetings may not be required beyond one and one-half (1-1/2) hours past the earliest dismissed building (Example: Carylwood and Columbus meet together, the meeting begins at Carylwood's dismissal time of 3:45 (for the 2018-2019 school year), and ends at 5:00, which is Columbus's normal meeting end time (for the 2018-2019 school year).)
- 12.82 The above meetings labeled (a) and (b) shall not exceed two (2) meetings per week or three (3) meetings per month, except that in the case of emergency, a fourth meeting may be called in any one (1) month. Additional required meetings

will be held during school hours. A teacher unwilling to attend meetings beyond those set forth in this section 12.7 will not be negatively evaluated for the exercise of such rights. Meetings in 12.71 shall not be used for TBT purposes – i.e., for TBT teams to engage in the five-step process.

12.83 Meetings will be organized effectively with an agenda distributed to the participants at least one (1) day prior to the meeting, unless an emergency develops which relates to the safety or welfare of students or professional staff. Any items arising from meetings on the same day may be included on the agenda.

12.84 [Intentionally blank]

12.85 Services on committees, etc., shall be at the option of the individual professional staff member but the Board and Association encourage active participation at such meetings as part of the professional staff member's professional responsibility.

12.86 Selected extended committee work may be approved for reimbursement by the Superintendent of Schools at the substitute rate in effect per six (6) hour workday or hourly per diem rate.

12.87 Meetings with parents will be arranged with consideration of the teacher's schedule and other commitments and will be scheduled during regular work hours when possible. The BEA and the Board recognize that meeting with professional colleagues and parents regarding the identification, evaluation, development, implementation and modification of educational programs for students must be conducted and completed to ensure compliance with state and federal law.

12.88 Interdisciplinary Team Time

- (a) Master scheduling team, to the best of their ability, will create interdisciplinary or grade-level team meeting time. Teacher teams have the right to choose their own interdisciplinary or grade-level team meeting time.

12.89 **Teacher-Based Teams (“TBT”): Ohio Improvement Process**

- (a) TBT is defined as the teacher-based team working with the Ohio Improvement Process.
- (b) The TBT schedule may be evaluated annually at the request of either the District or Association.

If so requested, by March 1 of the applicable school year, the DLT using the Ohio Improvement Process will meet to evaluate the program.

The DLT shall meet to review the TBT schedule and consider whether the DLT recommends that the schedule be modified for the following school year.

The DLT shall submit its report and/or recommendations, to the BEA President and Superintendent by April 1st. The two shall meet and confer. Absent of the BEA President and Superintendent agreement, the status quo will be maintained.

- (c) BEA members will be assigned to a TBT or in a supervisor capacity during TBT meetings. The particular day of the week for the TBT meeting will be decided at the building level by the administration. All TBT meetings will occur at the High School on one day of the week, at the Middle School two days of the week, and at the intermediate and primary buildings three to four days of the week, unless otherwise determined by the process in Article 12.89(b).

TBT teachers will only have one TBT per week, for a minimum of forty consecutive minutes, which will begin no earlier than 10 minutes of the teacher's scheduled start time, unless otherwise determined by the process in Article 12.89(b).

- (d) If a bargaining unit member participates in a TBT meeting prior to the start of the regular work day, such bargaining unit member will be authorized to leave early for the equivalent amount of time, as determined by the process in Article 12.89(b).

Parent-Teacher Conference Time

12.9 The Board and teachers in the Elementary schools (pre-K-6) and in the Middle School and High School will use two (2) 'one-half (1/2) days' each semester for parent-teacher conference time. Parent-teacher conferences may be held in the evening and shall be scheduled for specific times at the elementary buildings; parents will be encouraged to schedule in-person conferences. All dates, times, and security arrangements for the scheduling of parent-teacher conferences shall be mutually agreed upon between building principals and the professional staff of the buildings, shall avoid conflicts with other school conferences, and shall be approved by the Superintendent. Teachers shall be present at conferences for a total of 6 hours to qualify for the compensatory day. Conferences shall be scheduled to provide sufficient time for discussion of the student's performance. Parents who need additional time to discuss the student's performance will be advised by the administration that they may contact the teacher by phone or email for further discussion. If a parent/guardian does not appear for a scheduled conference, the teacher will make contact with the parent by phone or letter or email.

12.91 The Board and teachers in the middle school and high school will use two (2) 'one-half (1/2) days' (or their equivalent) during the school year for parent-teacher conferences. All dates, times, and security arrangements for the scheduling of parent-teacher conferences shall be mutually agreed upon between building principals and the professional staff of the buildings, shall avoid conflicts

with other school conferences, and shall be approved by the Superintendent. Parent-teacher conferences may be held in the evening; parents will be encouraged to schedule in-person conferences. Teachers shall be present at conferences for a total of 6 hours to qualify for the compensatory day. Conferences shall be scheduled to provide sufficient time for discussion of the student's performance. Parents who need additional time to discuss the student's performance will be advised by the administration that they may contact the teacher by phone or email for further discussion. If a parent/guardian does not appear for a scheduled conference, the teacher will make contact with the parent by phone or letter or email.

- 12.92 Intervention specialists will be given seventy-five (75) minutes or ninety (90) minutes release time per assigned student for the purpose of planning and/or holding IEP conferences and \$20.00 per year per assigned student. The teacher will advise the appropriate special education supervisor if seventy-five (75) or ninety (90) minutes are required. For the purpose of determining released time, each student will be assigned to one teacher. At the anniversary date of an IEP, any intervention specialist may request additional time of the Director of Special Education. As well, the intervention specialist, with notice to the building principal, may forgo attendance at up to three (3) hours of department/grade level meetings at the anniversary date of an IEP, and use that time to plan and/or hold IEP conferences.

In addition, a teacher serving as case manager will be paid \$20.00 for any IEP she/he writes for a student added to her/his caseload during the school year. However, IEPs need to be completed within the required timeline to remain in compliance. It is the case manager's responsibility to monitor the process and complete the IEPs on time. Except for circumstances beyond the case manager's control, payment for an IEP that is out of compliance will not be made.

No more than four (4) release days may be used for the purpose of planning and/or holding IEP conferences. This in-district release time will be planned by the teacher and the building principal with consideration given to building and district schedules. Substitutes will be hired to cover class time.

- 12.92.1 Speech/language pathologists will receive \$20.00 per IEP written, for a maximum of fifteen (15) students totaling no more than \$300.00 of compensation. The IEP compensation will be provided for speech only students.

12.92.2 Alternate Assessments

Case managers for one or more students receiving alternate assessments will be trained early in each school year on compiling alternate assessment data on an ongoing basis over the course of the school year. Teachers primarily responsible for compilation of alternate assessment

reports may request that the Director of Special Education authorize release time for the compilation of alternate assessment reports.

Open House and Evening Activities

- 12.93 Traveling teachers will split by buildings to equal their two hours of Open House time.
- 12.94 The Administration and the BEA Negotiation Team will convene annually by April 1 to establish parameters for the open house and evening activities. The decision will be made by consensus. For school years 2019-2020, 2020-2021, and 2021-2022, open house will occur within the first three (3) work days of the school year.
- 12.95 In recognition of professionalism and the support of our students, K - 8 teachers are encouraged to attend one (1) evening music program for their class in their building and high school teachers are encouraged to attend high school graduation.

Loss of Planning Time

- 12.10 Spot substitution under this Article 12.10 shall be defined as payment in lieu of a teacher's regularly scheduled planning period (as a result, for example, a teacher will not be reassigned for the day). When any PreK-12 professional staff member is requested by an administrator to assume the responsibilities of teaching a class in lieu of a substitute teacher, the professional staff member shall be paid \$25 for more than 20 minutes of spot substitution coverage, and \$12.50 for 20 minutes or less of spot substitution coverage. School counselors will not be compensated for more than one (1) spot substitution per school day. The professional staff member accepting spot substitution agrees to make up the lost preparation period on his/her own time prior to the next school day. Each principal shall keep accurate records and inform the Treasurer when reimbursement is due.

Guidelines for spot substitution shall be made available to all professional staff members at the beginning of each school year.

A teacher may not refuse to spot substitute during his/her planning period when everyone with a planning period has refused to take the spot substitution assignment; in that case, the administrator will select a teacher on a rotational basis.

Split Classes

- 12.10.01 Split classes are defined as taking students in your class that are not currently on your homeroom class roster as a result of another teacher's absence. Where a class is split among a group of teachers, each teacher shall receive \$20 per day for covering a portion of such a split class. Such teachers also may be eligible for

spot sub pay in the event she/he assumes a spot sub assignment under section 12.10 above.

- 12.10.1 A co-taught classroom is defined as a regular education teacher and an interventionist working with the same group of students in a classroom setting. A teacher that teaches in a co-taught classroom environment will not receive spot substitution payment or split class payment when the other professional staff member is absent; the other professional staff member's absence will be filled via a substitute teacher or spot substitute.
- 12.10.2 All spot substitutions and split classes must be determined and approved by the administration and will be recorded by the secretary. Teachers must turn in their spot substitution and split class sheets weekly. Payment for spot substitution shall be made twice, January and June, per year. A professional staff member may elect not to take payment and carry over time from January to June but not from one school year to the next. The records shall be open to inspection by professional staff members during regular school hours.
- 12.10.3 Priority for filling a full day teacher absence is hiring a substitute teacher, then spot substitution, and lastly splitting the class. For any absence, it is the responsibility of the teacher to report his/her absence per the reporting requirements of the District.

Professional Development

- 12.11 Professional Development will be scheduled up to six work days throughout the school year, unless circumstances require additional days in the best interest of the District, as determined by the process in this Section.

The schedule for the Professional Development Days shall be established by the Superintendent or his/her designee annually, after an opportunity for feedback from the Association President or his/her designee. Such feedback shall be provided by the Association President or his/her designee to the Superintendent no later than April 1 of each year.

Two of these work days shall be dedicated as professional development/teacher-driven days. These days will consist of 3.5 hours of Professional Development, 45 minutes for teacher lunch, and three (3) hours of teacher-driven time.

- 12.11.1 A Professional Development Day shall be defined as a day when all professional staff members are in full session without students, for the purpose of the improvement of instruction and/or performance. The date of the Professional Development Days will in no way change or conflict with those days or times established as non-student/teacher workdays or times, nor will it involve any more than the presently negotiated number of contract days.
- 12.11.2 The date for Professional Development Days shall be determined at the time the calendar for the school year is developed, unless extenuating circumstances require

the Superintendent to determine the date after the calendar for the school year is developed. In such case of extenuating circumstances, teachers will be given one month's notice of the determined date.

Mentorship Program/Entry Year Program

12.12 A Board approved Traditional Mentorship Program will be implemented. Any changes in the Traditional Mentorship Program shall be negotiated by a committee of six (6) members, three to be appointed by the BEA President and three by the Superintendent of Schools. Each party shall be free to appoint its own representatives to the committee. The Committee shall meet on an as needed basis as determined by either party. Meetings shall commence by November 1st and to conclude by May 1st. Any required changes in contract language shall be ratified and approved by the parties in accordance with their normal processes.

12.12.1 Silent Mentor

A silent mentor is a veteran teacher with a minimum of 4 years of experience (all Resident Educator assessments completed) who has demonstrated strong instructional performance in her/his discipline. Every attempt will be made to place a teacher with a content area/grade level colleague where a silent mentor appointment is to be made. Teachers will be asked to work with veteran teachers (the "silent mentor") with the intent of helping them to reach the goals outlined on their improvement plan. Teachers that are asked to be a silent mentor can decline their request if they so choose. Silent mentors will work directly with their mentees in confidential/coaching style relationship. Silent mentors will be recommended by their credentialed evaluator, and approved by the Assistant Superintendent. Teachers will not have the option of selecting a silent mentor but will have input relative to the person selected. Silent Mentors will be compensated per the master agreement, which such payment shall be prorated for late hires based on his/her date of assignment to the position of silent mentor.

Peer Coaching Program

12.12.2 A Board-approved peer coaching program will be implemented. The purpose is to improve the instructional skills of professional staff members.

The relationship between the coach and the professional staff member will be built on trust and mutual respect. The relationship is intended to be non-evaluative and non-threatening in nature.

Participation in the peer coaching program will be voluntary, and may or may not stem from the evaluation process.

The professional staff member will select his/her coach from among the professional staff, or with the help of the building principal if so requested.

The principal will facilitate the opportunity for classroom observations between the coach and professional staff member by arranging for substitute teachers or appropriate released time.

In-service training may be arranged for the peer coach.

Limitations may be placed on the number of participants by the building principal based upon the time and resources available.

Teacher-Student-Parent Relationships

12.13 Today's society presents professional staff members, students, and parents with many challenges. One way to address these challenges is for each building staff to emphasize a caring and supportive approach in the day-to-day working relationships with students and their families. To sustain this goal, the Building Leadership Team will work together to collaboratively develop a plan to maintain and improve these teacher-student-parent relationships at the building level. The plan should promote a positive learning environment and a spirit of trust and cooperation between the home and the school. The plan, developed collaboratively by teachers and principals at each school site each year, should include, but not be limited to, the following elements:

1. the goal(s) of the plan as it relates to the teacher-student-parent relationships;
2. tentative activities which will be implemented;
3. a timeline for action; and,
4. the procedure by which the plan will be evaluated.

The plan should be submitted to the superintendent by October 15, and the final evaluation should be completed and submitted to the superintendent by May 31. This plan will carry over from one calendar year to another.

Technology

12.14 The administration shall provide adequate training in new technology to teachers and will build capacity to provide technical support in each building as new technology is added. Teachers shall be compensated for training in the use of technology in accordance with the Master Agreement. New technology programs shall be introduced on a voluntary basis and piloted and evaluated by the members of the Association bargaining unit and administration. When the piloting, evaluating and training process is completed, BEA will encourage the use of adopted technology by all members.

12.15 Hepatitis B. All professional staff members employed by the Bedford City School System that are interested will be inoculated with the hepatitis B shots as prescribed by the medical community. The Board of Education shall incur the expense of these shots only if they are taken in sequence to completion.

ARTICLE XIII — TEACHER RIGHTS AND RESPONSIBILITIES

13.1 Professional Obligations Beyond Classroom Duties

- 13.11 Many activities other than those found in the classroom are necessary if an educational institution is to meet all the needs of students. Professional planning, supervision of school-related activities, parental contacts and community relationships are but a few of the techniques used by professional teachers to determine and plan for the needs of students.
- 13.12 In order for schools to function properly, the responsible cooperation of all professional staff members, staff and administrative personnel is needed. Supervision and observation of students on the playground, in the hallways, and cafeteria, and monitoring/supervision of student behavior/conduct in the restroom, is not only necessary for a school to function properly, but also gives the professional staff member an opportunity to observe student reaction in an informal situation. The principal shall assign these duties on a rotation basis or some basis that is equitable and reasonable.
- 13.13 Meeting the educational needs of all students in the regular classroom does not include handling bodily wastes or the disposal of such. Special education teachers should consult the Student Services Handbook.
- 13.14 These duties also do not include the dispensing of medicine, including prescription and non-prescription drugs.
- 13.15 Recognizing that duties are an essential element of a teacher's daily responsibilities, the Board will endeavor to limit such duties in the elementary school buildings to other than lunchroom supervision. Such attempts will be limited by staffing situations or the need for teacher interventions; extenuating circumstances may warrant the need for teachers to be assigned to the lunchroom.
- Grade-level teachers will create a recess rotation schedule to be approved by the building principal.

