

10/18/2024 0169-01 24-MED-04-0537 44817

BRIDGEPORT BOARD OF EDUCATION

and

BRIDGEPORT EDUCATION ASSOCIATION

NEGOTIATED AGREEMENT

EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE

Ι	RECOGNITION	
SECTION 1.1	Recognition of the Association	5
SECTION 1.2	Newly Created Positions	5
II	NEGOTIATION PROCEDURES	
SECTION 2.1	Representation	5
SECTION 2.2	Bargaining Teams' Power	5
SECTION 2.3	Scope of Bargaining	5
SECTION 2.4	Good Faith	5
SECTION 2.5	List of Items	5
SECTION 2.6	Initial Proposals – First Meeting	5
SECTION 2.7	Agenda of Items	5
SECTION 2.8	Executive Session	5
SECTION 2.9	Ad Hoc Committee	5
SECTION 2.10	Item Agreement	5
SECTION 2.11	Recesses	5
SECTION 2.12	News Releasees	1
SECTION 2.13	Final Copy	7
SECTION 2.14	Agreement	1
SECTION 2.15	Disagreement	1
III	GRIEVANCE PROCEDURES	
III SECTION 3.1	GRIEVANCE PROCEDURES General	7
SECTION 3.1	General	
SECTION 3.1 SECTION 3.2 IV	General Procedure ASSOCIATION RIGHTS)
SECTION 3.1 SECTION 3.2 IV SECTION 4.1	General	9
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2	General) 1
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3	General	9 1 1
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4	General. General. Procedure General. ASSOCIATION RIGHTS General. Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1) 1 1 1
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.5	General	9 1 1 1 2
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.5 SECTION 4.6	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1	7 1 1 1 1 2
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.6 SECTION 4.7	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Association Activities 1	1 1 1 2 2 2
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.5 SECTION 4.6	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1	1 1 1 2 2 2
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.6 SECTION 4.7	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Association Activities 1 Fair Share Fee 1	1 1 1 2 2 2
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.5 SECTION 4.6 SECTION 4.7 SECTION 4.8 V	General. Procedure Procedure 9 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Fair Share Fee 1 EMPLOYMENT 1	1 1 1 2 2 3
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.6 SECTION 4.6 SECTION 4.7 SECTION 4.8 V SECTION 5.1	General. Procedure Procedure 9 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Association Activities 1 Fair Share Fee 1 EMPLOYMENT 1 Limited Teaching Contracts 1	1 1 1 2 2 2 3 3
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.5 SECTION 4.6 SECTION 4.7 SECTION 4.8 V SECTION 5.1 SECTION 5.1	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Association Activities 1 Fair Share Fee 1 EMPLOYMENT 1 Limited Teaching Contracts 1 Contract Sequence 1	1 1
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.5 SECTION 4.6 SECTION 4.7 SECTION 4.7 SECTION 4.8 V SECTION 5.1 SECTION 5.2 SECTION 5.3	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Fair Share Fee 1 EMPLOYMENT 1 Limited Teaching Contracts 1 Non-Renewal of Limited Teaching Contracts 1	1 1 1 2 2 3 3 3 3 3 4
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.5 SECTION 4.5 SECTION 4.6 SECTION 4.7 SECTION 4.8 V SECTION 5.1 SECTION 5.1 SECTION 5.2 SECTION 5.3 SECTION 5.4	General 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Association Activities 1 Fair Share Fee 1 EMPLOYMENT 1 Limited Teaching Contracts 1 Non-Renewal of Limited Teaching Contracts 1 Resident Educator Program 1	1 1 1 2 2 3 3 3 3 4 4
SECTION 3.1 SECTION 3.2 IV SECTION 4.1 SECTION 4.2 SECTION 4.2 SECTION 4.3 SECTION 4.4 SECTION 4.4 SECTION 4.5 SECTION 4.6 SECTION 4.7 SECTION 4.7 SECTION 4.8 V SECTION 5.1 SECTION 5.2 SECTION 5.3	General. 7 Procedure 6 ASSOCIATION RIGHTS 1 Information Concerning Board Meetings 1 Financial Information 1 Directory Information 1 Instra-District Mail 1 Teacher Orientation 1 Use of Facilities 1 Fair Share Fee 1 EMPLOYMENT 1 Limited Teaching Contracts 1 Non-Renewal of Limited Teaching Contracts 1	1 1 1 2 2 3 3 4 4 3 3 3 4 4 3 3 4 4 3

