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# **MASTER AGREEMENT**

**BETWEEN THE**

**BRADFORD EXEMPTED VILLAGE SCHOOL DISTRICT**

**AND THE**

**BRADFORD EDUCATION ASSOCIATION**



**July 1<sup>st</sup>, 2019**

**Through**

**June 30<sup>th</sup>, 2022**

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## **PREAMBLE**

The Board of Education of the Bradford School District together with the Bradford Education Association recognizes that the development and operation of education programs of the highest quality for the benefit of students and their communities is a responsibility which requires, for its effective discharge, cooperation between the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent, the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program.

It is the purpose of this document to establish the relationship between the Board of Education and the Bradford Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern.

Wherever possible electronic forms will be instituted to replace the existing paper documents.

## **ARTICLE I - RECOGNITION**

### **A. Recognition of Association**

The Bradford Exempted Village Board of Education, hereinafter referred to as the Board, does hereby recognize for the purposes of negotiations and for all rights identified under O.R.C. 4117 the Bradford Education Association, affiliated with the OEA and the NEA, hereinafter referred to as the Association. The Association shall be the exclusive and sole negotiation representative for the regular certificated/licensed professional personnel presently employed or who will be employed by the Board during the term of this contract, excluding the Superintendent, principals, any other administrators, and substitutes who have not worked at least sixty consecutive school days in the same teaching assignment, or non-certified school nurses. The Board and the Association agree to negotiate those matters mandated by law.

### **B. Recognition of Board**

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Bradford Exempted Village School District and as the employer of all certificated/licensed personnel of the school system. Except as specifically abridged, delegated, granted, or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other administrators all powers, rights, authority, duties, and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and the United States.

## ARTICLE II – INDIVIDUAL AND ORGANIZATION RIGHTS

### A. Association Rights

1. The success of the educational program depends upon the services of qualified and competent teachers who are reasonably satisfied with the conditions under which their services are performed.
2. Teachers have the right to join or refrain from joining any organizations for their professional or economic improvement and advancement of the public education.
3. No reprisal of any kinds shall be taken by or against any participant in negotiations or other association activities by reason of such participation.
4. Nothing contained herein shall be construed to restrict or deny to any teacher rights he/she may have under any other law.
5. Exclusive recognition shall entitle the Association to these exclusive rights at no cost to the Association.
  - a) Organizational use of designated school bulletin board.
  - b) Payroll deduction of membership dues.
  - c) Organizational announcements in faculty meetings, use of public address system and faculty bulletins to teachers as provided in school procedures.
  - d) Use of school facilities for meeting purposes.
  - e) Use of school address as the mailing address for the Association.
  - f) School equipment will be available to the Association for its use. This shall include computer system, phone systems, electronic mail, FAX machine and voice mail. The actual cost will be remitted by the BEA.
  - g) The agenda for the Board of Education meeting will be available for the BEA President when it is available for delivery to Board of Education members. Minutes of past meetings will be available upon request of BEA President and reproduction cost will be assumed by BEA.
  - h) The Association will be entitled to a total of four (4) days of Association Leave during each school year without loss of pay or benefits. This leave may be used to attend conferences or representative assemblies, to meet with administration, or to perform other Association business. Association Leave shall not be used for litigation against the district. This leave must be submitted at least five (5) days in advance, except in an emergency where twenty-four (24) hours must be given, to the office of the Superintendent and shall include the name(s) of the Association's representative(s), and the date(s) for which the leave is requested.
  - i) Payroll Deductions

1. UTP Dues (BEA, WOE, OEA, NEA)  
Deductions of dues, divided into twenty (20) equal payments, will begin with the second payroll in October and continue for the next twenty (20) payrolls. The Association shall notify the Treasurer of the Board of Education; [1] who will participate in each payroll deduction and [2] total amount to be deducted for each participant no later than two weeks prior to the second payroll in October.

Teachers may sign and deliver to the Board an authorization form requesting membership dues to continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions, or employment with the Board terminates.

6. AGENCY SHOP – FAIR SHARE FEE This section is non applicable unless the law changes to reinstate the option of fair share.

7. Individual Rights

- a) The Board shall recognize that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to present divergent points of view.

Teacher will use professional judgment in determining what materials to use; ensuring those issues and materials presented fall within the adopted curriculum, and are appropriate to the students' level of development.

- b) Complaints on Materials or Curriculum

1. In the event any citizen has a complaint or question concerning materials or methods used in conjunction with a class, or materials in the media center, the following procedures shall be utilized:
  - a) Any complaints concerning a program or instructional materials shall be given to the building principal, who will notify the teacher involved.
  - b) All complaints shall be reduced to written form.
  - c) The written complaint will be examined by a Review committee, which will include the teacher and/or Librarian and building Principal.
  - d) Appeal of the review committee's decision will be through the Superintendent to the Board of Education.
2. In no case shall materials be removed until this procedure and any appropriate Board Policy provisions have been followed.

### ARTICLE III – NEGOTIATIONS PROCEDURES

#### A. Directing Requests

Requests for negotiations during the current school year must be made by March 1<sup>st</sup> of that year. Requests in writing for a negotiation meeting from the Association will be made directly to the Superintendent (or his/her designated representative). Requests in writing from the Superintendent or the Board will be made to the President of the Association (or designated representative).

#### B. Negotiation Meetings

An agreement shall be reached within ten (10) school days of the request as to the time and place of the initial meeting, which shall be at the mutually agreeable time and place. Meetings will be held in executive session unless mutually agreed upon by both parties to be held otherwise.

#### C. Representation

The Board or their designated representatives will meet with designated representatives of the Association to negotiate in good faith. Representatives will be limited to a maximum of five (5) representatives for each team. Neither party in a negotiation will have any control over the selection of the negotiation or bargaining representative of the other party, and while no final agreement will be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make concessions in the course of negotiations and shall bargain in good faith.

#### D. Proposals

All proposals shall be submitted in writing by both parties at the initial meeting. After the second meeting new proposals shall not be submitted by either party unless by mutual agreement. Original proposals shall be written and in language suitable for inclusion in the final agreement. If the change is a minor change in existing language, the proposal shall give specific reference to the word, sentence, or paragraph to be changed with the new language included. Topical listings of items proposed for negotiations (i.e., a laundry list) shall constitute a clear failure of compliance and may be disregarded.

#### E. Study Committee

The parties may appoint ad hoc study committees to research, study and develop projects reports and programs, and to make recommendations on matters under consideration. The committee will report all findings to both parties. The cost incurred by a study committee singularly instituted by either the Association or the Board will be the responsibility of the instituting party. If the study committee is mutually instituted, all costs will be equally shared by the Association and the Board.

#### F. Information

The Board and the Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program. The

Association agrees to furnish all available information on its proposal to the Board's negotiation team upon request to support development of sound programs for the school district.

#### G. While Negotiations Are In Progress

##### 1. Recesses

The chairperson of either group may recess his/her group for independent caucus at any time. Caucuses will be of reasonable length.

##### 2. Protocol

No action to coerce or censor or penalize any negotiating participant will be made or implied by any other member as a result of participation in the negotiation process.

##### 3. Schedule of Meetings

Until all negotiation meetings are completed, each meeting will include a decision on agreed time and place for the next subsequent meeting.

##### 4. Interim Reports

During the period of consideration, interim reports of progress shall be made to the Association by its representatives and to the Board by the Superintendent.

##### 5. News Reports

While discussions are in progress, any release prepared for news media shall be approved by both groups prior to release.

##### 6. Tentative Agreements

As items are agreed to by the parties, they will be reduced to writing and initialed by a representative of each party. Such agreements do not become final until total agreement is reached on a new contract.

#### H. Agreement

When final agreement is reached through negotiating, the outcomes will be reduced to writing and submitted to the Association and Board for final approval. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board and the Association. The resulting agreement shall constitute a modification of the Articles of this Document, be binding on both parties, and when necessary, the provision shall be reflected in individual contract terms. No provisions of the resulting agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.



## I. Disagreement – Impasse

Pursuant to Section 4117.14 [C] (1) and Section 4117.14 (E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedure which supersedes the procedures listed in Section 4117.14 [C] (2) – (6) and any other procedure to the contrary.

Either party to this Agreement shall have the authority to declare that negotiations for a successor agreement are at impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

Except by mutual consent, the mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse and shall not extend beyond the expiration date of the collective bargaining agreement. The parties shall be permitted to postpone or extend the mediation process beyond the expiration date of this Agreement by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

## **ARTICLE IV – PROVISIONS CONTRARY TO LAW**

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, the terms and conditions of this Agreement shall prevail as to that provision, except as may be provided by O.R.C. Section 4117.10 (A).

If, during the term of this Agreement, there is a provision found invalid under the paragraph above or there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of the Agreement, the parties may request to meet and negotiate any invalid provision of the Agreement. The request to meet and negotiate will be honored within sixty (60) calendar days unless the number of days is increased through mutual agreement.

## **ARTICLE V – GRIEVANCE PROCEDURE**

A. The following definitions and terms apply to this Article:

1. The word “day” or “days” means regularly scheduled teacher workdays with teachers in attendance during the regular school year. During the summer it shall mean weekdays.
2. A “grievance” is a claim by a teacher, group of teachers, or the Association that the Board or administrator has violated, misinterpreted or misapplied a term of this written agreement.
3. If a teacher fails to file a written grievance or to appeal a grievance to the next step by the stated deadline, then the grievance shall be considered waived.
4. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the teacher is entitled to appeal to the next step.

5. A teacher may be accompanied at any stage of the grievance procedure by a representative of the Association.
6. A teacher may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the Association representative has the opportunity to be present at the adjustment.
7. This procedure shall be the sole and exclusive method for resolving disputes under this agreement and must be exhausted before filing or maintaining court litigation.
8. A grievance may be withdrawn at any level without prejudice or record to the extent permitted by law.
9. No teacher shall file a grievance after the effective date of his/her resignation to the extent permitted by law.
10. While a grievance is in process of resolution, records of the grievance proceedings shall be confidential information.
11. Upon resolution of the grievance, official records of the grievance proceedings should be kept in a confidential separate file by the Treasurer of the Board. Access shall be made only with knowledge of the Superintendent and President of the Association to the extent permitted by law.
12. No grievance shall go to Step Four except with the consent of the Association.
13. Only the procedural aspects of Article XIII, Employee Evaluation shall be subject to resolution through this grievance procedure. The substantive issues of the teacher's evaluation shall not be grievable.

B. The following procedure will be used in processing a grievance:

1. STEP ONE: A grievant must first informally attempt to resolve the grievance by discussing it with his or her building Principal within ten days from the occurrence.
2. STEP TWO: If the grievant is not satisfied with the informal attempt to resolve the grievance, he or she must submit the grievance form, attached as Appendix D, to the building Principal. The written grievance must state the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular article and section of this Agreement which the grievant claims has been violated, and the specific relief sought. The written grievance must be filed with the building Principal within five (5) days from the informal discussion in Step One. The building Principal shall respond to the grievance in writing within five (5) days of its submission to him or her.
3. STEP THREE: If the grievant is not satisfied with the building Principal's disposition of the grievance, the teacher may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the Principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal. The Superintendent

shall make his/her written response to the appeal within five (5) days of the meeting. Any grievance which concerns a decision from the central office and which is not within the power of a building Principal to change, may be submitted directly to the Superintendent at Step Three as the initial step.

4. STEP FOUR: If the grievant is not satisfied with the Superintendent's disposition of the grievance, he or she may file a written appeal of the grievance with the Treasurer with five (5) days of the Superintendent's response. At a regular or special meeting of the Board of Education within thirty (30) calendar days of the filing of the appeal to the Board, the Board shall meet with the teacher in executive session to hear the grievance. Within five (5) days of that meeting, the Board shall send the teacher its written response to the grievance.
5. STEP FIVE: Step Four is available only with respect to grievances alleging a violation, misinterpretation or misapplication of the terms of this written agreement.

If the grievant is not satisfied with the disposition at Step Three, the grievant may file a written demand for arbitration. A copy of said demand must be received in the Treasurer's Office within fifteen (15) days of the grievant's receipt of the disposition at Step Three.