Parent Meetings

- 13.16 A teacher may elect to postpone a meeting requested by a parent that has not been scheduled in advance with the teacher. Such postponement will be for no more than 24 hours.

Professional Meetings

- 13.2 The Board will implement a policy to reimburse teachers for expenses incurred in attending approved professional meetings with prior authorization from the principal and the Superintendent or his/her designee.

- 13.21 The Board will allow professional staff to attend professional meetings in compliance with the Board's policy. In an effort to make possible the implementation of the policy, a budget for professional meetings will be established each year and announced at the opening of school.

School Buildings - New Construction, Closings

- 13.3 The professional staff members of the Bedford City Schools will have input on the reorganization of the schools and/or the closing of a school building. If a committee is formed, the members will be selected by the Superintendent. The President of the Association and/or a delegate of his/her choice may serve on the committee.
- 13.31 Prior to the design of a school building, school building addition, or remodeling of a school building, the administrative representatives of the Board will meet with a committee of professional staff members, who shall be representatives of all grade levels and disciplines to be housed in the building, to discuss education requisites for the construction. The same group shall review the preliminary drawings prior to the preparation of working drawings. These meetings may occur outside of school hours. A set of working drawings will be on file in the Business Office for review.

Involuntary Transfer

- 13.4 Each professional staff member who is required to make a move to another building will be given consideration of his/her desires, concerns and fears in making such a move. Administration will counsel with each individual and/or group requesting it.
- 13.41 If a school building is closed and/or a professional staff member is involuntarily transferred, the Board shall provide each professional staff member who is required to transfer the following:
- Packing materials;
 - Custodial services for the moving of the professional staff member's materials to the newly-assigned school;
 - At the discretion of the Assistant Superintendent and upon approval by the Board, if a professional staff member is required to spend an excessive amount of time in transfer of materials, that professional staff member will be paid an amount equal to the base substitute pay per day.

Professional Personnel Records and Services

- 13.5 The State Department of Education requires that certain personnel records be kept up to date and on file for reference at all times.

The following personnel records, filed in the Office of the Superintendent are:

- Application for employment;
- Confidential credentials and references;
- Ohio teaching certificate;
- Transcript of college credits showing official record of the degree granted, original or certified copy;

- Record of military service;
- Record of TB test or X ray;
- Record form of all accumulated absences or leaves;
- Professional evaluations;
- Bureau of Criminal Records Report.

- 13.51 Anonymous letters or materials shall not be placed in a professional staff member's file nor shall they be made a matter of record.
- 13.52 Considering that negative contents on file are only alleged, and considering that professional staff member should be given the opportunity to speak on his/her own behalf, the professional staff member shall have the right to answer any materials contained in personnel files and his/her answer shall be attached to the file copy.
- 13.53 Each professional staff member shall have the opportunity, upon request and after managing a suitable appointment, to review the contents of his/her official personnel file except for material supplied to the administration as confidential prior to employment. Review of one's file must be in the presence of an authorized administrative staff member who will, upon request, assist the professional staff member in the calculation of hours of credit being used to determine his/her placement on the salary schedule. It is the professional staff member's responsibility to have up-to-date transcripts on file on specified dates to meet salary determinations. The signing of the contract and/or salary notification will serve as an indication that the salary as specified is correct. If it is determined at a future date that the teacher had additional credits but did not have documentation of said credits on file, no retroactive correction will be made. At the request of a professional staff member, the Superintendent or designee shall make copies of materials contained in that professional staff member's file with exceptions as noted herein. All costs of same shall be borne by the requesting teacher.
- 13.54 While limited counseling regarding the notification of hospitalization coverage and other matters such as retirement, workers' compensation, etc., is available, the limitations of local counseling must be recognized. However, the Business and/or Assistant Superintendent's Office will endeavor or provide information upon request or refer the requesting party(ies) to the representative of the organization involved.

13.55 It is the professional staff member's responsibility to notify the Treasurer's Office of any change in status that may affect the coverage of hospitalization.

Teaching Environment

13.6 The Board shall make available a lunchroom and restroom in each school to be used by staff members and other adults. At least one (1) room shall be reserved for use as a staff member lounge. The lunchroom and staff lounge may be in the same room.

13.61 The Board agrees to make available the following in the preparation of instructional material for the schools of the District:

District laptop

Copy facilities

Storage space for each professional staff member to store personal articles.

Whiteboard/Chalkboard space for every classroom where required for instruction.

Copies, for each professional staff member's use, of all texts used in each of the courses they are to teach.

Storage space in each classroom or in each department center for instructional materials.

Paper, chalk, erasers, dry erase markers and dry erase erasers, and other such materials required in daily teaching responsibility.

Reasonable access to a telephone for each staff member.

A separate desk for each professional staff member in the District, and the District shall endeavor to provide it with lockable drawer space.

A file cabinet or cupboard, and the District shall endeavor to provide it with a lock for instructional materials.

13.62 If a professional staff member has concerns about the teaching environment, the staff member shall inform the building principal.

13.63 Professional staff members are expected to dress in a professional manner.

Student Assistance

13.64 A teacher who believes she/he has responsibility for a student who may present a particular danger of harm to self or others and who believes she/he may need the ability to seek immediate help from the school office may request assignment of a

radio. The teacher may submit written request to the director of pupil services and her/his building administrator, following criteria to be established by the director, submit a request that the director assign her/him such equipment.

Pay Dates

- 13.7 Pay dates will be established so that checks are issued one time every two (2) weeks resulting in a twenty-six (26) pay plan or a bi-weekly pay plan. The pay date will be every other week on Friday. Should the pay date be a bank holiday, the pay date will be the last banking day preceding the bank holiday.

All professional staff members shall be paid via direct deposit to a cooperating bank on pay day. All professional staff members shall receive their pay stubs electronically. There shall be no paper pay stubs.

- 13.71 When it becomes necessary, the Treasurer will provide notice to the BEA President and teachers that there will be one three (3) week period between two pays in the following year.

- 13.72 In order to help provide funds for support of future school operating and building issues, effective July 1, 2010, a minimum of \$1 per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the bargaining unit and a minimum of \$2.00 per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the administration. Bargaining unit members may elect to opt out of this payroll deduction for the following school year during the annual open enrollment period. Members or administrators may elect to donate additional amounts via payroll deduction. In lieu of the payroll deduction, members and administrators may make a lump sum payment to the Building Social Committee. Monies raised by payroll deduction or through lump sum payments shall be directed to the Building Social Committee of the member's and administrator's building. At the time of an operating levy or bond issue campaign, the Building Social Committee shall forward, to the Levy Committee, the funds in the Social Committee's account related to levy support.

School Closings Due to Extreme Weather and Road Conditions

- 13.8 In the event of hazardous road and/or weather conditions, professional staff faculty members who may be late shall notify the school thirty (30) minutes before starting time if possible. Time missed is covered under the personal emergency leave procedure where applicable.

- 13.81 When the need arises the Board shall implement a delayed opening procedure and communicate same to the media.

- 13.82 Calamity Days. On days when school is closed as a result of inclement weather, extremely cold days or any other public calamity ("Calamity Days"), teachers

shall not be required to report for work except as specified below, and, furthermore, will not be docked pay.

When one or more buildings are closed for a calamity due to extreme heat, or due to an emergency (e.g., a water main break issue, loss of water, loss of electricity), the affected bargaining unit members are required to report to work/stay at work, unless otherwise specifically directed by the Superintendent. The time shall be used for teacher-driven activities related to instruction, with the administration having discretion to utilize/schedule the teachers' work time for up to one (1) hour per day.

In the event of the calamity being due to extreme heat, teachers will work an abbreviated schedule of 9 AM-2:30 PM, with a working lunch and no planning period. Also, in the event of extreme heat calamity day(s), teachers will be permitted to dress in appropriate yet comfortable clothing. There will be no abbreviated schedule for a calamity due to an emergency.

Bargaining unit members may be assigned to report to another building that remains open in the event his/her individual building is closed but others remain open.

Bargaining unit members who work on a student-only emergency or calamity day(s) for extreme heat shall receive their regular per diem pay for the day. Where a bargaining unit member is not required to report to work due to an emergency or calamity, he or she will not be docked pay, but shall be subject to the makeup procedures herein.

Makeup days or hours shall not be scheduled if the number of Calamity Days does not exceed the student hour equivalent of five (5) school days. In the event there are calamity day(s) due to extreme heat where teachers report to work, such extreme heat days shall not count toward the five (5) school days. Makeup days or hours for student instruction may be scheduled by the Board at the Superintendent's discretion in the event the number of Calamity Days exceeds the student hour equivalent of five (5) days. Makeup days or hours may be scheduled by the Superintendent during the regular school calendar year only with the mutual agreement of the BEA President. The Superintendent's recommended calendar to the Board, per Article XIX, may include at least one calamity make-up day, to be used if needed. If mutual agreement cannot be reached, all makeup days or hours will be scheduled at the end of the school year, excluding Saturdays and Sundays. It is understood that the teachers shall report for the makeup days or hours identified above with no further compensation for those days or hours.

Under any circumstance, notwithstanding any of the above, the Board shall schedule make up days or hours for any days or hours missed that would put students under the state minimum contact hours prescribed by law.

Student Discipline and Professional Staff Member Protection

13.9 The Board recognizes its legal responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom. The Board also recognizes that it is the constitutional right and the act of responsible citizenship for a professional staff member to sign a civil or criminal complaint against person or persons engaged in assault or vandalism against the professional staff member's person and/or property.

13.91 A professional staff member may use any reasonable and necessary means to protect himself/herself from attack or to prevent injury to another person. There will be no reprisal or act of prejudice on the part of the Board and/or Administration against a professional staff member pursuing such rights.

13.92 Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to secure such attention or assist the child's parents if they seek to avail themselves of such services.

13.93 Regardless of the cause of any pupil difficulty, no professional staff member or class is required to tolerate any act of gross misconduct including flagrant discourtesy, abusive and vile language, acts of violence and/or deliberate insubordination. Such cases may be referred immediately to the principal for appropriate action. A professional staff member may remove a pupil from class to the charge of the principal when the seriousness of the offense, persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom a serious threat to instruction and/or well-being of other persons.

13.94 In such cases the professional staff member shall furnish the principal in writing as promptly as his/her teaching obligations will permit, full particulars of the incident(s) including the professional staff member's recommendation for the reentry of the pupil into the classroom. When a professional staff member refers a student to any administrator for violation of the building's student code of conduct, that administrator, upon request of the professional staff member, shall report to the professional staff member in a timely fashion the action taken including information about any special circumstances.

In addition, professional staff members are encouraged to provide input in writing to the building principal regarding the building student code of conduct. Such input should be submitted prior to April 1 of each school year.

Dialogue between the professional staff and the building principal about proposed changes in the student code of conduct is encouraged.

13.941 The Board will establish the policy for a district-wide code of student conduct which will include consequences. Building principals will develop

procedures regarding implementation of the student code of conduct at the building level. These procedures will be coordinated by building principals with common grade levels.

A committee composed of six members appointed by the BEA President and up to 6 members appointed by the Superintendent has been formed and shall continue to review sections 13.9 through 13.943. The committee shall continue to review practices and discipline plans of different buildings and search for best practices to recommend. Among the issues the committee will reconsider is the time in which written referrals are to be submitted to the offices and the time for the administration to respond to referrals. The committee will continue to examine “progressive discipline” practices across the District and through different grade levels. The committee also will consider identifying programs and/or consultants that might be effective in helping improve student behavior and classroom management.

13.942 Each building principal will develop a written chain of command document to be followed in cases when the Principal is absent from the building. The chain of command document will clearly define the priority, authority, and responsibilities of those members acting in lieu of the Principal.

The Plan will be discussed at a faculty meeting by the end of September and distributed to each professional staff member.

Whenever feasible, the staff should be informed when the principal is absent from the building.

Student Discipline

13.943 The building administration shall not “package” referrals for investigation, i.e., shall not tie the administration of discipline for such alleged infractions into other discipline matters.

Assaults on Professional Staff Members

13.95 Any case of assault upon a professional staff member in school shall be promptly reported to the Superintendent by the professional staff member and/or his/her principal, or a designated representative. In cases where legal action may ensue, the principal shall attempt to obtain a list of the witnesses to the assault. The principal shall promptly attempt to obtain a written report from the professional staff member and all witnesses. These statements shall be signed, dated and filed. The Board will provide legal counsel competent to advise the professional staff member of his/her rights and obligations with respect to such assault.

13.951 Time lost from the professional staff member’s school work in connection with any injury, court procedure or other action resulting from such an

assault shall not be charged against the professional staff member unless the professional staff member is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction. In the case of an assault by a student(s) on a professional staff member or by any persons while the professional staff member is on duty, the Board will assist the professional staff member in seeking redress. Whenever possible, the professional staff member shall not be required to teach or supervise the offending student in the future.

Complaints Against Professional Staff Members

In the event the District is considering a complaint as a matter possibly subject to discipline, then Article 13.96 shall apply instead of this Article 13.952-5.

13.952 Complaints against a professional staff member will be handled in the following order:

Step 1: Complainant shall direct the complaint directly to the employee. If such interaction does not lead to understanding and resolution of the problems involved, or if the complainant is unwilling to direct the complaint directly to the employee, a complainant may move to Step 2.

Step 2: Submit a complaint to the employee's direct supervisor. If such interaction does not lead to understanding and resolution of the problem involved, the complainant may move to Step 3.

Step 3: Appeal to the Superintendent or his/her designee. If not resolved, the complainant may appeal to the Board as outlined in Section 13.953.

13.953 If still not resolved, it may be appealed to the Board. The professional staff member may request and be accompanied by counsel and/or an Association representative and/or legal counsel at any level of appeal. Any written reports are to be signed by the professional staff members as witness to having seen such report and not as agreement to the contents of the report.

13.954 No professional staff member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, in accordance with Article 13.96. Any such discipline, reprimand or reduction in rank, suspension with or without pay, compensation or advantage shall be subject to professional grievance procedure. Contract termination must be in accordance with the applicable provisions of the Ohio revised Code. All information forming the basis for disciplinary action will be made available to the teacher.