TABLE OF CONTENTS

ARTICLE

VI	PAYROLL	
SECTION 6.1	Deductions	21
SECTION 6.2	Other Deductions	22
SECTION 6.3	Direct Deposit	22
SECTION 6.4	Pay Periods	22
SECTION 6.5	Annuity Programs	. 22
VII	COMPENSATION	
SECTION 7.1	Salary Schedule	23
SECTION 7.2	Advancement on the Salary Schedule	
SECTION 7.3	Salary Index	
SECTION 7.4	Funding Increase Contingency	
SECTION 7.5	Hourly Rate of Compensation	
SECTION 7.6	Supplementals	
SECTION 7.7	Supplemental Information Notification	
SECTION 7.8	Safety Care Training and Compensation	28
SECTION 7.9	Dyslexia Certification and Compensation	28
SECTION 7.10	Severance Pay	
SECTION 7.11	Tuition Reimbursement	
SECTION 7.12	Substitutes	. 30
VIII	RENEFITS	

V 111		
SECTION 8.1	Eligibility	
	Premiums	
SECTION 8.3	Premium Holidays	
SECTION 8.4	Medicare Contingency	
	Other Insurance Benefits	
SECTION 8.6	Board Pick Up STRS	
	1	

IX	WORKING CONDITIONS	
SECTION 9.1	Parent-Teacher Conferences	34
SECTION 9.2	Procedures and Definitions for Transfers, Reassignments, and Vacancies	34
SECTION 9.3	Involuntary Transfers	35
SECTION 9.4	Voluntary Transfers	35
SECTION 9.5	Vacancies	36
SECTION 9.6	Class Size	36
SECTION 9.7	School Calendar	36
SECTION 9.8	Calamity Days	
SECTION 9.9	Work Day	37
SECTION 9.10	Duty Free Lunch	38
SECTION 9.11	Planning Period	38
SECTION 9.12	Work Year	38
SECTION 9.13	Non-Teaching Duties	38
SECTION 9.14	Email Signature	

TABLE OF CONTENTS

ARTICLE

X		
SECTION 10.1	Sick Leave	
SECTION 10.2	Sick Leave Donation Program	
SECTION 10.3	Personal Leave	
SECTION 10.4	Professional Leave	
SECTION 10.5	Parental Leave	
SECTION 10.6	Assault Leave	
SECTION 10.7	Sabbatical Leave	
SECTION 10.8	Court Leave	
SECTION 10.9	Medical Coverage on Leave	

XI

ACCOUNTABILITY; EVALUATION AND FAIR TREATMENT

SECTION 11.1 Progressive Discipline	
SECTION 11.2 Complaints Against A Staff Member	
SECTION 11.3 Prohibition Against Public Criticism	
SECTION 11.4 Personnel Files	
SECTION 11.5 Teacher Evaluation	

REDUCTION IN FORCE AND RECALL

SECTION 12.1	Governing ORC
--------------	---------------

XIII

XII

COMMITTEES

SECTION 13.1	Curriculum Committee	
SECTION 13.2	Credit Flexibility Committee	
	Labor /Management Committee	
	Consolidation/Merger Committee	
	Insurance Committee	

XIV

CONTRACT

SECTION 14.1	Maintenance of Standards	
SECTION 14.2	Provision Contrary to Law – Severability	
SECTION 14.3	Entire Agreement	61
SECTION 14.4	Terms of Agreement	
	Memorandum of Agreement – No Reprisal Clause	
	Salary Schedules 2024-2025	63
	Salary Schedules 2025-2026	64
	Salary Schedules 2026-2027	
APPENDIX A	Sick Leave Donation Program Forms	66
APENDIX B	2015-2018 Contract Sequence	

ARTICLE I – RECOGNITION

1.1 <u>Recognition Of The Association</u>

The Bridgeport Exempted Village Board of Education, hereinafter "Employer" or "Board," hereby recognizes the Bridgeport Education Association OEA/NEA-Local, hereafter the "Association" or "Union," as the exclusive bargaining representative of all full-time and regular part-time certified/licensed classroom teaching personnel, nurses, guidance counselors, librarians, school psychologists, and speech therapist. The superintendent, assistant superintendent, principals, assistant principals, other administrative personnel, substitutes (receiving substitute pay), tutors and all non-certified/licensed personnel shall be excluded from the bargaining unit.