The parties will jointly file the submission for arbitration with the American Arbitration Association.

The parties shall select an arbitrator through the American Arbitration Association (AAA) in accordance with the voluntary rules of the AAA.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be in accordance with law and shall be binding on both the Board and the Association.

Any cost or expense agreed by both parties and incurred as a result of the arbitration shall be shared equally by the Board and the Association, except that each party shall bear the costs of its own representatives.

#### **ARTICLE VI – LABOR MANAGEMENT COMMITTEE (LMC)**

- A. The Superintendent and the BEA President shall each be members of the LMC and each shall appoint up to two (2) other members to serve on the LMC. The LMC shall meet at least four (4) times per school year, unless the Superintendent and BEA President deem that there is no reason to meet.
- B. The Federal Mediation and Conciliation Service shall be the primary source of training for the LMC. When new committee members are added to the LMC or at the expressed desire of either party, additional training may be requested from the FMCS.

## ARTICLE VII – EMPLOYMENT CONTRACTS AND SALARY PLACEMENT

### A. Salaries

1. Teachers on regular contracts will be paid according to a salary schedule for that position as provided for in this Agreement. Assignment on the schedule will be made in accordance with the following:
  - a) Years of experience
  - b) Years of active military service
  - c) Extent of college training
2. Teachers who are assigned by contract or accept by request duties, in addition to their regular assignments, will be issued a supplemental contract and will be paid according to the supplemental schedules as provided for in this Agreement. No person shall be paid wages or salaries, which have not been approved by the Board and the Association.
3. Teachers shall be paid in twenty-six (26) equal gross payments.

### B. Regular Contracts

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code (Section 3319.08). Such contracts shall include the following information:

1. Name of teacher.
2. Name of the school district and board employing said teacher. All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the *Ohio Revised Code*. Such supplemental contract shall include the following information:
  - a) Name of said teacher.
  - b) Name of the school district and board of education for which responsibilities shall be performed.
  - c) Number of years contract is to be in force.
  - d) Statement of additional responsibility(ies) and compensation to be provided for each.
  - e) Dates within which compensation is being provided for said responsibility.
  - f) Basis by which compensation will be paid.
  - g) Total additional duty compensation.
  - h) Provision for signature of the Board President and Treasurer of the Board.
  - i) Provision for signature and date by the teacher.

3. All teachers who do not qualify for a continuing contract shall, when employed and if reemployed, receive contracts in the following sequence:

Duration of Contract

1 <sup>st</sup> Contract	1 year
2 <sup>nd</sup> Contract	1 year
3 <sup>rd</sup> Contract	1 year
4 <sup>th</sup> Contract	3 years
Each contract thereafter	5 years

This contract sequence shall not apply to supplemental contracts and extended service contracts.

4. The Board may employ a teacher on a limited contract for fewer years than set forth in this provision if the administration determines that a teacher's performance is not satisfactory as set forth in a written evaluation in a teacher's file which specifies the deficiencies. If the Board re-employs the teacher at the end of this contract, it shall be for the number of years otherwise indicated in this Article.
5. If a teacher becomes eligible for a continuing contract during the unexpired term of a multi-year limited term contract, the teacher shall be considered for continuing contract status in accordance with the provisions of O.R.C. 3319.11. The teacher shall not be required to resign from the multi-year limited term contract prior to being considered or as a requirement for consideration for continuing contract status. The multi-year limited term contract shall be considered void at the time the Board grants the teacher a continuing contract. If the Board fails to grant a continuing contract to the teacher, the teacher's employment shall continue under the unexpired term of the multi-year limited term contract. The teacher shall be considered for continuing contract status annually throughout the unexpired term of the multi-year limited term contract. At the expiration of the multi-year limited term contract a teacher who is eligible for a continuing contract shall retain all rights guaranteed under O.R.C. 3319.11. This provision does not prohibit a teacher from waiving rights guaranteed under O.R.C. 3319.11.

C. Continuing Contract

Teachers who qualify or will qualify by completing their Master's Degree by April Board Meeting for continuing contract status under the provisions of O.R.C. 3319.08 shall notify the Superintendent of their eligibility and qualifications prior to August 30. This provision shall not supersede nor shall it add additional qualification requirements to O.R.C. 3319.08.

D. Supplemental Contracts

1. All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the *Ohio Revised Code*. The Bradford Exempted Village Board of Education reserves the right to employ only those supplemental contracts it deems appropriate and is not required to fill any or all of those contracts.
2. All supplemental contracts shall expire and be considered automatically non-renewed without further procedure or action of the Board at the end of the school year.

3. Any bargaining unit member interested in any of the posted supplemental positions shall submit an application to the building Principal's Office by the date indicated on the posting notice. The Board shall hire a current teacher who applies for a supplemental position prior to hiring a person who is not a current teacher, if such teacher, in the sole judgment of the Board is qualified to fill the position. The Board shall award supplemental contracts to qualified applicants in the following order: (a) certified/licensed Bradford Exempted Village employee; (b) certified/licensed individual; and (c) uncertified/unlicensed individual. The qualifications shall be determined by the administration.

E. Such supplemental contract shall include the following information:

1. Name of said teacher.
2. Name of the school district and board of education for which responsibilities shall be performed.
3. Number of years contract is to be in force.
4. Statement of additional responsibility(ies) and compensation to be provided for each.
5. Dates within which compensation is being provided for said responsibility. Supplementals which are of a year-long nature will be paid in two installments – one-half on the first pay day in December and the remaining half upon completion of all duties on the first pay day in June. Supplementals, which are of a short-term nature, will be paid in full by the second (2<sup>nd</sup>) pay after the completion of the short term supplemental.
6. Basis by which compensation will be paid.
7. Total additional duty compensation.
8. Provision for signature of the Board of Education and Treasurer of the Board.
9. Provision for signature and date by the teacher.

F. Compensation for Teachers Hired after October 1

Any teacher covered under the scope of this agreement (contracted after October 1 of that school year) to work less than 184 full days will:

1. be paid a prorated salary at the appropriate placement on the salary schedule.
2. contribute a prorated percentage of the monthly premium for health insurance computed after the full-time employee contribution and receive a prorated amount of the Section 125.
3. be provided prorated leave provisions as noted in Article XV with one day of leave equal to the employee's defined work day.
4. be required to work all scheduled workdays, in-service days and parent teacher conferences after hire date.

5. the contract of teachers working less than full time will automatically expire at the end of the contract year, with no notice of non-renewal. However, by June 1 a written notice of job status will be issued. The most current date of hire will be used for placement on the seniority list.

#### G. Compensation for Part-Time Teachers

A bargaining unit member employed as a half-time employee (half-time is deemed working more than 50% and less than 80% of a work day) shall pay 50% of the monthly medical insurance premium for either single or family coverage. Every other benefit, including planning time, will be prorated accordingly. They will move a vertical step every other year on the salary schedule. Half-time employees will be required to work all scheduled workdays, in-service days and parent teacher conferences.

A bargaining unit member employed less than half-time (50% or less of a workday) may only receive health insurance by assuming the entire cost of benefit.

### **ARTICLE VIII – WORKING CONDITIONS**

#### A. Contract Day

1. The length of the teachers' work day shall not exceed seven (7) hours and thirty (30) minutes and the time for students is within the statutes set for by the State of Ohio. The President of the Association is to be notified of any change or modification of starting and dismissal times thirty (30) calendar days before public announcement is made.
2. The starting and dismissal times for students and the duty assignments of individual teachers set forth above may be changed so long as such change does not increase the number of hours during which the teachers are required to be present.
3. If the high school observes an early release at the end of each semester for the students, the elementary will follow suit.
4. Any teacher who needs to leave school property during the teacher work day needs to sign in and out in their respective office.
5. All certified staff will work from 7:40 am-7:55 am for a two-week period each school year. A schedule will be developed collaboratively between the building principals and a union representative from each building. Staff will be able to leave at 3:10 pm during their two week early start.

#### B. Contract Year

The normal contract year for teachers covered hereunder shall consist of 184 work days – 178 student days, 3 teacher work days, and 3 in-service days for the 2016-2017 school and 176 student days, 4 teacher work days, and 4 in-service days for each subsequent year. The equivalent of one (1) full teacher workday shall be provided prior to the first instructional day for the purpose of preparing the classroom. This time shall be free from mandatory attendance at teacher meetings and/or in-service sessions. The school calendar will meet or exceed state minimums set for hours.

After five (5) calamity days, E-Days (maximum of 3) may be considered before any make-up days are scheduled. The staff will be given a one week notice before any unscheduled make-up time.

#### C. Duties Outside the Contract Day/Year

The Board of Education recognizes that staff, in the performance of duties such as open house, parent conferences and faculty meetings, may stay past 3:25 p.m. It is the responsibility of the administration to assure that faculty time be used judiciously in these situations and that extra requested time be kept to a minimum. Every effort will be made to keep meetings and conferences within the confines of the contract day. Release time will be utilized to assist in the process. The Board reaffirms that the faculty and administration shall treat these situations professionally. Teachers who are required to perform duties or attend any function outside of the regular contract day/year shall be compensated in an amount equal to their prorated per diem rate.

Administrators, giving staff a week's notice, may hold one staff meeting per month, lasting no later than 4:10 pm, without compensation.

#### D. Planning Time

All members at the secondary level shall be provided with at least one (1) preparation period per day equal in length to one (1) regular class period.

All regular staff members at the elementary level shall be provided with at least two hundred and fifty (250) minutes of planning time per week. Every effort will be made that no more than ninety (90) minutes in one day will be scheduled with the teacher receiving at least thirty (30) minutes in each working day.

Each teacher shall have at least one-half hour uninterrupted duty-free lunch period daily.

#### E. Internal Substituting

A teacher who is requested by the administration to act as a period substitute and voluntarily gives up his/her planning time shall be paid fifteen (\$15.00) dollars per period without proration.

1. A secondary period shall be defined by the high school master schedule.
2. An elementary period shall be defined as a thirty-five (35) consecutive minute period of time.

#### F. Parent Conferences and Observations

Although cooperation and communication between parents and teachers is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a teacher's daily responsibilities must be protected. Therefore, teachers and parents shall have the right to choose a time and place mutually convenient to them for parent conferences or classroom observations by parents. The administration will assist the teacher in the enforcement of the above guidelines.

#### G. Inclusion

1. Classroom teachers who have assigned to their class a student who has been identified as handicapped under the Individual with Disabilities Education Act (IDEA) shall be part of the



student's team which develops the student's Individualized Educational Plan (IEP) and have direct input into the development of the student's IEP.

2. The Board will cooperate with the teachers in accessing training, in-service programs, materials, and professional assistance to enable the teacher to implement the student's IEP. When preparing schedules, the administrator will make a reasonable effort to meet the student's special needs.
3. Teachers shall not be required to perform any medical procedures with the exception of first aid unless the teacher has received proper training. Teachers shall not be required to perform custodial care (i.e., diapering, toileting, lifting).
4. The assignment of identified students to classrooms will be made on an equitable basis. This provision will be waived in the case of any "Functional Class".

#### H. Student Discipline

1. The Board and the Administration will provide teachers with support in dealing with student discipline, in accordance with the current Student Code of Conduct.
2. A teacher may exercise the right to remove a student from a class or activity in accordance with the student code of conduct. As soon as practicable after making such a removal, the teacher shall submit in writing to the principal, the reasons for such removal. The teacher shall not be denied the right to be present at any subsequent hearing related to the removal of a student from a class or activity. This provision shall not diminish nor negate the rights guaranteed under O.R.C. 3313.66.
3. No adverse personnel action or reprisal of any kind will be imposed on a teacher for exercising his or her rights and responsibilities under law and/or under the current Student Code of Conduct unless said action is unethical or illegal.