13.955 Defense of Members in litigation related to Performance of Job Duties

The Board agrees to fulfill its responsibilities to defend (provide counsel) and indemnify (pay damages) for any member of the bargaining unit who is named as a defendant in any legal action “which contains an allegation for damages for injury, death, or loss to person or property caused by the [member in connection with her/his employment, provided the member] was acting both in good faith and not manifestly outside the scope of [her/his] employment or official responsibilities.” ORC 2744.07(A)(1).

Progressive Discipline

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

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

Progressive Discipline Steps

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

Step 1 – Verbal Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension with or without pay, not to exceed ten (10) days.

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

- Steps may be bypassed for flagrant violations

During an investigation the bargaining unit member may be assigned to home without loss of pay or benefits. Work may be provided while on paid home assignment.

Before a bargaining unit member is issued a written reprimand or is suspended without pay for not more than ten (10) days, the bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring a BEA or OEA representative to the meeting, provided the meeting will not be delayed beyond

the end of the following school date to accommodate the attendance of the representative.

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

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

ARTICLE XIV — COMPENSATION AND BENEFITS

14.1 Professional staff members shall be paid in accordance with the salary schedules which appear in Addenda B-1 through B-4 of this Agreement.

The BA-0 base salary shall be increased as follows:

	<u>BA-0 Salary</u>	<u>Percentage Increase</u>	
7/1/19	2019-2020	41,547	2%
7/1/20	2020-2021	42,378	2%
7/1/21	2021-2022	43,225	2%

14.11 Effective with the 1996-97 school year, an additional Step 18* will be added to all columns as follows:

<u>BA</u>	<u>BA/150</u>	<u>BA/180</u>	<u>MA</u>
1.800	1.904	1.978	2.019

*To be eligible for Step 18, an employee must be employed at Step 14 for a period of four (4) years.

14.12 In addition to the base salary, an amount of \$50 per graduate semester hour will be paid for each block of nine (9) graduate semester hours earned after the M.A. or M.Ed. Degree to a maximum of five (5) blocks: MA+9 = \$450, MA+18 = \$900, MA+27 = \$1,350, MA+36 = \$1,800, MA+45 = \$2,250. Semester credits are to be submitted to the Office of Assistant Superintendent by September 15 of each year to be applied for that current year.

14.121 As soon as possible but no later than December 1st each year, each teacher shall be issued a salary/benefits statement to show each teacher her/his salary for that school year. The statement shall also show Board contributions for health and life insurance, STRS, Medicare, and liaison pay as applicable.

Longevity Pay

14.13 A longevity increment will be provided in the amount of \$1,300 per year after a teacher has completed twenty (20) years of service with the Bedford City School District; \$1,550 per year after a teacher has completed twenty-five (25) years of service with the Bedford City Schools; and \$1,800 per year after a teacher has completed thirty (30) years of service with the Bedford City School District.

14.14 There shall be no maximum salary increase amount.

Tuition Reimbursement

14.15 The Board will establish a fund for payment of tuition and fees for college courses taken by professional staff members. The fund shall be \$38,000 for each of the 2019-2020, 2020-2021, and 2021-2022 school years. Each fiscal year will be administered jointly by the Superintendent's and BEA President's designees, who shall meet by September 30 to make such determinations.

14.151 The Board agrees to pay up to one hundred ninety-five (\$195.00) per semester hour for the 2019-2020, 2020-2021, and 2021-2022 school years, not to exceed \$1,170 per staff member per school year for the 2019-2020, 2020-2021, and 2021-2022 school years, to full-time professional staff members who successfully complete college courses taken at accredited colleges or universities related to the teaching profession or relevant to their teaching field(s), subject to limitations as described in Articles 14.152 and 14.154, not to exceed the actual cost of the coursework.

14.152 An employee may receive reimbursement for a maximum of six (6) semester or nine (9) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted by September 1 of the school year for which the request is being made to the Board Treasurer to be eligible for tuition reimbursement. Tuition reimbursement payments shall be issued as soon as possible but no later than November 1st.

14.153 An employee must be employed in the District the year following the eligible coursework to receive tuition reimbursement, unless the employee is affected by a reduction-in-force and the coursework was scheduled and paid prior to the employee's RIF notification. If the teacher does not complete the contract year in which the payment is made, a prorated portion (based on percentage of the school year completed) of the reimbursement shall be deducted from the teacher's final check.

14.154 If the number of valid tuition reimbursement requests exceeds the appropriated amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of eligible credit hours district-wide for which reimbursement was requested. Payment will be made during September of the following school year.

14.155 Employees who are reimbursed by another agency shall be eligible for reimbursement of only the difference, if any, between the actual cost of the coursework and the amount of reimbursement from the other agency.

Contract Pay

14.2 186 days except for beginning teachers for orientation - 189 days.

14.21 With the 1993-94 school year, two days were added to the calendar. There are 186 days in the calendar except for new teachers who will have 189 days.

14.22 One of these additional days, or its equivalent, will be for student instruction.

14.23 The second of these additional days, or its equivalent, will be used to improve the quality of instruction. The format for this day will be agreed to by the principal(s) and faculty(s) involved and approved by the Superintendent. The development of these programs shall be agreed upon by the principal(s) and faculty(s) involved and approved by the Superintendent. Such meetings should be a collaborative effort of teachers, staff and principal. Each May representatives of each building selected by the building leadership team (no more than 3 from each building) plus the building administrator will meet to evaluate the success of the program and may agree to modify the program for following year. Decisions shall be made by consensus.

14.3 Medical and Hospitalization Insurance

1. Subject to Section 14.3.2, the District provides medical and hospitalization insurance through a family and single base plan that provides coverage in accordance with the plan design specifications.

2. Changes in carrier and/or plan design shall be made through the recommendation of the Health Care Committee as part of their annual policy review as provided in Section 14.91.

14.31 Effective January 1, 2018, premiums shall be as calculated as stated in Appendix G-1, with employees who obtained an age appropriate wellness examination during calendar year 2017 paying the applicable 12% column monthly rate for calendar year 2018, and employees who did not obtain an age appropriate wellness examination during calendar year 2017 paying the applicable 13% column monthly rate for calendar year 2018. (Section 14.91 shall not apply to plan year 2018, given the rates are set in Appendix G-1.)

14.32 Effective January 1, 2019, a member who elects to enroll in the base plan shall pay 13% of the 2019 monthly premium, unless the member has obtained an age appropriate wellness examination during the previous calendar year on or before November 15. Having done so, the monthly premium contribution shall be reduced to 12% for that calendar year (e.g., premium contribution will be reduced to 12% of the 2019 monthly premium for calendar year 2019 if an employee obtains an age appropriate wellness examination during calendar year 2018).

Effective January 1, 2020, a member who elects to enroll in the base plan shall pay 18% of the 2020 monthly premium, unless the member has obtained an age appropriate wellness examination during the previous calendar year on or before

November 15. Having done so, the monthly premium contribution shall be reduced to 13% for that calendar year (e.g., premium contribution will be reduced to 13% of the 2020 monthly premium for calendar year 2020 if an employee obtains an age appropriate wellness examination during calendar year 2019 on or before November 15).

Effective January 1, 2021, a member who elects to enroll in the base plan shall pay 19% of the 2021 monthly premium, unless the member has obtained an age appropriate wellness examination during the previous calendar year on or before November 15. Having done so, the monthly premium contribution shall be reduced to 14% for that calendar year (e.g., premium contribution will be reduced to 14% of the 2021 monthly premium for calendar year 2021 if an employee obtains an age appropriate wellness examination during calendar year 2020 on or before November 15).

Effective January 1, 2022, a member who elects to enroll in the base plan shall pay 20% of the 2022 monthly premium, unless the member has obtained an age appropriate wellness examination during the previous calendar year on or before November 15. Having done so, the monthly premium contribution shall be reduced to 15% for that calendar year (e.g., premium contribution will be reduced to 15% of the 2022 monthly premium for calendar year 2022 if an employee obtains an age appropriate wellness examination during calendar year 2021 on or before November 15).

An “age appropriate wellness examination” shall be in accordance with the guidelines set forth by the member’s plan.

- 14.33 The premium contribution for any high deductible plan shall be determined by the Health Care Committee (“HCC”). However, an employee choosing the High Deductible Plan will pay an additional 1% of the premium if he/she does not obtain an age appropriate physical exam during the previous calendar year on or before November 15. Effective January 1, 2020, an employee choosing the High Deductible Plan will pay an additional 5% of the premium if he/she does not obtain an age appropriate physical exam during the previous calendar year on or before Nov. 15. Effective January 1, 2021, an employee choosing the High Deductible Plan will pay an additional 5% of the premium if he/she does not obtain an age appropriate physical exam during the previous calendar year on or before Nov. 15. Effective January 1, 2022, an employee choosing the High Deductible Plan will pay an additional 5% of the premium if he/she does not obtain an age appropriate physical exam during the previous calendar year on or before Nov. 15.
- 14.34 Employees may choose an alternate plan as may be determined by the Health Care Committee, subject to the same percentage not to exceed the cost to the Board of Education of hospitalization in 14.32. (I.e., For calendar year 2019, employee pays 12% (or 13%) of the base cost plus the difference in the alternate plan. For calendar year 2020, employee pays 13% (or 18%) of the base cost plus the difference in the alternate plan. For calendar year 2021, employee pays 14% (or 19%) of the base

cost plus the difference in the alternate plan. For calendar year 2022, employee pays 15% (or 20%) of the base cost plus the difference in the alternate plan. Alternate plans are the Medical Mutual Buy-Up Plan and Medical Mutual HMO Plan.)

14.35 Premium paid by Board and employee shall be prorated for part-time employees.

14.36 Employees, except two (2) teacher families who are covered by another medical insurance plan who elect not to enroll in Board-paid HMO, hospitalization and major medical insurance or managed care plan, shall receive a payment at the completion of each full school year (July 1 through June 30) in the following amount:

<u>Eligible for</u>	<u>Enroll in</u>	<u>Payment</u>
Family	No Board plan	\$400
Family	Single	\$200
Single	No Board plan	\$200

14.4 Term Life Insurance: All certificated employees shall receive \$75,000 term life insurance and will have the option of purchasing at their own expense additional insurance at the Board rate through the carrier, if available.

14.5 Dental Insurance: Per plan adopted by the HCC. The employee contribution percentage shall be determined for each employee as per section 14.32. Non-traditional plans may carry a different contribution as determined by the HCC.

14.6 Prescription Drugs: Prescription drug coverage shall be provided as an essential health benefit in all medical plans offered by the Board in accordance with law.

14.7 Spousal Insurance

(This Section only applies to teachers newly hired in the Bedford City Schools beginning with the 2007-2008 school year.)

1. If a teacher’s spouse is eligible to participate (as a current employee or retiree) in group health insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s) (“spouse available insurance”). The spouse may enroll in single employer sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
2. Upon the spouse’s enrollment in any such “spouse available insurance” insurance coverage, that coverage will become the primary payer of the spouse’s benefits and the coverage sponsored by the Board will become the secondary payer of the spouse’s benefits.
3. Any spouse who fails to enroll in any “spouse available insurance” as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

4. Every employee whose spouse participates in the Board's group health insurance coverage shall complete and submit to the Board, upon request, a written declaration (Addendum F-1) verifying whether his/her spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer.
5. If a teacher submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the teacher results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the teacher will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.
 - a. Any amount to be reimbursed by the teacher may be deducted from the benefits, including salary, to which the teacher would otherwise be entitled.
 - b. In addition, the teacher's spouse will be terminated immediately from the Board's group health insurance.
6. If a teacher submits false information about his/her "spouse available insurance" coverage(s), the teacher may be subject to disciplinary action by the Board, up to and including termination of employment.

14.8 Enrollment Practices

If a teacher and/or his/her spouse and/or his/her dependent(s) involuntarily lose insurance coverage(s) from any other plan (e.g. employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance benefits through employer), that teacher and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no preexisting condition exclusions or waiting period.

14.9 Per Diem Rate Definition

Per Diem rate for all purposes when per diem rate is relevant is the salary from the salary schedule, excluding supplemental salaries, which includes longevity pay and hours beyond the Masters pay, divided by 186. All places in the Agreement where per diem rate is referenced shall be modified to be consistent with this definition.

14.91 **Health Care Committee**

A committee composed of four (4) representatives appointed by the BEA president and four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The OAPSE local president shall be invited to appoint four representatives as well. The Health Care Committee shall be co-chaired by the Bedford Education Association president, the support staff president and the superintendent or his or

her designee. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members.

- A. If training becomes necessary for HCC members, the objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.
- B. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage (i.e., for each plan), effective January 1st of each year at 5% or below compared to the prior year's premium.
- C.
 - (1) If the increase in premium is 5% or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage. Members who elect to enroll in any plan shall pay the applicable member monthly premium contribution described in Section 14.32-14.35.
 - (2) If the premium increase is more than 5% the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to reduce the total premium increase by 5% effective January 1st (e.g., a premium increase of 8% shall be reduced to 3%). If the committee is able to reach consensus to reduce the total premium increase by 5%, members who elect to enroll in any plan shall pay the applicable member monthly premium contribution described in Section 14.32-14.35. A copy of simulations is attached as Appendix G-2.
 - (3) If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions identified in Section 14.91.C.2., then the 5% reduction of the total premium increase shall still be made. Instead of by consensus, the 5% reduction of the total premium will be made in accordance with a recommendation for same by the healthcare committee consultant. Members who elect to enroll in any plan shall pay the applicable member monthly premium contribution described in Section 14.32-14.35. The recommendation of the healthcare committee consultant will be made available prior to the vote regarding steps to take to achieve the necessary reductions.
 - (4) The healthcare committee may determine to reduce the total premium by fewer percentage points than the 5% in Section 14.91.C.2, but only by unanimous vote of the healthcare committee members present at the meeting. Members who abstain from voting are not counted in those present at the meeting. Members may send

a substitute in his or her place where circumstances prevent a member from attending at committee meeting.

(5) In addition, effective on the last day of the negotiated agreement, June 30, 2019, for any subsequent plan year (Jan. 1, 2020 forward) for all lines of coverage (i.e., for each plan):

i. If the increase in premium is 5% or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage. Members who elect to enroll in any plan shall pay the applicable member monthly premium contribution described in Section 14.32-14.35.

ii. If the premium increase is more than 5%, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to reduce the total premium increase by up to 7.5% effective January 1st, as described herein. If the increase is between more than 5% and 10% or less, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to reduce the total premium increase by 5% effective January 1st. If the increase is between more than 10% and 12.5% or less, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to reduce the total premium increase to 5% effective January 1st. If the increase is greater than 12.5%, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to reduce the total premium increase by 7.5%. (See Appendix G-3 for chart outlining required committee action.)

iii. If the committee is able to reach consensus to reduce the total premium increase by the applicable percentage described herein, members who elect to enroll in any plan shall pay the applicable member monthly premium contribution described in Section 14.32-14.35.

iv. If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions identified in Section 14.91.C.5., then the applicable percentage reduction of the total premium increase shall still be made. Instead of by consensus, the percentage reduction of the total premium will be made in accordance with a recommendation for same by the healthcare committee consultant. Members who elect to enroll in any plan shall pay the applicable member monthly premium contribution described in Section 14.32-14.35. The recommendation of the healthcare committee consultant will be made available prior to the vote regarding steps to take to achieve the necessary reductions.

v. The healthcare committee may determine to reduce the total premium by fewer percentage points than the applicable percentage described in Section 14.91.C.5, but only by unanimous vote of the healthcare committee members present at the meeting. Members who abstain from voting are not counted in those present at the meeting. Members may send a substitute in his or her place where circumstances prevent a member from attending at committee meeting.