1.2 <u>Newly Created Positions</u>

The Board recognizes that Association representatives will include any newly created positions, other than those listed above, unless employment in the position is governed by Section 3319.01 and 3319.02 of the Ohio Revised Code.

ARTICLE II – NEGOTIATION PROCEDURES

2.1 <u>Representation</u>

Each party shall designate a negotiations team of up to five (5) persons. All negotiations shall be conducted between said teams.

2.2 <u>Bargaining Teams' Power</u>

Bargaining teams shall be empowered to make proposals and counter proposals, and to indicate tentative agreement on behalf of the parties.

2.3 <u>Scope of Bargaining</u>

Wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement.

2.4 <u>Good Faith</u>

A. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party's proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.

B. No action to coerce, censor or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiations process.

2.5 <u>List of Items</u>

A list of items proposed for negotiations shall be submitted in writing by the Association to the Superintendent, and by the Superintendent to the Association president no later than eighty (80) days prior to the expiration of the contract.

2.6 <u>Initial Proposals – First Meeting</u>

A mutually convenient meeting shall be held no later than seventy (70) days prior to the expiration of the contract at which time both parties shall meet and exchange initial proposals.

2.7 Agenda of Items

At the first meeting, the bargaining teams shall establish an agenda of items for negotiation. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by the parties.

2.8 <u>Executive Session</u>

Meetings shall be held in executive session unless otherwise mutually agreed.

2.9 Ad Hoc Committees

The parties may appoint joint ad hoc committees to research and study proposals, to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.

2.10 Item Agreement

As negotiation items, individually and collectively, receive tentative agreement, they shall be reduced to writing and initialed by each party and shall be binding, unless and until the parties are unable to agree on some other items being negotiated, at which time such tentative agreement may be withdrawn.

2.11 <u>Recesses</u>

Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional or lay consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.

2.12 <u>News Releases</u>

Except as required by law, both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.

2.13 <u>Final-Copy</u>

The Association will provide the Board with a final electronic copy of the Negotiated Agreement.

2.14 Agreement

When tentative agreement is reached between the teams, it shall be submitted to the Bridgeport Education Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the Bridgeport Education Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.

2.15 Disagreement

The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117.14(D)(1) as provided for under ORC 4117(C)(1)(f) in the negotiations for a successor contract. In the event agreement is not reached within forty-five (45) days of the expiration of the contract, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration of the contract, whichever is less.

In the event agreement is still not reached by the expiration date of this Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D (2) and Section 4117.18(c) of the Ohio Revised Code.