#### I. Health and Safety

1. Employees shall not be required to work under unsafe or hazardous conditions (as defined in Chapter 4167 of the Ohio Revised Code.)
2. Before a complaint which falls under the scope of Chapter 4167 of the Ohio Revised Code is filed with the Division of Occupational Safety and Health, said concern shall be filed in writing with the Superintendent. The Superintendent or his/her designee shall, upon receipt of the written complaint, immediately begin an investigation of the alleged unsafe or hazardous condition(s). At the conclusion of such investigation the Superintendent shall provide to the complainant a written copy of the conclusions of the investigation, and the proposed actions to be taken regarding the alleged unsafe or hazardous condition(s).

#### J. Workers Compensation

The Board recognizes that some teachers desire to work in the building outside their normal work day/work year. Therefore, the Board will adhere to the definition of an allowable injury included in

4123.01 O.R.C. The Board reserves the right to dispute any suspected abuse involving a worker's compensation claim.

**ARTICLE IX – TUITION REIMBURSEMENT AND PROFESSIONAL MEETINGS**

A. Tuition Reimbursement

During the term of this contract, the Board agrees to appropriate thirteen thousand dollars (\$13,000.00) per fiscal year (July 1 - June 30), for the purpose of funding a tuition reimbursement program for all certificated/licensed employees. The tuition reimbursement program shall fund only coursework for which credit is granted.

1. Application Procedures

All certificated/licensed staff members requesting participation in the tuition reimbursement program will submit a preliminary application on forms provided by the Bradford Exempted Village School District and attached as Appendix E. To insure consideration, the preliminary application should be submitted before the coursework begins, or as deemed appropriate by the Superintendent. Applications may be filed at the following times:

Fall semester applications	August 15 to September 15
Spring semester-applications	November 15 to January 15
Summer semester-applications	April 15 to June 15

Requests received after the application period will be considered after all other requests have been processed. All requests will be approved or disapproved by the Superintendent of Schools and returned to the requesting individual within ten (10) working days following the closing of the period on the form attached as Appendix F.

Individuals whose applications are disapproved for participation may file for a review of their application within five (5) working days of the date of refusal. No review will be provided for requests denied as a result of insufficient funds.

The Treasurer, or designee, shall submit to the President of the BEA an itemized accounting of tuition reimbursement expenditures as requested. This shall include a list of people receiving reimbursement, dollar amounts reimbursed and copies of all preliminary application forms.

2. Requests for Reimbursement

After the successful completion of the approved course work, the individual employee will be required to submit an official grade report, a receipt which provides a complete listing of all fees paid and an application for reimbursement. No reimbursement check will be issued until these documents have been received. Deadline for submission of all documents required for reimbursement shall not exceed ninety (90) days from the date of completion of all coursework. Failure to submit all required documents in a timely fashion may result in the loss of reimbursement.

3. Approved Institutions

Certificated/licensed staff members will be authorized to enroll at any teacher training institution in the State of Ohio or any accredited university outside of Ohio whose credits will be accepted by a teacher training institution in Ohio. When needed, the staff member will need to supply the required verification of the college's credentials to the central office.

4. Eligibility for Participation

No employee on an unpaid leave of absence is eligible for participation.

5. Reimbursement Rate

Employees approved for participation in the tuition reimbursement program will be reimbursed at a rate of 50% of the credit hour cost not to exceed \$100.00 per quarter hour. If an employee enrolls in a semester course, reimbursement will be 50% of the credit hour cost not to exceed \$150.00 per semester hour. No employee will be reimbursed for more than 15-quarter hours or 10 semester hours during a fiscal year. No expenses other than the credit hour cost will be reimbursed by the Board of Education.

6. Distribution of Funds

Money committed to the tuition reimbursement program will be equally distributed over the three academic trimesters. (Note: Summer term will be split equally by fiscal year.) Funds will be distributed as follows:

CREDIT COURSES

SUMMER A (After June 30)	\$2,166.67
FALL	\$4,333.33 (+ carryover from previous session)
SPRING	\$4,333.33 (+ carryover from previous session)
SUMMER B (Before July 1)	\$2,166.67 (+ carryover from previous session)

Funds not used during one year of the program will not be carried over to the next year.

7. The Superintendent reserves the right to recommend workshops. If the Superintendent recommends attendance at a workshop scheduled outside of the work day, work week, or work year (as defined in this agreement) and the teacher is unable to attend, all efforts will be made to attend the next appropriate workshop.
8. In order to qualify for this reimbursement it is expected that the regularly certified/licensed teaching individual receiving tuition reimbursement will not request to be released from employment for a period of two (2) years. If such a release is requested and granted, the amount of tuition reimbursement received during that time period for the course(s) shall be reimbursed to the Board of Education by such employee. The Superintendent reserves the right to waive reimbursement at his/her discretion.

**ARTICLE X – PERSONNEL FILES**

A personnel file for each employee shall be maintained in the central office. Such file shall be confidential to the extent permitted by law, except that the individual employee shall have access to the personnel file upon request; and the Superintendent, the Building Principal, the Treasurer of the Board, or other

administrative personnel having a responsibility for such employee or his/her records, may have access to such file. Requests for such access shall be made to the Superintendent.

Files maintained by the building Principal, as well as the anecdotal records, shall be available to the employee.

The employee shall receive a copy of any item placed in his/her personnel file prior to such items' placement in the file, excluding payroll documents.

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

Information in the personnel file may be removed upon mutual agreement of the employee and the administrator making the entry. Failure to resolve the issue of removal of material from the file may be grieved.

When a Principal or other administrator makes a notation in a teacher's file other than evaluations or appraisals (which are covered elsewhere), the teacher should sign that he/she has seen the notation.

The teacher will be notified that he/she may write his/her answer, explanation or rebuttal.

#### **ARTICLE XI – CITIZEN/PARENT COMPLAINT PROCEDURE**

##### **A. Informal**

All complaints should follow the proper chain of command (ie. Parent/Community Member to Teacher, to Building Administrator, to Superintendent, to Board of Education).

The administration shall not be required to inform the staff member of the identity of the complaining party or offer the staff member an opportunity to meet with the complainant, if the matter involves suspected child abuse, unlawful harassment or an accusation of threatening behavior as determined by the building principal.

##### **B. Formal**

If the complaint cannot be settled informally, the following procedures shall be followed:

1. At the request of the complainant or staff member, a meeting of the staff member, Principal, and complainant will be arranged at a mutually convenient time to discuss the complaint except if the complainant refuses to attend such a meeting. Such meetings shall not be scheduled beyond the regular teacher workday without prior approval of the teacher.
2. If the complainant is not satisfied with the results of the meetings, the complainant shall be directed to the Superintendent of Schools or his/her designee.

#### **ARTICLE XII – SCHOOL CALENDAR**

The school calendar for the Bradford Exempted Village School District shall consist of 184 work days for all certificated/licensed staff members. Students shall be in attendance 178 days for the 2016-2017 school year and 176 days for subsequent years.

If it becomes necessary to make up instructional days as a result of inclement weather, fuel shortage, or other cause, every effort will be made to retain the integrity of spring break with those days to be made up following the end of the school year.

The School Calendar Committee, consisting of five (5) individuals including the guidance counselor and a representative from each of the high school and elementary staffs, will consult annually regarding the school calendar for the succeeding year in an attempt to accommodate staff concerns. A calendar will be adopted by the February Board meeting of each year for the succeeding year.

### **ARTICLE XIII – EMPLOYEE EVALUATION**

In the event that OTES is no longer law or revised by new legislation or regulations, the contract will be reopened for the negotiation of a new evaluation system.

#### **A. Purpose**

1. To help the employee to achieve greater effectiveness in performance of the work assignment.
2. To assess an employee's work performance.
3. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, reduction of force, or contract non-renewal or termination.

#### **B. Definitions**

##### **1. Evaluator**

Evaluation of an employee shall be conducted by the employee's immediate supervisor. If that supervisor is unable to conduct the evaluation(s), the evaluation shall be conducted by an administrator appointed by the Superintendent. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

##### **2. Definition of Certified Employee**

Notwithstanding Ohio Revised Code 3319.09 this section applies to District employees who meet one of the following categories:

- a) A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing student instruction; or
- b) A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing instruction; or

- c) A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing student instruction; or
- d) This does not apply to substitute teachers.

3. Any teacher in the last year of a contract or who is requesting a continuing contract will undergo a full OTES Evaluation.

C. Procedures for full OTES Evaluations

1. Assigning an Effectiveness Rating

Teachers are assigned an effectiveness rating in accordance with the State Board of Education Framework. This rating will be determined based on 50% teacher performance and 50% Student Growth measures.

2. Calculating Teacher Performance

The 50% teacher performance measure is determined by using a rating rubric (Teacher Performance Evaluation Rubric) consisting of indicators based on the Ohio Standards for the Teaching Profession. Teachers are evaluated via at least two observations and periodic walkthroughs.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools. The Board elects to utilize the Ohio Teacher Evaluation System Performance Rubric as the Ohio Standards for the Teaching Profession-aligned evaluation tool to be used to calculate the Teacher Performance fifty-percent (50%).

3. Calculating Student Growth Measures

For purposes of this evaluation system, “student growth” means the change in student achievement for an individual student between two or more points in time. This component of evaluation includes, where available, one or more of the following: 1) Teacher-level Value-

Added

Data (or alternative student academic progress measures if adopted by ODE) 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures; in accordance with state law and State Board of Education requirements. When available, Value-Added data or an alternative student academic progress measure, if adopted, shall be included in multiple measures used to evaluate student growth in proportion to the part of the teacher’s schedule of courses or subjects for which the Value-Added progress dimension is applicable. Any teacher whose schedule is comprised only of courses or subjects for which Valued Added data is applicable, the academic growth factor of the evaluation for such teachers shall be based on that Value-Added progress dimension.

Fifty percent (50%) of a teacher’s evaluation must be comprised of student growth measures. The extent to which Value-Added, alternative student academic progress measures, ODE-Approved Assessments, and Locally-determined Measures (student learning objectives (“SLOs”)) are used to calculate the student-growth component of a teacher’s evaluation will be in accordance with state law and regulation. Teachers will fall in the one of the following categories by their assigned schedules.

A1: 50% value added -

A2: If the teacher is elementary and has Star data to use - 10% VA, 20% Star data, 20% SLO

If the teacher does not have Star data - 10% VA, 40% SLO

B: 50% Star data, split equally between math and reading

C: 50% SLO

Data from Board-determined multiple measures will be converted to a student academic growth score consistent with ODE guidelines 5) Most effective, 4) Above Average, 3) Average, 2) Approaching Average or 1) Least Effective. In the calculation for student academic growth, students shall be excluded per state law and regulation. Teachers who are using Student Learning Objectives (SLO)s for their student growth measures have the option of completing one or two SLOs.

#### 4. Orientation

On or before Sept. 30, all employees who are to be evaluated that school year must attend an orientation meeting with their evaluator to discuss all specifics of the evaluation process.

All new employees hired after Sept. 30 must attend an orientation meeting with their evaluator within 15 work days of their hiring date.

Attendance will be recorded.

#### 5. Criteria for Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

#### D. Observations

A full evaluation consists of two (2) formal observations and two walkthroughs which shall be completed by May 1<sup>st</sup>. A third formal observation shall be conducted for any teacher being considered for non-renewal or in a contract year as required by law. A written evaluation report is to be given to the teacher by May 10<sup>th</sup>.

1. Observation Conferences

All formal observations shall be preceded by a conference between the evaluator and the employee in order for the employee to explain plans and objectives for the work situation to be observed. A post-observation conference shall be held after each observation during which deficiencies are observed. Observations shall be followed within fifteen (15) workdays by a conference between the evaluator and the employee in order for questions arising from the observations to be discussed. The fifteen (15) days may be extended by the absence of the evaluator or the employee. All observations shall be compiled in writing. A copy of the written compilation shall be hand delivered to the employee or delivered by certified mail.

An employee may request additional, no more than two observations at any time, depending upon the availability of the evaluator, in addition to those required by this procedure.

E. Identification of Deficiencies

1. Professional Growth and Improvement Plan

Teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

2. Testing for Teachers in Core Subject Areas

Beginning with the 2015-2016 school year, teachers who teach in a “core subject area” who have received a rating of “ineffective” on the evaluations conducted under law and Board Policy for two of the three most recent school years are required to register for and take all written examinations as required by state law and regulation.