- D. The administration and the Association each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
- E. The committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as is practicable, on and after the effective date of the bargaining agreement.
- F. Following completion of the training program set forth above, the Health Care Committee shall jointly select the health insurance consultant through a request for qualifications process (RFQ).
- G. On or before November 15 of each year, the committee shall consider changes in program design. All decisions shall be made by consensus, as defined and described herein. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the committee will become effective January 1 for the BEA and the administration.

“Consensus” as described in this Article 14.91 means more than fifty percent of the healthcare committee members present at the meeting voting in favor of the decision. Members who abstain from voting are not counted in those present at the meeting. Members may send a substitute in his or her place where circumstances prevent a member from attending at Committee meeting.

In the event a healthcare committee issue does not apply to OAPSE or where the consensus structure is different for OAPSE, the voting members of the committee shall include only the BEA and administrative team members.

- H. This section shall be amended from time to time as the Health Care Committee considers changes to the plan. Any changes adopted by the Committee shall be added to this section as an addendum.
- I. In order for all members of the committee to get the same information at the same time, all communications with the healthcare consultant and any member of the HCC will be shared with the HCC members within 24 hours on matters directly related to the health care committee.

14.92 Section 125 Plan

Effective as soon after July 1, 2005 as possible, the Board shall adopt and enhance Section 125 Plan including provisions for premium pass through, flexible spending and dependent care features; the administer fee associated with the flexible spending and dependent care provisions shall be paid by those employees who elect to participate.

ARTICLE XV — COACHING AND CO-CURRICULAR COMPENSATION

Supplemental Contracts

15.1 Supplemental Contract assignments are those conducted outside of the professional staff member's contractual school day or contractual school year. These assignments shall not be obligatory but offered only to those professional staff members who are willing to assume the responsibility. Supplemental Contracts are ordinarily offered to those professional staff members who have exhibited an interest in and demonstrated the ability to conduct them. All supplemental contracts are for one year ONLY, therefore, each supplemental will be posted annually in order to generate interest.

15.2 By April 1 the administration will provide all teachers via email a list of all supplemental positions to be filled for the following school year. All letters of interest for non-athletic positions must be submitted to the building principal and individuals must apply electronically no later than April 15. For athletic supplemental positions all letters of interest must be submitted to the Athletic Coordinator and individuals must apply electronically no later than April 15. If by April 15, no interest has been generated, the Asst. Superintendent's office may send a letter to the previous coach/leader/advisor gauging their possible interest.

On or before August 1, an email will be sent to all staff members announcing any unfilled positions. In addition, included in the beginning of the year letter sent by central office outlining first day(s) of school, will be a list of any unfilled positions. Further emails will be sent to all teachers as needed throughout the year after new positions are created, or an existing position becomes vacant and will be filled. For non-athletic supplemental positions, teachers interested in the position shall provide a resume and submit an expression of interest to the building principal and for athletic positions teachers shall provide a resume and submit an expression of interest to the Athletic Coordinator. Emails will be sent to advise of actions to fill supplemental contracts.

15.3 Payment for all co-curricular positions with a total annual stipend of \$900 or more will occur in three equal payments paid in the months of November, March and June. Payments will be made on the second pay of these months.

15.4 If a club or organization does not have 8-10 student members, it is not considered a viable club or organization, unless it is approved by the building principal, Superintendent or Designee.

15.5 A supplemental committee comprised of up to five (5) administrators appointed by the Superintendent or designee and up to five (5) BEA representatives appointed by the BEA President will be established by the first Wednesday in October each year to review the current supplemental classifications, open positions, and new supplemental applications. The committee will submit its recommendations to the Superintendent and BEA no later than April 1 of the year prior to the year of the expiring negotiations agreement with the understanding that a joint supplemental proposal will be submitted to the negotiations teams to consider.

Publicizing Openings for Supplemental Contracts

15.6 When a vacancy exists for a supplemental contract, the principal of the building in which the vacancy exists will so notify the Assistant Superintendent, who will, upon learning of the vacancy post appropriate notices electronically to all employees.

15.61 The Assistant Superintendent will maintain a current listing, by category, of those professional staff members who wish to be considered for supplemental contracts. As vacancies occur, he/she will notify, via inter-school communications, those professional staff members whose names appear in the category of the vacancy. When the vacancy occurs in the summer (vacation) months, an email will be posted electronically and emailed to all professional staff members announcing any unfilled positions. In addition, included in the beginning of the year letter sent by central office outlining first day of school, will be a list of any unfilled positions.

15.7 The salary index schedules for coaching and co-curricular positions appear in Addendum C-1 and C-2 of this Agreement.

15.8 Coaching experience is negotiable between coach and administration when hired.

15.9 Coaches of both girls' and boys' sports are expected to have equal work loads and requirements.

15.10 Ratios are based on the BA minimum in effect during each school year.

15.11 All coaches will receive the supplemental pay in two (2) equal payments. The payments will be made in the second pay of the month as follows:

Fall season coach - September and November

Winter season coach - December and March

Spring season coach - April and June

ARTICLE XVI — CAREER AND TECHNICAL EDUCATION
(VOCATIONAL TEACHERS)

- 16.1 Effective with the start of the 2001-02 school year, Career and Technical Education teachers currently employed by the District shall be placed on the salary schedule in the BEA-Board Agreement as follows:
- 16.2 “BA” equals a bachelor’s degree or equivalent; “equivalent” means five (5) years of appropriate work experience as defined in the Teacher Education and Licensure Standards by a vocational area, plus a minimum of a one (1) year vocational certificate or a two (2) year provisional license. “BA 150” equals one hundred fifty (150) semester hours or equivalent; “equivalent” means five (5) years of appropriate work experience plus a minimum of a four (4) year Provisional Vocational Certificate or the first renewal of a professional license. “BA 180” equals one hundred eighty (180) semester hours or equivalent; “equivalent” means seven (7) years of appropriate work experience plus a minimum of an eight (8) year Professional Vocational Certificate or the first renewal of a professional license. “MA” equals a master’s degree or equivalent; “equivalent” means eight (8) years of appropriate work experience plus a bachelor’s degree plus an eight (8) year Professional Vocational Certificate or the second renewal of a professional license. No CTE teacher shall be placed on the salary index in any column greater than “MA” based on earning the “equivalent.” To move to MA9, for example, a CTE teacher must earn an M.A. or M.Ed. degree and nine additional graduate semester hours.
- 16.3 In determining proper placement on the salary schedule, quarter hours of college credit may be substituted for semester hours of credit at the rate of three (3) quarter hours equal two (2) semester hours.
- 16.4 Career and Technical Education Teachers initially employed by the District on and after July 1, 2001 initially shall be placed on the salary schedule in accordance with said provisions. Commencing with the 2001-02 school year, Career and Technical Education Teachers shall advance on the salary schedule either in accordance with these provisions or by preparing and submitting an Individual Professional Development Plan to the Local Professional Development Committee. The LPDC will review said plan and make a recommendation to the Assistant Superintendent regarding crediting non-college credit work for possible salary schedule advancement.

ARTICLE XVII — REEMPLOYMENT OF RETIRED TEACHERS

- 17.1 A teacher retired under STRS (“re-employed teacher”) may be employed subject to the following conditions:
- 17.2 Subject to these provisions, the re-employed teacher is a member of the bargaining unit and subject to the provisions of the BEA-Board Agreement.
- 17.3 A re-employed teacher shall receive a maximum of five (5) years experience credit and the individual’s educational attainment for salary schedule, placement purposes. If the teacher is re-employed the following school year, he/she will advance one year on the salary index for each year of employment under section 17.03.
- 17.4 A re-employed teacher shall commence employment with zero years of seniority credit for purposes of layoff and zero days of accumulated sick leave.
- 17.5 A re-employed teacher shall serve under a one-year limited contract which will be automatically non-renewed at the conclusion of that year without the need for completion of the evaluation process. The Board and BEA intend that this provision expressly supersedes any rights the re-employed teacher might otherwise enjoy under ORC §§3319.11 and 3319.111.
- 17.6 A re-employed teacher shall not be subject to the entry year/mentoring program.
- 17.7 Effective January 1, 2009, a re-employed teacher will be eligible for health insurance on the same basis and terms as other members of the bargaining unit as set forth in section 14.3 through 14.92.

ARTICLE XVIII – RESIDENT EDUCATOR

- 18.1 Purpose: The purpose of the Resident Educator Program is to provide a program of support and formative assistance for teachers new to the profession who hold a 4-year provisional resident educator license. The program is designed to provide ongoing instructional support through differentiated mentoring models that allow new teachers to grow and practice the profession of teaching during their initial years of residency.
- 18.2 The Resident Educator Program will be a Program administered and funded by the Board and coordinated by the Assistant Superintendent’s office. This program shall be separate from and shall not replace the employee evaluation system.
- a. Resident Educator: A Resident Educator is a teacher employed under a resident educator license.
 - b. Mentor Teacher: A Mentor Teacher is a teacher trained and assigned by the Board to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.
 - i. With prior notice and approval by the Board, the Board will pay all training fees and expenses required for Mentor Teachers to receive the mandatory ODE mentor training.
 - ii. Mentor Teachers may be assigned one or more Resident Educators as determined by the Board based on the needs of the Program.
 - iii. Participation as a Mentor Teacher is voluntary.
- 18.3 RESA Mentors
- a. Qualifications and selection
 - i. The Mentor Teacher must have a minimum five (5) fulltime years of teaching experience in the Bedford City School District. Teachers wanting to serve as mentors shall receive a letter of recommendation from the building principal.
 - ii. Teachers selected to be mentors for the first time shall successfully complete the required training through the current ODE Resident Educator program, including refresher training as outlined by the state.
- 18.4 General
- a. Resident Educators shall also be required to participate in a teacher induction program.
 - b. No Mentor Teacher shall participate in the District’s evaluation of any Resident Educator.

- c. No Mentor Teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- d. The Resident Educator Mentor Teachers shall receive a stipend of \$1,500 per school year, pro-rated for partial years of service.

ARTICLE XIX - CALENDAR

- 19.1 The school calendar shall be adopted two years in advance by the Bedford City School District Board and shall designate workdays with students and workdays without students.
- a. The calendars to be developed shall take into consideration the views of the professional staff, other employees, parents, and students, state calendar laws and regulations.
 - b. Proposed calendars shall be developed by a committee made up of the Assistant Superintendent and two designees and the BEA President and two designees. The committee shall submit proposed calendars to the Superintendent, who shall consider the proposed calendars prior to making a his/her final recommendation in his/her discretion to the Board. This committee process shall be commenced after return from the December holiday vacation period, and final calendar recommendations submitted by the Superintendent to the Board for its consideration by May of the applicable year.

GRIEVANCE FORMS

BEDFORD EDUCATION ASSOCIATION

BEDFORD CITY SCHOOL DISTRICT

STEP 1 – INFORMAL GRIEVANCE FORM

Grievant _____ Date _____

School _____ Administrator _____

Grievant's representative (if any) _____

Date of Occurrence and Date of Step I Conference _____

Statement of Grievance, provisions of the Master Agreement and/or written teacher evaluation procedure allegedly violated, and Adjustment sought:

Signature of Grievant

(Type or print all information except signature)

Copies to: Administrator
Association President

DISPOSITION FOR STEP I BY THE ADMINISTRATOR

(To be completed by the Administrator within ten (10) days after hearing)

Grievant _____ Date of Step I Meeting _____

School _____ Administrator _____

Disposition of the Administrator:

_____ I uphold the grievance.

_____ I deny the grievance.

Date of Disposition _____

Signature of Administrator

Grievant's Response: (To be completed by the grievant within ten (10) days of decision.)

_____ I accept the above disposition of the administrator.

_____ I hereby refer the above disposition for further grievance procedures.

Date of Response _____

Signature of Grievant

Copies to: Grievant
Representative (if any) Association President

COMPLAINT BY THE GRIEVANT (STEP II)

Grievant _____ Date _____

School _____ Superintendent _____

Grievant's Representatives (if any) _____

Date of Step II Disposition _____

Statements of Grievance, provisions of the Master Agreement and/or written teacher evaluation procedure allegedly violated, and Adjustment sought:

Signature of Grievant

(Type or print all information except signature)

Copies to: Superintendent
Association President

COMPLAINT BY THE GRIEVANT (STEP IV)

Grievant _____ Date _____

School _____

Grievant's representatives (if any) _____

Date of Step III Disposition _____

Statements of Grievance, provisions of the Master Agreement and/or written teacher evaluation procedure allegedly violated, and Adjustment sought:

Signature of Grievant

(Type or print all information except signature)

Copies to: President of Board
Association President

DISPOSITION BY BOARD (STEP IV)

(To be completed by the Board, or committee thereof, within ten (10) days after hearing with the grievant and his/her representative.)

Grievant _____ Date _____

Date of Formal Hearing with Board _____

Disposition by the Board:

Date of Decision

Signature of Superintendent and/or his/her Designee

Grievant's Response: (To be completed by the grievant within fourteen (14) days of disposition.)

_____ I accept the above disposition of the Board of Education.

_____ I hereby request arbitration of this grievance.

Signature of Grievant

Date of Response

Copies to: Grievant
Representative (if any) Association
President

BEDFORD CITY SCHOOL DISTRICT

Office of the Assistant Superintendent

MEMORANDUM

TO: Teachers on Limited Contract
FROM: Office of the Assistant Superintendent
SUBJECT: Consideration for Continuing Contract

Under the Board-BEA agreement, teachers who wish to be considered for continuing contract status must complete the application and return it to your building principal/ evaluating administrator by October 15th. Applications can be obtained from the principals office. To be eligible for tenure consideration, you must:

1. By the end of this school year have taught 3 of the last 5 years in Bedford or, if he/she has acquired tenure in another Ohio district, have completed 2 years of teaching in Bedford by the end of the school year.
2. Hold an 8 year professional certificate or 5 year professional license.
3. Are working to be eligible for her/his professional (5 year) license and expect to be completed by the last Board meeting in April.
4. Complete the applicable of one of the following:
 - a. *If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;*

OR

- b. *If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.*

If a teacher has completed the necessary work and holds the required certificate/license and applies to be considered for a continuing contract, the following options are available to the Board under ORC Sections 3319.11 and 3319.111:

- a. The Superintendent may recommend that the teacher will be recommended for and receive continuing contract status for the following year;
- b. The Superintendent may recommend that the teacher be recommended for continuing contract status but the Board rejects that recommendation. At a subsequent meeting the teacher either will be non-renewed or approved for an extended limited contract for one or two years; or
- c. The Superintendent may recommend that the teacher be non-renewed and that recommendation is approved by the Board.