ARTICLE III – GRIEVANCE PROCEDURES

3.1 <u>General</u>

A. A grievance is an alleged violation, misinterpretation, or misapplication of this agreement.

- B. A grievant shall mean a member of the bargaining unit, a group of members or the Association alleging that some violation, misinterpretation, or misapplication of this agreement has actually occurred.
- C. The grievant shall receive fair and prompt treatment without fear of reprisal. Except as required by law, all proceedings shall be handled in a confidential manner in accordance with these provisions. No grievance, however, shall be heard during school hours.
- D. A day shall mean a working day. In summer, a day shall mean a workday (Monday through Friday) exclusive of holidays. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. Lack of adherence to time limits by the grievant shall result in dismissal of the grievance. Lack of adherence to time limits by the Board will result in denial of the grievance at that level and the grievant may proceed to the next level of the Grievance Procedure.
- E. Election of Remedies: A grievant shall not be denied his/her legal rights under the law; provided, however, upon the filing of a complaint to the grievant or on the grievant's behalf in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
- F. Except as required by law, copies of the documents pertaining to a grievance which has been filed shall be placed only in confidential files of the Treasurer of the Board and the President of the Association. The Treasurer shall make these available only to the members of the Board, the Superintendent, and by court order. All documents shall be destroyed as required by law.
- G. No grievant shall be represented by any teacher organization other than the B.E.A. in any grievance initiated pursuant to this procedure.
- H. No grievant shall be denied the right to legal advice and/or counsel in any of the levels listed below. At Level One, a grievant may be accompanied by any person of his/her choosing, provided such person is an employee of the school district.
- I. A grievance may be withdrawn at any level without prejudice or record.
- J. Copies of all written decisions of grievances shall be sent to the parties involved, namely, the Association Grievance Chairperson, the Aggrieved, the Treasurer, and the appropriate Administrator. The Association shall inform the Superintendent of the identity of the Grievance Chairperson by October 1 of each year.
- K. Forms for processing grievances shall be made available through all administrative offices in each building, the office of the superintendent, and through designated officials of the Association.

- L. No grievance shall be submitted to arbitration without the consent of the Association.
- M. If the alleged misapplication, violation or misinterpretation occurs at a level above the immediate supervisor, the grievance may be filed beginning at Level Three (3).
- N. The representatives of the Association shall be notified and permitted to attend any hearings beyond Level One of this procedure which may lead to a resolution of a grievance.

3.2 <u>Procedure</u>

A. <u>Level One – Informal</u>

Any teacher with an eligible problem shall discuss the same privately with his/her principal before a grievance shall be filed. The problem must be discussed within twenty (20) days after the alleged problem occurs. For the purposes of this article, "principal" shall be defined as the principal in the building or work site where the alleged grievance occurs.

B. <u>Level Two – Formal</u>

If the informal discussion does not resolve the problem to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with his building principal. If such grievance is not lodged within five (5) days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted, or misapplied and the relief sought. A copy of such grievance shall be filed with the Superintendent. The employee shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved employee and the Grievance Chairperson shall be advised in writing of the time, place and date of such hearing. The principal shall take action on the written grievance within five (5) days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, the Grievance Chairperson, the Superintendent and the Treasurer of the Board.

C. <u>Level Three – Formal</u>

If the action taken by the principal does not resolve the problem to the satisfaction of the employee, such employee may appeal in writing to the Superintendent within five (5) days from receipt of the written notice of the principal's action on said problem. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. The aggrieved employee and the Grievance Chairperson shall be advised in writing of the time, place, and date of such hearing.

The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or if a hearing is requested, five (5) days after conclusion of such hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Principal, the Treasurer of the Board, and the Grievance Chairperson.

D. <u>Level Four – Formal</u>

If the grievance is not satisfactorily resolved in Level Three, the grievant may, within five (5) days after receipt of the Superintendent's decision in Level Three, appeal the grievance to the Board. The appeal shall be in writing and shall contain reasons for the appeal and a copy of the Superintendent's decision at Level Three.

The appeal shall be heard at the next regularly scheduled Board meeting and, in any event, within twenty (20) days after receipt of the appeal. The grievant and the Grievance Chairperson shall be notified of the date, time and place of such appeal meeting. The Board shall investigate the grievance, including giving the aggrieved employee a reasonable opportunity to be heard. The Board shall render its decision in writing within five (5) days after holding a hearing on the appeal. A copy of the Board's decision shall be forwarded to the employee, the Superintendent, and the Association Grievance Chairperson.

E. Level Five – Formal

If the aggrieved person is not satisfied with the disposition of Level Four, he/she may request that the issue be submitted to arbitration within five (5) days after receipt of the written notice of the action taken by the Board at Level Four. Notice of request for arbitration shall be submitted in writing to the Treasurer.

The matter shall be submitted to an Arbitrator within ten (10) days after the request of either party. The Arbitrator shall be selected from the American Arbitration Association by their voluntary rules and regulations.

