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MEMORANDUM OF AGREEMENT
BETWEEN
THE BAY VILLAGE BOARD OF EDUCATION
AND
**THE BAY INDIVIDUAL /SMALL GROUP
INSTRUCTION TEACHERS ASSOCIATION**

JULY 1, 2022
THROUGH AND INCLUDING
JUNE 30, 2025

CUYAHOGA COUNTY

MEMORANDUM OF AGREEMENT BETWEEN
THE BAY VILLAGE BOARD OF EDUCATION AND
THE BAY INDIVIDUAL/SMALL GROUP INSTRUCTION TEACHERS ASSOCIATION

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MEMORANDUM OF AGREEMENT

BETWEEN

THE BAY VILLAGE BOARD OF EDUCATION

AND

THE BAY INDIVIDUAL/SMALL GROUP INSTRUCTION TEACHERS ASSOCIATION

ARTICLE I - RECOGNITION

1.01 **Definition of Bargaining Unit**

The Bay Village Board of Education ("Board") recognizes the Bay Individual/Small Group Instruction Teachers Association ("BISGITA"), an OEA/NEA affiliate, as the sole and exclusive representative of a bargaining unit consisting of all regularly employed and appropriately certified professional personnel assigned to serve identified disabled children who are enrolled in regular classes but who require additional instruction or intervention in one or more academic areas to make satisfactory achievement in regular class placement and all regularly employed and appropriately certified or validated professional personnel assigned to serve students with limited proficiency in the English language and to assist them in making a successful academic transition, hereinafter "individual/small group instruction teachers". The instruction offered by individual/small group instruction teachers will supplement but not supplant the regular classroom instruction in the selected subject area. Individual/Small Group Instruction teachers will not be responsible for assigning grades and will provide intervention services to no more than five (5) students at the same time. There may be more than five (5) students in the classroom served by the small group instruction teacher where there is an inclusionary practice and the regular classroom teacher is present and responsible for regular class instruction and grade reporting. Individual/Small Group Instruction teachers may be responsible for up to two (2) additional students for the purpose of small group testing.

1.02 **Exclusions**

Excluded from the Bargaining Unit shall be all certificated personnel represented by the Bay Teachers' Association, the Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, members of the Administrative Staff employed pursuant to Revised Code 3319.02, Casual Substitutes and all other Management and Supervisory personnel and all other personnel employed in positions which do not require a teaching certificate.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.01 Traditional Bargaining

2.011 Initiation of Negotiations

Either the Board or the BISGITA may initiate negotiations by serving written notice to the Superintendent on behalf of the Board or the BISGITA President or his/her designee on behalf of the Association not more than ninety (90) nor less than sixty (60) days prior to the expiration of this Agreement. At the same time that the notice is filed, the BISGITA and the Board will notify SERB of the offer to negotiate.

2.012 Request for Meetings

A time and place for a meeting between Board representatives and the BISGITA representatives set in accordance with Subsection 2.013, shall be set by request for a meeting, such meeting to take place not later than fifteen days from the date of the request. Any such meeting shall be adjourned from time to time as the parties agree until full and complete discussion has been had of the items on the agenda.

2.013 Duration

Except by agreement of the representatives of the Board and the BISGITA, no meeting shall begin prior to April 3 of any year in which this Agreement expires. All meetings shall be concluded within forty-five (45) days prior to the expiration date of this Agreement.

2.014 Exchange of Issues

- A. The initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Thereafter neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.
- B. Each proposal submitted by either party shall specify in detail that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement.

2.015 Negotiation Teams

At any such meeting the Board shall be represented by its designated representatives which shall not exceed three (3) and the BISGITA by its designated representatives which shall not exceed three (3).

2.016 Consultants

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any meeting.

2.017 Agreement

A. Tentative Agreement

At the conclusion of the negotiations, the representatives of the Board and the representatives of the BISGITA shall prepare a memorandum setting forth those items upon which accord has been reached. Such memoranda shall be signed by all such representatives and promptly submitted to the membership of the organization and the Board of Education.

B. Ratification

Upon approval of the membership of the BISGITA and by the Board of Education the Agreement shall be signed by the Presidents of the respective parties and shall be binding on both parties. The provisions of the Agreement shall be reflected in individual contract terms.

2.018 Disagreement

A. Dispute Resolution Procedure

If agreement is not reached within forty-five (45) calendar days after the initial negotiating sessions held under this Article, or forty-five (45) calendar days before the expiration of this Agreement, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a commissioner from the Federal Mediation and Conciliation Service. The mediation period shall terminate on the expiration date of this contract.

B. Exclusivity

The negotiations procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. The parties mutually agree

to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the Association's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that these procedures have been followed.

2.02 **Information Exchange**

The Board or the BISGITA promptly shall provide, after request by the other party, such essential available information concerning financial resources and other essential information reasonably related to the pending negotiations as will assist the Board and the BISGITA in developing policies concerning compensation, fringe benefits and other terms and conditions of employment.

2.03 **Alternative Style**

On or before ninety (90) days prior to contract expiration, representatives shall determine whether an alternate style of bargaining will be employed. If an alternate style is selected, the parties shall determine the need for training and establish the ground rules for such alternate bargaining style.

ARTICLE III - **GRIEVANCE PROCEDURE**

3.01 **Purpose**

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceeding shall be kept as informal and confidential as may be appropriate after the event giving rise to the grievance.

3.02 **Definitions**

3.021 A "grievance" means a complaint by an individual/small group instruction teacher or group of individual/small group instruction teachers, or the BISGITA that:

A. there has been a violation, misinterpretation or inequitable application of any provisions of this Agreement,

OR

B. an individual/small group instruction teacher has been treated inequitably by reason of any act or condition which is contrary to

established School Board policy, personnel policy, or practice governing or affecting employees,

OR

C. an individual/small group instruction teacher has been unjustly disciplined.

3.022 The term "grievance shall not apply to the failure of the Board to renew an individual/small group instruction teacher's contract or to any matter in which the School Board is without authority to act.

3.023 An "aggrieved individual/small group instruction teacher," (grievant) is BISGITA, the individual/small group instruction teacher or group of individual/small group instruction teachers making the complaint.

3.024 "School days" during the school term means days students are attending classes. During the period between the end of the spring semester and the beginning of the fall semester, "school days" shall mean weekdays Monday through Friday, except for days recognized by the State of Ohio as legal holidays.

3.025 "Representatives" means an official of or other spokesman designated by the BISGITA.

3.03 **Rights of Parties**

3.031 Who May File a Grievance

A. A grievant may appear on his/her own behalf at all steps of the grievance procedure, and may be accompanied and represented at each step by a representative of the BISGITA if he/she chooses.

BISGITA shall have the right to be present at all meetings during the grievance process.

B. If a grievance arises and affects a group or class of individual/small group instruction teachers, the written grievance may be filed as a class action or a BISGITA grievance and may be filed at Step 2 of the Grievance Procedure if said grievance affects more than one building, otherwise the grievance will commence at the informal level.

3.032 Right to Assistance and Counsel

The aggrieved individual/small group instruction teacher shall have the right to be accompanied by and receive assistance from a representative of the BISGITA at any stage of the grievance procedure, or when disciplinary action is being imposed.

3.033 Association Support

The Professional Rights and Responsibilities Committee of the BISGITA retains the exclusive right to determine whether a grievance may be appealed to the arbitration step of the grievance procedure. No individual grievance settlement shall be inconsistent with the terms of this contract. All grievance settlements must be approved by the BISGITA. The indemnification provision in Section 4.07 applies to this provision.

3.034 Records Acquisition

Readily available records or policies necessary to the determination and processing of the grievance shall be made available to the grievant and his/her representative.

3.035 No Reprisals

The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

3.036 Pre-Grievance Communication

Nothing contained in this procedure shall be construed as limiting the individual right of a certificated employee, having a complaint or problem, to discuss the matter informally with the members of the administration through normal channels of communication.

3.04 General Provisions

3.041 Time Limitations

The time limitations set forth below are considered to be the maximum. The time limitations may be extended, however, by mutual agreement of a representative of the BISGITA on behalf of the grievant.

3.042 Waiver of Right to File

If a grievance is not filed in writing within the time limits specified herein, the grievance shall be considered waived.

3.043 Appealing Decisions

If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition.

3.044 Right to Advance

Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

3.045 Processing Grievances During the Summer

In the event the grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall process the grievance prior to the end of the school year, or as soon as thereafter possible.

3.05 **Grievance Procedure**

3.051 Informal Procedure

An individual/small group instruction teacher with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through his/her representative, with the objective of resolving the matter informally. Informal procedures must be initiated within fifteen (15) school days after the occurrence of the alleged grievance. The principal or immediate supervisor and the individual/small group instruction teacher will sign a form, attached as Appendix A to this Agreement, indicating completion of the informal step of the grievance procedure.

3.052 Formal Procedure

A. Level One: Immediate Supervisor

If the aggrieved individual/small group instruction teacher is not satisfied with the outcome of the informal procedure, the aggrieved person may present a formal grievance in writing to the principal or immediate supervisor within five (5) school days after the informal meeting on forms available at the school or Board of Education offices. Within five (5) school days after the receipt of the written grievance, the principal or immediate supervisor shall meet with the

grievant and his/her representative. The principal or immediate supervisor shall, within three (3) school days of the Level One meeting, render his/her decision on the grievance and reasons therefore in writing to the grievant with a copy to the representative and BISGITA President.

B. Level Two: Superintendent

If the aggrieved individual/small group instruction teacher is not satisfied with the disposition of the grievance at Level One, the aggrieved person may appeal to the Superintendent of Schools by filing a written appeal with the Superintendent within three (3) school days after the receipt of the written decision at Level One. If no written disposition of the grievance is given within three (3) school days after the Level One meeting the grievant may refer the grievance to the Superintendent of Schools by filing a written notice of appeal with the Superintendent within six (6) school days after the Level One meeting. The Superintendent or the Assistant Superintendent shall, within three (3) school days after the receipt of the written appeal, meet with the aggrieved individual/small group instruction teacher or his/her representative, or with both, for the purpose of resolving the grievance. The Superintendent or the Assistant Superintendent shall, within three (3) school days after the hearing, render his/her decision and the reasons therefore in writing with a copy to each of the following: the aggrieved individual/small group instruction teacher, his/her representative, the principal or other immediate supervisor involved, BISGITA President.

C. Level Three: Arbitration

1. The BISGITA must approve any grievance submitted for arbitration. Should the BISGITA not approve such grievance, it may not proceed to arbitration in accordance with the provisions of this Article.
2. If the grievant is not satisfied with the disposition of the grievance in Level Two, or if no disposition has been made within three (3) school days of the Level Two meeting, the grievant, or his/her representative, on behalf of the grievant, may refer the grievance to arbitration by filing written notice of such referral with the Superintendent not later than ten (10) school days from the date that the written disposition was given or should have been given in Level Two. The grievance shall be advanced to arbitration by the filing of the AAA Demand for Arbitration.

3. The arbitration proceedings shall be governed by the rules and regulations of the American Arbitration Association.
4. The arbitrator shall be governed by the express terms of this Memorandum of Agreement in reaching his recommendation.
5. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement or School Board policy.
6. The cost of the arbitrator shall be shared equally by the Board and the BISGITA.
7. Within thirty (30) school days after the hearing is closed, the arbitrator shall render a written decision to the parties which shall set forth his findings, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be advisory on the parties for grievances filed under definition 3.021(B) and/or 3.021(C) and shall be binding on the parties for grievances filed under definition 3.021(A).
8. If the grievant and his/her representative accept the arbitrator's recommendation the matter shall be deemed settled, and the recommendations of this arbitration shall be executed by all parties.
9. If the grievant or his/her representative or the Superintendent do not accept the arbitrator's decision, the rejecting party shall notify in writing the other parties within ten (10) school days of the receipt of the arbitrator's decision to the Board of Education. A copy of the appeal shall be sent to the Treasurer of the Board of Education.
10. The grievance shall be heard by the Board at its next regular meeting, providing however, that said meeting occurs ten (10) school days after the receipt by the Treasurer of the written intent to appeal. If said meeting falls within ten (10) school days of the receipt to appeal, the grievance shall be heard by the Board at its next succeeding regular meeting. The Board shall meet with the grievant and his/her representative and The Superintendent or his/her designee to review the arbitrator's recommendations. Said meeting shall take place in an open public meeting unless requested by the grievant that the meeting be in executive session. Each party shall have the opportunity to present written and oral arguments.
11. Persons having direct interest or involvement in the grievance shall be in attendance if requested by either party for the

purpose of clarifying previous testimony. Both parties shall notify the other party of witnesses to be called.

12. After full and deliberate consideration of all the facts, the Board shall render a written decision on the grievance to the grievant within ten (10) school days of the hearing.

ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.01 Use of School Facilities

4.011 School Buildings

The Association will have the right to use school buildings, with prior notification and approval from the Central Office, providing the Bay Village Board of Education does not incur any additional expense for such meeting.

Duly authorized representatives of the Association and its affiliates may transact Association business on the District's property any time before, after, or during the regular work day; provided that such business does not interfere with the assigned duties of an employee and with advance notice to the building administrator.

4.012 Inter-School Mail and Email System

The Association shall have the right to use the inter-school mail system to distribute materials to their building representatives.

The Association shall be permitted to use the District email system for general Association announcements.

4.02 Information Acquisition

4.021 New Bargaining Unit Member Lists

The Association will be provided with the names and school email addresses of all new individual/small group instruction teachers and all retiring individual/small group instruction teachers, as soon as such information is available.

4.022 Bargaining Unit Rosters

The Association President shall be provided a current bargaining unit roster, once annually, upon request. Such roster shall contain each bargaining unit member's name, listed alphabetically, school email address, date of hire, employment status (e.g. limited or continuing contract), and job assignment.

4.023 School Calendar

The Superintendent shall invite the President of BISGITA or his/her designee to serve on the calendar committee along with representatives of the BTA and administration. The committee will review the school calendar every two (2) years, starting with the 2023/2024 school year. The committee will complete an in-depth review of the school calendar and draft two years' worth of calendar recommendations to be submitted to the Board for final consideration.

4.03 **Board Meetings and Public Records**

Minutes of official meetings of the Board of Education are available on the District website. A copy of the official agenda, and exhibits, will be made available to the Association President on the District website the morning of the Board meeting. The Association President or his/her designee shall be granted the privilege of addressing the Board of Education on all matters directly related to Association rights as delineated in ORC 4117.

4.04 **Association Activities During Lunch**

Association activities shall be allowed during the lunch period, providing there will be no disruption of classes.

4.05 **Association Leave**

Conference expenses for the following shall be subject to payment by the BISGITA. This section is not subject to the requirements of Professional Leave, Section 5.10.

4.051 Association Leave - President

An additional three school days per year shall be available to the BISGITA President, or his/her designee, for the purpose of attendance at meetings related to the professional activities of BISGITA.

4.052 Association Leave - Designated

An additional three school days per delegate per year shall be available to not more than three elected or designated BISGITA delegates for the purpose of attendance at meetings related to the professional activities of BISGITA.

4.06 **Association Dues Deduction**

4.061 Authorization

The Treasurer will deduct the regular membership dues of the Association from the salaries of those members who authorize such deductions. Such dues deduction authorization shall continue until such time that the individual gives written notice to the Association Treasurer and the District Treasurer to discontinue such deductions or employment with the Board terminates.

4.062 Procedure

Authorization for dues deduction and a list of members of the bargaining unit who have voluntarily elected to join the Association must be presented to the Treasurer no later than October 1 in the year such deductions are to begin. Dues deductions will be made in ten (10) equal installments, beginning with the month of November, for teachers on a 12-month pay plan and in eight (8) equal installments, beginning with the month of November, for teachers on the optional 10-month pay plan. The Treasurer of the Board will remit to the Treasurer of the BISGITA the deductions made each month. Any member hired or becoming eligible for membership after October 1 who chooses to become a member shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer, the District Treasurer, and the individual member.