If you do not wish to be considered for tenure, you need not complete the application. If you wish to be considered and return the application, you and your building administrator/evaluating administrator will meet by November 15th to discuss the continuing contract consideration process.

If you apply for tenure consideration and later learn you will not be able to complete the requirements by the final Board meeting in April or decide by March 31 you do not wish to be considered, please advise the building principal/evaluating administrator. If you withdraw you may elect to apply for continuing contract consideration in a subsequent year.

SALARY INDEX FOR 2019-2020

BEDFORD CITY SCHOOLS

Base Salary: \$41,547

2.0% increase over previous base

		BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	41,547	1.030	42,793	1.080	44,870	1.090	45,286	45,736	46,186	46,636	47,086	47,536
1	1.034	42,959	1.064	44,206	1.114	46,283	1.124	46,698	47,148	47,598	48,048	48,498	48,948
2	1.068	44,372	1.098	45,618	1.148	47,696	1.158	48,111	48,561	49,011	49,461	49,911	50,361
3	1.109	46,075	1.139	47,322	1.189	49,399	1.194	49,607	50,057	50,507	50,957	51,407	51,857
4	1.154	47,945	1.184	49,191	1.234	51,269	1.240	51,518	51,968	52,418	52,868	53,318	53,768
5	1.200	49,856	1.240	51,518	1.286	53,429	1.290	53,595	54,045	54,495	54,945	55,395	55,845
6	1.260	52,349	1.306	54,260	1.349	56,046	1.355	56,296	56,746	57,196	57,646	58,096	58,546
7	1.326	55,091	1.373	57,044	1.413	58,705	1.435	59,619	60,069	60,519	60,969	61,419	61,869
8	1.392	57,833	1.440	59,827	1.489	61,863	1.515	62,943	63,393	63,843	64,293	64,743	65,193
9	1.466	60,907	1.516	62,985	1.575	65,436	1.605	66,682	67,132	67,582	68,032	68,482	68,932
10	1.541	64,023	1.609	66,849	1.672	69,466	1.705	70,837	71,287	71,737	72,187	72,637	73,087
11	1.621	67,347	1.703	70,754	1.771	73,579	1.805	74,992	75,442	75,892	76,342	76,792	77,242
12	1.700	70,629	1.796	74,618	1.868	77,609	1.905	79,146	79,596	80,046	80,496	80,946	81,396
13	1.700	70,629	1.796	74,618	1.868	77,609	1.905	79,146	79,596	80,046	80,496	80,946	81,396
14	1.739	72,250	1.837	76,321	1.910	79,354	1.950	81,016	81,466	81,916	82,366	82,816	83,266
15	1.739	72,250	1.837	76,321	1.910	79,354	1.950	81,016	81,466	81,916	82,366	82,816	83,266
16	1.739	72,250	1.837	76,321	1.910	79,354	1.950	81,016	81,466	81,916	82,366	82,816	83,266
17	1.739	72,250	1.837	76,321	1.910	79,354	1.950	81,016	81,466	81,916	82,366	82,816	83,266
18	1.800	74,784	1.904	79,105	1.978	82,179	2.019	83,883	84,333	84,783	85,233	85,683	86,133

SALARY INDEX FOR 2020-2021**BEDFORD CITY SCHOOLS****Base Salary: \$42,378****2% increase over previous base**

		BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	42,378	1.030	43,649	1.080	45,768	1.090	46,192	46,642	47,092	47,542	47,992	48,442
1	1.034	43,819	1.064	45,090	1.114	47,209	1.124	47,633	48,083	48,533	48,983	49,433	49,883
2	1.068	45,260	1.098	46,531	1.148	48,650	1.158	49,074	49,524	49,974	50,424	50,874	51,324
3	1.109	46,997	1.139	48,269	1.189	50,387	1.194	50,599	51,049	51,499	51,949	52,399	52,849
4	1.154	48,904	1.184	50,176	1.234	52,294	1.240	52,549	52,999	53,449	53,899	54,349	54,799
5	1.200	50,854	1.240	52,549	1.286	54,498	1.290	54,668	55,118	55,568	56,018	56,468	56,918
6	1.260	53,396	1.306	55,346	1.349	57,168	1.355	57,422	57,872	58,322	58,772	59,222	59,672
7	1.326	56,193	1.373	58,185	1.413	59,880	1.435	60,812	61,262	61,712	62,162	62,612	63,062
8	1.392	58,990	1.440	61,024	1.489	63,101	1.515	64,203	64,653	65,103	65,553	66,003	66,453
9	1.466	62,126	1.516	64,245	1.575	66,745	1.605	68,017	68,467	68,917	69,367	69,817	70,267
10	1.541	65,304	1.609	68,186	1.672	70,856	1.705	72,254	72,704	73,154	73,604	74,054	74,504
11	1.621	68,695	1.703	72,170	1.771	75,051	1.805	76,492	76,942	77,392	77,842	78,292	78,742
12	1.700	72,043	1.796	76,111	1.868	79,162	1.905	80,730	81,180	81,630	82,080	82,530	82,980
13	1.700	72,043	1.796	76,111	1.868	79,162	1.905	80,730	81,180	81,630	82,080	82,530	82,980
14	1.739	73,695	1.837	77,848	1.910	80,942	1.950	82,637	83,087	83,537	83,987	84,437	84,887
15	1.739	73,695	1.837	77,848	1.910	80,942	1.950	82,637	83,087	83,537	83,987	84,437	84,887
16	1.739	73,695	1.837	77,848	1.910	80,942	1.950	82,637	83,087	83,537	83,987	84,437	84,887
17	1.739	73,695	1.837	77,848	1.910	80,942	1.950	82,637	83,087	83,537	83,987	84,437	84,887
18	1.800	76,280	1.904	80,688	1.978	83,824	2.019	85,561	86,011	86,461	86,911	87,361	87,811

SALARY INDEX FOR 2021-2022**BEDFORD CITY SCHOOLS****Base Salary: \$43,225****2.0% increase over previous base**

		BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	43,226	1.030	44,523	1.080	46,684	1.090	47,116	47,566	48,016	48,466	48,916	49,366
1	1.034	44,696	1.064	45,992	1.114	48,154	1.124	48,586	49,036	49,486	49,936	50,386	50,836
2	1.068	46,165	1.098	47,462	1.148	49,623	1.158	50,056	50,506	50,956	51,406	51,856	52,306
3	1.109	47,938	1.139	49,234	1.189	51,396	1.194	51,612	52,062	52,512	52,962	53,412	53,862
4	1.154	49,883	1.184	51,180	1.234	53,341	1.240	53,600	54,050	54,500	54,950	55,400	55,850
5	1.200	51,871	1.240	53,600	1.286	55,589	1.290	55,762	56,212	56,662	57,112	57,562	58,012
6	1.260	54,465	1.306	56,453	1.349	58,312	1.355	58,571	59,021	59,471	59,921	60,371	60,821
7	1.326	57,318	1.373	59,349	1.413	61,078	1.435	62,029	62,479	62,929	63,379	63,829	64,279
8	1.392	60,171	1.440	62,245	1.489	64,364	1.515	65,487	65,937	66,387	66,837	67,287	67,737
9	1.466	63,369	1.516	65,531	1.575	68,081	1.605	69,378	69,828	70,278	70,728	71,178	71,628
10	1.541	66,611	1.609	69,551	1.672	72,274	1.705	73,700	74,150	74,600	75,050	75,500	75,950
11	1.621	70,069	1.703	73,614	1.771	76,553	1.805	78,023	78,473	78,923	79,373	79,823	80,273
12	1.700	73,484	1.796	77,634	1.868	80,746	1.905	82,346	82,796	83,246	83,696	84,146	84,596
13	1.700	73,484	1.796	77,634	1.868	80,746	1.905	82,346	82,796	83,246	83,696	84,146	84,596
14	1.739	75,170	1.837	79,406	1.910	82,562	1.950	84,291	84,741	85,191	85,641	86,091	86,541
15	1.739	75,170	1.837	79,406	1.910	82,562	1.950	84,291	84,741	85,191	85,641	86,091	86,541
16	1.739	75,170	1.837	79,406	1.910	82,562	1.950	84,291	84,741	85,191	85,641	86,091	86,541
17	1.739	75,170	1.837	79,406	1.910	82,562	1.950	84,291	84,741	85,191	85,641	86,091	86,541
18	1.800	77,807	1.904	82,302	1.978	85,501	2.019	87,273	87,723	88,173	88,623	89,073	89,523

COACHING SUPPLEMENTAL SALARY SCHEDULE
SCHOOL YEAR - 2019-2020

BASE FOR
CALCULATIONS:

\$41,035

0 1 2 3 4 5 6 7 8 9

CATEGORY A

FOOTBALL

Head HS	0.2	8,207	0.21	8,617	0.22	9,028	0	9,069	0	9,110	0	9,151	0	9,192	0	9,233	0	9,274	0	9,315
Asst. HS	0.132	5,417	0.139	5,704	0.146	5,991	0	6,032	0	6,073	0	6,114	0	6,155	0	6,196	0	6,237	0	6,278
Head Heskett - 7th	0.117	4,801	0.123	5,047	0.13	5,335	0	5,376	0	5,417	0	5,458	0	5,499	0	5,540	0	5,581	0	5,622
Head Heskett - 8th	0.117	4,801	0.123	5,047	0.13	5,335	0	5,376	0	5,417	0	5,458	0	5,499	0	5,540	0	5,581	0	5,622
Asst. Heskett	0.104	4,268	0.109	4,473	0.115	4,719	0	4,760	0	4,801	0	4,842	0	4,883	0	4,924	0	4,965	0	5,006

CATEGORY B

BASKETBALL

Head HS	0.162	6,648	0.171	7,017	0.18	7,386	0	7,427	0	7,468	0	7,509	0	7,550	0	7,591	0	7,632	0	7,673
Asst. HS	0.12	4,924	0.126	5,170	0.132	5,417	0	5,458	0	5,499	0	5,540	0	5,581	0	5,622	0	5,663	0	5,704
Head Heskett - 7th	0.085	3,488	0.092	3,775	0.098	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267	0	4,308
Head Heskett - 8th	0.085	3,488	0.092	3,775	0.098	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267	0	4,308

WRESTLING

Head HS	0.162	6,648	0.171	7,017	0.18	7,386	0	7,427	0	7,468	0	7,509	0	7,550	0	7,591	0	7,632	0	7,673
Asst. HS	0.12	4,924	0.126	5,170	0.132	5,417	0	5,458	0	5,499	0	5,540	0	5,581	0	5,622	0	5,663	0	5,704
Head Heskett	0.099	4,062	0.106	4,350	0.112	4,596	0	4,637	0	4,678	0	4,719	0	4,760	0	4,801	0	4,842	0	4,883
Asst. Heskett	0.064	2,626	0.067	2,749	0.07	2,872	0	2,913	0	2,954	0	2,995	0	3,036	0	3,077	0	3,118	0	3,159

SWIMMING

Head HS	0.162	6,648	0.171	7,017	0.18	7,386	0	7,427	0	7,468	0	7,509	0	7,550	0	7,591	0	7,632	0	7,673
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Asst. HS	0.12	4,924	0.126	5,170	0.132	5,417	0	5,458	0	5,499	0	5,540	0	5,581	0	5,622	0	5,663	0	5,704
Asst. HS – Diving	0.12	4,924	0.126	5,170	0.132	5,417	0	5,458	0	5,499	0	5,540	0	5,581	0	5,622	0	5,663	0	5,704
Head Heskett -Boys	0.06	2,462	0.063	2,585	0.066	2,708	0	2,749	0	2,790	0	2,831	0	2,872	0	2,913	0	2,954	0	2,995
Head Heskett -Girls	0.06	2,462	0.063	2,585	0.066	2,708	0	2,749	0	2,790	0	2,831	0	2,872	0	2,913	0	2,954	0	2,995

K-8 Athletic Coordinator	0.162	6,648	0.171	7,017	0.18	7,386	0	7,427	0	7,468	0	7,509	0	7,550	0	7,591	0	7,632	0	7,673
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CATEGORY C

VOLLEYBALL

Head HS	0.126	5,170	0.132	5,417	0.138	5,663	0	5,704	0	5,745	0	5,786	0	5,827	0	5,868	0	5,909	0	5,950
Asst. HS	0.09	3,693	0.097	3,980	0.1	4,104	0	4,145	0	4,186	0	4,227	0	4,268	0	4,309	0	4,350	0	4,391
Head Heskett - 7th	0.067	2,749	0.07	2,872	0.073	2,996	0	3,037	0	3,078	0	3,119	0	3,160	0	3,201	0	3,242	0	3,283
Head Heskett - 8th	0.067	2,749	0.07	2,872	0.073	2,996	0	3,037	0	3,078	0	3,119	0	3,160	0	3,201	0	3,242	0	3,283

SOCCKER (Boys & Girls)

Head HS	0.126	5,170	0.132	5,417	0.138	5,663	0	5,704	0	5,745	0	5,786	0	5,827	0	5,868	0	5,909	0	5,950
Asst. HS	0.09	3,693	0.097	3,980	0.1	4,104	0	4,145	0	4,186	0	4,227	0	4,268	0	4,309	0	4,350	0	4,391
Head Heskett	0.067	2,749	0.07	2,872	0.073	2,996	0	3,037	0	3,078	0	3,119	0	3,160	0	3,201	0	3,242	0	3,283

TRACK

Head HS	0.126	5,170	0.132	5,417	0.138	5,663	0	5,704	0	5,745	0	5,786	0	5,827	0	5,868	0	5,909	0	5,950
Asst. HS	0.09	3,693	0.097	3,980	0.1	4,104	0	4,145	0	4,186	0	4,227	0	4,268	0	4,309	0	4,350	0	4,391
Head Heskett	0.073	2,996	0.076	3,119	0.08	3,283	0	3,324	0	3,365	0	3,406	0	3,447	0	3,488	0	3,529	0	3,570
Asst. Heskett	0.058	2,380	0.06	2,462	0.062	2,544	0	2,585	0	2,626	0	2,667	0	2,708	0	2,749	0	2,790	0	2,831

BASEBALL/SOFTBALL

Head HS	0.126	5,170	0.132	5,417	0.138	5,663	0	5,704	0	5,745	0	5,786	0	5,827	0	5,868	0	5,909	0	5,950
Asst. HS	0.09	3,693	0.097	3,980	0.1	4,104	0	4,145	0	4,186	0	4,227	0	4,268	0	4,309	0	4,350	0	4,391