The Arbitrator shall have the authority to hold hearings and to confer with any person deemed advisable in seeking to effect recommendations for resolving the disagreement. Within thirty (30) days after receiving the matter under dispute, the Arbitrator shall report recommendation for settlement to the representative of the Board, and the representative of the Association. His/her decision shall be binding upon the parties. Cost of the Arbitrator's services shall be shared equally by the Board and the grievant.

ARTICLE IV – ASSOCIATION RIGHTS

The Association shall have the exclusive rights listed in this Article.

- 4.1 Information Concerning Board Meetings
 - Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular and/or any special meeting within the previous thirty (30) days; and (3) final budget and appropriation resolution.

B. <u>Notice of Board Meeting</u>

The Board shall give the Association at least 48 hours notice of all regular and 24 hours notice of any special Board meetings.

C. <u>Board Meeting Participants</u>

The Board shall allow an Association representative a reasonable period of time, not to exceed thirty (30) minutes, to speak during the time reserved for public discussion at regular Board meetings.

4.2 <u>Financial Information</u>

The Association president or his designee shall receive the following financial information, when completed, within ten (10) days of the request for said information:

- 1. Official Certificates and Amended Official Certificates;
- 2. Annual Appropriation Measure (complete);
- 3. Year-End Financial Report-Expenditures and Receipts (complete);
- 4. Budget;
- 5. Latest monthly financial report (complete);
- 6. SF 12, SM 1, SM 2 (State Forms);
- 7. Training and Experience Grid.

4.3 <u>Directory Information</u>

As soon as completed, the Board shall provide to the Association a list of the names, addresses, telephone numbers, and building assignments for all bargaining unit employees.

4.4 <u>Intra-District Mail</u>

The Association has the right to use any intra-district mail service that may exist in the district.

4.5 <u>Teacher Orientation</u>

The Board shall permit an Association representative to address new teachers at the close of the regular business session.

4.6 <u>Use of Facilities</u>

A. <u>Use of School Buildings</u>

- 1. The Association may use school buildings for Association meetings after the teacher work day.
- 2. The Association shall give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provision may be made for appropriate custodial and security services. The Association shall schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

B. <u>Use of School Equipment</u>

- 1. The Association may use school telephones, typewriters, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity.
- 2. The Association will provide all supplies and extra equipment costs and shall promptly pay for all long-distance calls and any tax attributable to the Association's long-distance calls.
- 3. The Association will assume financial responsibility for any loss or damage to school equipment which is caused by Association use.

C. <u>Use of Bulletin Boards</u>

The Association may use designated space on the bulletin board in the teachers' lounge for Association-related communications and notices.

4.7 <u>Association Activities</u>

A. <u>Transaction of Association Business</u>

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with planning periods, scheduled student-teacher, parent-teacher or administratorteacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours to sign in before transacting such business.

Β. **Release Time for Association President**

> In addition, duly elected or designated representatives of the Association will be released from duty without loss of pay to attend official meetings of the National and Ohio Education Association. Such released days will be limited to a cumulative total of four (4) days in any school year. Other than the cost of a substitute, the Board will not pay for any expenses.

4.8. Fair Share Fee

> In recognition of the United States Supreme Court in Janus v. AFSCME, 585 U.S. 878, 138 St. Ct. 2448 (2018) prohibiting Fair Share Fees, the Parties have mutually agreed to delete Article IV, Section 4.9 regarding Fair Share Fees. The Parties agree that if the Janus decision is overturned by court or legislative action, the Parties agree to reinstate Article IV, Section 4.9 - Right to Fair Share Fee - as it existed in the 2018-2021 Negotiated Agreement.

ARTICLE V – EMPLOYMENT

5.1 Limited Teaching Contracts

> All certified/licensed employees such as teachers, who do not qualify for a continuing contract shall be eligible for limited contracts as provided by the Ohio Revised Code.