If a teacher who takes a written examination and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluation. The receipt by the teacher of a rating of ineffective on the teacher’s next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.6 of the Revised Code.

3. Deficiencies Identified Through Formal Observations

An employee, who has been determined to be deficient in certain respects, shall be furnished a written report setting forth a statement of deficiencies in order that there is an opportunity for the employee to correct such deficiencies. The evaluator of the employee’s work shall assist the employee in correcting those deficiencies. However, the responsibility for making the corrections of deficiencies is the employee’s. The evaluator shall submit a written plan for



correcting the deficiencies that shall include ways in which the evaluator shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement.

4. Other Deficiencies

Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

F. Finalization of Formal Evaluation

1. Written Evaluation

A copy of the formal written evaluation report shall be given to the employee and a conference shall be held between the employee and the evaluator prior to finalizing it for transmission to the employee's personnel file.

2. Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The written evaluation report shall be completed within fifteen (15) days of the post-evaluation conference.

3. Objection to Evaluation

If the employee deems the formal written evaluation report to be incomplete, inaccurate or unjust, the employee may put objections in writing within fifteen (15) days and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

4. Removal of Poorly-Performing Teachers

The Board uses evaluation results for removing poorly-performing teachers. The Board adopts procedures for removing poorly-performing teachers based on evaluation results. Such procedures shall be those contained in the Ohio Revised Code.

5. Personnel Action Requirements

Every attempt will be made to communicate in writing the reason for the decision to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action. An employee shall be entitled to Association representation at

any conference held during this procedure when the employee will be advised of an impending adverse personnel action.

6. Appeal Process for Non-renewals

Notice of the School Board's intent to non-renew a teacher must be given to that teacher no later than June 1. A teacher receiving notice of the Board's intent to non-renew his/her limited contract has 10 work days from the receipt of the notice of intent to non-renew to request a written statement describing the circumstance that led to the Board's intention to non-renew his/her limited contract. The Treasurer is to provide a written statement within 10 work days of receipt of the teacher's request.

A teacher receiving such written statement describing circumstances that led to intention to non-renew has 5 work days to request a hearing with the Board. Written request is to be submitted to the Treasurer. The Treasurer has 10 work days from receipt of the written request for a hearing to give the teacher the time, place, and date of the hearing. The hearing is to be scheduled and completed within 40 calendar days of the receipt of the request. The Board shall issue to the teacher a written decision affirming or vacating its intention to non-renew within 10 calendar days of the conclusion of the hearing.

A teacher may appeal an order affirming the intention of the Board not to re-employ the teacher to the Common Pleas Court of the county in which the largest portion of the territory of the school district is located, within 30 calendar days from the date on which the teacher received the written decision of the Board.

- G. School Counselor(s) will be evaluated by the Ohio School Counselor Evaluation System as adopted by the Ohio Department of Education.
- H. Certified Support Staff, or staff that do not spend at least 50% of his/her time providing student instruction shall be evaluated with an evaluation tool based on their individual job description.
- I. Beginning in the 2014-2015 school year any teacher ranked Accomplished after a full OTES evaluation in the previous school year will:
  - 1. Go on a rotation in which they will be evaluated every 3<sup>rd</sup> year.
  - 2. Will be required to complete a professional growth plan including a student growth measure (SLO, Value Added or vendor assessment)
  - 3. Will be observed with a conference at least once based on their professional growth plan
  - 4. Per ODE regulation, that teacher will maintain a ranking of accomplished throughout this cycle unless their Student Growth Measure falls to 2) Approaching Average or 1) Least Effective. If that happens, the teacher will undergo a full OTES evaluation the following year.
- J. Beginning in the 2014-2015 school year any teacher ranked Skilled after a full OTES evaluation in the previous school year will
  - 1. Go on a rotation in which they will be evaluated every other year.
  - 2. Will be required to complete a professional growth plan including a student growth measure (SLO, Value Added or vendor assessment)
  - 3. Will be observed with a conference at least once based on their professional growth plan
  - 4. Per ODE regulation, that teacher will maintain a ranking of accomplished throughout this

cycle unless their Student Growth Measure falls to 2) Approaching Average or 1) Least Effective. If that happens, the teacher will undergo a full OTES evaluation the following year.

5. The teachers cannot be rated above skilled during their two year off cycle even if their Student Growth Measure would raise them.

K. The Board of Education reserves the right to perform a full OTES evaluation on a teacher, even in an off year as defined above, if the teacher falls into one of these categories:

1. The teacher scores at a level 2 or lower on their Value Added data.
2. The teacher scores as Developing or Ineffective overall on the Teacher Performance Evaluation Rubric.
3. The teacher is on an improvement plan.

#### **ARTICLE XIV – REDUCTION IN FORCE**

A reduction in force (RIF) shall have occurred when the employer reduces, eliminates, or fails to fill a bargaining unit position.

The Board may determine it necessary to reduce the number of certificated/licensed staff positions, due to one of the following:

1. Decline in student enrollment.
2. Return of an employee from a leave of absence.
3. Suspension of schools or territorial changes affecting the district.
4. Budgetary or financial reasons.

If the Board determines a RIF is necessary, the following procedure shall apply:

- A. To the extent possible, the number of certificated/licensed staff members affected by reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed.
- B. Reductions needed beyond those available by attrition will be made by suspending contracts. Contracts to be suspended will be chosen in the following manner:
  1. The following procedures are to be used by district administrators in making retention and promotion decisions: The Superintendent reserves the right to make a determination on retention of teaching staff. However, the following may be factors in the decision:
    - a) Dual licensure
    - b) Reading endorsement
    - c) Masters or higher degree in area of teaching
    - d) Extraordinary accomplishments - National Board certified, master teacher, teacher of the year, etc.
    - e) Academic leadership role-e.g. department head, curricular leader
    - f) Unique skills and qualification
    - g) Specialized training or background
    - h) Bilingual teachers

- i) Documented student achievement gains
- j) Dual enrollment qualified
- k) Other legitimate, non-discriminatory reasons
- l) Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations. If two or more certified/licensed staff members have the same seniority, a comparison of the last two teacher performance evaluations will be used. The teacher with the fewest ratings needing improvement or unsatisfactory will be considered senior.

2. Final recommendations regarding the suspension of contracts will be made by the Superintendent to the Board.

C. The names of those certificated/licensed staff members whose contract are suspended in a reduction in force shall be placed on a recall list for an eighteen-month period from the date of the contract suspension. Staff members on the recall list will have the following rights:

- 1. No new certificated/licensed employee will be employed by the Board while there are certificated/licensed employees on the recall list who are certificated/licensed for a vacancy that exists.
- 2. Teachers on the recall list will be recalled in reverse order based on evaluations for vacancies in areas for which they are certificated/licensed.
- 3. If a vacancy occurs, the Superintendent of Schools will send a written vacancy announcement to all certificated/licensed employees on the recall list who are qualified to fill the vacancy. During their recall period it is the responsibility of the certificated/licensed employee to notify the Superintendent at once of any address change. All certificated/licensed employees notified of the vacancy are required to respond in writing within ten (10) calendar days. The highest on the recall list of those responding will be employed to fill the existing vacancy. Any certificated/licensed employee who fails to respond to the vacancy announcement within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
- 4. Where group insurance policies permit, a certificated/licensed employee on the recall list who is unemployed and does not otherwise have group coverage available, may continue to participate in those benefits which are provided to other certificated/licensed employees provided the certificated/licensed staff person pays the group rates for such coverage.
- 5. A certificated/licensed staff member on the recall list will, upon acceptance of the modification to resume active employment status, return to active employment status with the same accumulation of sick leave, and salary schedule placement as was enjoyed at the time of the suspension of his/her contract.

D. The Association and the teacher will be notified in writing at least thirty (30) calendar days in advance of any board action on contracts to be suspended. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, the name(s) of the employee(s) to be affected; the date of employer action to implement the RIF and the effective date of the RIF.

## ARTICLE XV – LEAVE POLICIES

### A. Paid Leave of Absence

#### 1. Sick Leave

Sick leave is accumulated at the rate of 1-1/4 days per calendar month. Sick leave may be accumulated to a maximum of 215 days. Employees new to the school district, who have no accumulated sick leave, shall be advanced five (5) days of sick leave. Sick leave used during the month shall be deducted before determining whether or not the addition of the 1-1/4 days will give an accumulated sick leave in excess of the maximum 215 days.

All certificated/licensed employees of the Bradford Exempted Village School District will be permitted to accumulate a maximum of 215 days of sick leave. After accumulating this maximum amount of sick leave, certificated/licensed employees on extended service contracts will be permitted to accumulate additional sick leave days until the total days of accumulated sick leave equals the total number of days required by their contract. Sick leave days accumulated beyond the maximum of 215 shall not be transferable, nor shall they be used in the calculation of severance pay.

A copy of the required sick leave application form is provided in Appendix E.

#### 2. Sick Leave Procedure

**GENERAL RULES:** Online documentation should be submitted to the Principal immediately following the employees return to duty. It is the responsibility of the building Principal to forward the application form to the Superintendent's office for approval. Failure to file the required form may result in a reduction in salary for the date(s) of absence. Falsification of the application is grounds for suspension or termination. Any sick leave for more than three (3) consecutive days will require a doctor's note.

#### **PURPOSES FOR WHICH SICK LEAVE MAY BE USED:**

**IMMEDIATE FAMILY:** Immediate family shall be defined as spouse, parent, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step-mother, step-father or a person living in the same household.

**FUNERAL LEAVE:** Up to three (3) days of sick leave may be used to attend the funeral services of a personal friend or an extended family member who is not defined in the previous paragraph as an immediate family member.

- a) **Personal illness, injury or doctor's appointment:** If an employee is absent from duties for this reason, he/she shall provide an indication of the nature of the illness, injury, or doctor's appointment. If a physician is consulted, his/her name, address and date(s) of consultation will be entered on the application form.
- b) **Illness, injury or doctor's appointment in the immediate family:** If any employee is absent from duty for this reason, he/she shall provide an indication of the nature of the illness, injury or doctor's appointment. If a physician is consulted, his/her name, address, and date(s) of consultation will be entered on the application form.

- c) Pregnancy (miscarriage, abortion, childbirth and recovery from): use of accumulated sick leave for pregnancy will be allowed when a written statement from the attending physician verifies an inability to perform the contracted duties because of pregnancy. The employee may return to duty after presenting a statement from the doctor indicating the ability and date for returning to duty. SEE APPENDIX H
- d) Exposure to a contagious disease: use of accumulated sick leave for exposure to a contagious disease will be allowed when a written statement from the attending physician verifies exposure to a contagious disease which could be communicated to others while in the performance of assigned duties. The employee may return to duty after presenting a statement from the attending physician indicating the above condition no longer exists and providing a date for return to duty.
- e) Following an absence from duty for any of the above reasons, the employee shall submit an application for the use of sick leave for approval. In completing the application for use of sick leave, all items should be completed and the application signed prior to submitting the form to the Superintendent.

### 3. Personal Leave

- a) Each employee of the Board shall receive three (3) days of paid personal leave each school year. Personal leave is not deducted from sick leave and does not accumulate from one school year to the next.

During the school year personal leave will not be granted the day before or the day following a holiday or vacation. Personal leave requests which fall on the first or last day of school, or any day immediately before or after a holiday, vacation day or professional leave day or two consecutive days of personal leave must include a written explanation. Such requests may be approved at the discretion of the Superintendent of Schools based on the request being for a once in a lifetime event. Exception: when the school year begins during the Darke or Miami County Fair, the employee may use personal leave to help their children show.