4.063 Written Notification to Discontinue

The time period for written notification for the discontinuance of dues deductions shall be between September 1st and September 15th unless Article 11.01 is applicable.

4.07 **Indemnification of Employer**

The BISGITA on behalf of itself and the OEA and NEA agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this Article and Article 6.094 provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- B. The BISGITA shall reserve the right to designate counsel to represent and defend the employer. The employer may also consult its own counsel;

- C. The Board agrees to:
1. give full and complete cooperation and assistance to the BISGITA and its counsel at all levels of the proceeding,
 2. permit the BISGITA or its affiliates to intervene as a party if it so desires, and/or
 3. to not oppose the BISGITA or its affiliates' application to file briefs amicus curiae in the action; and
- D. The Board acted in good faith compliance with the provisions of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE V - LEAVE POLICIES

5.01 Sick Leave

5.011 Entitlement

Each full-time individual/small group instruction teacher shall be entitled, for each completed month of service, to sick leave of one and one-quarter (1-1/4) work days with pay (15 days per year). Part-time individual/small group instruction teachers shall accrue sick leave on a pro rata basis. A pro rata basis would equate out to the following sick leave annually:

- Four (4) days a week scheduled - 12 sick days per year
- Three (3) days a week scheduled - 9 sick days per year
- Two (2) days a week scheduled - 6 sick days per year
- One (1) day a week scheduled - 3 sick days per year

5.012 Accumulation

Unused sick leave shall be accumulated up to three hundred (300) days.

5.013 Reasons

Acceptable Reasons for Sick Leave with Pay:

- A. Personal illness, injury, or pregnancy.

- B. Exposure to contagious disease which could be communicated to others.
- C. Illness, injury, or death in the individual/small group instruction teacher's immediate family. ("Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather or any person who has clearly stood in the same relationship with the individual/small group instruction teacher as any of these.)
- D. A maximum of five (5) days absence will be allowed in the event of the death in the immediate family of the wife or husband of an individual/small group instruction teacher.
- E. A maximum of ten (10) days absence will be allowed in the event of the death of a child.
- F. A maximum of three (3) days absence will be allowed in the event of death of grandparent or grandchild.
- G. A maximum of two (2) days will be allowed in the event of death of aunt, uncle, first cousin or grandparent-in-law.

5.014 Sick Leave Advance

Each individual/small group instruction teacher shall have one year of annual sick leave pursuant to Section 5.011 of this agreement with a minimum of five (5) days of sick leave available at the beginning of employment. If an individual/small group instruction teacher uses all or part of the advanced days of sick leave credit and terminates employment before such sick leave has actually accrued, the individual/small group instruction teacher shall reimburse the Board of Education for the sick leave used but not earned.

5.015 Statement

If medical attention is required, the individual/small group instruction teacher shall be required only to state when the physician was consulted. Nothing in this section shall be construed to waive the rights of the physician-patient privilege.

5.016 Falsification

Falsification of a statement for the use of sick leave is grounds for suspension or termination of employment.

5.02 **Catastrophic Illness Bank**

A Catastrophic Illness Bank shall be established from voluntary donations of sick leave days from teachers and administrators. If a bargaining unit member or administrator elects to contribute, each day of contribution shall result in a reduction of two (2) days from the donating person's sick leave accumulation. In the event an individual/small group instruction teacher experiences a catastrophic illness or injury and exhausts sick leave, the bargaining unit member may contact BISGITA to seek assistance in applying to use the Catastrophic Illness Bank.

5.021 **Application to Catastrophic Illness Bank**

An individual-small group instruction teacher/administrator may apply to the Bank provided he/she has met the following criteria:

1. All accumulated sick leave has been exhausted.
2. His/her absence is due to a catastrophic illness, a serious accident or long-term illness as certified by the attending physician.
3. The individual-small group instruction teacher/administrator is not receiving Workers' Compensation if the leave is related to an accident.
4. The individual-small group instruction teacher/administrator has completed the application to use the Bank.
5. The maximum number of days an applicant may request is thirty (30) per school year.
6. A committee composed of the Superintendent and the Treasurer and two (2) members of the Bay Teachers' Association and one (1) member of the BISGITA shall jointly review each application and will make a final decision as to the eligibility of the applicant. The committee's decision shall not be grievable nor may it be contested through any other legal process.
7. The applicant must be an active participant in the Catastrophic Illness Bank at the time of application unless the applicant has been with the District for less than three (3) years.
8. If the applicant is granted disability retirement through STRS, use of the Bank shall cease and unused days shall be returned to the Bank.

5.022 Contributing to the Catastrophic Illness Bank

1. Each school year during a window period beginning September 1st through September 30th, individual-small group instruction teachers/administrators shall be entitled to make a contribution to the Catastrophic Illness Bank using the catastrophic illness form. If five (5) or less days remain in the Bank, added days may be solicited from individual/small group instruction teachers/administrators for a period of thirty (30) days.
2. A donation of one (1) day will produce one (1) days in the Bank and will reduce the individual-small group instruction teacher/administrator's accumulated sick days by two (2) days for each day donated.
3. Contributors to the Bank shall have a minimum of ten (10) days, or six (6) days for a person who is part-time, of accumulated sick leave remaining after the donation.

5.03 Parental Responsibility Leave

Any individual/small group instruction teacher within the Bay Village School System who is an expectant mother or father, adopting a child, or appointed as guardian or foster parent shall at his/her request be granted parental responsibility leave without pay or increment subject to the conditions set forth below:

5.031 Leave Rights and Timelines

The parental responsibility leave shall begin at any time prior to the birth of the child or, following the presumed period of recovery (6 weeks) after childbirth or upon the teacher's release from sick leave by the teacher's physician, prior to or within six (6) weeks of the date of obtaining custody of an adopted child, or prior to or within six (6) weeks of the date of the appointment as guardian or foster parent of a child. Such leave shall be for the balance of the school year in which it commences and at the option of the teacher for one or two school years thereafter. The individual/small group instruction teacher shall give written notice not later than March 15 of each year of such leave as to whether he/she intends to return for the following year. If notification is not received by March 15th, it will be assumed that the individual/small group instruction teacher does not wish to return to employment with the Bay Village Schools.

Subject to the provisions below, all returns from such parental responsibility leaves shall coincide with the start of the school year. In the event the BISGITA member experiences financial hardship after the commencement but before the conclusion of such leave, she/he may request of the

Superintendent to return at the start of the next semester. A BISGITA member must return to service for a full year before she/he is eligible for another parental responsibility leave.

5.032 Application for Leave

Application for parental responsibility leave shall be in writing. It shall contain: (1) a statement of the expected date of birth, or in the case of adoption, foster placement, or guardianship, the date of obtaining custody, (2) the date on which the parental responsibility leave is to commence, and (3) the date the individual/small group instruction teacher anticipates returning to service.

5.033 Timelines for Filing Application

Application for parental responsibility leave shall be made no less than thirty (30) calendar days before the beginning date of the leave. In the case of child adoption, guardian placement, or foster placement, the application for leave shall be given five (5) calendar days before the leave is to begin where possible.

5.034 Reinstatement Rights

Upon return from leave, the individual/small group instruction teacher shall be reinstated to a position and shall assume the same position on the salary schedule held prior to the leave.

- A. The individual/small group instruction teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.
- B. Nothing in this section shall abridge the rights of any employee as defined in Ohio Revised Code 3317.13.

5.04 **Sabbatical Leave**

5.041 Professional Growth Plan

An individual/small group instruction teacher who has been in the employ of the Board for not less than five (5) years in a professional position(s), and who holds a certificate, may be granted leave of absence for not more than one (1) school year for the purpose of pursuing a plan for professional growth. Such leave shall be subject to approval by the Board upon recommendation by the Superintendent. Such sabbatical leave shall be subject to the provisions of Section 3319.131 of the Ohio Revised Code. An individual/small group instruction teacher granted leave under this policy, upon return from leave and upon proof of completion of the plan for professional growth as approved by the Superintendent, shall be paid a

salary which shall be the difference between the employee's expected salary (during the period of leave) and the salary of the individual/small group instruction teacher's replacement for such period. Proof of completion shall be submitted by February 1 of the following year.

5.042 Insurance Maintenance

An individual/small group instruction teacher granted leave under this policy may maintain hospital insurance coverage by paying the cost of the premium to the Treasurer of the School District.

5.05 **Assault Protection and Leave**

5.051 Definition

Assault leave shall be granted to an individual/small group instruction teacher who is unable to work and who, therefore, is absent from his/her assigned duties because of injury resulting from a physical assault which is unprovoked. Said leave shall not be charged against sick leave earned under Section 5.01 of this Agreement. Said individual/small group instruction teacher shall be granted the aforementioned assault leave and shall be maintained on a full pay status during such absence, up to a maximum of ninety (90) working days.

5.052 Conditions

Individual/small group instruction teachers shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the individual/small group instruction teacher must have occurred during the course of employment with the Bay Village Board of Education while on the Board premises or at a Board-approved or sponsored activity/event.
- B. Upon notice to the principal or immediate supervisor that an assault upon an individual/small group instruction teacher has been committed, any individual/small group instruction teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the individual/small group instruction teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
- C. If the individual/small group instruction teacher received medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of

the disability, and its' probable duration, may be required before assault leave payment is made.

- D. An individual/small group instruction teacher shall not qualify for payment of assault leave until the Assault Leave Form and requested physician's statement pursuant to (C) above, have been submitted to the Superintendent.
- E. Individual/small group instruction teachers shall not be permitted to accrue assault leave.
- F. Payment for assault leave shall be at the assaulted individual/small group instruction teacher's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.
- G. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

5.06 **Family and Medical Leave of Absence**

5.061 Generally

The parties incorporate by reference the mandatory provisions of the Family and Medical Leave Act (FMLA), recognizing those provisions change from time to time. (Members can review Board policy 3430.01 and administrative guidelines [3430.01](#) and [3430.01a](#) for additional information. Information is also available on the [Dept. of Labor web site.](#))

5.062 Entitlement Within Collective Bargaining Agreement

This Policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any of the circumstances for which an employee is also entitled to take FMLA leave, the leave will be treated as and counted against FMLA Leave available under this Article. Unpaid leave begins only after all accrued vacation leave (if any) has been used.

5.063 12-Month Period

For purposes of calculating the amount of leave available to a member, a "rolling" 12-month period measured backward from the date the individual and small group instruction teacher's first FMLA leave begins, shall be used.

5.064 Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the twentieth day of the previous month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

5.065 Return to Work

- A. When an employee is medically able to return to work after a serious health condition, he/she shall provide the Board with a statement from his/her health care provider that the employee is able to resume the job functions of his/her position.
- B. At the end of a FMLA Leave, the Board shall restore an employee to employment within a reasonable time according to the conditions set forth in Article V, Section 5.034. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.
- C. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

5.066 Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

5.07 **Continuation of Insurance Programs**

An individual/small group instruction teacher on an approved leave of absence may at his/her option pay the group rate for any insurance program she/he desires to continue within the provisions of the insurance policies in force.

5.08 **Maintenance of Service**

Any approved leave of absence shall not constitute a "break in service" for the staff member on said leave.

5.09 **Personal Leave**

5.091 **Purpose and Definition**

Personal leave is designed to cover legitimate reasons for absence, which are not covered in the Sick Leave policy, for the purpose of attending to personal business that cannot be conducted outside the regular school day or for personal reasons over which the individual/small group instruction teacher has no control. Personal leave shall not be used for vacation or personal recreation. Personal leave is non-cumulative and shall not be charged to sick leave.

5.092 **Allotted Days and Procedure**

A maximum of four (4) days per school year shall be granted upon written request of the individual/small group instruction teacher. The individual/small group instruction teacher shall make the request for said leave as much in advance as possible. If advance notice is not possible, the individual/small group instruction teacher will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his/her return.

5.093 **Designated**

On the work day before or after a holiday (legal holiday, winter break and spring break) or on parent conference days or in-service days, the individual/small group instruction teacher must designate the reason.

Designated reasons to be approved include:

- A. Court appearances scheduled on school time as a litigant or witness.
- B. Observation of a religious holiday of a recognized major religious faith which normally requires abstinence from work.

- C. Attendance at the graduation exercises of the individual/small group instruction teacher, spouse or children.
- D. The wedding of the individual/small group instruction teacher.
- E. A wedding in which the individual/small group instruction teacher is a member of the wedding party or where the bride or groom is the parent, child, sibling, grandparent, grandchild or any member of the family or household who has clearly stood in the same relationship with the individual/small group instruction teacher as any of these.
- F. Emergencies involving family property which require the individual/small group instruction teacher's absence from duty to make necessary arrangements. Example: fire in the home, flood damage, frozen water pipes.
- G. Medical or legal emergencies involving one or more of the persons identified in Section 5.093 (E) above, where other leave provisions of this Agreement do not apply.
- H. Arranging for selection of college, entry to college, etc.
- I. Travel conditions making it impossible for individual/small group instruction teacher to get to the job. Examples: impassable roads due to snow, failure of airline to complete scheduled flight.
- J. Conducting personal or family business with an attorney, professional counselor or similar type personal service that cannot be scheduled on non-school time.
- K. Funeral of close friend or travel time required for death in non-immediate family beyond the day allowed in Sick Leave.
- L. Testify at an arbitration or impasse hearing (up to three (3) persons per hearing.)
- M. Child's school activities.
- N. Attendance at parent-teacher conferences which cannot be scheduled outside the BISGITA member workday.
- O. Other reasons meeting the definition in 5.091 and 5.092 and judged to be reasonable by the Superintendent. Specific nature of the situation is to be reported on the form, reported in a separate sealed envelope directed to the Superintendent, or discussed personally with him/her.

5.094 Request Forms

Advance permission for the use of personal leave shall be obtained from the Superintendent of Schools on the special form provided. For situations in which prior approval cannot be obtained, the individual/small group instruction teacher will report the absence to his immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his return.

5.095 Additional Personal Days

A teacher may apply to the Superintendent for additional personal leave days. The Superintendent's decision to grant or deny such days shall not be subject to the grievance procedure.

5.096 Falsification of Statement

Falsification of the statement in the request is grounds for suspension or termination of employment.

5.097 Personal Leave Without Pay

When paid days are not available, unpaid days may be taken with approval of the Superintendent.

5.098 Incentive - Unused Personal Leave

- A. At the end of an individual/small group instruction teacher work year, unused personal leave days shall convert to accumulated sick leave.
- B. However, an individual/small group instruction teacher who uses no personal days in a school year may accept the following incentive as an alternative – a one-time annual payment equal to two days of the substitute rate in effect for that school year.
- C. Alternative Selection Notice:

A notice will be given to each individual/small group instruction teacher and he/she will state his/her choice of the alternative. The choice will be applicable each year until the individual/small group instruction teacher notifies the Treasurer's office that he/she wants to change his/her designation.

5.10 **Professional Leave**

5.101 Criteria

Requests to attend professional meetings by individual/small group instruction teachers will be considered according to the following criteria:

- A. The maximum distance allowable for compensation for transportation will be a 500-mile radius of Bay Village; i.e., 1,000 miles round trip at the rate equal to that established by the IRS. All tolls and parking fees shall be paid by the Board upon submission of receipts. Other travel arrangements may be approved by the Superintendent and shall be reimbursed following attendance, at the rate and amount approved.
- B. Expenses for meals, parking and lodging associated with professional meetings shall be reimbursed to a maximum per diem of \$240 per day (\$190 for parking and lodging and \$50 for meals). The Superintendent may increase the per diem by up to 5% in a given year by posting the new rate.
- C. Request for reimbursement should be made on the professional leave reimbursement form (Appendix Q) and submitted to the Superintendent, after attendance at the meeting.
- D. Whenever possible, requests for attendance at professional meetings should be rotated within the grade level, subject department, or special service areas to allow an equal opportunity for attendance for all interested individual/small group instruction teachers.
- E. A maximum of four (4) school days per year per individual/small group instruction teacher for attendance, as well as presentation, at professional meetings may be allowed. At the discretion of the Superintendent this may be extended to cover unusual circumstances. Required District committee work will not count against individual professional development days.
- F. Criteria (A) - (D) do not apply to professional meetings where expenses are not reimbursed by the Board of Education.
- G. Time off will be given in accordance with item (E) for attendance at workshops, clinics, or meetings held for those who sponsor extracurricular activities; however, expenses shall be paid by the Board of Education upon approval of the leave and expenses by the Superintendent.