Head Heskett	0.058	2,380	0.06	2,462	0.062	2,544	0	2,585	0	2,626	0	2,667	0	2,708	0	2,749	0	2,790	0	2,831
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CATEGORY D

CROSS COUNTRY

Head HS	0.089	3,652	0.093	3,816	0.097	3,980	0	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267
Head Heskett	0.067	2,749	0.07	2,872	0.073	2,996	0	3,037	0	3,078	0	3,119	0	3,160	0	3,201	0	3,242	0	3,283

GOLF

Head HS	0.089	3,652	0.093	3,816	0.097	3,980	0	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267
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BOWLING

Head HS	0.089	3,652	0.093	3,816	0.097	3,980	0	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267
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INDOOR TRACK

	0.089	3,652	0.093	3,816	0.097	3,980	0	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267
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E-SPORTS

	0.089	3,652	0.093	3,816	0.097	3,980	0	4,021	0	4,062	0	4,103	0	4,144	0	4,185	0	4,226	0	4,267
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**ATHLETIC EVENTS
SUPERVISOR**

HS	0.083	3,406	0.087	3,570	0.091	3,734	0	3,775	0	3,816	0	3,857	0	3,898	0	3,939	0	3,980	0	4,021
Heskett	0.021	862	0.026	1,067	0.031	1,272	0	1,313	0	1,354	0	1,395	0	1,436	0	1,477	0	1,518	0	1,559

CHEERLEADER ADVISOR (3)

HS Football	0.076	3,119	0.078	3,201	0.08	3,283	0	3,324	0	3,365	0	3,406	0	3,447	0	3,488	0	3,529	0	3,570
HS Asst. Football	0.065	2,667	0.067	2,749	0.069	2,831	0	2,872	0	2,913	0	2,954	0	2,995	0	3,036	0	3,077	0	3,118
HS Basketball	0.076	3,119	0.078	3,201	0.08	3,283	0	3,324	0	3,365	0	3,406	0	3,447	0	3,488	0	3,529	0	3,570
HS Asst. Basketball	0.065	2,667	0.067	2,749	0.052	2,134	0	2,175	0	2,216	0	2,257	0	2,298	0	2,339	0	2,380	0	2,421
Football Heskett	0.046	1,888	0.048	1,970	0.05	2,052	0	2,093	0	2,134	0	2,175	0	2,216	0	2,257	0	2,298	0	2,339
Basketball Heskett	0.046	1,888	0.048	1,970	0.05	2,052	0	2,093	0	2,134	0	2,175	0	2,216	0	2,257	0	2,298	0	2,339

NOTES: Coaches will receive a \$200 bonus on the 16th, 21st, 26th and 31st years of employment. The bonus will only be paid on that anniversary year and will not be cumulative. Based on the current (2018-19) supplementals, only six (6) positions would be making less and of those six, four are nearing an anniversary bonus pay.

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR 2020-2021

**BASE FOR
CALCULATIONS:**

\$41,856

0 1 2 3 4 5 6 7 8 9

CATEGORY A

FOOTBALL

Head HS	0.2	8,371	0.21	8,790	0.22	9,208	0	9,250	0	9,292	0	9,334	0	9,376	0	9,418	0	9,460	0	9,502
Asst. HS	0.132	5,525	0.139	5,818	0.146	6,111	0	6,153	0	6,195	0	6,237	0	6,279	0	6,321	0	6,363	0	6,405
Head Heskett - 7th	0.117	4,897	0.123	5,148	0.13	5,441	0	5,483	0	5,525	0	5,567	0	5,609	0	5,651	0	5,693	0	5,735
Head Heskett - 8th	0.117	4,897	0.123	5,148	0.13	5,441	0	5,483	0	5,525	0	5,567	0	5,609	0	5,651	0	5,693	0	5,735
Asst. Heskett	0.104	4,353	0.109	4,562	0.115	4,813	0	4,855	0	4,897	0	4,939	0	4,981	0	5,023	0	5,065	0	5,107

CATEGORY B

BASKETBALL

Head HS	0.162	6,781	0.171	7,157	0.18	7,534	0	7,576	0	7,618	0	7,660	0	7,702	0	7,744	0	7,786	0	7,828
Asst. HS	0.12	5,023	0.126	5,274	0.132	5,525	0	5,567	0	5,609	0	5,651	0	5,693	0	5,735	0	5,777	0	5,819
Head Heskett - 7th	0.085	3,558	0.092	3,851	0.098	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354	0	4,396
Head Heskett - 8th	0.085	3,558	0.092	3,851	0.098	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354	0	4,396

WRESTLING

Head HS	0.162	6,781	0.171	7,157	0.18	7,534	0	7,576	0	7,618	0	7,660	0	7,702	0	7,744	0	7,786	0	7,828
Asst. HS	0.12	5,023	0.126	5,274	0.132	5,525	0	5,567	0	5,609	0	5,651	0	5,693	0	5,735	0	5,777	0	5,819
Head Heskett	0.099	4,144	0.106	4,437	0.112	4,688	0	4,730	0	4,772	0	4,814	0	4,856	0	4,898	0	4,940	0	4,982
Asst. Heskett	0.064	2,679	0.067	2,804	0.07	2,930	0	2,972	0	3,014	0	3,056	0	3,098	0	3,140	0	3,182	0	3,224

SWIMMING

Head HS	0.162	6,781	0.171	7,157	0.18	7,534	0	7,576	0	7,618	0	7,660	0	7,702	0	7,744	0	7,786	0	7,828
Asst. HS	0.12	5,023	0.126	5,274	0.132	5,525	0	5,567	0	5,609	0	5,651	0	5,693	0	5,735	0	5,777	0	5,819

Asst. HS – Diving	0.12	5,023	0.126	5,274	0.132	5,525	0	5,567	0	5,609	0	5,651	0	5,693	0	5,735	0	5,777	0	5,819
Head Heskett -Boys	0.06	2,511	0.063	2,637	0.066	2,762	0	2,804	0	2,846	0	2,888	0	2,930	0	2,972	0	3,014	0	3,056
Head Heskett -Girls	0.06	2,511	0.063	2,637	0.066	2,762	0	2,804	0	2,846	0	2,888	0	2,930	0	2,972	0	3,014	0	3,056

K-8 Athletic Coordinator	0.162	6,781	0.171	7,157	0.18	7,534	0	7,576	0	7,618	0	7,660	0	7,702	0	7,744	0	7,786	0	7,828
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CATEGORY C

VOLLEYBALL

Head HS	0.126	5,274	0.132	5,525	0.138	5,776	0	5,818	0	5,860	0	5,902	0	5,944	0	5,986	0	6,028	0	6,070
Asst. HS	0.09	3,767	0.097	4,060	0.1	4,186	0	4,228	0	4,270	0	4,312	0	4,354	0	4,396	0	4,438	0	4,480
Head Heskett - 7th	0.067	2,804	0.07	2,930	0.073	3,055	0	3,097	0	3,139	0	3,181	0	3,223	0	3,265	0	3,307	0	3,349
Head Heskett - 8th	0.067	2,804	0.07	2,930	0.073	3,055	0	3,097	0	3,139	0	3,181	0	3,223	0	3,265	0	3,307	0	3,349

SOCCER (Boys & Girls)

Head HS	0.126	5,274	0.132	5,525	0.138	5,776	0	5,818	0	5,860	0	5,902	0	5,944	0	5,986	0	6,028	0	6,070
Asst. HS	0.09	3,767	0.097	4,060	0.1	4,186	0	4,228	0	4,270	0	4,312	0	4,354	0	4,396	0	4,438	0	4,480
Head Heskett	0.067	2,804	0.07	2,930	0.073	3,055	0	3,097	0	3,139	0	3,181	0	3,223	0	3,265	0	3,307	0	3,349

TRACK

Head HS	0.126	5,274	0.132	5,525	0.138	5,776	0	5,818	0	5,860	0	5,902	0	5,944	0	5,986	0	6,028	0	6,070
Asst. HS	0.09	3,767	0.097	4,060	0.1	4,186	0	4,228	0	4,270	0	4,312	0	4,354	0	4,396	0	4,438	0	4,480
Head Heskett	0.073	3,055	0.076	3,181	0.08	3,348	0	3,390	0	3,432	0	3,474	0	3,516	0	3,558	0	3,600	0	3,642
Asst. Heskett	0.058	2,428	0.06	2,511	0.062	2,595	0	2,637	0	2,679	0	2,721	0	2,763	0	2,805	0	2,847	0	2,889

BASEBALL/SOFTBALL

Head HS	0.126	5,274	0.132	5,525	0.138	5,776	0	5,818	0	5,860	0	5,902	0	5,944	0	5,986	0	6,028	0	6,070
Asst. HS	0.09	3,767	0.097	4,060	0.1	4,186	0	4,228	0	4,270	0	4,312	0	4,354	0	4,396	0	4,438	0	4,480
Head Heskett	0.058	2,428	0.06	2,511	0.062	2,595	0	2,637	0	2,679	0	2,721	0	2,763	0	2,805	0	2,847	0	2,889

CATEGORY D

CROSS COUNTRY

Head HS	0.089	3,725	0.093	3,893	0.097	4,060	0	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354
Head Heskett	0.067	2,804	0.07	2,930	0.073	3,055	0	3,097	0	3,139	0	3,181	0	3,223	0	3,265	0	3,307	0	3,349

GOLF

Head HS	0.089	3,725	0.093	3,893	0.097	4,060	0	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354
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BOWLING

Head HS	0.089	3,725	0.093	3,893	0.097	4,060	0	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354
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INDOOR TRACK

	0.089	3,725	0.093	3,893	0.097	4,060	0	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354
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E-SPORTS

	0.089	3,725	0.093	3,893	0.097	4,060	0	4,102	0	4,144	0	4,186	0	4,228	0	4,270	0	4,312	0	4,354
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ATHLETIC EVENTS SUPERVISOR

HS	0.083	3,474	0.087	3,641	0.091	3,809	0	3,851	0	3,893	0	3,935	0	3,977	0	4,019	0	4,061	0	4,103
Heskett	0.021	879	0.026	1,088	0.031	1,298	0	1,340	0	1,382	0	1,424	0	1,466	0	1,508	0	1,550	0	1,592

CHEERLEADER ADVISOR (3)

HS Football	0.076	3,181	0.078	3,265	0.08	3,348	0	3,390	0	3,432	0	3,474	0	3,516	0	3,558	0	3,600	0	3,642
HS Asst. Football	0.065	2,721	0.067	2,804	0.069	2,888	0	2,930	0	2,972	0	3,014	0	3,056	0	3,098	0	3,140	0	3,182
HS Basketball	0.076	3,181	0.078	3,265	0.08	3,348	0	3,390	0	3,432	0	3,474	0	3,516	0	3,558	0	3,600	0	3,642
HS Asst. Basketball	0.065	2,721	0.067	2,804	0.052	2,177	0	2,219	0	2,261	0	2,303	0	2,345	0	2,387	0	2,429	0	2,471
Football Heskett	0.046	1,925	0.048	2,009	0.05	2,093	0	2,135	0	2,177	0	2,219	0	2,261	0	2,303	0	2,345	0	2,387
Basketball Heskett	0.046	1,925	0.048	2,009	0.05	2,093	0	2,135	0	2,177	0	2,219	0	2,261	0	2,303	0	2,345	0	2,387

NOTES: Coaches will receive a \$200 bonus on the 16th, 21st, 26th and 31st years of employment. The bonus will only be paid on that anniversary year and will not be cumulative. Based on the current (2018-19) supplementals, only six (6) positions would be making less and of those six, four are nearing an anniversary bonus pay.

COACHING SUPPLEMENTAL SALARY SCHEDULE

SCHOOL YEAR 2021-2022

BASE FOR
CALCULATIONS:

\$42,693

0 1 2 3 4 5 6 7 8 9

CATEGORY A

FOOTBALL

Head HS	0.2	8,539	0.21	8,966	0.22	9,392	0	9,435	0	9,478	0	9,521	0	9,564	0	9,607	0	9,650	0	9,693
Asst. HS	0.132	5,635	0.139	5,934	0.146	6,233	0	6,276	0	6,319	0	6,362	0	6,405	0	6,448	0	6,491	0	6,534
Head Heskett - 7th	0.117	4,995	0.123	5,251	0.13	5,550	0	5,593	0	5,636	0	5,679	0	5,722	0	5,765	0	5,808	0	5,851
Head Heskett - 8th	0.117	4,995	0.123	5,251	0.13	5,550	0	5,593	0	5,636	0	5,679	0	5,722	0	5,765	0	5,808	0	5,851
Asst. Heskett	0.104	4,440	0.109	4,654	0.115	4,910	0	4,953	0	4,996	0	5,039	0	5,082	0	5,125	0	5,168	0	5,211

CATEGORY B

BASKETBALL

Head HS	0.162	6,916	0.171	7,301	0.18	7,685	0	7,728	0	7,771	0	7,814	0	7,857	0	7,900	0	7,943	0	7,986
Asst. HS	0.12	5,123	0.126	5,379	0.132	5,635	0	5,678	0	5,721	0	5,764	0	5,807	0	5,850	0	5,893	0	5,936
Head Heskett - 7th	0.085	3,629	0.092	3,928	0.098	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442	0	4,485
Head Heskett - 8th	0.085	3,629	0.092	3,928	0.098	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442	0	4,485

WRESTLING

Head HS	0.162	6,916	0.171	7,301	0.18	7,685	0	7,728	0	7,771	0	7,814	0	7,857	0	7,900	0	7,943	0	7,986
Asst. HS	0.12	5,123	0.126	5,379	0.132	5,635	0	5,678	0	5,721	0	5,764	0	5,807	0	5,850	0	5,893	0	5,936
Head Heskett	0.099	4,227	0.106	4,525	0.112	4,782	0	4,825	0	4,868	0	4,911	0	4,954	0	4,997	0	5,040	0	5,083
Asst. Heskett	0.064	2,732	0.067	2,860	0.07	2,989	0	3,032	0	3,075	0	3,118	0	3,161	0	3,204	0	3,247	0	3,290

SWIMMING

Head HS	0.162	6,916	0.171	7,301	0.18	7,685	0	7,728	0	7,771	0	7,814	0	7,857	0	7,900	0	7,943	0	7,986
Asst. HS	0.12	5,123	0.126	5,379	0.132	5,635	0	5,678	0	5,721	0	5,764	0	5,807	0	5,850	0	5,893	0	5,936

Asst. HS – Diving	0.12	5,123	0.126	5,379	0.132	5,635	0	5,678	0	5,721	0	5,764	0	5,807	0	5,850	0	5,893	0	5,936
Head Heskett -Boys	0.06	2,562	0.063	2,690	0.066	2,818	0	2,861	0	2,904	0	2,947	0	2,990	0	3,033	0	3,076	0	3,119
Head Heskett -Girls	0.06	2,562	0.063	2,690	0.066	2,818	0	2,861	0	2,904	0	2,947	0	2,990	0	3,033	0	3,076	0	3,119