Employees filing a request for personal leave must complete the required application form. Application forms are available in all administrative offices. The completed application form should be submitted to the Superintendent at least five (5) work days prior to the date of the requested absence, except for emergency situations. Formal approval of all personal leave requests can be granted by the Superintendent of Schools. Following formal approval or disapproval by the Superintendent, the teacher filing the request and the building Principal will receive a copy of the application form prior to the date of requested absence.

b) Use of Personal Leave during the Month of May

During the month of May no more than two (2) teachers per elementary school and no more than two (2) teachers per secondary school may use personal leave on any given day. During the month of May written requests for personal leave must be submitted to the Superintendent or designee at least five (5) work days prior to the date requested and teachers must have already secured a substitute. If said substitute backs out, all attempts will be made to secure a replacement but will not affect the approved leave of absence. Upon receipt the Superintendent or designee will date and record the time of receipt of each written request. Requests for personal leave will be granted based on a first come first serve basis determined by the date and recorded time of receipt on the written request. Such requests shall not be unreasonably denied.

c) Compensation for unused personal leave

All unused personal leave will be paid at the rate of \$75.00 for each day in the last payroll check in June.

4. Appearance in Court

In case of absence from duty in response to a subpoena in a case in court in which neither the teacher nor the Association is party or in the case of absence from duty because the teacher is a defendant in a civil action arising out of a performance of the teacher's teaching duty, there shall be deducted from the salary of the teacher, the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred.

In case of absence from duty for any court proceeding or administrative hearing in which the teacher or the Association is a party, no salary shall be paid to the teacher for a period of absence except as allowed under Article XV, Section 3(a) dealing with personal leave and emergency leave which shall be granted up to the maximum number of days.

Teachers called to jury duty should promptly inform their building Principal. Realizing the importance of continuity in the educational program, the Superintendent may request the release of certified/licensed staff members from jury duty. If release is not granted, the teacher will take professional leave and the teacher shall remit to the Board all compensation for jury duty (Ohio RC 3313.211).

5. Professional Leave

Requests to attend a professional meeting should be made on the Request to Attend a Professional Meeting Form and submitted to the Superintendent or designee fifteen (15) days prior to the date of the meeting. The Superintendent or his/her designee shall have five (5) work days from submission of the request to notify the teacher regarding his/her approval or denial.

Following attendance at the professional meeting, the faculty member should complete the actual column of the original application to request reimbursement. The original application, with required receipts, should be submitted to the Treasurer's secretary for final processing. Reimbursement will be made for all previously approved documented expenses incurred by employees taking approved professional leave.

One day will be given to Resident Educators in their first and third year of the program to complete required activities. One day will be given to the Bradford Teacher of the Year to complete paperwork required for submission to the Darke County ESC.

An example of the application to attend a professional meeting is presented in Appendix G.

## 6. Assault Leave

A teacher who is physically injured as the result of a physical assault on him/her while the teacher is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function shall be entitled to assault leave.

When said assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per teacher per year. The Board upon the recommendation of the Superintendent may grant additional days upon receipt of a written request for extension of assault leave. Such requests shall not be unreasonably denied.

Medical verification shall be furnished to the Superintendent for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full costs of the examination.

The member assaulted agrees to cooperate fully with the administration and police in any investigation of an alleged assault upon his/her.

This assault leave shall be granted to an employee unless the employee is found guilty in a court of competent jurisdiction of assault or other criminal related charge in connection with the claimed incident.

## B. Unpaid Leave of Absence

The following unpaid leaves of absence may be granted by the Board upon the recommendation of the Superintendent. All requests for an unpaid leave of absence shall be submitted in writing to the Superintendent. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and may result in disciplinary action. A person returning from an authorized unpaid leave of absence shall be placed on the appropriate salary step. The intent being that a person will not receive an experience increase for an unpaid leave of absence.

### 1. Child Rearing Leave

The Board will grant an unpaid leave of absence for the purpose of rearing a newly-born child or a newly adopted child.



- a) An employee who wishes to take leave under this policy shall make application in writing to the Board of Education at least forty-five (45) days prior to the commencement of said leave, unless an adoption is involved where there is insufficient notice prior to the placement, in which case the forty-five (45) days will be waived.
- b) Leave under this policy may be granted for a period of up to one year plus the remaining portion of the school year in which the leave commences. Such requests shall not be unreasonably denied.
- c) For return from approved leave, said teacher shall resume his/her previous contract status and may be considered for the same or a similar position.

## 2. Military Leave

- a) Military leave-of-absence shall be granted to any employee who is drafted or recalled to active duty with any branch of the armed services of the United States.
- b) An employee returning from military service shall be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.

## 3. Leave for Professional Study

- a) Professional leave may be granted on the basis of either one full semester or one full year. Request of leave for professional study must be filed ninety (90) days previous to beginning of leave. If requests are placed later than this time, they may be granted if replacement can be obtained.
- b) Request for this leave for less than one year may be granted if administratively possible.
- c) The leave may be granted for full time study and earned credits must be filed upon return to the Bradford Exempted Village School District. Such requests shall not be unreasonably denied.

## 4. Leave for Self-Improvement Through Travel

- a) Any employee may make a written request for this leave for travel.
- b) Such leave shall not exceed one year in length.
- c) Such leave shall not exceed one occurrence per five years of consecutive employment.
- d) Such leave shall not be unreasonably denied.

## 5. Medical Leave of Absence

- a) A written application for leave-of-absence for ill health must be accompanied by a statement from the attending physician stating the nature of the illness and definitely recommending that a leave-of-absence be granted.
- b) Such request for medical leave-of-absence will be granted for not less than one semester nor more than one school year. The leave may be renewed, but in no event will a leave

extend for more than two years. The request for extension of leave for personal illness will be accompanied by a doctor's statement recommending such an extension.

- c) If an employee is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or if the employee has been absent on account of personal illness for a continuous period of sixty (60) days following the expiration of his/her sick leave, the Superintendent may recommend, without the request of the employee, a leave-of-absence for a part of the school year, for the remainder of the school year, or for a full school year, and renewals thereof.
- d) Said employee shall have right of restoration to contract status prior to approval of leave.

#### 6. Illness in the Immediate Family

Leave shall be granted because of a serious illness in the immediate family for a period not to exceed two years. A written application for such leave must be accompanied by a statement from the attending physician stating the nature of the illness.

#### 7. Family and Medical Leave Act

- a) The Bradford Exempted Village School Board of Education agrees to provide leave in accordance with the Family and Medical Leave Act.

A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.

Alleged violations of this provision shall be resolved through Article V, (Grievance Procedure) of this contract.

#### 8. Voluntary Unpaid Leave of Absence

Up to 5 days of unpaid leave may be granted to an employee for any reason. Requests for unpaid leave shall be submitted in writing to the Superintendent or designee at least two (2) weeks prior to the date requested. In the event of an emergency the two (2) week request deadline may be waived at the discretion of the Superintendent. Such requests shall not be unreasonably denied.

### C. PERFECT ATTENDANCE INCENTIVE

Certified/licensed staff members shall be paid for perfect attendance incentive based on non-use of sick leave days within a contracted year. A payment of \$75 per quarter (maximum of \$300 per year) for perfect attendance will be paid on the second pay in July after the school year in which sick leave days could have been used (for those full time employees that have not used non-paid days). Those employees that are not full-time will be prorated.

## ARTICLE XVI – SEVERANCE PAY

The Board agrees to pay a certificated/licensed employee with seven (7) consecutive years of service in this school district, who elects to retire, one-third (1/3) the value of accrued by unused sick leave up to a maximum of fifty-nine (59) days. Approved leaves-of-absence will not be interpreted as an interruption of the consecutive years of service. Such payment shall be based on the employee salary schedule in effect on the date of retirement.

For the purpose of eligibility for severance pay, an employee shall not be required to purchase eligible time under STRS provisions to qualify for severance pay as defined herein.

Severance pay will be frozen at the employee daily rate of the thirtieth (30<sup>th</sup>) year. No additional severance will be accrued beyond thirty (30) years.

A 403B Employer Accumulated Leave Plan will be available to all retiring employees on the year of their retirement. All retiring employees must be involved in this plan and only after their enrollment may they opt out of the plan with no penalties. The Bradford Schools will be responsible to determine the provider of the plan and will make provisions inform the retiring employees regarding the benefits and procedures.

## ARTICLE XVII – SALARIES

### A. Teacher's Salary Schedule

Teachers will be paid according to the salary schedule attached hereto as Appendix AA step freeze was instituted for 2011-2012 school year. Step(s) for the affected current employees from the 2012-13 pay freeze will be reinstated effective July 1, 2019.

### B. Salary Regulations

1. All teachers will be placed on their proper training column according to their degree or educational status. §3317.14 O.R.C.
2. Teachers who qualify shall be advanced on the salary schedule in September and/or January. Teachers who have earned additional college credit which would entitle them to

a higher salary classification must submit from the university written evidence of completion of the additional credit to the Superintendent of Schools by September 30 which will be retroactive to the beginning of the school year or by January 31<sup>st</sup> which will be retroactive to January 1<sup>st</sup> for advancement on the salary schedule. Failure to submit evidence by the above dates would delay advancement on the higher salary classification until the next deadline.

C. Years of service means all years of teaching in public schools, regardless of training, and up to five years of military service. A full year of credit will be given for 120 days or more of teaching under contract and for eight continuous months or more of active military service.

- D. Teachers newly employed to the district shall be given credit for no more than ten (10) years of teaching experience, when determining placement on the salary schedule. Teachers may be granted additional years, not to exceed their total years of public school teaching service elsewhere, including up to five years of military service. Additional years of credit may be given for those teaching positions difficult to fill (at administrative discretion). A year's service credit shall be calculated per Paragraph three (3) above.
- E. All teachers must comply with the teacher certification/licensure laws and the regulations of the Department of Certification/Licensure in the State Department of Education. All employment is predicated upon proper certification/license.
- F. Description of training classification:
1. Bachelor's Degree
  2. 150 Semester Hours (225 quarter hours)
  3. Master's Degree
  4. Master's Degree + 15 semester hours (22 ½ quarter hours) – 15 graduate hours since conferring of Master's Degree.
- G. The following information must be on file in the Superintendent's Office by the tenth (10<sup>th</sup>) teacher day:
1. An Ohio teaching certificate/license.
  2. An official transcript of all college credits.
  3. Verification of all previous public school teaching experience.
  4. Documentary evidence of military service is necessary if this is to be used for salary classification.
  5. Background check(s) and any medical tests required by State and/or Federal Law.
- H. The following forms must be completed and on file in the Treasurer's Office on or before the first day of school:
1. W-4 Form.
  2. Ohio Employees Withholding Exemption Certificate.
  3. Public School District of Residence/Notice of Address (O.R.C. 5747.06(E)).
  4. Employment Eligibility Verification – Form I-9.

Failure to comply with the provisions of paragraph 5, 7, and 6 may result in the withholding of pay and may result in dismissal. Continual refusal to abide by the regulations after written notice may result in non-payment or dismissal.

- I. Extra-Curricular
1. Extra-curricular duty shall be defined as those duties that occur outside the normal time of the regular school day. A member who is requested to perform an extra-curricular duty shall receive a written supplemental contract that shall include the duties to be performed, the amount of compensation to be received, and the length of the contract. A member may refuse an offer of extra-curricular duties without fear of reprisal or negative evaluation.

2. During the contract year the Board agrees to compensate all employed extracurricular contract positions according to the position titles and salary indexes. In the compensation of extracurricular contract salaries to be paid during the contract year, the base salary will be multiplied by the index to determine the salary for each position. Each step is equivalent to one year of experience. These indices were reconfigured for the July 1, 2019 contract to represent an accurate reflection of base salary.

J. Compensation for LD/DH – IEP Development

Elementary and High School Special Education teachers holding Special Education positions shall be compensated in the amount of up to Four Hundred and Fifty Dollars (\$450.00) stipend each for the development and writing Individual Education Plans (IEP's). This \$450 stipend will be reduced by \$150 for each professional day used for IEP writing. This amount shall be paid in the form of a stipend in the second paycheck during the month of June in each year of this agreement after the evaluations have been completed. These evaluations will be completed by May 31 of the school year. IEP writing is a requirement of Special Education teachers.

### **ARTICLE XVIII – PAYROLL PROCEDURES AND DEDUCTIONS**

A. Payroll Procedures

New employees will have their checks directly deposited into a bank or savings institution of the employee's choice.

A minimum of thirty days notice must be given to the treasurer in advance of any change of bank or savings institution of the employee's choice.

Paychecks or deposits will arrive promptly on designated basis.