- H. These regulations do not apply to meetings where attendance is required by the Superintendent.
- I. A report on the professional meeting may be requested and required when expenses, as approved by the Superintendent, are paid by the Board.
- J. Applications for attendance at professional meetings should be made on a professional leave request form (Appendix P) and receive the approval of the principal before being forwarded to the Superintendent for his consideration.

ARTICLE VI - EMPLOYMENT PROCEDURES

6.01 **Newly-Hired Individual/Small Group Instruction Teachers**

6.011 Bureau of Criminal Identification and Investigation

A. Conditional Employment

All individual/small group instruction teachers new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation.

B. Conditional Employment Release

If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.31(B)(1), the individual shall be informed that he/she is being released from said conditional employment and the reason, i.e., the report from BCII, for the release.

C. Meeting Request

If the teacher requests in writing, the Superintendent or designee will meet with the teacher to review the results of the report from BCII and provide the teacher with an opportunity to explain why such results are incorrect.

D. Appeal Restrictions

No individual released from conditional employment under this section, nor the Association or any other agency or individual acting

upon the employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest an employee's release from conditional employment by the Board.

6.012 Initial Salary Schedule Placement

- A. Individuals hired to perform as individual/small group instruction teachers shall be granted one year of service credit for each year of prior service as a certified instructor/teacher, not to exceed five (5) years, as provided in O.R.C. 3317.13.
- B. Upon recommendation of the Superintendent, additional credit for recent teaching experience beyond five (5) years may be given to those individual/small group instruction teachers who hold current certificates/licenses specific to the position for which they are to be hired. The Superintendent or his/her designee will inform the BISGITA President prior to making said recommendation to the Board for its consideration.

6.013 Re-Employment of Retired Teachers

A teacher retired under STRS ("re-employed teacher") may be re-employed under the following conditions:

- A. The re-employed teacher will start with salary schedule placement experience of five (5) years and education credit of up to a Master's Degree. The re-employed teacher will be advanced on the salary schedule above step 5 for each year of re-employment service in the District according to the provisions of Article X - Salary Schedules and Compensation, Section 10.03 - Salary Schedule Movement.
- B. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Article VII - Evaluation.
- C. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.
- D. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article VI - Employment Procedures, Section 6.081.

- E. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- F. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- G. Re-employed teachers are eligible for sick leave accumulation commencing with the first year of such re-employment.
- H. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- I. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- J. The BISGITA President shall be consulted in any re-employment situation.

6.02 **Contracts**

6.021 Content and Deadlines

Provided notice of federal or state funding has been received, a contract between a member of the bargaining unit and the Board shall be issued by June 1 for the upcoming school year and shall contain the following information:

- A. The dates the contract is to be in force.
- B. The hourly salary.
- C. The contract days to be worked.

6.022 Continuing Contract Eligibility as an Individual/Small Group Instruction Teacher

A. Application

A teacher who is eligible for continuing contract consideration must notify the Superintendent in writing on or before October 15 of the school year in which the individual and small group instruction teacher becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A teacher who does

not notify the Superintendent on or before October 15 will not be eligible for continuing contract consideration until April of the following year. This is in addition to Ohio Revised Code Section 3319.11(B).

Once granted, the individual/small group instruction teacher's continuing contract will not provide rights to any other position with the District.

B. Eligibility

Members of the bargaining unit represented by the Association are eligible to have their professional certificate application endorsed by the Superintendent provided that, in the school year immediately preceding the request for said endorsement, the Instructor averaged eighteen (18) or more hours per week of compensated employment. For purposes of this Agreement, the term "compensated employment" includes both student contact time as well as planning time in accordance with Section 6.112 of the negotiated Agreement between the Board and Association.

Members of the bargaining unit represented by the Association shall be eligible to be considered for continuing contract status provided they meet the standards set forth in Revised Code Sections 3319.08 and 3319.11 and have served as an Instructor in the unit represented by the Association for at least three (3) years in the District, with the most recent three (3) of such years consisting of at least twenty-five (25) hours per week of student contact (instructional) time per week, not including planning time set by Section 6.112.

6.023 Limited Contracts

Members not eligible for continuing contracts shall be granted limited contracts of not less than one (1) year duration, unless subject to non-renewal.

6.024 Notice for Non-Renewal/Contract Status Change

Delivery of notices of non-renewal and notices regarding any other action affecting a bargaining unit member's contract status shall be given in accordance with O.R.C. 3319.11.

6.03 **Assignments**

6.031 **Notification Deadline**

Provided notice of federal or state funding has been received, each individual/small group instruction teacher will be notified of her/his tentative assignment no later than ten (10) calendar days prior to the first student day. Except for the lunch period(s), the hours of work in a given day shall include travel time between buildings in quarter hour increments and shall be contiguous, unless otherwise agreed to by the individual/small group instruction teacher. Changes after that time shall be made because of enrollment changes, staff changes, scheduling adjustment request changes, or emergencies.

6.032 **Schedule Adjustment Requests**

If the individual/small group instruction teacher believes that an adjustment should be made in his/her schedule, the individual/small group instruction teacher shall request in writing, to the building principal, a change in scheduling assignment. Such request shall be submitted on the form provided in Appendix M and shall include the rationale behind the request. Within five (5) work days of receiving the request, the principal and the individual/small group instruction teacher shall meet to discuss the request and to determine whether the request will be implemented.

6.033 **Assignment Changes**

- A. Increases or decreases in the hours of assignment to individual/small group instruction teachers may be made during the course of the school year depending on the demand for student services to be provided.
- B. Subject to the needs of the students and the experience and qualifications of the individual/small group instruction teacher, an individual/small group instruction teacher whose hours are reduced during the course of the year may be assigned, if additional hours are available, to a different building to provide instructional services in accordance with the age level and academic needs of the students and the experience and qualifications of the individual/small group instruction teacher.

6.04 **Posting of Vacancies - Regular**

When it is determined to fill a vacancy brought about by resignation, transfer, death, retirement, or a newly-created position, as determined by Board action, the Superintendent or his designee will notify all certificated employees.

6.041 Written Notice Posted in Each Building

Notice of the vacancy and/or newly-created positions will be made by posting a written notice on a bulletin board space and/or electronic notice designated specifically for that purpose in each building.

6.042 Contents of Posted Vacancy

The posted notice will designate the position, hours, and building involved.

6.043 Notification to Association President

The BISGITA President shall receive a copy of all postings at the time of posting.

6.044 Notification Procedure During Summer Recess

A. Association President Notification

Beginning the first of June through the end of August, notice of any vacancy or newly-created position requiring a certificate/license shall be mailed/emailed to the BISGITA President.

B. Bargaining Unit Member Notification

BISGITA members may receive notice of vacancies during the summer months in one or more of the following manners:

1. Teaching and individual/small group instructor vacancies will be posted regularly on the District website.
2. If the individual/small group instructor supplies her/his email address by June 1, she/he will receive notice of teaching vacancies on a regular basis via email.

6.045 Posting Timelines

- A. No vacancy shall be filled until it has been posted for five (5) working days during the regular work year or ten (10) calendar days after the notifications have been mailed during the summer months.
- B. Such posting shall continue until the vacancy has been filled.

6.05 **Posting of Vacancies - Emergency**

When a vacancy occurs which by mutual agreement both the Superintendent or his/her designee and the President of the BISGITA may deem to be an emergency

situation, the Superintendent or his/her designee and the President of the BISGITA may, by mutual agreement, design an emergency plan for posting said vacancy. This plan will be temporary in nature and will be implemented only for the emergency situation as described.

6.06 **Voluntary Transfers**

When vacancies exist within the school District, first consideration shall be given to the most senior bargaining unit member requesting a change in assignment, providing the bargaining unit member making the request is both certified and qualified for the position requested. Any vacated bargaining unit position must go through the posting procedure referred to in this article. When a teaching position outside of the bargaining unit becomes available, each individual/small group instruction teacher applicant will be considered before in-District interviews of outside applicants are conducted. During the months of July and August, if the process must be expedited, as determined by the Superintendent, the interviews will be held as scheduled by the responsible administrator, with bargaining unit members given the same consideration they would have been given had the process not been expedited.

6.061 **Applicant Status Notification**

Each applicant will be advised in writing by the Superintendent if she/he has been selected or denied the transfer or if she/he will be considered with outside applicants. If the applicant does not receive the position for which she/he has applied, the Superintendent will give written notification of that decision and the reason(s) for the denial to the bargaining unit member. The reason(s) for the denial of a request for voluntary transfer shall not be subject to the grievance procedure.

6.07 **Involuntary Transfer**

Should a vacancy occur for which no one has applied through the posting procedure, then the individual/small group instruction teacher with the least seniority in the required area of certification will be transferred to the vacant position.

6.071 **Elimination of a Position Due to Transition**

When the scope of work changes, the role of a particular small group instruction teacher may be determined to be more closely defined as a teacher in the Bay Teacher's Association. When this happens, the district may post a new position pursuant to the negotiated agreement between the BTA and the school district. Members of the BISGITA will be given first consideration for the newly posted position. Elimination of a BISGITA position will not result in a reduction of force within the bargaining unit.

6.072 Transition of Bargaining Unit

If the board considers the permanent transition of BISGITA bargaining unit positions to another bargaining unit (i.e., Bay Teachers Association), the board recognizes that there would be interim bargaining with the BISGI Teachers' Association and the Bay Teachers' Association regarding the terms and conditions of the transition.

6.073 Temporary Assignment to BTA Position

If it is determined that a BISGITA member will assume a BTA vacancy on a temporary basis, once the temporary position is concluded, the member, if they choose, shall be able to immediately resume their job with no lapse in pay or benefits in the BISGITA bargaining unit.

The member shall be compensated at their BISGITA rate of pay for the temporary position as determined by Article 6.118, Substitution.

The member's position within BISGITA's bargaining unit will be subbed by a qualified individual.

If other BISGITA members assist in the subbing of the member's job in the BISGITA bargaining unit, they are entitled to the rights under Article 6.033, Assignment Changes.

6.08 **Reduction in Force**

6.081 Procedures

The Board will follow O.R.C. 3319.17 in any decision to suspend the contract of an individual and small group instruction teacher as part of a reduction in force. When the Board deems it necessary to reduce staff in Bargaining Unit positions, it shall do so for declining enrollment in the District or among students served by individual/small group instruction teachers, the conclusion of a job sharing arrangement, territorial changes affecting District boundaries, individual/small group instruction teachers returning from leaves or from substitution positions within the District, or financial reasons.

- A. Reduction in force shall take place within the group of bargaining unit members and all displacement and recall rights shall be determined only with the group of bargaining unit members.

No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

Evaluations will be deemed comparable when teachers earn the same rating within a group as described below. The ratings used to determine each group will be the rating assigned for the three prior evaluations most recently completed prior to the notice of reduction in force (Accomplished, Skilled, Developing, or Ineffective). Comparison of the three year period shall be made by awarding points for each rating during the three year period. Accomplished = 4 points, Skilled = 3 points, Developing = 2 points, and Ineffective = 1 point.

Comparable ratings shall be determined by the total points for three years.

Group One = up to 4 points total

Group Two = 5 - 10 points total

Group Three = 11 - 12 points total

For a teacher with less than three evaluations, a single point will be added for each year to total three years. Within each teaching field affected by the staff reduction, all teachers will be ranked in the following priorities:

1. 1st Priority Teachers then currently on continuing contracts. Teachers within this priority will be placed in order first by evaluation rating group and then by seniority in the district.
2. 2nd Priority Teachers then currently on single year limited teaching contracts. Teachers within this priority will be placed in order first by evaluation rating group and then by seniority in the district.

B. Ranking Criteria

Within 1st and 2nd priorities as stated above, teachers will be ranked according to the following criteria:

1. Comparable evaluations.
2. Greater seniority of continuous and uninterrupted service by the teacher in the Bay Village City School District. (Seniority is figured from the initial date of hiring.) Length of continuous service will not be interrupted or affected by authorized leaves

of absence or layoff of not more than two (2) years due to a reduction in force.

3. Longer total length of service of the teacher which is defined as the total number of years of service by the teacher in the Bay Village City School District.
4. Higher current grade of Ohio certification.
5. Date of application received.

C. Factors Other than Seniority

Exceptions to preference for retention based on length of continuous service may be made to comply with State and Federal laws relating to employment matters or State requirements.

- D. The Board shall provide notification to the BISGITA and those persons affected by the proposed layoff by April 20th of each year.

6.082 Recall Rights

- A. Those whose continuing contracts are suspended under this Article shall have the right of restoration in continuing service status as individual/small group instruction teachers only in the order of seniority of service in the District if and when individual/small group instruction teaching positions become vacant or are created for which they are certified.
- B. Bargaining unit members who have ten (10) or more years of seniority with the District as of the date of Board action laying off such employee shall remain on the recall list for forty-eight (48) months.
- C. Bargaining unit members who have less than ten (10) years seniority with the District shall remain on the recall list for thirty-six (36) months from the date of Board action laying off such employees.
- D. For purposes of determining seniority, length of service as an individual/small group instruction teacher with the Bay Village City School District shall be the only consideration.
- E. A list of all individual/small group instruction teachers in the system by contract status, and continuous years of system-wide service in the Bay Village City Schools will be provided to the BISGITA President by January 1 annually.

6.09 **Payroll Deductions**

6.091 The Board of Education shall provide payroll deductions for the following areas:

- A. United Teaching Profession
- B. Credit Union
- C. Tax Sheltered Annuities
- D. Insurance
- E. Savings Bonds
- F. United Way and any other organization per Board of Education policy to which at least five employees contribute. No BISGITA member may have more than two (2) charitable organization payroll deductions.
- G. The OEA Fund for Children and Public Education (FCPE)
- H. Citizens for Bay Schools.
- I. Flex Spending Plan

6.092 **Time Limits**

- A. Teachers may request a change of deductions for Credit Union savings at any time during the school year. Requests must be presented to the Treasurer at last fifteen (15) days before the payroll date.
- B. Tax Sheltered Annuities may begin or be changed up to four (4) times per year. Contracts must be signed in the Treasurer's Office at least twenty (20) days before the pay day. Employees must follow applicable IRS regulations permitting only one change per calendar year.

6.093 **Administrative Charges**

There shall be no service fee or administrative charges for any of the above-stated payroll deductions.

6.094 Dues Deduction During Leave

In accordance with the BISGITA/OEA guidelines, members of the bargaining unit who are on leaves of absence are not excused from paying professional dues. When a leave is for a half year, as determined by the OEA guidelines, the teacher is entitled to a reduction in the dues structure. When taking a leave of absence which would result in the teacher not returning to work during that same school year, the balance of the annual dues will be deducted from the teacher's final paycheck before commencement of the leave of absence. If this deduction does not occur, the bargaining unit member, by virtue of membership, has agreed to pay the BISGITA as collection agent for OEA, NEA, NEOEA, and UniServ, upon demand, the remainder of the dues for the membership year.