K-8 Athletic Coordinator	0.162	6,916	0.171	7,301	0.18	7,685	0	7,728	0	7,771	0	7,814	0	7,857	0	7,900	0	7,943	0	7,986
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CATEGORY C

VOLLEYBALL

Head HS	0.126	5,379	0.132	5,635	0.138	5,892	0	5,935	0	5,978	0	6,021	0	6,064	0	6,107	0	6,150	0	6,193
Asst. HS	0.09	3,842	0.097	4,141	0.1	4,269	0	4,312	0	4,355	0	4,398	0	4,441	0	4,484	0	4,527	0	4,570
Head Heskett - 7th	0.067	2,860	0.07	2,989	0.073	3,117	0	3,160	0	3,203	0	3,246	0	3,289	0	3,332	0	3,375	0	3,418
Head Heskett - 8th	0.067	2,860	0.07	2,989	0.073	3,117	0	3,160	0	3,203	0	3,246	0	3,289	0	3,332	0	3,375	0	3,418

SOCCER (Boys & Girls)

Head HS	0.126	5,379	0.132	5,635	0.138	5,892	0	5,935	0	5,978	0	6,021	0	6,064	0	6,107	0	6,150	0	6,193
Asst. HS	0.09	3,842	0.097	4,141	0.1	4,269	0	4,312	0	4,355	0	4,398	0	4,441	0	4,484	0	4,527	0	4,570
Head Heskett	0.067	2,860	0.07	2,989	0.073	3,117	0	3,160	0	3,203	0	3,246	0	3,289	0	3,332	0	3,375	0	3,418

TRACK

Head HS	0.126	5,379	0.132	5,635	0.138	5,892	0	5,935	0	5,978	0	6,021	0	6,064	0	6,107	0	6,150	0	6,193
Asst. HS	0.09	3,842	0.097	4,141	0.1	4,269	0	4,312	0	4,355	0	4,398	0	4,441	0	4,484	0	4,527	0	4,570
Head Heskett	0.073	3,117	0.076	3,245	0.08	3,415	0	3,458	0	3,501	0	3,544	0	3,587	0	3,630	0	3,673	0	3,716
Asst. Heskett	0.058	2,476	0.06	2,562	0.062	2,647	0	2,690	0	2,733	0	2,776	0	2,819	0	2,862	0	2,905	0	2,948

BASEBALL/SOFTBALL

Head HS	0.126	5,379	0.132	5,635	0.138	5,892	0	5,935	0	5,978	0	6,021	0	6,064	0	6,107	0	6,150	0	6,193
Asst. HS	0.09	3,842	0.097	4,141	0.1	4,269	0	4,312	0	4,355	0	4,398	0	4,441	0	4,484	0	4,527	0	4,570
Head Heskett	0.058	2,476	0.06	2,562	0.062	2,647	0	2,690	0	2,733	0	2,776	0	2,819	0	2,862	0	2,905	0	2,948

CATEGORY D

CROSS COUNTRY

Head HS	0.089	3,800	0.093	3,970	0.097	4,141	0	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442
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Head Heskett	0.067	2,860	0.07	2,989	0.073	3,117	0	3,160	0	3,203	0	3,246	0	3,289	0	3,332	0	3,375	0	3,418
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GOLF

Head HS	0.089	3,800	0.093	3,970	0.097	4141	0	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442
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BOWLING

Head HS	0.089	3,800	0.093	3,970	0.097	4141	0	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442
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INDOOR TRACK

	0.089	3,800	0.093	3,970	0.097	4141	0	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442
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E-SPORTS

	0.089	3,800	0.093	3,970	0.097	4141	0	4,184	0	4,227	0	4,270	0	4,313	0	4,356	0	4,399	0	4,442
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ATHLETIC EVENTS SUPERVISOR

HS	0.083	3,544	0.087	3,714	0.091	3,885	0	3,928	0	3,971	0	4,014	0	4,057	0	4,100	0	4,143	0	4,186
Heskett	0.021	897	0.026	1,110	0.031	1,323	0	1,366	0	1,409	0	1,452	0	1,495	0	1,538	0	1,581	0	1,624

CHEERLEADER ADVISOR (3)

HS Football	0.076	3,245	0.078	3,330	0.08	3,415	0	3,458	0	3,501	0	3,544	0	3,587	0	3,630	0	3,673	0	3,716
HS Asst. Football	0.065	2,775	0.067	2,860	0.069	2,946	0	2,989	0	3,032	0	3,075	0	3,118	0	3,161	0	3,204	0	3,247
HS Basketball	0.076	3,245	0.078	3,330	0.08	3,415	0	3,458	0	3,501	0	3,544	0	3,587	0	3,630	0	3,673	0	3,716
HS Asst. Basketball	0.065	2,775	0.067	2,860	0.052	2,220	0	2,263	0	2,306	0	2,349	0	2,392	0	2,435	0	2,478	0	2,521
Football Heskett	0.046	1,964	0.048	2,049	0.05	2,135	0	2,178	0	2,221	0	2,264	0	2,307	0	2,350	0	2,393	0	2,436
Basketball Heskett	0.046	1,964	0.048	2,049	0.05	2,135	0	2,178	0	2,221	0	2,264	0	2,307	0	2,350	0	2,393	0	2,436

NOTES: Coaches will receive a \$200 bonus on the 16th, 21st, 26th and 31st years of employment. The bonus will only be paid on that anniversary year and will not be cumulative. Based on the current (2018-19) supplementals, only six (6) positions would be making less and of those six, four are nearing an anniversary bonus pay.

NON-COACHING SUPPLEMENTAL SALARY SCHEDULE

	SCHOOL YEAR	2019-2020	2020-2021	2021-2022
BASE SALARY FOR SUPPLEMENTAL SCHEDULE:	41,035	41,856	42,693	
	CATEGORY A	0.161	0.161	0.161
		6,607	6,739	6,874
	CATEGORY B	0.1	0.1	0.1
		4,104	4,186	4,269
	CATEGORY C	0.048	0.048	0.048
		1,970	2,009	2,049
	CATEGORY D	0.037	0.037	0.037
		1,518	1,549	1,580
	CATEGORY E	0.031	0.031	0.031
		1,272	1,298	1,323
	CATEGORY F	0.026	0.026	0.026
		1,067	1,088	1,110
	CATEGORY G	0.022	0.022	0.022
		903	921	939
	CATEGORY H	0.019	0.019	0.019
		780	795	811

DEPARTMENT	SUPPLEMENTAL	CATEGORY
Academics	8th Grade Class Advisor - HE	F
	Academic Challenge	G
	Academic Pursuit - HE	H
	Freshman Class Advisor	E
	Graduation Coordinator	D
	Junior Class Advisor	D
	Local Professional Development Committee (3)	E
	Senior Class Advisor	D
	Sophomore Class Advisor	E

	Student Senate - HS	E
	UBS College Visits Coordinator	F
	UBS Fundraising Coordinator	F
	UBS Outreach Coordinator	F
	UBS Student Membership Coordinator	F
	Yearbook - HE	F
	Yearbook - HS	B
Activity	Athletic Events Supervisor	H
	Community Service Coordinator - HS	D
	Dance Team - HE	F
	Dance Team Basketball - HS	F
	Intramurals - Elementary and HE	G
	Newspaper - HE	H
	Special Olympic Coach	F
	Washington DC Coordinator - HE	C
Career Tech	Business Professionals of America - HS	E
	DECA - HS	E
	Educator Rising	E
	Skills USA	E
Club	Art Club - HE	H
	Art Club (combined program) - HS	F
	Assistant Drama Club Advisor - HE	H
	BIONIC	H
	Drama Club Advisor - HE	G
	Foreign Language Club - HS	H
	Girls Who Code	H
	Mac Scholars Coordinator - HS	D
	National Honor Society - HS	F
	National Junior Honor Society - HE	G
	Pop Literature Culture Club	G
	Power of the Pen - HE	F
	Robotics Club	H
	SADD - HS	E

	Student Council - HE	D
	Student Council Advisor - Elementary	G
	TLC - HS	E
	Varsity B Club Advisor	D
Music	Assistant Musical Director - Pit - HS	D
	Assistant Musical Director - Voice - HS	D
	Assistant Musical Director - HS	G
	Assistant Musical Director - Piano - HS	D
	Band Guard Advisor - HS	F
	Fourth of July Band Director	G
	Hand Bell Choir - HE	F
	Jazz Band - HE	F
	Jazz Band - HS	D
	Madrigal - HS	C
	Marching Band Asst./Camp Director Asst. -HS	B
	Marching Band/Camp Director - HS	A
	Marching Band/Guard Choreographer - HS	D
	Musical Choreographer - HS	D
	Musical Director - School Musical - HS	B
	Stage Manager BHS Play	H
Technology	Building Technology Coordinator	D

Application for Continuing Contract

In accordance with section 5.43 of the Master Agreement, I (print name) _____ am submitting my name as a potential candidate for a continuing contract. I believe I have met, or will meet, the eligibility requirements for a continuing contract by the specified timelines during the current school year.

Applicants need to submit this application form to the building principal/evaluating administrator by October 15th to be considered for a continuing contract in the current school year.

Signatures:

Teacher/Candidate Signature

Date

Date this document was received by the principal/evaluating administrator:

Administrator Signature

Date

The building principal should provide a copy of this document to the office of the Assistant Superintendent by October 21st of the current school year.

**BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO**

TEACHER'S LIMITED CONTRACT

1. TEACHER'S NAME:	4. SCHOOL YEAR:
2. EMPLOYMENT RESOLUTION & DATE:	5. SALARY RATE PER SCHOOL YEAR:
3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT:	6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE:

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2:

WHEREAS, the Teacher does not have continuing service status in the Bedford City School District and the Teachers has been recommended for employment or reemployment for not to exceed one (1) school year by the Superintendent of Schools of the Bedford City School District, and the Board of Education has approved such recommendation; and,

WHEREAS, the Teacher has been notified as required by Section 3307.58, Ohio Revised Code, of his duties and obligations under Chapter 3307, Ohio Revised Code, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Bedford City School District for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the Teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and the Teacher accepts the provisions of the laws pertaining to the State Teachers Retirement System as part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees, to teach the number of school days prescribed by the Board of Education during the term of this contract, and that the duties to be performed by the Teacher under this contract shall be those as have in the past been performed by teachers in the Bedford City School District and in particular shall be those duties as are directed and assigned by the Superintendent of Schools pursuant to Section 3319.01, Ohio Revised Code, including those duties and obligations set forth in the Teacher's Handbook as in force on the effective date of employment under this contract, and as amended or negotiated from time to time.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 6, and the Teacher has set his/her hand on the date set forth below.

**BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT**

**SIGN AND DATE THIS COPY AND
RETURN WITHIN FIVE DAYS TO
THE
OFFICE OF THE ASSISTANT SUPERINTENDENT**

By _____
Treasurer

Teacher's Signature and Date

**BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO**

TEACHER’S CONTINUING CONTRACT

1. TEACHER’S NAME:	4. SCHOOL YEAR:
2. EMPLOYMENT RESOLUTION & DATE:	5. SALARY RATE PER SCHOOL YEAR:
3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT:	6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE:

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the “Teacher,” and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2:

WHEREAS, the Teacher qualifies for continuing service status in the School District under Section 3319.11, Ohio Revised Code; and,

WHEREAS, the Teacher has been recommended for employment or reemployment by the Superintendent of Schools of the Bedford City School District, and the Board of Education has approved such recommendation; and,

WHEREAS, the Teacher has been notified, as required by Section 3307.58, Ohio Revised Code, of his duties and obligations under Chapter 3307, Ohio Revised Code, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT on and after the effective date of employment under this contract as hereinabove set forth in block No. 3, the Teacher shall be employed in the public schools of the Bedford City School District until, in accordance with law, the Teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended; and the Teacher accepts the provisions of the laws pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees, to teach annually the number of school days prescribed by the Board of Education, and that the duties to be performed by the Teacher under this contract shall be those as have in the past been performed by teachers in the School District and in particular shall be those duties as are directed and assigned by the Superintendent of Schools pursuant to Section 3319.01, Ohio Revised Code, including those duties and obligations set forth in the Teacher’s Handbook, as in force on the effective date of employment under this contract, and as amended or negotiated from time to time.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the Teacher as provided by Section 3319.12, Ohio Revised Code, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 6, and the Teacher has set his/her hand on the date set forth below:

**BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT**

**SIGN AND DATE THIS COPY AND
RETURN WITHIN FIVE DAYS TO
THE
OFFICE OF THE ASSISTANT SUPERINTENDENT**

By _____
Treasurer

Teacher’s Signature and Date

**BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO**

TEACHER'S SUPPLEMENTAL CONTRACT

1. NAME	5. SCHOOL YEAR
2. EMPLOYMENT RESOLUTION DATE	6. SUPPLEMENTAL DUTY POSITION
3. EFFECTIVE DATE OF EMPLOYMENT	7. CONTRACT TERMINATION DATE
4. SALARY RATE PER SCHOOL YEAR	8. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education of the Bedford City School District dated as hereinabove set forth in Block No. 2:

WHEREAS, the Board of Education has determined it necessary to provide the services hereinafter set forth, has accepted the recommendation of the Superintendent of Schools of the Bedford City School District that the Teacher be engaged to perform said services, and has authorized this contract; and,

WHEREAS, said services are in addition to the Teacher's regular duties as a teacher in the Bedford City School District;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the Teacher shall be employed in the public schools of the Bedford City School District for the school year hereinabove set forth in Block No. 5, or such part thereof as may succeed the effective date of employment under this contract, to serve in the position hereinabove set forth in Block No. 6, and that the Teacher's duties in said position shall be as set forth and as amended or negotiated from time to time.

THE BOARD agrees to pay the Teacher at rate set forth in Block No. 4, per school year, payable as provided by resolution of Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED, that the Teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the Teacher's performance of such services and duties shall terminate on the date hereinabove set forth in Block No. 7, and the Board of Education shall not be obligated to compensate the Teacher for any such duties performed after said date.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 8 and the Teacher has set his/her hand on the date set forth below.

**BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT**

**SIGN AND DATE THIS COPY AND
RETURN WITHIN FIVE DAYS TO
THE
OFFICE OF THE ASSISTANT SUPERINTENDENT**

By _____
Treasurer

Teacher's Signature and Date

TO BE COMPLETED BY THE EMPLOYER OF THE SPOUSE OF Bedford City Schools EMPLOYEE:

SPOUSE'S EMPLOYER INFORMATION

EMPLOYEE'S NAME (Spouse of Bedford City Schools Employee/Plan Participant) _____

SPOUSE'S EMPLOYER'S NAME _____

MAILING ADDRESS _____

Do you offer employer-sponsored group health insurance and/or prescription drug insurance (including, but not limited to, insurance requiring employee premium contributions):

(a) to employees? YES NO (b) to retirees? YES NO

HEALTH INSURANCE PLAN INFORMATION

PLAN/GROUP # _____ PLAN YEAR FROM: _____ TO _____

INSURANCE COMPANY NAME: _____

MAILING ADDRESS _____

**PRESCRIPTION DRUG PLAN INFORMATION
(IF SEPARATE FROM HEALTH)**

PLAN YEAR FROM: _____ TO: _____

PLAN/GROUP # _____

INSURANCE COMPANY/PBM NAME: _____

MAILING ADDRESS: _____

EMPLOYER CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE EMPLOYER AND PLAN INFORMATION IS CORRECT.