If any paychecks need to be stopped because they were lost by the employee, that employee will be responsible for any fees incurred by the District.

B. Flexible Benefits Program

Certain benefits to employees provide tax savings to the employee in accordance with Code Section 125 of the Internal Revenue Code. Participants in this program may authorize payroll deductions for any or all of the following accounts:

- Premium Conversion
- Dependent Care Reimbursement
- Medical Reimbursement
- Dental and Vision

Changes in the amount deducted will be in accordance with the rules and regulations set by the sponsoring company.

## C. Deductions

The Board agrees that deductions will be made from employee paychecks for the following:

### 1. Credit Union

Participants in the credit union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rules and regulations of the credit union.

### 2. Tax Sheltered Annuities

Tax sheltered annuity deductions may be authorized with an open enrollment period to make any changes from July 15 through August 15. Changes will be reflected in the first payroll of September.

No new annuity companies will be accepted at Bradford unless there is a minimum of five (5) bargaining unit members who have authorized payroll deduction.

### 3. FCPE (Funds for Children in Public Education)

### 4. United Way

### 5. Other deductions required by law.

## **ARTICLE XIX – INSURANCES**

### A. Health Insurance

1. In the event that the offered insurance is affected by policies or regulations of the Affordable Care Act, the contract will be reopened for negotiation.
2. The Board and BEA reaffirm that they will work together to provide the most comprehensive and cost effective program to the employees of the Bradford Exempted Village School District. The Board agrees to provide health insurance coverage to employees of the Bradford Exempted Village School District. A core plan, approved by the Board and BEA, shall be available to all employees. The Board and the BEA agree that the insurance coverage will be provided by a Preferred Provider Organization (PPO).
3. The Board agrees to pay 100% of the core plan for employees requesting the single medical insurance premium if they were hired prior to May 1, 2005.
4. Any single employee hired after May 1, 2005 must pay 17% for the 2014-2015 and 2015-2016 school years of the core plan.
5. The Board agrees to pay 83% for the 2014-2015 and 2015-2016 school years of the family medical insurance premium.
6. If both spouses are employed by the Bradford Exempted Village School District prior to May 1, 2005, one family or two single plans will be paid in full by the Board as long as they opt for the

core plan. In cases where both the spouses are employed by the Bradford Exempted Village School District and the contract of one is terminated, suspended, or resigned, the medical insurance policy may be transferred to the other spouse at the appropriate Article XIX A. 1, A.2 or A.4. If spouses are employed by the Bradford Exempted Village School District after May 1, 2005 the employees must pay 17% for the 2014-2015 and 2015-2016 schools year of the core plan.

7. Any employee who desires not to take the Bradford Exempted Village Schools insurance plan in order to be on their spouses non-Bradford insurance plan will receive \$1000.00 annually for exempting from the school insurance. After sharing proof of insurance employees will receive this payment for the prior year on or before their second August paycheck. Should they desire to begin coverage anytime during the year they have opted out, they will begin insurance payment as scheduled in sections A.1, A.3. and A. 4. Of this article and lose the \$1000.00 payment. Otherwise the employee may begin insurance after the exempted year is completed. Any employee who desires to take this option must notify the Treasurer no later than August 1 of the year in which they want to withdraw from insurance coverage. No employee who is hired half-time or less qualifies for this benefit.

B. Flexible Benefits Program – 125 Plan

1. The Bradford Board of Education shall provide for each employee the opportunity to participate in a flexible benefit program operated under Internal Revenue Code Section 125 as part of the Revenue Act of 1978. These provisions include the opportunity to tax shelter withholdings for premium conversion, dependent care and medication reimbursement. The Board reserves the right to select the carrier of these provisions.
2. The Bradford Board of Education shall provide for each employee eight hundred dollars (\$800.00) for non-reimbursable medical/dental/optical/prescription/other medical care with pre-taxed dollars. In the event the employee participates in a health savings account (HSA) the incentive may be used for dental/optical/or contributions to the HSA. Reimbursement will be made for medical/dental/optical/prescription/other medical care on the following people.
  - a) Employee
  - b) Employee's spouse living in same household
  - c) Children who are defined as dependents under IRS regulations.
3. The employee must use their HSA debit card or pay the charge for services and present a copy of his/her receipt to the current plan provider. Employee claims for reimbursement will be paid based on the reimbursement schedule and minimums of the plan provider. All year-end balance reimbursement requests will be reimbursed up to the reimbursement amount limit and must be submitted according to the plan policy.
4. Any enrollment fee and monthly processing charge for the 125 plan shall be paid by the employee participating in the plan.

C. STRS Tax Shelter

The Bradford Board of Education and the Bradford Education Association have agreed to enter into the tax shelter of the STRS contribution according to the guidelines of the state and federal government.

D. Life Insurance

The Bradford Board of Education shall provide \$50,000 of term life insurance coverage, \$50,000 of accidental death and dismemberment insurance coverage, and disability insurance equal in coverage to the current plan for every employee covered by this agreement.

E. Spousal Coordination of Benefits

Any spouse of an employee of the Bradford EVSD who is eligible or later becomes eligible for benefits under his or her employer's Medical/Prescription insurance plan is required to enroll for at least single coverage in the plan offered by or through his or her employer. Spouses enrolled in their employer's plan may be enrolled as a covered dependent for secondary coverage under the district plan.

Eligible for health coverage is defined as a plan for which the employer covers at least 50% of the premium cost.

If none of the above group sponsored health care benefits plan are available to the spouse, he or she is exempted from this requirement.

If the spouse is eligible for coverage and does not enroll, he or she is not eligible to be covered by the Bradford EVSD health care benefit plan.

In order to certify that your spouse is or is not covered by a plan where he or she works, you must complete a Spousal Coordination of Benefits Policy Form if you are enrolled in the Bradford EVSD's Medical/Prescription plan for family coverage.

Falsification of statements on this form regarding benefit information will be considered grounds for termination of your contract/employment with this district.

F. Additional Optional Health Insurance Coverage (Effective January 1, 2017)

1 Effective January 1, 2017, the Health Insurance Plan will be administered as a High Deductible Health Plan with a Health Savings Account (HSA) for all eligible employees (Article VII G) who qualify under IRS rules. The plan will maintain the same covered services and benefits provided by the medical plan in effect immediately prior to January 1, 2017. The plan year shall run January 1st through December 31st.

2. Deductible

- a) The deductible for a single plan shall be \$2,000 per plan year.
- b) The deductible for an employee plus kids' plan shall be \$4,000 per plan year.



- c) The deductible for a family plan shall be \$4,000 per plan year.
- 3. Preventative services as reasonably identified by the member's service provider shall be covered at one hundred percent (100%) and not subject to the deductible stated above.
- 4. Once the deductible is reached, all insurance claims, including prescriptions will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.
- 5. The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated in Section B above subject to the lifetime maximum.

6. Contribution to Deductible

- a) The Board's contribution to a employee's Health Savings Account is as follows:
  - 1. Single: \$1,000
  - 2. Employee + Kids: \$2,000
  - 3. Family: \$2,000
- b) The Board's full contribution shall be made by the first payroll in January.
- c) The Board will contract with a financial institution of its choice to establish the HSA Account which will include a debit card with no fees to employees.
- d) Employees may elect to contribute to their deductible through payroll deduction or lump sum as designated by the employee.
- e) The contribution rate for the Board is the amount applicable to a full-time employee as stated above. Part-time employees shall receive a pro-rata contribution to the deductible based on the number of full-time equivalent hours.
- f) Pro-rata Contribution and Reimbursement

If an employee leaves the employment with the Board prior to the end of any calendar year (December 31), he/she will be required to reimburse the Board a pro-rata share of the Board's contribution towards his/her deductible/health savings account. If an employee is aware that he/she may be leaving prior to December 31 of any year, he/she can make arrangements with the Treasurer's office to provide a pro-rata contribution towards his/her deductible.

Additional pro-rata reimbursement to the Board may be necessary if an employee alters his/her plan during the calendar year, such as changing from a family to single coverage, or alters working hours to less than full-time.

The Board's contribution will be adjusted, on a pro-rata basis, should an employee alter his/her plan during the calendar year, such as changing from a single to family coverage or increasing working hours to full-time.

7. Premiums

Premium percentages will be the same as under the traditional health insurance plan: 17% employee contribution and 83% employer contribution.

Employees enrolled in Medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said employees the High Deductible Health Plan (HDHP). The plan will pay for eligible claims up to the amount of the Board's normal contribution, the employee will then pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at one hundred percent (100%) by the plan for the balance of the plan year subject to the lifetime maximum.

#### **ARTICLE XX – CLASS SIZE**

- A. The Board will strive to meet State Department of Education guidelines on class size.
- B. Class Size Procedure
  - 1. When a teacher or administrator identifies a potential classroom at risk, said teacher and building administrator shall initially have a conference to resolve the problem. If no resolution is mutually satisfactory, the problem shall be presented to the Labor Management Committee for recommendations. If no recommendations are satisfactory to both parties, the problem will be present to the Superintendent for resolution. The Superintendent's decision will be final and binding.

#### **ARTICLE XXI – VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as a position which is available due to retirement, resignation, non-renewal, death, authorized leave-of-absence, transfer, or newly created position which the Board determines to fill.

Vacancies will be posted in conspicuous locations in each building for a period of at least ten (10) days. Vacancy postings will contain a job description of the position, the salary or hourly rate of the position, and the qualifications for the position. Teachers may apply for a vacancy by sending a request for consideration to the office of the Superintendent. Unsuccessful applicants will be provided with notice regarding the disposition of their application.

Should a vacancy occur after July 10th, the posting requirement shall be waived. However, a reasonable effort will be made to contact teachers who are certificated/licensed in the area of the vacancy.

- B. Currently employed teachers will be given first consideration for vacant positions. The employed teachers will meet with the building principal in a formal interview to determine if the teachers meet the posted qualifications and duties of the position.

If no currently – employed qualified, and properly certified/licensed teacher applies for the vacant position, the Board may advertise the position to the general public, and may fill the position with a qualified and properly certified/licensed external applicant, or a qualified substitute, or a non-teaching employee of the Board. This provision shall not supersede Section 3313.53 of the ORC.

- C. Any teacher requesting a transfer to a different assignment for the following school year, may submit a voluntary transfer request to the Superintendent's office by April 15<sup>th</sup> of the current school year. Should a vacancy occur, it will be posted, but the Superintendent will give first consideration to those teachers with voluntary transfer requests on file. Teachers whose voluntary transfer requests are not met will receive written notification of the disposition of their requests. If two or more qualified teachers (as determined in Section B of this article) request the same assignment, the teacher with the highest rating on the two most recent evaluations will be given the first consideration.
- D. Teachers hired for vacancies occurring during the school year will be automatically non-renewed by the school board at the conclusion of that school year. This action shall supersede the procedures set forth in R.C. 3319.11 and 3319.111 and shall be the sole procedure utilized by the Bradford Exempted Village Schools.
- E. Employees will not be involuntarily transferred outside the scope of their teaching certification/ licensure.

#### **ARTICLE XXII – REHIRED TEACHERS**

- A. Teachers who have retired and who are or will be receiving benefits through State Teachers Retirement System (STRS) may be employed by Bradford Exempted Village School District. - There shall be no expectation that any such teacher will be offered for employment. The DISTRICT reserves the right to offer or not offer such employment selectively, based on the needs of the DISTRICT, and no reasons will be given for declining to offer such employment to anyone.
- B. These teachers will receive limited one-year teaching contracts regardless of prior years of service or prior continuing contract status.
- C. These teachers will not be entitled to more than one-year limited teaching contract under any circumstances.
- D. These limited contracts will automatically be non-renewed at the conclusion of the contract year.
- E. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated agreement. Except that the sick leave will not accumulate annually.
- F. Rehired teachers will not be eligible to participate in the Sick Leave Bank.
- G. The salary to be paid to the rehired teacher shall be at the Bachelor's Degree column of five (5) years of experience, and shall not be subject to Chapter 3317 or any other section of Ohio Revised Code. The rehired teacher shall remain on that step.
- H. Rehired teachers are not entitled to any severance benefits or retirement incentive benefits.
- I. A Bradford teacher wishing to be rehired following retirement shall notify the SUPERINTENDENT in writing, by March 31<sup>st</sup> of the year of retirement and each subsequent year.