Should a leave of absence extend beyond the end of one school year, the school District Treasurer, upon notification by the Treasurer of the BISGITA, shall deduct any unpaid portion of dues resulting from the leave of absence, from the first paycheck of the returning bargaining unit member. If this deduction does not occur, the bargaining unit member, by virtue of membership, has agreed to pay the BISGITA as collection agent for OEA, NEA, NEOEA, and UniServ, upon demand, the dues for the membership year as determined by OEA guidelines. The notification by the Treasurer of the BISGITA to the school District Treasurer shall include a signed and dated statement of authorization by the employee for the District to deduct the unpaid Association dues.

This notification must be received by the school District Treasurer the first of the month in which the deduction is to be made.

Board action to deduct unpaid dues from the final and/or first paycheck is an activity of the employer covered by the indemnification provisions of this negotiated agreement, Section 4.07.

6.10 **Payroll Reporting and Automatic Payroll Deposit**

6.101 Authorization

Automatic payroll deposit is required for all individual/small group instruction teachers.

6.102 Earnings Statement

Upon entry into the Automatic Payroll Deposit System (usually 2-3 weeks) each pay day the employee will receive an earnings statement showing gross salary, taxes, other deductions and net pay. The amount also will

appear on the employee's monthly bank statement prepared by the employee's bank.

6.103 Pay Periods

The Treasurer will schedule payments to be made bi-monthly until full payment is made for all reported and approved annual work hours. BISGITA members who are not on stretch pay will post daily work hours using an electronic time clock program as managed by the Treasurer. The time clock is not necessary for BISGITA members who are on stretch pay.

Effective July 1, 2019, all current members on stretch pay shall remain on stretch pay. All newly hired members shall be paid on stretch pay.

Members on stretch pay shall submit any approved additional hours on the appropriate form established by the District Treasurer. Additional hours will be paid with each pay period.

6.11 Work Schedules

6.111 School Year

The school year shall consist of no more than one hundred eighty (180) days. Each individual/small group instruction teacher shall receive notice of the tentative number of days for her/his individual schedule along with the May 15 contract notice.

A. In-Service Day(s) and Work/Team Days -- District

All bargaining unit members will be assigned to be in attendance for in-service days and work days scheduled for the Bay Teachers' Association. Individual members shall work these dates unless on approved leave or otherwise excused by the Principal for unpaid time.

**In lieu of attendance at building parent conferences, the BISGITA members may use equivalent time for parent conferences related to their specific role. (i.e. Reading Club parent meetings)

187 Teacher Days = 177 Student Days = 3 Data Days = 7 Teacher Work Days As defined below	Description of Work
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Data Day 1	October Data Day
Data Day 2	Mid Year/End of Winter Break Data Day
Data Day 3	February Data Day
Teacher Work Day 1	½ Day Inservice and ½ Day Workday
Teacher Work Day 2	½ Day Building Meetings ½ Day Workday
**Teacher Work Day 3	Conferences (Day)
**Teacher Work Day 4	Conferences (Night)
Teacher Work Day 5	Teacher Workday (Semester 1)
Teacher Work Day 6	Teacher Workday (Semester 2)
Teacher Work Day 7	Asynchronous Compliance Training September 15 th – Deadline Failure to complete training by deadline = Dock Day

- B. Bargaining unit members may have up to one additional day prior to the start of the school year for preparation and planning to meet the individual needs of students. Bargaining unit members shall document this day and submit proof of their work in a time sheet to the Treasurer’s office no later than September 30th.

6.1110 IEP Preparation

BISGITA members will be granted the equivalent of one (1) day (either one full day or two (2) ½ days) per semester (which will be mutually agreed upon with the building administrator) to be used for IEP preparation and progress report completion which must be done/completed on District property.

6.112 Planning/Collaboration/Conference Time (non-student contact)

All teachers will have a minimum of forty-five (45) consecutive minutes of planning time per work day.

6.113 Duty-Free Lunch

Individual/small group instruction teachers who work five (5) hours or more per day will be provided a minimum of a thirty (30) minute duty-free, unpaid lunch period. A reasonable effort will be made by the administration to schedule the lunch period during the normal lunch period(s) at the building where the teacher is scheduled for that day. In cases where the instruction teacher at the high school or elementary school elects not to schedule a lunch period, the teacher will sign a waiver form (Appendix M) and forward said form to the Treasurer's Office.

6.114 Meeting Attendance

Each individual/small group instruction teacher shall be paid the appropriate hourly rate for attending committee meetings, in-service meetings, open houses and staff meetings as requested and mutually agreed to by the principal and the individual/small group instruction teacher.

6.115 Student Absence

Each individual/small group instruction teacher shall be paid for scheduled time even if the student(s) to which she/he is assigned is absent. During such periods, the individual/small group instruction teacher shall remain in her assigned building and shall perform related professional duties, which may include tutoring of other students, as determined by the principal after consultation with the affected individual/small group instruction teacher.

6.116 School Closings

On days when schools or a school building is closed or delayed as a result of inclement weather or any other public calamity ("Calamity Days"), individual and small group instruction teachers shall not be required to report for work during the closure or delay and, furthermore, will not be docked pay.

Makeup days or hours shall not be scheduled if the number of Calamity Days does not exceed the student hour equivalent of five (5) school days. Makeup days or hours for professional development and/or student instruction may be scheduled by the Board at the Superintendent's discretion in the event the number of Calamity Days exceeds the student hour equivalent of five (5) school days. The Board shall identify on its annual school calendar the days or hours during the regular school year that may be used in the event makeup days or hours are scheduled at the Superintendent's discretion. It is understood that the individual and small group instructors shall report for the makeup days or hours identified above with no further compensation for those days or hours.

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

6.117 Professional Development and Teacher Learning Circles

Attendance at committee meetings and at said in-service programs will be paid at the individual/small group instruction teacher's hourly rate of pay.

6.1171 Purpose

Teacher Learning Circles that were established in the 2019-2020 school year will continue on a voluntary basis. The purpose of Teacher Learning Circles shall be to provide professional growth opportunities to all teachers and individual/small group instruction teachers through collaboration and meaningful professional learning.

6.1172 Teams and Topics

- A. A Teacher Learning Circle will include a minimum of three (3) or more teachers and/or individual/small group instruction teachers. Teachers and/or individual/small group instruction teachers may choose their own Learning Circle. Learning Circles may include teachers and/or individual/small group instruction teachers from different buildings.
- B. Each Learning Circle will choose a professional learning topic and objectives in collaboration with their building principal for professional study.
- C. Teachers and/or individual/small group instruction teachers may submit a request for the purchase of materials in relation to their research topics. District materials shall be considered before any new materials are purchased. New materials must be approved within an established budget.

6.1173 Other Parameters

- A. Individual/small group instruction teachers may receive CEUs or semester hours (with the necessary additional hours of work as required by the University) for submission to the Local Professional Development Committee established in Section 10.04 of the Agreement.
- B. Teacher Learning Circles will not be used in teacher evaluations.

- C. Individual/small group instruction teachers will not be required to align their professional development plans to work performed in relation to Teacher Learning Circles.
- D. Learning Circle concerns will be brought to the Labor Management Committee. Any revisions to the parameters of the program must be by mutual agreement.

6.118 Substitution

Substitution for regular classroom teachers shall be voluntary by BISGIT Association members. Substitution can occur outside of regularly scheduled hours and the BISGI teacher will be paid their regular hourly rate.

6.119 Committee Meetings

Participation in all district committees shall be voluntary.

6.12 **Special Curriculum Projects**

Special curriculum projects may be undertaken for work done before or after the student year by individual/small group instruction teachers in preparation for and development of strategies and modifications needed to implement regular education curriculum for identified students. BISGITA members shall be compensated at the individual/small group instruction teacher's hourly rate of pay in effect at the time of payment as indicated in Article X, Salary Schedule and Compensation. The following guidelines shall prevail:

6.121 Initiation of Proposal

Individual/small group instruction teachers may request that a specific curriculum project be undertaken by submitting a plan in writing to the principal. The principal will evaluate the project in terms of the needs of the school and forward it to the Superintendent or his/her designee for his/her consideration.

6.122 Certification of Hours Worked

The individual/small group instruction teacher will submit the hours worked to the principal. Upon the principal's determination that the project has been submitted and completed, he/she will certify the hours not to exceed those approved by the Superintendent, to the Superintendent.

1. If the individual/small group instruction teacher, in mid-project, believes the project will require more time than originally approved, she/he should so advise the Superintendent or his/her designee and ask approval for added hours.

2. Curriculum work may also be approved for days school is not in session during the school year.

6.123 Voluntary Basis

When possible, all curriculum work shall be on a voluntary basis.

6.13 **Regular Curriculum Work**

6.131 Purpose

Individual/small group instruction teachers may be appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum.

6.132 Member Selection

Committee members shall be selected from those who volunteer. Representation of all grades and buildings on all K-12 committees is encouraged.

6.133 Meeting Conflicts

In the event that a curriculum committee meeting falls on a day that the individual/small group instruction teacher is scheduled to work, that individual/small group instruction teacher shall have the opportunity to complete the hours of instruction on another day that is not a regularly scheduled day.

6.134 Professional Development Credit

The LPDC will consider as approved for use on an IPDP the following activities:

- 1 hour of Voluntary Subbing, in lieu of pay, will be .1 CEU
- 1 hour of training done through Public School Works .1 CEU
- Participation in each district data day .7 CEU
- Participation in Teacher Learning Circle – contact hours based on TLC
- Participation in the start of school ½ day of professional learning .4 CEU
- Participation in any district developed professional learning – CEU's based on time
- Any activity that has been vetted and approved by the LPDC

6.135 Compensation

BISGITA members shall be compensated at the individual/small group instruction teacher's hourly rate of pay in effect at the time of payment, as indicated in Article X, Salary Schedule and Compensation.

6.14 Personnel Files

6.141 Official File

The personnel file for each individual/small group instruction teacher shall be maintained at central office by the Director of Human Resources Office. The file shall be the only official file and shall be confidential. Upon request at any reasonable time, an individual/small group instruction teacher shall have the right to review all items in his/her own file except those letters of reference or recommendation which are confidential. Copies of up to five (5) items shall be provided at Board expense. Additional copies shall be provided at cost.

6.142 Principal's File (Electronic and Paper)

In addition, building administrators may maintain a file for individual/small group instruction teachers assigned to that building. A single paper file and single electronic file for each individual/small group instruction teacher may be maintained by the evaluator. Supplemental contract evaluation information and other related documents will also be a single file and shall be kept separate from the individual/small group instruction teacher evaluation file. The paper and electronic files may be examined by the individual/small group instruction teacher or BISGITA on request to the building administrator.

All provisions of this section (6.142) also apply to files related to supplemental contracts held by the bargaining unit member. Completed supplemental evaluations will be placed in the personnel file at the Superintendent's office.

- A. The principal's file will contain only evaluation forms, observation forms, written concerns and plans for assistance as stipulated in Article VII. These items also shall be maintained in the central file.
- B. The principal's file shall be governed by all provisions of Section 6.14.
- C. No parental letters or notes regarding any discussions with parents or students will be kept in the principal's file.

- D. The principal's paper file will be expunged at the end of each school year. However, the evaluator may maintain an electronic file of the completed evaluation form for each individual/small group instruction teacher, including individual/small group instruction teacher rebuttals, through the conclusion of the next evaluation cycle.

6.143 Anonymous Material

No material shall be placed in the individual/small group instruction teacher's file which comes from an anonymous source.

6.144 Prior Inspection of Material

Material, such as evaluations and written concerns, which are placed in the employee's personnel file, shall be shown to the employee prior to their being placed in the file. Material to be placed in the individual/small group instruction teacher's file that relates to the performance of professional duties shall be placed in the file within 15 working days of the event or situation that gave rise to the material and/or notation. The employee shall acknowledge within five (5) school days that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not indicate agreement with its content. The refusal of an individual/small group instruction teacher to sign such material shall not prevent said item from being included in the file.

6.145 Rebuttal Material and Removal

An individual/small group instruction teacher may attach a written statement of reply to any item which is placed in his/her personnel file. Any individual/small group instruction teacher who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent, or his designee, to study the validity of the employee's claim. Any information which is found to be inaccurate or irrelevant shall be removed from the employee's file.

Any material removed from an individual/small group instruction teacher's personnel file shall be retained to the extent required by law – e.g., any document that is a public record shall be maintained in accordance with the District's records retention schedule.

6.146 File Inspection Log

To the extent permitted by law, any person who is not an employee of the Bay Village City Schools who examines an individual/small group instruction teacher's personnel file shall sign his name on the appropriate

form indicating the date the file was examined and the purpose of the examination.

6.147 Advance Notice

To the extent permitted by law, Individual/small group instruction teachers shall be given 24 hours advance notice of the name of the non-school employee who requests to examine the individual/small group instruction teacher's file.

6.148 Restrictions

Any written material relative to an individual/small group instruction teacher that is not found in the individual/small group instruction teacher's personnel file shall not be used in any evaluation of the individual/small group instruction teacher nor used in any employment-related decision.

6.15 Parental Complaints

6.151 Procedure

A. Step One

If an administrator receives a complaint about an individual/small group instruction teacher from a parent, the administrator shall advise the parent to discuss the matter with the child's individual/small group instruction teacher and give the individual/small group instruction teacher an opportunity to correct any possible error or misunderstanding that has occurred. If a meeting is scheduled between an individual/small group instruction teacher and parent, either the individual/small group instruction teacher or the parent may request that the principal be present. If the parent does not contact the individual/small group instruction teacher within ten (10) school days, or a mutually agreed-to time, the complaint will not become a matter of record.

B. Step Two

If the parent's complaint is not handled to the parent's satisfaction, the parent may bring the complaint to the principal. If an office conference is to be held, the principal shall request, and may require, the individual/small group instruction teacher to be present. It is understood that the complaint will have been previously discussed by the individual/small group instruction teacher and principal.

C. Step Three

If the parent's complaint is still not resolved, the parent may bring the complaint to the Superintendent of Schools, who will discuss the complaint with all parties concerned in an attempt to reach a resolution.

D. Step Four

If the complaint remains unresolved, the Board of Education may be asked to consider it. If the Board considers the problem, all parties concerned will be in attendance and have an opportunity to speak in their behalf.

6.152 Requirements

Any complaint shall be brought to the individual/small group instruction teacher's attention if it is of major importance or which may become a part of the individual/small group instruction teacher's personnel file. In advising the individual/small group instruction teacher of said complaint, the administrator shall inform the individual/small group instruction teacher of the name of the complaining party and the nature of the complaint.

6.153 Written Rebuttal

The individual/small group instruction teacher shall have the opportunity to rebut the complaint and attach a written rebuttal if he/she deems it necessary.

6.154 Restrictions

- A. Complaints that are not brought to the individual/small group instruction teacher's attention shall not become a matter of record, nor shall they in any way affect that individual/small group instruction teacher's employment.
- B. The filing of a complaint will not affect the treatment of the complainant's child or children by the staff.
- C. The fact that a parent requests a specific individual/small group instruction teacher for their child, or the fact that a parent requests that their child not have a particular individual/small group instruction teacher, shall not be recorded in the individual/small group instruction teacher's file, nor used in evaluation or for employment decisions.

- D. This provision shall not apply to alleged criminal offenses or alleged conduct which is subject to mandatory reporting under ODE's Professional Conduct/Licensure Standards.

6.16 **Local Professional Development Committee**

6.161 Purpose

Pursuant to O.R.C. 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a local professional development committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. The LPDC and its individual members shall be responsible for complying with state law and regulations.

LPDCs were created by ORC 3319.22 to review coursework and professional development activities completed by educators to determine if state certification and development activities completed by educators to determine if state certification and licensure requirements have been met. The LPDC and its individual members shall be responsible for complying with state law and regulations.