<p>X</p>	
SPOUSE/EMPLOYER SIGNATURE	TITLE
DATE COMPLETED	AREA CODE/PHONE

**ATTENTION EMPLOYEE:
PLEASE RETURN COMPLETED CERTIFICATION TO YOUR DISTRICT TREASURER'S OFFICE**

ATTEST:

FOR THE BOARD:

FOR THE ASSOCIATION:

President, Board of Education

President, Bedford Education Association

Superintendent of Schools

Vice-President and Negotiations Chairperson,
Bedford Education Association

Assistant Superintendent

Treasurer

Date of Adoption

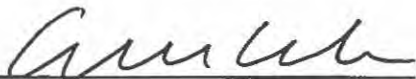
Date of Ratification

Master Agreement
between the
BEDFORD EDUCATION ASSOCIATION
and the
BEDFORD CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Effective July 1, 2019 – June 30, 2022

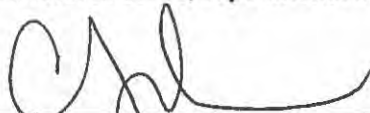
Signature Page

Negotiating Team

Administration



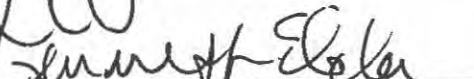
Dr. Andrea Celico, Superintendent



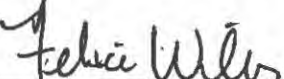
Dr. Cassandra Johnson, Asst. Superintendent



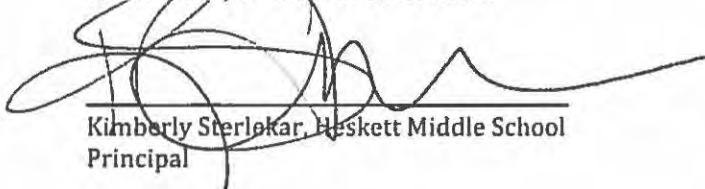
Jerry Zgrabik, Business Manager



Kenneth Elder, Director of Student Services



Felice Willis, Director of Curriculum



Kimberly Sterlekar, Heskett Middle School
Principal

Bedford Education Association



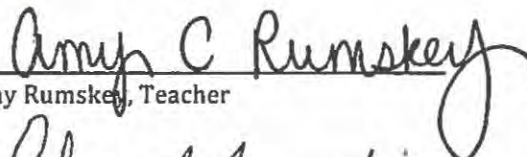
Doug Drossman, Professional Negotiator



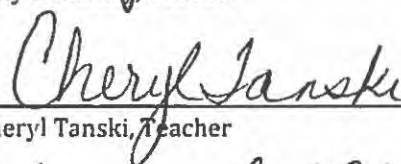
Trish Duncan, BEA President



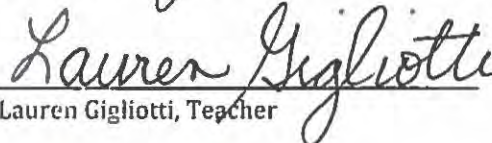
Stephanie Moiso, Teacher



Amy Rumskey, Teacher



Cheryl Tanski, Teacher



Lauren Gigliotti, Teacher



Ann Reilley (Alternate), Teacher

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Bedford City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2016 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

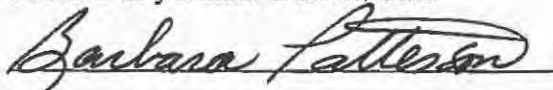
The undersigned, Treasurer and President of the Board of Education of the Bedford City School District, Ohio, and the Superintendent of Schools of the Bedford City School District, Ohio, hereby certify that the District has in effect the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs during the duration of the attached contract on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

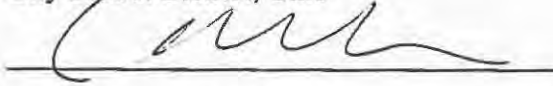
Dated: June 6, 2019



Treasurer, Board of Education
Bedford City School District, Ohio



President, Board of Education Bedford
City School District, Ohio



Superintendent of Schools

Bedford City School District, Ohio

Appendix G-1 – Medical and Hospitalization Insurance Premiums, Plan Year 2018

CIGNA and Medical Mutual of Ohio (MMOH) (1/1/2018)

All Cigna plans - Rx Formulary changed from "Legacy" to "Standard" + "Essential Health Management of Rx"; and, changes to the pre-certification of certain outpatient services and inpatient hospital stays.

Cigna - Buy Up Plan - Deductibles are (\$300/\$600), OPM is (\$2,300/\$4,600) Co-pays \$200/\$35

	<u>Current Premium</u>	<u>Employee Share</u>	<u>2018 Premium</u>	<u>Employee Share @ 12%</u>	<u>Employee Share @ 13%</u>
Single	\$571.22	\$84.00	\$663.02	\$123.00	\$129.00
Family	\$1,570.83	\$232.00	\$1,823.26	\$336.00	\$353.00

Cigna - Base Plan - Deductibles are (\$800/\$1,600), OPM is (\$2,800/\$5,600) Co-pays \$200/\$35

	<u>Current Premium</u>	<u>Employee Share</u>	<u>2018 Premium</u>	<u>Employee Share @ 12%</u>	<u>Employee Share @ 13%</u>
Single	\$552.89	\$66.00	\$641.74	\$101.00	\$107.00
Family	\$1,521.15	\$182.00	\$1,765.60	\$279.00	\$296.00

Cigna - High Deductible Plan - Deductibles are (\$4,000/\$8,000)

	<u>Current Premium</u>	<u>Employee Share</u>	<u>2018 Premium</u>	<u>Employee Share</u>	<u>Employee Share @ 1%</u>
Single	\$429.36	\$0.00	\$498.36	\$0.00	\$5.00
Family	\$1,301.15	\$0.00	\$1,510.24	\$0.00	\$15.00

MMOH - Deductible \$250/\$500 Co-pays are Office Visit \$10/\$20, Urgent Care \$35
Emergency Room \$75 (Waived if admitted), Rx \$5,\$15,\$15 (OPM \$1,000/\$3000)

	<u>Current Premium</u>	<u>Employee Share</u>	<u>2018 Premium</u>	<u>Employee Share @ 12%</u>	<u>Employee Share @ 13%</u>
Single	\$530.04	\$64.00	\$593.65	\$71.00	\$77.00
Family	\$1,457.61	\$175.00	\$1,632.52	\$196.00	\$212.00

Appendix G-2 – Medical and Hospitalization Insurance Premiums, Simulations, Plan Year 2019

<u>Actual decrements TBD</u>		
<u>2019 Assume a 20% increase Reduced to 15%</u>		
<u>Cigna - Base Plan</u>		
<u>2019</u>	<u>Employee Share @</u>	<u>Employee Share @ 13%</u>
<u>Premium</u>	<u>12%</u>	
\$738.00	\$89.00	\$96.00
\$2,030.44	\$244.00	\$264.00
<u>Cigna - Buy Up Plan</u>		
<u>2019</u>	<u>Employee Share @</u>	<u>Employee Share @ 13%</u>
<u>Premium</u>	<u>12%</u>	
\$762.47	\$113.00	\$120.00
\$2,096.75	\$310.00	\$330.00
<u>Cigna - High Deductible Plan</u>		
<u>2019</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u>
<u>Premium</u>		
\$573.11	\$0.00	\$6.00
\$1,736.78	\$0.00	\$17.00
(*) Assumes HCC Approval		
MMOH (Assumes MMOH rate is less than base rate)		
<u>2019</u>	<u>Employee Share @</u>	<u>Employee Share @ 13%</u>
<u>Premium</u>	<u>12%</u>	
\$682.70	\$82.00	\$89.00
\$1,877.40	\$225.00	\$244.00
<u>Cigna Dental -PPO</u>		
<u>2019</u>	<u>Employee Share @</u>	<u>Employee Share @ 13%</u>
<u>Premium</u>	<u>12%</u>	
\$38.03	\$5.00	\$5.00
\$104.81	\$13.00	\$14.00
<u>Cigna Dental -HMO</u>		
<u>2019</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u>
<u>Premium</u>		<u>(*)</u>
\$16.69	\$0.00	\$0.17

\$45.98	\$0.00	\$0.46
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Actual decrements TBD

2019 Assume a 15% increase Reduced to 10%

Cigna - Base Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$705.91	\$85.00	\$92.00
\$1,942.16	\$233.00	\$252.00

Cigna - Buy Up Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$729.32	\$108.00	\$115.00
\$2,005.59	\$296.00	\$315.00

Cigna - High Deductible Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u>
\$548.19	\$0.00	\$5.00
\$1,661.27	\$0.00	\$17.00

(*) Assumes HCC Approval

MMOH (Assumes MMOH rate is less than base rate)

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$653.02	\$78.00	\$85.00
\$1,795.77	\$215.00	\$233.00

Cigna Dental -PPO

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$36.38	\$4.00	\$5.00
\$100.25	\$12.00	\$13.00

Cigna Dental -HMO

<u>2019</u> <u>Premium</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u> <u>(*)</u>
\$15.96	\$0.00	\$0.16
\$43.98	\$0.00	\$0.44

Actual decrements TBD

2019 Assume a 10% increase Reduced to 5%

Cigna - Base Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$673.83	\$81.00	\$88.00
\$1,853.88	\$222.00	\$241.00

Cigna - Buy Up Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$696.17	\$103.00	\$110.00
\$1,914.43	\$283.00	\$302.00

Cigna - High Deductible Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u>
\$523.28	\$0.00	\$5.00
\$1,585.76	\$0.00	\$16.00

(*) Assumes HCC Approval

MMOH (Assumes MMOH rate is less than base rate)

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$623.33	\$75.00	\$81.00
\$1,714.15	\$206.00	\$223.00

Cigna Dental -PPO

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$34.72	\$4.00	\$5.00
\$95.70	\$11.00	\$12.00

Cigna Dental -HMO

<u>2019</u> <u>Premium</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u> <u>(*)</u>
\$15.24	\$0.00	\$0.15
\$41.98	\$0.00	\$0.42

Actual decrements TBD

2019 Assume a 6% increase Reduced to 1%

Cigna - Base Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$648.16	\$78.00	\$84.00
\$1,783.25	\$214.00	\$232.00

Cigna - Buy Up Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$669.65	\$99.00	\$105.00
\$1,841.50	\$272.00	\$290.00

Cigna - High Deductible Plan

<u>2019</u> <u>Premium</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u>
\$503.34	\$0.00	\$5.00
\$1,525.35	\$0.00	\$15.00

(*) Assumes HCC Approval

MMOH (Assumes MMOH rate is less than base rate)

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$599.59	\$72.00	\$78.00
\$1,648.85	\$198.00	\$214.00

Cigna Dental -PPO

<u>2019</u> <u>Premium</u>	<u>Employee Share @</u> <u>12%</u>	<u>Employee Share @ 13%</u>
\$33.40	\$4.00	\$4.00
\$92.05	\$11.00	\$12.00

Cigna Dental -HMO

<u>2019</u> <u>Premium</u>	<u>Employee Share (*)</u>	<u>Employee Share @ 1%</u> <u>(*)</u>
\$14.66	\$0.00	\$0.15
\$40.38	\$0.00	\$0.40

Appendix G-3 – Medical and Hospitalization Insurance Premiums, Simulation, Effective on the last day of the negotiated agreement, June 30, 2019, for any subsequent plan year (January 1, 2020 forward)

Increase Of	Committee Action	To the Required Percentage
5 or less	None	NA
6	Committee reduces by 5 to	1%
7	Committee reduces by 5 to	2%
8	Committee reduces by 5 to	3%
9	Committee reduces by 5 to	4%
10	Committee reduces by 5 to	5%
11	Committee reduces by 6 to	5%
12	Committee reduces by 7 to	5%
12.5	Committee reduced by 7.5% to	5%
13	Committee reduced by 7.5% to	5.5%
14	Committee reduced by 7.5% to	6.5%
15	Committee reduced by 7.5% to	7.5%
16	Committee reduced by 7.5% to	8.5%
17	Committee reduced by 7.5% to	9.5%
18	Committee reduced by 7.5% to	10.5%
19	Committee reduced by 7.5% to	11.5%
19.5%	Committee reduced by 7.5% to	12%
20	Committee reduced by 7.5% to	12.5%

LEGACY FAIR SHARE FEE

In accordance with Article 5.7 of the 2019-2022 negotiated agreement, the parties agree to maintain as a Legacy Document in Appendix G1 the Fair Share Fee provisions contained in the negotiated agreement immediately prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented.

Fair Share Fee

5.7 Effective with the first business day following ratification of the Agreement and its approval by the Board, and in recognition of the Association's obligation to provide representation services for the entire bargaining agreement as the exclusive bargaining agent, the following Association security fee provisions are provided:

5.71 Payroll Deduction of Fair Share Fee

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

5.72 Notification of the Amount of Fair Share Fee

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

5.73 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

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

B. Upon Termination of Membership During the Membership Year

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

5.74 Transmittal of Deductions

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

5.75 Procedure for Rebate

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

5.76 Entitlement to Rebate

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

5.77 Indemnification of Employer

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

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

2. permit the Association or its affiliates to intervene as a party if it so desires, and/or
 3. to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and
- D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

5.78 Nonmember Rights

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

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

5.79 Exclusivity

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

5.791 Legal Compliance

The Association hereby assures the Board, its members, officers and administrative employees that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

Memorandum of Understanding -- #1

In bargaining for the 2013-2016 collective bargaining agreement, the parties agreed to remove certain positions from the list of supplemental positions. (Those positions and the compensation related to each are shown below.)

If and when the need arises for the reinstatement of one or more such positions, the parties shall determine whether the previous compensation should be reestablished or a new amount set.

Academic Decathlon — HS (Category C)
Class Advisor 10th — HS (Category D)
Class Advisor 11th — HS (Category D)
Class Advisor 12th — HS (Category D)
Class Advisor 9th — HS (Category D)
Faculty Manager — HS & Heskett
Intramurals — Heskett (Category H)
Mac Scholars Advisor/Diamond Scholars Advisor (Category F)
Newspaper — High School (Category C)
Pep Band (2 positions) (Category C)
Play Director — HS (Category B)
Science Coordinator — Elementary (Category E)
Thearts — HS (Category G)
VICA — HS (Category D)
Video Production Club Advisor (\$3500)