## ARTICLE XXIII - JOB DESCRIPTION

All changes to the current job descriptions shall be negotiated between the BEA and the District.

## ARTICLE XXIV - SICK LEAVE BANK

- A. A sick leave pool shall be established. The purpose of this pool shall be to provide a certificated/licensed staff member paid leave for catastrophic illness or injury to themselves, their spouse, and immediate family or dependent(s) or death in the immediate family. All sick leave and other paid leaves must be exhausted prior to using any granted sick leave bank days.
- B. A committee consisting of three (3) teachers appointed by the ASSOCIATION President will be formed to review and approve applications to draw days from the sick leave pool.
- C. A staff member requesting donation of sick leave from the Sick Leave Bank shall make and application in writing to the ASSOCIATION President, who will forward the request to the Sick Leave Committee. A majority of the Sick Leave Committee members must approve the application. All voting will be anonymous. The decision of the Sick Leave Committee shall be final and shall not be the subject to the Grievance Procedure.
  - 1. It is the responsibility of a staff member to get the days approved by the Sick Leave Bank Committee before turning in a sick leave form to the superintendent's office for approval.
- D. Failure to do so is grounds for suspension or termination of employment under Section 3319.031 & 3319.16 of the *Ohio Revised Code*.
  - 1. Staff members may receive up to 15 days of sick leave through June 30 of any school year. Request for leave shall be in increments not to exceed five (5) days.
  - 2. Each certified member may donate up to two sick days to the Sick Leave Bank. The ASSOCIATION President will notify the Treasurer of the names of those donating sick leave. Any unused days will be transferred to the Sick Leave Bank for the following school year. The Sick Leave Bank will accumulate a maximum of 45 days. In the event the Sick Leave Bank is reduced to 15 days or less the staff may donate an additional day to the Sick Leave Bank up to a maximum of 45 days. Any donated days will not be returned to the original donor.
  - 3. Prior to June 30<sup>th</sup> annually, the ASSOCIATION President shall contact the DISTRICT Treasurer to reconcile the information necessary for the Sick Leave Bank.
  - 4. The Sick Leave Bank shall not be an alternative to disability retirement nor delay the application for disability retirement. Further, it will not be used to augment or replace worker's compensation.
  - 5. Should the employee granted sick leave days from the bank retire, no days advanced from the bank shall be used in the calculation of severance pay.
  - 6. Rehired teachers are not eligible to participate in the Sick Leave Bank.

#### **ARTICLE XXV – CLASSROOM PERFORMANCE/PROJECT AWARD**

If student performance in a classroom is significantly enhanced, a committee formed by the Superintendent and BEA President, with Board Approval shall have the unilateral authority to grant up to ten (10) awards of up to One Thousand Dollars (\$1000.00) each. Prior to receiving a Classroom Performance/ Project Award, teachers must apply in writing, must document enhanced student performance, and must include their Principal's written endorsement with the application.


#### **ARTICLE XXVII – CLASS SCHEDULE REVIEW**


Draft schedules will be sent to the staff for review/ comment prior to the finalization of the class schedule.

**ARTICLE XXVIII - TERMS OF AGREEMENT**

This Agreement supersedes all previous negotiated agreements between the Board and the Association and between the Board and any teacher employed by Bradford EVSD.

Duration of the Agreement: This Agreement, with the exception of Articles subject to reopening shall be effective at 12:01 am on July 1, 2019 and shall continue in full force and effect until midnight, June 30, 2022.


  
Dr. Scott Swabb, Board President  
Bradford Exempted Village School District

  
Tabitha Breeze, President  
Bradford Education Association

  
Joe Hurst, Superintendent  
Bradford Exempted Village School District

  
Wendy Ray  
Bradford Education Association

  
Carla Surber, Treasurer  
Bradford Exempted Village School District

  
Karen Gehret  
Bradford Education Association

  
Matt Triplett  
Bradford Exempted Village School District

  
Laura Sneed  
Bradford Education Association

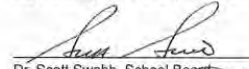
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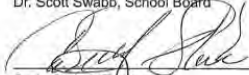
Form 5.07 Certificate of available funds (general)


CERTIFICATE  
ORC 5705.412

IT IS HEREBY CERTIFIED that the Bradford Exempted Village School District Board of Education has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract, and if the above expenditure is for a wage or salary schedule, this certification shall cover the term of the schedule.

Signed today this 11th day of March 2019

  
\_\_\_\_\_  
Dr. Scott Swabb, School Board

  
\_\_\_\_\_  
Carla Surber, Treasurer

  
\_\_\_\_\_  
Joe Hurst, Superintendent

**BRADFORD EXEMPTED VILLAGE 2019-2020**

**2.50%**

**A: SALARY SCHEDULE INDEX**

**\$ 38,467 BASE**

Number Years Experience	Bachelors	Bachelors 150 hrs	Master's	Masters Plus 15 hrs
0	38,467 1.000	40,237 1.046	42,776 1.112	44,545 1.158
1	38,467 1.000	40,237 1.046	42,776 1.112	44,545 1.158
2	38,467 1.000	40,237 1.046	42,776 1.112	44,545 1.158
3	39,814 1.035	41,775 1.086	44,545 1.158	46,507 1.209
4	41,160 1.07	43,314 1.126	46,276 1.203	48,430 1.259
5	42,545 1.106	44,853 1.166	48,007 1.248	50,354 1.309
6	43,891 1.141	46,391 1.206	49,777 1.294	52,277 1.359
7	45,237 1.176	47,930 1.246	51,508 1.339	54,200 1.409
8	46,584 1.211	49,430 1.285	53,277 1.385	56,124 1.459
9	47,969 1.247	50,969 1.325	55,008 1.43	58,047 1.509
10	49,315 1.282	52,508 1.365	56,739 1.475	59,970 1.559
11	50,661 1.317	54,046 1.405	58,509 1.521	61,894 1.609
12	52,008 1.352	55,585 1.445	60,240 1.566	63,817 1.659
15	53,739 1.397	57,470 1.494	62,355 1.621	66,087 1.718
18	55,277 1.437	59,163 1.538	64,279 1.671	68,202 1.773
20	56,778 1.476	60,894 1.583	66,202 1.721	70,318 1.828
25	58,316 1.516	62,586 1.627	68,125 1.771	72,395 1.882
27	59,855 1.556	64,317 1.672	70,049 1.821	74,511 1.937
32	61,394 1.596	66,048 1.717	71,972 1.871	76,627 1.992



**BRADFORD EXEMPTED VILLAGE 2020-2021**

**3.00%**

**A: SALARY SCHEDULE INDEX**

**\$39,621**

**BASE**

Number Years	Experience	Bachelors	Bachelor 150 hrs	Master's	Masters Plus 15 hrs
0		39,621	41,444	44,059	45,881
		1.000	1.046	1.112	1.158
1		39,621	41,444	44,059	45,881
		1.000	1.046	1.112	1.158
2		39,621	41,444	44,059	45,881
		1.000	1.046	1.112	1.158
3		41,008	43,029	45,881	47,902
		1.035	1.086	1.158	1.209
4		42,395	44,614	47,664	49,883
		1.07	1.126	1.203	1.259
5		43,821	46,198	49,447	51,864
		1.106	1.166	1.248	1.309
6		45,208	47,783	51,270	53,845
		1.141	1.206	1.294	1.359
7		46,595	49,368	53,053	55,826
		1.176	1.246	1.339	1.409
8		47,981	50,913	54,875	57,807
		1.211	1.285	1.385	1.459
9		49,408	52,498	56,658	59,788
		1.247	1.325	1.43	1.509
10		50,794	54,083	58,441	61,770
		1.282	1.365	1.475	1.559
11		52,181	55,668	60,264	63,751
		1.317	1.405	1.521	1.609
12		53,568	57,253	62,047	65,732
		1.352	1.445	1.566	1.659
15		55,351	59,194	64,226	68,069
		1.397	1.494	1.621	1.718
18		56,936	60,937	66,207	70,248
		1.437	1.538	1.671	1.773
20		58,481	62,720	68,188	72,428
		1.476	1.583	1.721	1.828
25		60,066	64,464	70,169	74,567
		1.516	1.627	1.771	1.882
27		61,651	66,247	72,150	76,746
		1.556	1.672	1.821	1.937
32		63,236	68,030	74,131	78,926
		1.596	1.717	1.871	1.992

**BRADFORD EXEMPTED VILLAGE 2021-2022**

**3.00%**

**A: SALARY SCHEDULE INDEX**

**\$40,810**

**BASE**

Number Years Experience	Bachelors	Bachelor 150 hrs	Master's	Masters Plus 15 hrs
0	40,810 1.000	42,687 1.046	45,381 1.112	47,258 1.158
1	40,810 1.000	42,687 1.046	45,381 1.112	47,258 1.158
2	40,810 1.000	42,687 1.046	45,381 1.112	47,258 1.158
3	42,238 1.035	44,320 1.086	47,258 1.158	49,339 1.209
4	43,667 1.07	45,952 1.126	49,094 1.203	51,380 1.259
5	45,136 1.106	47,584 1.166	50,931 1.248	53,420 1.309
6	46,564 1.141	49,217 1.206	52,808 1.294	55,461 1.359
7	47,992 1.176	50,849 1.246	54,644 1.339	57,501 1.409
8	49,421 1.211	52,441 1.285	56,522 1.385	59,542 1.459
9	50,890 1.247	54,073 1.325	58,358 1.43	61,582 1.509
10	52,318 1.282	55,705 1.365	60,195 1.475	63,623 1.559
11	53,747 1.317	57,338 1.405	62,072 1.521	65,663 1.609
12	55,175 1.352	58,970 1.445	63,908 1.566	67,704 1.659
15	57,011 1.397	60,970 1.494	66,153 1.621	70,111 1.718
18	58,644 1.437	62,766 1.538	68,193 1.671	72,356 1.773
20	60,235 1.476	64,602 1.583	70,234 1.721	74,600 1.828
25	61,868 1.516	66,398 1.627	72,274 1.771	76,804 1.882
27	63,500 1.556	68,234 1.672	74,315 1.821	79,049 1.937
32	65,133 1.596	70,071 1.717	76,355 1.871	81,293 1.992

**Appendix B: BEA SUPPLEMENTAL SALARY SCHEDULE**  
**Calculate with Index and Base Salary of \$30,000**

<b>JOB TITLE</b>	0	1	2	3	4	5	6	7
<b>FOOTBALL COACHES</b>								
Head Varsity Coach	0.12	0.125	0.13	0.135	0.14	0.145	0.15	0.155
Assistant Varsity Coach (4)	0.07	0.075	0.08	0.085	0.09	0.095	0.1	0.105
Head Jr. High Coach/w/varsity responsibilities	0.05	0.055	0.06	0.065	0.07	0.075	0.08	0.085
Assistant Jr. High Coach	0.05	0.055	0.06	0.065	0.07	0.075	0.08	0.085
Additional Assistant Varsity Coach (1) (if exceeds 35 students)	0.07	0.075	0.08	0.085	0.09	0.095	0.1	0.105
<b>VOLLEYBALL COACHES</b>								
Head Varsity Coach	0.095	0.1	0.105	0.11	0.115	0.12	0.125	0.13
Reserve Coach	0.055	0.06	0.065	0.07	0.075	0.08	0.085	0.09
Assistant Varsity Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
9 <sup>th</sup> Grade Coach	0.0375	0.0425	0.0475	0.0525	0.0575	0.0625	0.0675	0.0725
8 <sup>th</sup> grade Jr. High Coach	0.0375	0.0425	0.0475	0.0525	0.0575	0.0625	0.0675	0.0725
7 <sup>th</sup> grade Jr. High Coach	0.0375	0.0425	0.0475	0.0525	0.0575	0.0625	0.0675	0.0725
<b>BOYS BASKETBALL COACHES</b>								
Head Varsity Boys Coach	0.12	0.125	0.13	0.135	0.14	0.145	0.15	0.155
Reserve Coach	0.07	0.075	0.08	0.085	0.09	0.095	0.1	0.105
Assistant Varsity Coach	0.065	0.07	0.075	0.08	0.085	0.09	0.095	0.1
9 <sup>th</sup> Grade Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
8 <sup>th</sup> Grade Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
7 <sup>th</sup> Grade Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
<b>GIRLS BASKETBALL COACHES</b>								
Head Varsity Girls Coach	0.12	0.125	0.13	0.135	0.14	0.145	0.15	0.155
Reserve Coach	0.07	0.075	0.08	0.085	0.09	0.095	0.1	0.105
Assistant Varsity Coach	0.065	0.07	0.075	0.08	0.085	0.09	0.095	0.1
9 <sup>th</sup> Grade Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
8 <sup>th</sup> Grade Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
7 <sup>th</sup> Grade Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
<b>CROSS COUNTRY</b>								
Head Varsity Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
Assistant Varsity Coach	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
Head Junior High Coach	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
<b>BASEBALL</b>								
Head Varsity Coach	0.095	0.1	0.105	0.11	0.115	0.12	0.125	0.13
Assistant Varsity Coach	0.015	0.02	0.025	0.03	0.035	0.04	0.045	0.05
Reserve Coach	0.05	0.055	0.06	0.065	0.07	0.075	0.08	0.085
Assistant Reserve Coach	0.015	0.02	0.025	0.03	0.035	0.04	0.045	0.05