The primary responsibility of the Local Professional Development Committee (LPDC) is to review educators' Individual Professional Development Plans (IPDPs) and ensure that the identified goals and strategies are relevant to the needs of the district, the school, the students and the educator, and to approve District programs for CEU credit.

Local Professional Development Committees (LPDCs) are expected to align their work to the Ohio Professional Development Standards, including the use of standards-based criteria to evaluate Individual Professional Development Plans (IPDPs).

The LPDC and its individual members shall be responsible for complying with state law and regulations.

6.162 Committee Members

The LPDC shall have four (4) teacher members appointed by the BTA President, one (1) individual/small group instructor teacher appointed by the BISGITA President, and two (2) administrator members appointed by the Superintendent. Vacancies shall be filled in the same manner.

6.163 Term of Office

The term of office for the LPDC members shall be a minimum of three (3) years.

6.164 Compensation

The LPDC members shall be compensated at .00084 of a teacher Bachelor degree base salary as negotiated in the Bay Teachers Association Negotiated Agreement per work hour for a total of 375 total hours for LPDC annually.

6.165 IPDP Plan Process Training

The LPDC will be responsible for developing and implementing appropriate training opportunities, materials, and tutorial videos/screencasts to explain the professional learning plan process and the function of the LPDC. These materials will be made available to all professional staff.

6.166 Operational Supports

The Board will provide the LPDC with meeting space. A central office administrative assistant will be designated to attend LPDC meetings as a non-participatory member. He/she will provide the LPDC, by September 30 of each year, with a list of the teachers whose license(s) will expire at the end of that academic year, maintain the LPDC pre-approved activity list, verify that transcripts have been received by the district and are included in the employee permanent file, and update necessary information/forms on the district website.

The LPDC chair shall meet annually with the Superintendent or designee to set the number of compensated hours for members and determine an expense budget for the succeeding fiscal year.

6.167 Appeals Process

The LPDC will establish an appeals process following state guidelines.

6.168 Committee Autonomy

The LPDC shall establish its rules and operating procedures to include:

- A. scheduling of meetings
- B. defining a quorum
- C. determining LPDC member training
- D. all other items required by the law

6.169 Release Time

The LPDC members shall be granted release time to attend regional or state training programs not available outside the school day.

6.1610 Determination of CEU/s/Semester Hours/Seat Time

The LPDC Committee will be responsible for approving an IPDP plan that includes a total of 6 semester hours or 18 CEUs or 180 contact hours over a period of 5 years for each professional employee. (Reference the ODE CEU Conversation Chart)

<https://education.ohio.gov/getattachment/Topics/Teaching/Professional-Development/LPDC-s/LPDC-Forms/CEU-Conversion-Chart-Nov-2019-002.pdf.aspx?lang=en-US>

The LPDC Committee will be responsible for developing a vetting process, referencing the Ohio Professional Learning Standards and sample forms contained on the ODE LPDC resource page, for any IPDP activity that is not included on the district pre-approved list. This process will be reviewed every 3 years. If the LPDC Committee cannot reach agreement on a process, the Superintendent or his/her designee will serve as a facilitator to come to consensus.

6.1611 Dual Purpose Transcribed Credit

Professional staff who intend to use transcribed university credit for a pay increase in addition to their licensure renewal, must meet the criteria outlined in Section 6.023.

6.1612 District Automatically Approved Activities

The LPDC will consider as approved for use on an IPDP the following activities:

- 1 hour of Voluntary Subbing, in lieu of pay, will be .1 CEU
- 1 hour of training done through Public School Works .1 CEU
- Participation in each district data day .7 CEU
- Participation in Teacher Learning Circle – contact hours based on TLC
- Participation in the start of school ½ day of professional learning .4 CEU
- Participation in any district developed professional learning – CEU's based on time
- Any activity that has been vetted and approved by the LPDC

6.1613 Administrators

Whenever an administrator's course work plan for certificate/license renewal is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members (classroom and individual/small group instruction) voting on the plan. The teacher (classroom or individual/small group instruction) member present, whose term of office expires last, shall be the voting committee member.

6.17 **Mileage Reimbursement**

Individual/small group instruction teachers who drive their personal automobiles in the performance of their duties shall be reimbursed at a rate equal to that established by the IRS.

6.171 Form Submission

Upon the submission of the district mileage report form during the applicable school year and the approval of the Superintendent, said individual/small group instruction teacher shall be reimbursed for the preceding month's mileage.

6.172 Payment Election

Individual/small group instruction teachers may elect to have payments made at the end of each semester.

6.18 **Job Sharing – BISGITA Position**

6.181 Subject to approval of the Superintendent, job sharing is a voluntary arrangement between two (2) individual/small group instruction teachers to share one (1), five-day per week, BISGITA teaching position.

6.182 Job sharing arrangements are approved for one (1) year only. Job sharing partners may reapply for each subsequent year they wish to continue the arrangement.

6.183 Individual/small group instruction teachers are responsible for identifying prospective job sharing partners. First consideration will be given to current members of the BISGITA bargaining unit who wish to be considered for job sharing arrangements. Current members of the Bay Teachers' Association may be considered when no current BISGITA bargaining unit member has declared interest in a job sharing arrangement.

- A. When a BISGITA bargaining unit member has difficulty finding a member of the bargaining unit who is interested in a job-sharing proposal, the member will so notify the President of BISGITA prior to February 1.
 - B. The BISGITA President will then notify the membership that a member is seeking a job-sharing partner through building representatives.
 - C. If a partner is not found from the BISGITA membership by February 15, the BISGITA President will notify the President of the Bay Teachers' Association of the interested party.
- 6.184 Individual/small group instruction teachers who wish to job share must submit annually a written comprehensive application or letter of interest for such arrangement to the affected building principal and provide a copy to the Superintendent by March 1. Comprehensive applications will be required where the job share arrangement has been in place for two (2) full school years or less or where one of the job share partners would change. Where the arrangement has been in place for more than two (2) full school years and where the partners will continue unchanged, individual small group instruction teachers must submit a letter of interest to continue for the following school year. Where required, comprehensive job sharing applications will:
- A. confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;
 - B. include a plan describing the teaching techniques, methods and evaluation practices of the proposed partners, and how these will be implemented to insure compatibility, consistency, and continuity of instruction; and
 - C. specify the manner in which the position will be split.

Following submission of the application/letter of interest, the proposed job sharing partners will arrange to meet with the principal of the building to discuss their application by March 15th.

- 6.185 Job sharing arrangements will be approved or rejected by the Superintendent by April 1. The decision of the Superintendent to approve or reject an application is not subject to the grievance procedure.
- 6.186 Job sharing partners will attend the first five (5) student days of the year, as well as all contractually mandated in-service days. Partners who wish to attend less than the first five (5) student days will submit a written rationale

describing how they will insure student and parent understanding of the job share and continuity of instruction. This proposal will be approved or rejected by the Superintendent as part of his/her consideration of job sharing arrangements for the following school year. The individual hourly salary paid to job sharing partners includes attendance on the days and at the events here specified.

6.187 Job sharing partners will be given priority for the opportunity to serve as a substitute for their absent partner at the hourly rate.

6.188 The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force under Section 6.08.

6.19 **Job Sharing – BTA Position**

If initiated by a member of the BTA, individual/small group instruction teachers may be an equal participant in any BTA Job Sharing arrangement, subject to the same provisions described in the BTA Agreement.

6.20 **Entry Year Mentor Program (Resident Educator)**

The Ohio Department of Education Guidelines for Resident Educators will serve as the district's program.

6.201 Compensation

For each resident educator the assigned mentor will receive a stipend of the following: \$ 1163 In addition, mentors will be compensated at their hourly rate for attendance at quarterly after school mentor workshop sessions and a minimum of two (2) after school support meetings with their assigned entry-year individual/small group instruction teacher.

Entry-year individual/small group instruction teachers will be compensated at his/her hourly rate of pay for attendance at after school meetings as required by the District Mentor-Entry Year Planning Committee.

6.202 Mentor Assignments

Reasonable effort will be made to assign entry year individual/small group instruction teachers to a qualified mentor from within BISGITA.

6.21 **Certification/Licensure**

All bargaining unit members whose teaching assignment involves the instruction of students with Individual Education Plans (IEPs) must meet one (1) of the following two (2) conditions for district employment:

- A. Full current state certification/licensure in special education as an Intervention Specialist

OR

- B. Eligible for an Ohio Department of Education Supplemental license (or other appropriate temporary endorsement) as an Intervention Specialist. This includes the completion of six (6) semester hours of coursework with an accredited college or university as part of a preparative program of obtaining full licensure in special education as an Intervention Specialist. A minimum of six (6) semester hours must be completed before the start of every school year until full licensure is obtained pursuant to ODE regulations for licensure. Failure to do so will result in forfeiture of employment with the school district.

6.22 Social Media

The parties recognize the impact that disparaging social media posts can have on the educational environment of the District and within the classroom. As such, the parties agree to the following:

1. To the extent appropriate, District administrators will attempt to make contact with the parents and/or students to request that any disparaging or otherwise inappropriate social media posts about BISGITA members by parents or students be removed from the relevant social media site.
2. To the extent permissible under the law, students shall be disciplined in accordance with Board Policies, Acceptable Use Policy, student handbook or applicable law for harassing or threatening social media communications toward the school community.
3. Unless required by law, Board Policy, the negotiated agreement, or the Licensure Code of Professional Conduct, any complaints originating from social media posts shall not be pursued by Administration for disciplinary action against BISGITA members.

ARTICLE VII - EVALUATION

7.01 Evaluation Procedures

The following procedures supersede and take the place of the provisions of Revised Code Sections 3319.11 and 3319.111 with respect to evaluation of individual/small group instruction teachers:

7.02 **Timelines**

7.021 **Evaluation Schedule Explanation**

Before September 15 the individual/small group instruction teacher will be informed of the administrator assigned to complete the annual evaluation. Before October 15 – an explanation of the procedure to be followed shall be given to all individual/small group instruction teachers scheduled for evaluation in that year.

7.03 **Forms**

The forms to be used in the observation and evaluation process are found in the Appendix J (modified Ohio Teacher Evaluation System- OTES). The modified form will be as approved by a committee including representatives of the administrative team and BISGITA.

A committee made up of at least two (2) Association members appointed by BISGITA, and two (2) Administration members will be formed to review the newly adopted framework and make recommendations to the bargaining teams regarding the evaluation framework and the development of the necessary observation forms.

7.04 **Scope and Purpose**

- A. **Evaluation Cycle:** The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.
- B. **Evaluation Factors:** The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.
- C. **Evaluation Framework:** The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).
- D. **Evaluation Instruments:** The forms used by the teacher's evaluator. The approved evaluation instruments when completed will be attached to this agreement as an appendix to this document.
- E. **Evaluation Procedure:** The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

- F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.
- G. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors.
- H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
https://docs.google.com/document/d/1NEOesTsSxsA3J-CGOCA7h1g_ORy_2QNpgng8uwVC02w/edit
- HQSD Verification FORM
 - HQSD Guidance TOOL
- I. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).
- J. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.
- K. Professional Improvement Plan: Any ISGIT rated as ineffective or developing will write a Professional Improvement Plan in cooperation with their evaluator.
- L. Teacher – Member of BISGITA
- Required to have the proper certification licensure to provide appropriate intervention services to meet individual student needs.
- M. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the modified Ohio Department of Education rubric developed by the committee.

Purpose

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

7.05 **Application**

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
 1. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.
 2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.
- B. The District shall not conduct an evaluation for any teacher who:
 1. Was on leave for fifty percent (50%) or more of the school year;
 2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;
 3. Is a substitute teacher.

7.06 **Standing Joint Committee For Teacher Evaluation**

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

A. Committee Composition

1. The committee shall be comprised of 5 Association members appointed by the Association President and 4 members appointed by the Superintendent/designee, including two members of BISGITA.
2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas within the District.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee.
2. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.
3. The committee agenda shall be developed jointly by the co-chairpersons of the committee.
4. All decisions of the committee shall be achieved by consensus.
5. Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work. This could include up to a full work day of committee work.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
2. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

7.07 **Evaluators**

Qualifications and Assignment

- A. Each evaluator shall be an employee of the Bay Village School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.
- B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.
- C. Evaluator assignments shall be made pursuant to the following requirements:
 - 1. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.
 - 2. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.
 - 3. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.
 - 4. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.
 - 5. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.
- D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

7.08 **Orientation and Professional Learning**

Professional Learning

- A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional learning and sufficient financial resources to support the professional learning required by this agreement.
- B. No later than September 15 of each year, the Committee shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD). After the first year, this training can be offered to interested parties and can use an on-demand model.
- C. Evaluators
 - 1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or recredentialing training and have passed said assessment.
 - 2. The evaluators will have access to digital resources including instructions on the purpose, mechanics, and dimensions of the evaluation procedures.
 - 3. Instructions for evaluators shall be supplemented by a yearly district evaluator meeting where district evaluators participate together in recalibration activities.
 - 4. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President within ten (10) days of the District becoming aware of the failure.
- D. Teachers
 - 1. Each teacher will have access to digital resources on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.
 - 2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

7.09 **Evaluation Structure and Procedures**

Schedule of Evaluation

- A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.
- B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

Criteria for Performance Assessment

- A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as an Appendix of this contract.
- B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.
- C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
- F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.
- G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

Observations

A. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.
2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than March 15.
3. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.
4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days.
5. A teacher may request a formal observation at any time in addition to those required by this procedure.
6. All formal observations shall be announced.

B. Observation Conferences

1. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation.
2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 5 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's improvement plan.
3. The evaluator shall provide the teacher with digital copies of all documentation via the agreed upon District Evaluation platform.

Walkthroughs

Focused classroom walkthroughs are determined by rubric areas during the holistic observation when possible. If the walkthrough does not find evidence of the defined area, the additional information can be used in determining the holistic rating. For example, focus areas might include:

- Delivery
 - Intervention Deliver
 - Differentiation
 - Classroom Environment
 - Student Engagement
 - Knowledge of Students
- A. The walkthrough shall be at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.
 - B. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) work days following the walkthrough.
 - C. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations of the evaluator.
 - D. At least 2 but not more than 4 walkthroughs shall be conducted in each evaluation cycle.

7.10 **High Quality Student Data (HQSD)**

- A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). Members of BISGITA may utilize any HQSD that is associated with the students that they are working with. There is no expectation that they will create a unique instrument to acquire HQSD.
- B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.
- C. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.
- D. All vendor assessments being considered for use will be vetted by the Evaluation Committee.

- E. In April of each year, the Committee will review any vendor provided sources of HQSD and will update the list accordingly.
- F. HQSD shall be used as evidence in any component of the teacher’s evaluation related to the following:
 - a. Knowledge of the students to whom the teacher provides instruction;
 - b. The teacher’s use of differentiated instruction practices;
 - c. Assessment of student learning;
 - d. The use of assessment data;
 - e. Professional responsibility and growth.

Teachers may choose HQSD from the following categories: https://docs.google.com/document/d/1NEOesTsSxsA3J-CGOCA7h1g_ORy_2QNpng8uwVC02w/edit			
<i>Ohio State Testing Value Added Data</i>	<i>Vendor Assessment Data- As Vetted by District Committee</i>	<i>Adopted Program Assessments – there needs to be a protocol for administration</i>	<i>Locally created common assessments – Must be reviewed by Dir. of Teaching and Learning</i>
REQUIRED TO USE AS ONE MEASURE OF HQSD IF AVAILABLE			

- G. No evaluation Factor shall be impacted by student performance on a state mandated assessment.
- H. HQSD shall not be aggregated to provide “shared attribution” among teachers in a District, building, grade, content area, or other group.

7.11 Professional Improvement Plans

- A. Professional improvement plans shall be developed as follows:
 1. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan based on the modified evaluation rubric, in collaboration with their assigned evaluator, to define expectations of improvement.
 2. If a teacher and evaluator are unable to agree on the evaluator’s expectations for the improvement plan, the teacher may request the District Director of Human Resources to serve as an arbitrator between the teacher and the evaluator toward development of the improvement plan.

- B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support teachers on improvement plans.
- C. A teacher on their first year of employment with the District shall not be placed on an improvement plan if the District is electing to continue employment.
- D. The improvement plan shall include:
 1. Specific, measurable instructional practices to be observed;
 2. Specific, evidence-based resources, and assistance to be provided;
 3. Clearly articulated timelines for the completion of the plan; and
 4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,
 5. Shall utilize the form to be developed by the OTES 2.0 committee.
- E. Improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended. If the District or Building is not on an improvement plan, then improvement plans shall be aligned to the teacher's evaluation and the District Strategic Plan.
- F. No Improvement Plan will have more than two (2) achievable goals per Evaluation Cycle.

7.12 Mentor Teacher For Teachers On An Improvement Plan

- A. The District will commit to creating a Teacher Mentor Cadre (TMC) to support teachers who are placed on an improvement plan. Each Teacher Mentor Cadre member will receive specific training on effective coaching practices. The Teacher Mentor Cadre will be made up of teachers from across the district. They will be provided with release time for training and for mentoring. The Director of Human Resources and The Director of Teaching and Learning will develop a training model. The Teacher Mentor Cadre will be assigned to a mentee by the Director of Human Resources. Where possible, a teacher from the building would be selected.
- B. Role of the Teacher Mentor Cadre Member
 1. The mentor teacher shall possess continuing contract status and have a minimum of 3 consecutive years of teaching experience in the District.

- a. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.
- b. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

C. Release Time/Compensation

- a. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.
- b. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend of \$400 dollars for each mentee.

D. Protections

- a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions, unless required by law or a violation of the Ohio Code of Ethics for Teachers.
- d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.
- e. No data collected through the Ohio Resident Educator or Teacher Mentor Cadre Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.
- f. If there are no Teacher Mentor Cadre Members available, a mentor will not be assigned to the teacher on an improvement plan.

7.13 Finalization of Evaluation

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. A digital signature is acceptable.

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the modified evaluation rubric. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.
2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.
3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.
5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.
6. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating.
7. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating.

8. The Superintendent or designee shall annually file a report to the ODE including only the following information:
 - a. the number of teachers for whom an evaluation was conducted;
 - b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

9. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information is transmitted outside of the District.

7.14 **Due Process**

- A. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.
- B. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.
- C. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.
- D. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate

contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

- E. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.
- F. The Board shall amend its evaluation policy to conform to the terms of this agreement.
- G. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 30 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy.

ARTICLE VIII – WORKING CONDITIONS

8.01 Joint Committee

8.011 Purpose

All instructional materials, including but not limited to published teacher “kits”, computer programs, audio materials, classroom teacher generated materials, assessment materials, teacher “keys”, and teaching manuals, shall be made available in a timely fashion to each individual/small group instruction teacher who is IEP responsible for the respective subject matter. Upon request of the BISGITA, a committee shall be formed to address concerns related to, but not limited to, instructional materials, equipment, and individual/small group instruction teacher work stations, both within the inclusion classroom setting as well as in the individual/small group instruction room. Meetings of this committee shall be convened upon the request of either the President of BISGITA or by the Superintendent or his/her designee.

8.012 Committee Members and Initiation Date

This committee shall consist of the following members: One BISGITA member from each building, appointed by the BISGITA President, the Director of Student Services and the Director of Curriculum, the Superintendent or his/her designee, and two building principals appointed by the Superintendent or his/her designee.

8.02 Occupational Safety and Health

8.021 Internal Reporting Process

The Board and BISGITA desire to deal with health and safety complaints internally first. Accordingly, neither the BISGITA nor any member of the bargaining unit may file a complaint with the Ohio Department of Industrial Relations, subject to the exception below, until the internal procedure here described has been followed. The bargaining unit member or BISGITA may complain directly to the Ohio Department of Industrial Relations concerning a condition which the bargaining unit member or BISGITA, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her or other members of the bargaining unit.

- A. The member or BISGITA shall use the incident/observation form found in the Appendix of this Agreement to file a complaint concerning an alleged health or safety problem. The form shall be sent to the building principal, who will arrange a meeting with the complaining party within five (5) work days of the principal's receipt of the complaint.
- B. If the principal does not resolve the alleged violation to the satisfaction of the complaining party, the party may file a formal complaint with the Treasurer within two (2) work days after the conference with the principal. The Treasurer will respond to the complaint within two (2) work days.
- C. If the Treasurer does not resolve the alleged violation to the satisfaction of the complaining party, the party may appeal her/his complaint to the Superintendent in writing within two (2) work days of her/his receipt of the response from the Treasurer. Should the Treasurer not respond, the member or BISGITA must file their appeal with the Superintendent within two weeks of the due date of the Treasurer's response. The Superintendent or designee shall meet with the complaining party to try to resolve the violation and, within five (5) days of that meeting, shall provide a written response.

- D. If the member or BISGITA remains unsatisfied, they may exercise additional procedures and rights under O.R.C. 4167.
- E. Should a bargaining unit member elect to exercise her/his right to refuse work under Revised Code Section 4167.06 because of a condition which the member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, the member must immediately notify the building principal of the condition. The member may be temporarily reassigned with no loss in pay or reduction in hours while the condition is being investigated or remedied.

8.03 **Chronic Communicable Diseases – Teacher**

8.031 Purpose

- A. The purpose of these procedures is to describe the manner and method(s) of handling the issues raised when an individual/small group instruction teacher is infected with a chronic communicable disease (CCD).
- B. These procedures do not prohibit the admission of CCD-infected individual/small group instruction teachers to work. There will be no mandatory testing to determine if an individual/small group instruction teacher is CCD-infected. Decisions about each CCD-infected individual/small group instruction teacher are to be made on a case-by-case basis.

8.032 Governing Practices

- A. An individual/small group instruction teacher who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an individual/small group instruction teacher with any other medical disability.
- B. The Employer shall not discharge any individual/small group instruction teacher nor otherwise discriminate against any individual/small group instruction teacher with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such individual/small group instruction teacher has contracted a chronic communicable disease.
- C. Admission or exclusion of an individual/small group instruction teacher infected with a CCD is a medically oriented problem requiring guidance from medical professionals.

8.033 Procedures

- A. When a CCD-infected individual/small group instruction teacher either voluntarily discloses his/her diagnosis or is identified via medical documentation from a physician, notification shall be made to the Superintendent who will notify the Bay Village City Schools' physician.
- B. The school physician shall notify the Bay Village health commissioner.
- C. The CCD-infected individual/small group instruction teacher shall direct the release to the school physician of pertinent medical information from the CCD-infected individual/small group instruction teacher and health care provider(s) upon written request of the Superintendent. The school physician will share the information with the medical review team.
- D. The school physician shall convene a medical team within seven (7) days of the identification/documentation in order to review the individual/small group instruction teacher's medical status and make appropriate recommendations(s) to the Superintendent. Such review team shall be comprised of:
 - 1. The individual/small group instruction teacher's primary care physician
 - 2. A physician specializing in infectious diseases
 - 3. Physician, Bay Village Health Department
 - 4. A school physician, who shall act as chairperson of the medical review team.
- E. The medical team shall review the individual/small group instruction teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the CCD-infected individual/small group instruction teacher through the individual/small group instruction teacher's primary care physician.
- F. The review team shall submit a written report of its findings and determinations to the Superintendent within ten (10) calendar days. The team's written report should reflect the views of all members of the medical review team. A copy of all reports shall be simultaneously provided to the individual/small group instruction teacher in question.
- G. The Superintendent will make a decision based on medical information concerning employment status/assignment within two (2) calendar

days after receiving the written report of the medical review team. An individual/small group instruction teacher who is excluded from work/reassignment shall be (1) entitled to normal paid sick leave benefits (2) entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired (3) entitled to apply for disability retirement benefits, if eligible, at any time. An individual/small group instruction teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as CCD-infected.

- H. An individual/small group instruction teacher disputing the Superintendent's recommendation may file an appeal with the Ohio Civil Rights Commission.

8.034 Confidentiality

Information about the identity and condition of a CCD-infected individual/small group instruction teacher shall not be disclosed by the medical review team or by the Superintendent to anyone other than the principal and nurse at the CCD-infected individual/small group instruction teacher's school(s) except in unusual circumstances. Those notified will observe complete confidentiality.

8.035 Dissemination of CCD Information

All individual/small group instruction teachers will be in-serviced on information relating to the proper precautions to be exercised in the workplace to prevent possible transmission of CCD's. In-services will include the latest information from the Ohio Department of Health, Centers for Disease Control and the U.S. Department of Health and Human Services. In-services will be planned by the administration after consultation and input from the Bay individual/small group instruction teacher's BISGITA.

8.036 Follow Up

The medical review team shall maintain an active role in monitoring the individual/small group instruction teacher's medical condition.

- A. The individual/small group instruction teacher's primary care physician shall work with the individual/small group instruction teacher regarding any change in health status and the individual/small group instruction teacher through the primary care physician shall notify the school physician of any change.

- B. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined in Section 8.033 will be followed.

8.04 **Students Identified as CCD-Infected**

8.041 Information Disclosure

Information about the identity and condition of a CCD-infected student shall be disclosed by the medical review team or by the Superintendent to those individual/small group instruction teachers and other staff members responsible for the student so that adequate supervision may be maintained. Those notified will observe complete confidentiality.

8.042 Procedure

- A. The student medical review team shall perform the same function as the individual/small group instruction teacher medical review team as found under Sections 8.033HAS and 8.033(F) of this Article. The student medical review team shall consist of:
 - 1. The student's primary care physician;
 - 2. A physician specializing in infectious diseases;
 - 3. Physician, Bay Village Health department;
 - 4. A school physician, who shall act as chairperson of the medical review team.
- B. Any change in the information about the condition of a CCD-infected student shall only be given to personnel identified in Section 8.041 and said personnel shall observe complete confidentiality.

8.043 Medical Team/Teacher Meeting

The medical review team will meet with the child's individual/small group instruction teachers, school administrators and custodial staff to discuss the staff's concerns regarding the student's condition and the child's educational and physical environment. This meeting will occur within ten (10) calendar days of the medical review team's report to the Superintendent.

8.044 Restrictions

No bargaining unit member shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any CCD-infected student nor shall he/she be required to clean up body fluids of any CCD-infected student, unless the situation has been previously identified by the student's medical review team as the unusual and extraordinary circumstance where direct intervention by the teaching staff is necessary.

8.05 **Scheduling of Inclusion Students**

One (1) individual/small group instruction teacher each at Normandy and Westery and two (2) individual/small group instruction teachers each at the Middle School and High School will be designated by the BISGITA to volunteer to work with the BTA Scheduling Input Committees. The committees work with the principal on collecting data and reviewing the scheduling of students with IEP's and other students with special needs. The BISGI members serve an advisory role until such time that the BTA should agree to include them as a member of the team to be considered when reaching consensus on recommendations.

8.06 **Meetings – IEP related**

8.061 Scheduling necessary meetings

Meetings related to IEP's should be scheduled during the work day and work hours of the individual/small group instruction teacher where possible.

8.062 Compensation

For all IEP related meetings scheduled outside of scheduled work hours and/or days the individual/small group instruction teacher will be paid for a minimum of one hour.

For all meetings outside of scheduled work hours and work days and scheduled by a person other than the individual/small group instruction teacher, the individual/small group instruction teacher will be paid 1.5 times their hourly rate. This rate applies if the meeting lasts a full hour or longer.

ARTICLE IX – BENEFITS

9.01 Group Term Life Insurance

The Board of Education shall provide group term life insurance coverage of \$50,000. The Board shall pay 100% of the premiums for said coverages.

9.02 Health Care Insurance

Individual/small group instruction teachers shall be eligible to enroll in the Board's health insurance program, subject to the rules of the carrier. The Board shall provide full health coverage for those individual/small group instruction teachers electing coverage, subject to the following: employees working thirty (30) or more hours per week shall pay 25% of the premium cost for such coverage; employees working between nineteen (19) and thirty (30) hours per week shall pay 35% of the premium cost for such coverage.

If the spouse of a individual/small group instruction teacher subject to this Section is eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

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

Every individual/small group instruction teacher whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any individual/small group instruction teacher fails to complete and submit the certification form by the required date, such individual/small group instruction teacher's spouse will be removed immediately from all health and prescription drug

insurance coverages sponsored by the Board of Education. Additional documentation may be required.

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

9.021 Section 125 Plan/Flexible Spending Account

Any Section 125 Plan and/or Flexible Spending Account for health insurance which is offered to the Bay Teachers' Association (BTA) shall also be offered to members of the BISGITA bargaining unit.

9.022 Medical and Dental Insurance

A. Plan

B. PPO

Employees may enroll in the PPO program (or its successor), subject to the enrollment rules of the carrier but provided there shall be no pre-existing condition limitation. The annual date for rate changes is October 1. Those individual/small group instruction teachers who elect coverage shall be provided the benefit level that is in effect at the time of their election.

The benefits shall be as follows in accordance with the Summary Chart in Appendix (TBD):

Office co-pay: \$20.00 – network
\$20.00–70% out of network

Emergency room co-pay: \$ 50.00

Deductible – Network: \$150.00 – Single
\$300.00 – Family

Non Network: \$150.00 – Single
\$300.00 – Family

Co-insurance – Network: \$500.00 Single
\$1,000.00 Family

Non-network: \$1,850.00 – Single
\$3,700.00 – Family

C. Drugs

The following co-pays shall apply:

Retail: Generic – \$10.00;
Preferred brand – \$30.00;
Non-preferred brand – \$ 30.00.

D. Changing Benefit Provider

Subject to the limitations below, the Board retains the discretion to determine the appropriate method of providing health care benefits, provided, however, that the Board will give the Association at least sixty (60) days' prior notice of its intent to change benefit provider. At least twenty (20) days before any such change is effective, the Association will be provided with a copy of the proposed new contract with the benefit provider.

E. Insurance Contracts

The Association will be provided with a copy of all current insurance contracts.

F. Change in Entitlement

Individual/small group instruction teachers whose family circumstances change entitling them only to single coverage must notify the Treasurer's office within thirty (30) days after the change occurs. The change in status will be effective the first of the following month. Failure to make timely notification shall result in the individual/small group instruction teacher being required to pay the difference in premium rates via payroll deduction.

9.023 Health Care Committee

A committee composed of two (2) representatives appointed by the BISGITA president and three (3) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The BTA and OAPSE local president shall be invited to appoint representatives. The Health Care Committee shall be co-chaired by the BTA president, the support staff president and the superintendent or his/her designee. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An organizational meeting will be held no later than October 1 to discuss the operation of the committee, with no changes being implemented as result of the committee.

The administration and the Association each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.

Annually the committee shall make recommendations to change plan design, the certificate of coverage and other steps that will act to keep the rate of premium increases as low as possible in order to be pre-emptive in controlling any projected increase. Any such recommendations shall become effective at the start of the plan year upon ratification of the bargaining units.

An additional responsibility of the health committee is the establishment of a wellness subcommittee and its membership makeup, wherein the Board, BTA, OAPSE, and individual small group instructor teachers have the opportunity to participate.

This section shall be amended from time to time as the Health Care Committee recommends with ratification by the bargaining units. Any changes adopted by the Committee shall be added to this section as an addendum.

In the 2022-2023 school year, the focus of the Health Insurance Committee shall be on implementation of a Health Savings Account Plan as an option for the next successor collective bargaining agreement. No HAS proposed for this contract.