**Appendix B: BEA SUPPLEMENTAL SALARY SCHEDULE**  
**Calculate with Index and Base Salary of \$30,000**

<b>JOB TITLE</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>SOFTBALL</b>								
Head Varsity Coach	0.095	0.1	0.105	0.11	0.115	0.12	0.125	0.13
Assistant Varsity Coach	0.015	0.02	0.025	0.03	0.035	0.04	0.045	0.05
Reserve Coach	0.05	0.055	0.06	0.065	0.07	0.075	0.08	0.085
Assistant Reserve Coach	0.015	0.02	0.025	0.03	0.035	0.04	0.045	0.05
<b>TRACK COACH</b>								
Head Varsity Coach	0.095	0.1	0.105	0.11	0.115	0.12	0.125	0.13
Assistant Varsity Coach	0.05	0.055	0.06	0.065	0.07	0.075	0.08	0.085
Head Jr. High Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08
Assistant Jr. High Coach	0.035	0.04	0.045	0.05	0.055	0.06	0.065	0.07
Associate Coach	0.015	0.02	0.025	0.03	0.035	0.04	0.045	0.05
<b>CHEERLEADING COACHES</b>								
Football Cheer Coach (HS)	0.04	0.045	0.05	0.055	0.06	0.065	0.07	0.075
Football Cheer Reserve/Competition Coach (HS)	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
Basketball Cheer Coach (HS)	0.04	0.045	0.05	0.055	0.06	0.065	0.07	0.075
Basketball Cheer Reserve Coach (HS)	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
Football Cheer Coach (JH)	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
Basketball Cheer Coach (JH)	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
<b>WEIGHT ROOM COACHES</b>								
Weight Room Supervisor	0.12	0.125	0.13	0.135	0.14	0.145	0.15	0.155
<b>POWERLIFTING</b>								
High School & Junior High (Jan – March)	0.06	0.065	0.07	0.075	0.08	0.085	0.09	0.095
Assistant Powerlifting Coach	0.03	0.035	0.04	0.045	0.05	0.055	0.06	0.065
<b>GOLF</b>								
Head Varsity Golf Coach	0.045	0.05	0.055	0.06	0.065	0.07	0.075	0.08

## Appendix B: SUPPLEMENTAL SALARY

JOB TITLE	SCHEDULE	
<b>NON-ATHLETICS</b>		
6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Grade Class Advisor (1)		\$675
9 <sup>th</sup> Grade Class Advisor (1)		\$675
10 <sup>th</sup> Grade Class Advisor (1)		\$675
11 <sup>th</sup> Grade Class Advisor (1)		\$1,300
12 <sup>th</sup> Grade Class Advisor (1)		\$1,300
Athletic Site Supervisor		\$50.00/Event
Band/Music Director (1)		\$3,500
Detention/Extended Detention Monitor		\$20.00 per hour for the duration of this agreement
ESL Director		\$20.00 per hour
Guidance (1)		\$4,400
Intervention Team Leader (K-12) (5)		\$1,100
K-12 Tutor		\$20.00 per hour for the duration of this agreement
National Honor Society Advisor (1)		\$385
Renaissance Coordinator		\$600
Resident Educator Mentor		\$500 for the first teacher/ \$250 each additional
SLO Committee (4)		\$500
Spanish Club Advisor		\$600
Special Education Elementary Curriculum Team Leader		\$600
Special Education HS Curriculum Team Leader		\$600
Student Council Advisor (Elem)		\$700
Student Council Advisor (HS)		\$600
Title I Coordinator (1)		\$1,600
Washington DC Trip Advisor		\$600
Yearbook Advisor (HS) (1)		\$1,650
Yearbook Advisor (Elem) (1)		\$800

\*\*Note - New clubs need to be active for at least two (2) years before a supplemental may be awarded. Positions not filled in two (2) consecutive years may be removed with mutual consent of administration and BEA leadership.



**BRADFORD SCHOOL DISTRICT**

**GRIEVANCE FORM – STEP TWO**

(To be used by the immediate Supervisor at Step Two of Grievance Procedure.)

- 1. Date Received: \_\_\_\_\_
- 2. Hearing Held?      Yes \_\_\_\_\_      No \_\_\_\_\_      Date: \_\_\_\_\_
- 3. DISPOSITION BY SUPERVISOR:

---

Date \_\_\_\_\_  
Signature \_\_\_\_\_

Appealed to Superintendent: \_\_\_\_\_ Date \_\_\_\_\_  
**BRADFORD SCHOOL DISTRICT**

**GRIEVANCE FORM – STEP THREE**

Name \_\_\_\_\_

Date \_\_\_\_\_

---

The disposition of this grievance at Step Two has not been satisfactory. It is necessary to appeal this grievance to Step Three for the following reasons:

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

Disposition by Superintendent:

---

Date

Signature

Appealed to Arbitration:

---

**Appendix D**

BRADFORD EXEMPTED VILLAGE SCHOOL DISTRICT  
AUTHORIZATION TO ENROLL



I request authorization to enroll in the following course(s) which are being offered by \_\_\_\_\_ during the \_\_\_\_\_ of the \_\_\_\_\_ academic year.

Course Number \_\_\_\_\_ Course Title \_\_\_\_\_

Quarter/Semester Credit Hours \_\_\_\_\_

The per credit hour rate currently being charged by the college or university is \$\_\_\_\_\_ per credit hour. I understand that upon successful completion of the course(s) I will be reimbursed 50% of the credit hour cost, not to exceed \$100 per quarter or \$150 per semester hour. No employee will be reimbursed for more than 15 quarter hours or 10 semester hours during a school year. No expenses other than the credit hour cost will be reimbursed by the Board of Education.

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Date and Time Received in Superintendent's Office** \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Reason for disapproval \_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_

If you have been authorized to enroll reimbursement will be provided for the listed course(s) only. No substitutions will be permitted. Upon completion of the course(s) please complete the reverse side of this form and attach the original grade sheet **and receipt to it and return it to the Superintendent's Office within 90 calendar days of completion.**

REQUEST FOR REIMBURSEMENT

I request reimbursement for the listed course work which has been successfully completed. The amount requested is based upon \_\_\_\_\_ quarter/semester hour charge at \_\_\_\_\_ per credit hour. The original grade sheet and receipt are attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

REIMBURSEMENT AUTHORIZATION

Request Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Amount \$ \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Appendix E**

**APPLICATION FOR USE OF SICK LEAVE**

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

Duty Assignment: \_\_\_\_\_

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

\* \* \* \* \*  
\* \* \* \* \*

The undersigned is hereby making application for the use of sick leave as provided by this Agreement and that the use of such sick leave is justified for the following reasons (check appropriate category):

- \_\_\_\_\_ 1. Personal illness, injury or doctor’s appointment
- \_\_\_\_\_ 2. Illness, injury or doctor’s appointment in the immediate family
- \_\_\_\_\_ 3. Pregnancy \_\_\_\_\_
- \_\_\_\_\_ 4. Exposure to a contagious disease \_\_\_\_\_
- \_\_\_\_\_ 5. Death in the immediate family \_\_\_\_\_ (name, relationship)
- \_\_\_\_\_ 6. Death of personal friend or extended family member \_\_\_\_\_ (name)

If medical attention was required, complete the following:

Attending physician: \_\_\_\_\_

Address of physician: \_\_\_\_\_

Date(s) consulted: \_\_\_\_\_

TOTAL DAYS ABSENT: \_\_\_\_\_

DATES OF ABSENCE: \_\_\_\_\_

I understand that falsification of this application is grounds for suspension or termination of employment under Section 3319.031 & 3319.16 of the Ohio Revised Code.

Authorization of the use of sick leave is approved based upon the information provided.

Signature of Employee  
Superintendent

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

This application shall be filed with the Office the employee returns to duty.

**Appendix F**

**BRADFORD EXEMPTED VILLAGE SCHOOL DISTRICT  
APPLICATION FOR PERSONAL LEAVE**

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

Duty Assignment: \_\_\_\_\_ Date of  
Application: \_\_\_\_\_

The undersigned deposes and requests permission to be absent from duty on:

\_\_\_\_\_  
Month Year Day

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \*  
\* \* \* \* \*

Request Approved: \_\_\_\_\_ Request Disapproved: \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_  
\_\_\_\_\_

**Appendix G**

**Request to Attend  
PROFESSIONAL MEETING OR BOARD AUTHORIZED TRIP  
BRADFORD BOARD OF EDUCATION**

***"TO BE COMPLETED BY INDIVIDUAL REQUESTING LEAVE AND/OR EXPENSE REIMBURSEMENT"***

I request permission to attend the meeting of \_\_\_\_\_

To be held at \_\_\_\_\_ on the date of \_\_\_\_\_

The purpose of this meeting is \_\_\_\_\_

The last professional meeting that I attended was \_\_\_\_\_ on \_\_\_\_\_

<i>*Receipt Required</i>	Prior Estimate Completed	Check Required Prior? Y/N	VENDOR Check To	Actual Complete AFTER
Mileage: @ = \$				\$
*Transportation	\$			\$
*Registration	\$			\$
*Lodging	\$			\$
*Meals	\$			\$
*Incidental Expenses	\$			\$
Itemize Below:				
a.				
b.				
c.				
d.				
e.				
f.				

TOTAL EXPENSE TO BOARD OF EDUCATION \$ \_\_\_\_\_ \$ \_\_\_\_\_

EMPLOYEE	DATE	Employee
SIGNATURE (PRIOR)		Initial for payment (AFTER)

Notes or Additional Information: \_\_\_\_\_

(attach supporting documents)

Building Principal: \_\_\_\_\_ Date \_\_\_\_\_ Approval \_\_\_\_ Disapproval \_\_\_\_

Superintendent: \_\_\_\_\_ Date \_\_\_\_\_ Approval \_\_\_\_ Disapproval \_\_\_\_

Reason for Disapproval: \_\_\_\_\_

Date of Board Approval \_\_\_\_\_

WHITE: Teacher      CANARY: Principal      PINK: Superintendent      GOLDENROD: Treasurer

**Appendix H**

**BRADFORD EXEMPTED VILLAGE SCHOOL DISTRICT  
APPLICATION FOR MEDICAL LEAVE OF ABSENCE**

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

Duty Assignment: \_\_\_\_\_ Date of Application: \_\_\_\_\_

The undersigned deposes and requests permission to be absent from duty:

From: \_\_\_\_\_  
Month Day Year

To: \_\_\_\_\_  
Month Day Year

Return to duty on: \_\_\_\_\_  
Month Day Year

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

\* \* \* \* \*

Request Approved: \_\_\_\_\_ Request Disapproved: \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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