9.03 **Severance Pay**

9.31 Calculation

- A. Certificated employees who have five (5) or more years of service in the Bay Village City School District may elect at the time of retirement from the Bay Village City School District to be paid in cash for one-half (1/2) of the value of accrued but unused sick leave credit not to exceed eighty (80) days.
- B. Payments shall be made at the individual/small group teacher's daily rate effective at the time of retirement, exclusive of supplementals, extended time or other additional forms of compensation and shall be paid into a Section 403(b) "Special Pay Plan" established by the board.

9.032 Restriction

Retirement shall relate to those employees who have indicated an intent to retire and for which the Board has received an application for processing from the appropriate retirement system for retirement benefits to such employees.

For a BISGITA member with 20 years or more of service in the District, in case of death, severance pay (up to \$20,000 maximum) will be awarded to the bargaining unit member's surviving spouse, or if there is no spouse, to his/her estate in the manner as prescribed by law.

9.033 Payment

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time, except for up to fifteen (15) days if they remain available after severance has been paid. Such payment shall be made only once to any employee.

ARTICLE X – SALARY SCHEDULES AND COMPENSATION

10.01 **Special Curriculum Rate of Pay**

10.011 Rates of Pay

Special curriculum projects may be undertaken for work done before or after the student year by individual/small group instruction teachers in preparation for and development of strategies and modifications needed to implement regular education curriculum for identified students. BISGITA members shall be compensated at the individual/small group instruction teacher's rate of pay in effect at the time of payment.

10.02 **Regular Curriculum Rate of Pay**

10.021 Rates of Pay

Individual small group instruction teachers appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum shall be compensated at the individual/small group instruction teacher's rate of pay in effect at the time of payment.

10.022 Limitation

Payment for such work shall be made at the end of each semester.

10.03 **Salary Schedule Movement**

Movement on the salary schedule shall be based on years of service completed with the Bay Village City Schools. All individual/small group instruction teachers who have worked fifty-four (54) days or more in a school year shall, upon completion of the school year, be advanced by the appropriate increment (next step) on the salary schedule.

Those individual/small group instruction teachers who work less than fifty-four (54) days in a school year, shall be advanced one step increase for every two years in which they work less than fifty-four (54) days.

10.04 **Movement Within the District**

For purposes of salary placement, an individual/small group instruction teacher who is subsequently hired into a BTA teaching position shall be placed on the column commensurate with his/her educational training. Individual/small group instruction teachers who have more than five (5) years of service credit shall be given additional years of credit for placement on the BTA salary schedule that

equates to an hourly rate that is at least equivalent to his/her hourly rate, inclusive of professional responsibility pay and planning time.

10.05 Salary Index and Rate of Pay

Compensation shall be based on:

- Salary index (Section 10.06)
- Contracted hours worked per day and days per year

10.06 Salary Index

SERIES	BA	BA-15	BA-30	MA	MA+15
0	1.00000	1.01986	1.04036	1.0612	1.08236
1	1.02507	1.04525	1.06641	1.08789	1.10938
2	1.05078	1.07194	1.09342	1.11523	1.1377
3	1.07715	1.09863	1.12077	1.14323	1.16602
4	1.10417	1.1263	1.14876	1.17188	1.19531
5	1.13509	1.15788	1.18099	1.20475	1.22884
6	1.16341	1.18652	1.21029	1.23438	1.25911
7	1.19238	1.21615	1.24056	1.2653	1.29069
8	1.22233	1.24674	1.27181	1.2972	1.32324
9	1.25293	1.27799	1.30371	1.32975	1.35645
10	1.28809	1.3138	1.34017	1.36686	1.39421
11	1.32031	1.34668	1.3737	1.40104	1.42904
12	1.37305	1.40039	1.42839	1.45703	1.48633
13	1.42806	1.45671	1.486	1.51563	1.5459
14	1.42806	1.45671	1.486	1.51563	1.5459
15	1.49512	1.52507	1.55566	1.58691	1.61882
16	1.49512	1.52507	1.55566	1.58691	1.61882
17	1.49512	1.52507	1.55566	1.58691	1.61882
18	1.49512	1.52507	1.55566	1.58691	1.61882
19	1.49512	1.52507	1.55566	1.58691	1.61882
20	1.56380	1.59505	1.62695	1.65951	1.69271
21	1.56380	1.59505	1.62695	1.65951	1.69271
22	1.56380	1.59505	1.62695	1.65951	1.69271
23	1.56380	1.59505	1.62695	1.65951	1.69271
24	1.56380	1.59505	1.62695	1.65951	1.69271
25	1.64193	1.6748	1.70833	1.74251	1.77734

2022-2023 1%

All bargaining unit members shall receive a one-time stipend of one thousand five hundred dollars (\$1,500) in the first pay of December.

2023-2024 1.5%

2024-2025 1.5%

10.07 Salary Schedules

Bay Individual Small Group Instructors Teachers Association

2022 - 2023
Reflects increase of 1.0%

	BASE		\$31.03		
SERIES	BA	BA-15	BA-30	MA	MA+15
0	31.03	31.64	32.28	32.93	33.58
1	31.81	32.43	33.09	33.75	34.42
2	32.60	33.26	33.93	34.60	35.30
3	33.42	34.09	34.77	35.47	36.18
4	34.26	34.95	35.64	36.36	37.09
5	35.22	35.93	36.64	37.38	38.13
6	36.10	36.81	37.55	38.30	39.07
7	37.00	37.73	38.49	39.26	40.05
8	37.93	38.68	39.46	40.25	41.06
9	38.87	39.65	40.45	41.26	42.09
10	39.97	40.76	41.58	42.41	43.26
11	40.97	41.78	42.62	43.47	44.34
12	42.60	43.45	44.32	45.21	46.12
13	44.31	45.20	46.11	47.03	47.96
14	44.31	45.20	46.11	47.03	47.96
15	46.39	47.32	48.27	49.24	50.23
16	46.39	47.32	48.27	49.24	50.23
17	46.39	47.32	48.27	49.24	50.23
18	46.39	47.32	48.27	49.24	50.23
19	46.39	47.32	48.27	49.24	50.23
20	48.52	49.49	50.48	51.49	52.52
21	48.52	49.49	50.48	51.49	52.52
22	48.52	49.49	50.48	51.49	52.52
23	48.52	49.49	50.48	51.49	52.52
24	48.52	49.49	50.48	51.49	52.52
25	50.94	51.96	53.00	54.07	55.15

Bay Individual Small Group Instructors Teachers Association

2023 - 2024
Reflects increase of 1.5%

	BASE		\$31.49		
SERIES	BA	BA-15	BA-30	MA	MA+15
0	31.49	32.12	32.76	33.42	34.09
1	32.28	32.92	33.58	34.26	34.94
2	33.09	33.76	34.43	35.12	35.83
3	33.92	34.60	35.30	36.00	36.72
4	34.77	35.47	36.18	36.91	37.64
5	35.75	36.46	37.19	37.94	38.70
6	36.64	37.37	38.12	38.87	39.65
7	37.55	38.30	39.07	39.85	40.65
8	38.49	39.26	40.05	40.85	41.67
9	39.46	40.25	41.06	41.88	42.72
10	40.57	41.37	42.21	43.05	43.91
11	41.58	42.41	43.26	44.12	45.00
12	43.24	44.10	44.98	45.89	46.81
13	44.97	45.88	46.80	47.73	48.68
14	44.97	45.88	46.80	47.73	48.68
15	47.09	48.03	48.99	49.98	50.98
16	47.09	48.03	48.99	49.98	50.98
17	47.09	48.03	48.99	49.98	50.98
18	47.09	48.03	48.99	49.98	50.98
19	47.09	48.03	48.99	49.98	50.98
20	49.25	50.23	51.24	52.26	53.31
21	49.25	50.23	51.24	52.26	53.31
22	49.25	50.23	51.24	52.26	53.31
23	49.25	50.23	51.24	52.26	53.31
24	49.25	50.23	51.24	52.26	53.31
25	51.71	52.74	53.80	54.88	55.97

Bay Individual Small Group Instructors Teachers Association

2024 - 2025
Reflects increase of 1.5%

	BASE		\$31.96		
SERIES	BA	BA-15	BA-30	MA	MA+15
0	31.96	32.60	33.26	33.92	34.60
1	32.77	33.41	34.09	34.77	35.46
2	33.59	34.26	34.95	35.65	36.37
3	34.43	35.12	35.83	36.54	37.27
4	35.29	36.00	36.72	37.46	38.21
5	36.28	37.01	37.75	38.51	39.28
6	37.19	37.93	38.69	39.46	40.25
7	38.11	38.87	39.65	40.45	41.26
8	39.07	39.85	40.65	41.46	42.30
9	40.05	40.85	41.67	42.51	43.36
10	41.17	42.00	42.84	43.69	44.57
11	42.20	43.05	43.91	44.78	45.68
12	43.89	44.76	45.66	46.57	47.51
13	45.65	46.56	47.50	48.45	49.41
14	45.65	46.56	47.50	48.45	49.41
15	47.79	48.75	49.73	50.73	51.75
16	47.79	48.75	49.73	50.73	51.75
17	47.79	48.75	49.73	50.73	51.75
18	47.79	48.75	49.73	50.73	51.75
19	47.79	48.75	49.73	50.73	51.75
20	49.99	50.99	52.01	53.05	54.11
21	49.99	50.99	52.01	53.05	54.11
22	49.99	50.99	52.01	53.05	54.11
23	49.99	50.99	52.01	53.05	54.11
24	49.99	50.99	52.01	53.05	54.11
25	52.48	53.53	54.61	55.70	56.81

ARTICLE XI - EFFECTS AND DURATION

11.01 Contrary to Law

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) Revised Code), all Civil Service rules and regulations, administrative rules of the Director of State Personnel and all policies, rules and regulations of the Board unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance.

11.02 Entire Agreement Clause

This Agreement and attachments supersede all previous Agreements between the Bay Individual/Small Group Instruction Teacher Association and the Bay Village Board of Education and shall constitute the entire agreement between the parties for the duration of this Agreement.

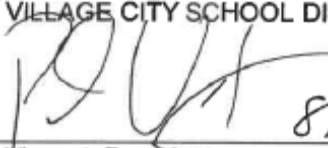
11.03 Duration

This Agreement, including attachments, will be in effect from July 1, 2022 through June 30, 2025.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed.

BOARD OF EDUCATION OF THE
BAY VILLAGE CITY SCHOOL DISTRICT

BAY INDIVIDUAL/SMALL GROUP
INSTRUCTION TEACHERS
ASSOCIATION



Paul Vincent, President

8/30/2022

Date



Linda Williams, President

9/28/2022

Date



Char Kemp,
Superintendent

Date

7.13.22

Date



Meghan Rohde, Treasurer

8-31-2022

Date



Don Holub, LRC
Ohio Education Association

9/30/2022

Date

APPENDIX A

INFORMAL GRIEVANCE STEP FORM

BAY VILLAGE CITY SCHOOLS

On _____ the undersigned principal and individual/small group instruction teacher conducted an informal grievance meeting.

Individual/small group instruction teacher

Principal

APPENDIX B

GRIEVANCE REPORT FORM
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

GRIEVANCE REPORT

Submit to BISGITA Representative in Triplicate

Name of Grievant	Assignment	Building	Date Filed
------------------	------------	----------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

(Signature)

(Date)

C. Disposition by Principal/Immediate Superior _____

(Signature)

(Date)

DISTRIBUTION OF FORM, STEP I

1. Superintendent
2. Principal/Immediate Superior
3. BISGITA Representative

Form #1981/77

APPENDIX C

GRIEVANCE REPORT FORM
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP II

Submit in Triplicate

A. Position of Grievant _____

(Signature)

(Date)

B. Date received by Superintendent _____

C. Disposition of Superintendent _____

(Signature)

(Date)

DISTRIBUTION OF FORM, STEP II

1. Superintendent
2. Principal/Immediate Superior
3. BISGITA Representative

Form #199

APPENDIX D

GRIEVANCE REPORT FORM
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP III

Submit in Triplicate

A. Position of Grievant _____

B. Date submitted in Arbitration _____

(Signature)

(Date)

DISTRIBUTION OF FORM, STEP III

1. Superintendent
2. Principal/Immediate Superior
3. BISGITA Representative

Form #220 1/77

APPENDIX E

INDIVIDUAL/SMALL GROUP INSTRUCTION
TEACHER ASSAULT LEAVE REQUEST

BAY VILLAGE CITY SCHOOL DISTRICT

Name _____ Date _____

School/Department _____

I hereby request _____ day(s) of assault leave beginning at
_____ on _____, _____, 19_____.
time day month year

If medical attention was obtained, or if your leave was for more than two (2) days, the following information must be stated:

Name of Physician _____

Office Address _____

Falsification of the statement in this request is grounds for suspension or termination of employment.

Employee's Signature

Principal/Supervisor

Superintendent

Form #255
5/78

APPENDIX F

FMLA FORM

WH 380 E Health Care Provider Certification for Employee (self)

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX G

FMLA FORM

WH 380 F Health Care Provider Certification for Family Member

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX H

FMLA FORM

WH 382 Designation Notice

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX I

FMLA FORM

WH 381 Notice of Eligibility and Rights

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX J

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data.	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to state standards and district priorities Element 4.1 Element 4.7	The teacher's intervention practices does not reference Ohio's Learning Standards.	The teacher's intervention practices references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's intervention practices incorporates activities, assessments and resources, including available technology, based on student needs, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's intervention practices incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	Planning instruction for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.4	The teacher's intervention practices makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's intervention practices makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's intervention practices reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's intervention practices reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	INTERVENTION DELIVERY (Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	Communication with students Element 4.3 Element 4.6 Element 6.1 Monitoring student understanding Element 3.3	The teacher does not give students feedback. The teacher fails to monitor and address student confusion and misconceptions.	Feedback to students is general, occasional or limited and may not always support student learning. The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher gives students substantive, specific and timely feedback to support their learning. The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<p>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</p> <p><i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i></p>	<p>Classroom routines and procedures</p> <p>Element 5.5</p>	<p>The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.</p>	<p>The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.</p>	<p>The teacher consistently uses routines, procedures and transitions that effectively maximize intervention time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.</p>	<p>The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.</p>

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	<p>District policies and professional responsibilities</p> <p>Element 7.1</p>	<p>The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p>	<p>The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p>	<p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p>	<p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> <p>The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.</p>
	<p>Professional learning</p> <p>Element 7.2</p> <p>Element 7.3</p>	<p>The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.</p>	<p>The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.</p>	<p>The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.</p>	<p>The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.</p>

Modified – BISGITS Ohio Standards for the Teaching Profession

In the Standards for the Teaching Profession, seven standards are delineated. These standards fall under three larger organizers, as shown below, include:

The Focus of Teaching and Learning

Standard 1: Students

Teachers understand student learning and development and respect the diversity of the students they teach.

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

Standard 4: Instruction

Teachers plan and deliver effective intervention that supports the learning of each individual student.

The Conditions for Teaching and Learning

Standard 5: Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

Teaching as a Profession

Standard 6: Collaboration and Communication

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

**Standard 7:
Professional Responsibility and Growth** Teachers assume responsibility for professional growth, performance and involvement as individuals and as members of a learning community.

Standard 1: Students

Teachers understand student learning and development and respect the diversity of the students they teach.

Narrative Summary

A thorough understanding of how students learn is essential to quality teaching. Effective teachers must understand the processes and strategies students use to construct knowledge, and use this understanding to create learning activities appropriate for students' ages, abilities and learning styles. Effective teachers understand the impact of students' backgrounds and experiences on their learning. They connect

instruction to students' needs, interests and prior knowledge. They understand the abilities and talents of their students, and use that knowledge to determine appropriate learning activities and identify resources for students that foster rich learning opportunities. Teachers' sense of efficacy results in their persistence to help all students learn and achieve at high levels.

Elements

- 1.1 Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
- 1.2 Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
- 1.3 Teachers expect that all students will achieve to their full potential.
- 1.4 Teachers model respect for students' diverse cultures, language skills and experiences.
- 1.5 Teachers recognize characteristics of students with disabilities and at-risk students in order to assist in appropriate intervention.

Ohio Standards for the Teaching Profession

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

Narrative Summary

The professional imperative of teachers is to maximize student learning and eliminate gaps between students' potential and their performance. Toward that end, the relationship between instruction and assessment is purposeful, interdependent and recursive. Effective teachers are assessment-literate. They use multiple assessments to learn about their students, to plan and adjust instruction and to evaluate student learning. Teachers have sufficient knowledge and skills in probability and statistics to use a variety of assessment data to plan effectively

for all students. Teachers use formal and informal assessment data to determine the incremental development of students based on the Ohio academic content standards. Teachers encourage students to critically examine their own work and foster their students' ability to become knowledgeable of how they learn. Teachers provide students and parents with formative assessment results and provide them with strategies to improve student learning.

Elements

- 3.1 Teachers are knowledgeable about assessment types, their purposes and the data they generate.
- 3.2 Teachers select, develop and use a variety of diagnostic, formative and summative assessments.
- 3.3 Teachers analyze data to monitor student progress and learning and to provide intervention.
- 3.4 Teachers collaborate and communicate student progress with students, parents and colleagues.
- 3.5 Teachers involve learners in self-assessment and goal setting for individual growth.

Ohio Standards for the Teaching Profession

Standard 4: Instruction

Teachers plan and deliver effective instruction that advances the learning of each individual student.

Narrative Summary

Effective teachers have high expectations for all students and implement strategies designed to enable all students to achieve. They continually reflect on student outcomes to make appropriate decisions resulting in increased student success. Effective teachers have a deep knowledge of the content they teach. This content knowledge allows them to effectively sequence content for learning and structure differentiated opportunities for student remediation, reinforcement or acceleration. Effective teachers use a variety of research-based

instructional strategies that provide challenging and positive learning experiences for all students. These teachers build ideas and concepts logically to lead students to comprehend more complex concepts and encourage higher order creative and critical thinking skills. They use effective questioning strategies to stimulate thinking. Effective teachers explore, evaluate and integrate learning tools, including technology, to make content comprehensible to students.

Elements

- 4.1 Teachers align their intervention practices, instructional goals and activities with school and district priorities and Ohio's academic content standards.
- 4.2 Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
- 4.3 Teachers communicate clear learning goals and link learning activities to those defined goals.
- 4.4 Teachers apply knowledge of how students think and learn to deliver interventions.
- 4.5 Teachers differentiate intervention to support the learning needs of students with disabilities and at-risk students.
- 4.6 Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
- 4.7 Teachers use resources effectively, including technology, to enhance student learning.

Standard 5: Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

Narrative Summary

Teachers create a learning environment that promotes high levels of achievement for all students and in which all students feel a responsibility for their own learning. Teachers orchestrate the learning environment to maximize each student's opportunities to learn. They create a content-rich and reflective learning environment for students.

Teachers recognize that students learn in a variety of formal and informal settings. They motivate students by demonstrating enthusiasm for the subject(s) they teach. Teachers create a learning environment where all students feel safe, valued and enjoy a sense of belonging.

Elements

- 5.1 Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.
- 5.2 Teachers create an environment that is physically and emotionally safe.
- 5.3 Teachers motivate students to work productively and assume responsibility for their own learning.
- 5.4 Teachers create learning situations in which students work independently, collaboratively and/or as a whole group.
- 5.5 Teachers maintain an environment that is conducive to learning for all students.

Ohio Standards for the Teaching Profession

Standard 6: Collaboration and Communication

Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

Narrative Summary

Teachers understand the role of communication in their profession and use it to foster active inquiry, and collaborative and supportive interaction in and out of the classroom. They value families as an integral component of teaching and learning. Teachers acknowledge what families have to offer and provide opportunities for them to contribute to the learning community. Teachers demonstrate respect for confidentiality with students and their families and create relationships built on trust.

Teachers collaborate with their colleagues within the school learning community and in the larger community to share responsibility for the development and learning of all students. Recognizing that they can learn from each other, teachers form learning communities and engage in coaching, mentoring, modeling and work in teams to develop curriculum and assessments.

Elements

- 6.1 Teachers communicate clearly and effectively.
- 6.2 Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- 6.3 Teachers collaborate effectively with other teachers, administrators and school and district staff.
- 6.4 Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

Standard 7: Professional Responsibility and Growth

Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

Narrative Summary

Teachers are professionals who must recognize that they are in a unique and powerful position to influence the future of their students. It is imperative that teachers practice the highest standards of integrity, honesty and fairness. Effective teachers grow and learn, contribute to the profession and engage in continuous professional development.

Effective teachers are leaders within the school community and engage in a variety of leadership roles. They ensure student achievement and well-being by participating in decision-making, initiating innovations for school change and fostering ongoing collaboration with colleagues. Teachers serve as change agents in the learning community by thinking and acting critically and addressing concerns related to inequities among students.

Elements

- 7.1 Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- 7.2 Teachers take responsibility for engaging in continuous, purposeful professional development.
- 7.3 Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.

APPENDIX K
EMPLOYEE'S NOTICE OF OCCUPATIONAL SAFETY AND HAZARD
INCIDENT/OBSERVATION FORM

To: Building Principal

On _____ at _____ I was involved in an
(Date) (Time)

Occupation Incident/Observation at _____
(Location) (Please be Specific)

Name (print) _____

Position _____ Location _____

Were you directly involved when the incident occurred? _____ Yes _____ No

Or did you observe the incident? _____ Yes _____ No

Give a detailed description of the incident/observation: _____

Please send copy to the Treasurer

APPENDIX L

BAY VILLAGE CITY SCHOOLS

SCHEDULE ADJUSTMENT REQUEST FORM

NAME _____ DATE _____

I hereby request an adjustment to my current schedule of _____ days/hours per week to _____ days/hours per week. The rationale for this request is as follows:

Teacher's Signature

Administrative Decision

_____ Request for schedule adjustment approved as submitted

_____ Request for schedule adjustment approved but with the following modification(s):

_____ Request for schedule adjustment denied

Date _____ Principal's Signature _____

Date _____ Superintendent/
Designee Signature _____

APPENDIX M

WAIVER FORM FOR SCHEDULED
LUNCH PERIOD

BAY VILLAGE CITY SCHOOLS

High School Teachers

My signature on this form indicates my decision to voluntarily waive my right to a thirty (30) minute scheduled lunch period for the _____ school year.

Signature

Date

Please forward completed form to the Treasurer's Office.

APPENDIX N

Bay Village Board of Education
PROFESSIONAL LEAVE REQUEST FOR REIMBURSEMENT FORM

Name: _____ School: _____ Today's Date: _____

Event/Meeting/Purpose: _____

Date(s) of Meeting: _____

Location of Professional Leave Event: _____

	EXPENSES	
TRAVEL:	Estimated	Actual
Registration Fee:	_____	_____
Lodging/Parking (Max \$190)	_____	_____
Meals Amount (Max \$50):	_____	_____
Other Expenses Amount:	_____	_____
Transportation:	_____	_____
(<input type="text"/> Miles @ IRS Allowable)	_____	_____
Other transportation costs: (tolls, fees, etc.)	_____	_____
TOTAL:	_____	_____

Employee Signature: _____ Date _____

Admin/Supv. Signature: _____ Date _____

Return completed form to Superintendent's Office

Approved for payment: _____ Date _____
Superintendent

**Receipts for ITEMIZED hotel bills, public transportation receipts, ITEMIZED meal receipts, and other pertinent receipts must be attached when applying for reimbursement. The maximum reimbursable is \$240.00/day (BTA & BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate. Please present district tax exempt form prior to checking into hotel.*

Form #72C-4 Revised 2/96, 1/99, 1/01, 1/05, 1/18, 8/19

APPENDIX O

SAMPLE PAY SHEET

BAY VILLAGE CITY SCHOOLS

NAME _____ Month/Year _____

SS# _____ School _____

PHONE _____ Days _____

SIGNED TIME SHEETS MUST BE TURNED IN TO THE TREASURER'S OFFICE ON THE LAST WORKING DAY OF THE MONTH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	
Student Contact Special Ed ISGI																																	0
Collaborative Time Special Ed ISGI																																	0
Miscellaneous																																	0
Sick Leave																																	0
Personal Leave																																	0
Calamity																																	0
Title I																																	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PLANNING TIME Special Ed ISGI

Student Contact Hours 0.00
 Current Rate of Pay \$0.00
x's.111 0.00

TOTAL PAY

Total Hours 0
 Current Rate of Pay \$0.00
 Pay \$0.00

PLANNING TIME+PAY \$0.00

Description of principal-approved meeting: _____

Employee Signature _____

Principal Signature _____

Director of Special Education Signature _____

CURRENT PLAN BENEFITS – BAY VILLAGE

Subcategory	Variable	Network	Non-Network
Dependent Age		26	
Older Age Child		26	
Dependent Removal		End of Month	
Pre-existing Condition Waiting Period		Does Not Apply	
Lifetime Maximum		Unlimited	
Overall Benefit Period Maximum		Unlimited	
Network and Non-Network Benefit Maximums		Integrated	
Claims Filing Limit		12 months	
Case Management		Yes	
Precertification		Yes - Provider Driven	Yes - Provider Driven
Blood Pint Deductible		0 pints	
3 Month Deductible Carryover Credit		Yes	
Route Code		1801	
How Claims are Paid			
COB Processing		Selective Pursue and Pay (Indicator - 3 1)	
Other Carrier Liability (OCL)		10008 - pay to fill	
Non Contracting Providers		Same as Non-Network	
Benefit Period		January 1st through December 31st	
Type of SuperMed Processing		Flat	
Coinsurance		90%	70%
Benefit Period Deductible - Single		\$150	\$150
Benefit Period Deductible - Family		\$300	\$300
Type of Deductible Accumulation		Separate - Deductible incurred for a non-network provider will only apply to the non-network deductible limits. Deductible incurred for a network provider will only apply to the network limits.	
Type of Deductible Processing		Embedded Deductible	
Deductible - Common Accident		Yes	
Coinsurance Out-of-Pocket Limits (Excludes Deductible) - Single		\$500	\$1,850
Coinsurance Out-of-Pocket Limits (Excludes Deductible) - Family		\$1,000	\$3,700
Type of Coinsurance Out-of-Pocket Accumulation		Separate - Coinsurance incurred for a non-network provider will only apply to the non-network coinsurance limits. Coinsurance	

Subcategory	Variable	Network	Non-Network
		incurred for a network provider will only apply to the network limits.	
Type of Coinsurance Out-of-Pocket Processing		Embedded Coinsurance	
Maximum Out-of-Pocket Limits - Single (the sum of any applicable deductible, coinsurance and copays)	(effective 1/1/22)(includes medical and drug services)	\$8,550	Unlimited
Maximum Out-of-Pocket Limits - Family (the sum of any applicable deductible, coinsurance and copays)	(effective 1/1/22)(includes medical and drug services)	\$17,100	Unlimited
Type of Copay Processing		MOOP Accumulation Copay Processing(Medical/Drug)-Copays accumulate to the Maximum Out-of-Pocket (MOOP) Limits and they stop being taken once the MOOPs are met.	
Emergency Room			
Emergency - Medical/Accident - Emergency Room		\$50 copay, then 100% (copay is waived if admitted)	
Emergency - Medical/Accident - Related Services		100% after deductible	
Emergency - Medical/Accident - Physician		100% after deductible	
Non-Emergency - Emergency Room		\$50 copay, then 100% (copay is waived if admitted)	\$50 copay, then 70% (copay is waived if admitted)
Non-Emergency - Related Services		Benefits paid based on services rendered	
Non-Emergency - Physician		100% after deductible	70% after deductible
Inpatient Services			
Anesthesia		90% after deductible	70% after deductible
Consultations		90% after deductible	70% after deductible
Newborn Care		90% after deductible	70% after deductible
Institutional Services		90% after deductible	70% after deductible
Maternity		90% after deductible	70% after deductible
Physical Medicine and Rehabilitation		90% after deductible	70% after deductible
Professional Services		90% after deductible	70% after deductible
Skilled Nursing Facility(SNF)	(100 days per benefit period)	90% after deductible	70% after deductible
Mental Health, Alcohol and Drug Abuse			
Inpatient Alcoholism Services		Benefits paid based on corresponding medical benefits	

Subcategory	Variable	Network	Non-Network
	with in-network providers)		
Surgical Services - Anesthesia		90% after deductible	70% after deductible
Surgical Services - Assistant Surgeon		90% after deductible	70% after deductible
Surgical Services - Surgery Professional		90% after deductible	70% after deductible
Surgical Services - Surgery Facility		90% after deductible	70% after deductible
Surgical Services - Diagnostic Endoscopic Services		90% after deductible	70% after deductible
Outpatient Therapy			
Cardiac Rehabilitation		90% after deductible	70% after deductible
Chemotherapy		90% after deductible	70% after deductible
Chiropractic	(20 visits, then Medical Review; combined with Physical and Occupational Therapies)	\$20 copay, then 100%	\$20 copay, then 70%
Dialysis Treatment		90% after deductible	70% after deductible
Hyperbaric Therapy		90% after deductible	70% after deductible
Occupational Therapy	(20 visits, then Medical Review - Professional; unlimited - Institutional; combined with Chiropractic and Physical Therapy)	\$20 copay, then 100%	\$20 copay, then 70%
Physical Therapy	(20 visits, then Medical Review - Professional; unlimited - Institutional; combined with Chiropractic and Occupational Therapy)	\$20 copay, then 100%	\$20 copay, then 70%
Pulmonary Therapy		90% after deductible	70% after deductible
Radiation Therapy		90% after deductible	70% after deductible
Respiratory Therapy		90% after deductible	70% after deductible
Speech Therapy	(10 visits per benefit period)	\$20 copay, then 100%	\$20 copay, then 70%
Preventive Government Mandated Benefits			
Health Care Reform Preventive Benefits		100%	70% after deductible, unless otherwise specified under the preventive benefits

Subcategory	Variable	Network	Non-Network
Hospice		90% after deductible	50% after deductible
Medical Supplies		90% after deductible	70% after deductible
Non-emergency care when traveling outside the United States		Not Covered	Not Covered
Oral Accident		90% after deductible	70% after deductible
Organ Transplant		90% after deductible	50% after deductible
Private Duty Nursing		Not Covered	Not Covered
TMJ		Benefits paid based on services rendered	
Weight Loss Surgical Services (Bariatric Surgery)	(including any repairs, revisions or modifications of such surgery)	Benefits paid based on services rendered	



377 Dover Center Road
Bay Village, OH 44140
(440) 617-7300
(440) 617-7301 FAX
www.bayvillageschools.com

CERTIFICATE

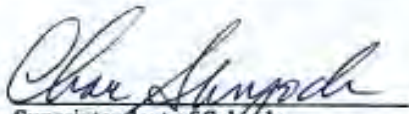
RE: BISGITA NEGOTIATED THREE YEAR AGREEMENT - EFFECTIVE JULY 1, 2022 UNTIL JUNE 30, 2025 (Board approved June 13, 2022)

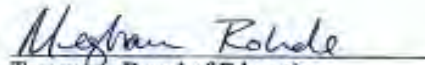
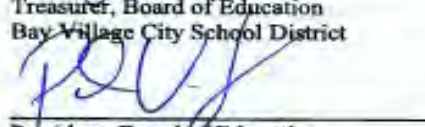
The undersigned, Treasurer of the Board of Education of the Bay Village City School District, Ohio, certifies that the amount required to meet the obligations of the Board during Fiscal Year 2023 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

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

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

Dated June 13, 2022


Superintendent of Schools
Bay Village City School District


Treasurer, Board of Education
Bay Village City School District

President, Board of Education
Bay Village City School District