5.2 Contract Sequence

Certified/licensed employees shall be eligible for limited teaching contracts in the following order:

1 st Year	Limited contract for one year
2^{nd} year	Limited contract for one year
3 rd year	Limited contract for one year
4 th year	Limited contract for two years
6 th year	Limited contract for three years

Every contract thereafter shall be for five (5) years until continuing contract status has been attained. Teachers shall become eligible for multi-year limited contracts through the process of evaluation by the Administration. Upon recommendation by the Superintendent of Schools and approved by the Board, a teacher shall be eligible for multi-year contracts in the order described above. The notification of appointment will be issued to employees

no later than April 30th. Said contract will be issued by May 30th and will contain the following information:

- (a) Name of employee
- (b) Type of contract (limited, continuing or annual notice of salary)
- (c) School year
- (d) Base salary
- (e) Number of pay periods
- (f) Statement of salary classification

Any employee hired prior to the 2018-2019 school year shall be subject to the contract sequence and employment protections in Appendix B (which originate from the Negotiated Agreement contract effective July 1, 2015 through June 30, 2018).

- 5.3 <u>Non-Renewal of Limited Teaching Contracts</u>
 - A. A teacher that has served in the district more than three (3) years shall only be non-renewed for reasonable grounds and fair and honest cause regulated by good faith.
 - 1. The Superintendent shall, on or before the first of June, deliver or cause to be delivered to the teacher a written notification that the intent of the Superintendent is to recommend to the Board of Education that the teacher will not be re-employed at the termination date of the limited contract. Reasons for the decision to non-renew need not be stated in the letter, but if the decision is related to the performance of the teacher, the decision must be supportable by evidence contained in the teacher's evaluation file. The evaluation file shall be open for inspection of the teacher and/or his designated representative at all times.
 - 2. All persons holding athletic supplemental contracts will be notified of the termination of their athletic supplemental contracts according to the following timelines: the notification herein however shall be exclusive to these designated contracts and shall in no way affect the provisions of Article VII Section 7.6 (D.):

Football and volleyball coaches:	on or before the first of December
Wrestling, Girls Basketball, Boys Basketball coaches:	on or before the first of April
Baseball, Softball, Girls Track, Boys Track Coaches:	on or before the first of June

5.4 <u>Resident Educator Program</u>

A. <u>Purpose</u>

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving *their* skills and knowledge *and* student achievement. The Resident Educator Program will be a Program administered by the Bridgeport School District.

This program shall not replace the negotiated employee evaluation program.

B. <u>Definitions</u>

1. <u>Resident Educator Program</u>

The program revised in 2022 to a two (2) year program, is designed to provide newly licensed Ohio educators with quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professionaleducator license. The Board and BEA have agreed that the District's program will be a three (3) year program to support teacher growth. In year three (3) mentors will work with teachers to support their growth through the Ohio Evaluation System. Mentors will document and submit meeting dates to the Superintendent during year three (3). A minimum of two (2) meetings per month (beginning in September and finalizing in April) will be held with the Mentor and Teacher during year three (3).

2. <u>Mentor</u>

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. <u>Resident Educator</u>

A Resident Educator is a teacher employed under a resident educator license.

4. <u>Formative Assessment</u>

Formative assessment – is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. <u>Mentors/Resident Educator</u>

- 1. <u>Selection of Mentors</u>
 - a. Association President will provide recommendations for the selection and assignment of mentors to the Superintendent.
 - b. A minimum of three (3) mentors will then be selected by the Superintendent.
- 2. <u>Qualifications/Roles</u>
 - a. The Mentor Teacher must have Continuing Contract status and have a minimum of two (2) consecutive years of teaching experience in the District.
 - b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
 - c. The Mentor Teacher must hold a valid teaching certificate/license.
 - d. The mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - e. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the resident educator.
 - f. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.
- 3. <u>Training</u>

Mentor Teachers shall be provided with the following:

- a. An orientation to mentoring responsibilities;
- b. State required mentor training.
- 4. <u>Responsibilities</u>
 - a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.

D. <u>Restrictions</u>

- 1. Any or all materials developed by Mentee/Mentor shall not be developed orutilized as a remediation program.
- 2. The Resident Educator is not required to complete an IPDP nor to utilize the LPDC process.

E. <u>Protections</u>

- 1. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- 2. In the event that the District does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- 3. Mentor Teachers shall not participate in the evaluation of any Resident Educator.
- 4. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- 5. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Mentee discussions.
- 6. All interaction, written or oral, between the Mentor Teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by theattorney/client relationship. Any violation of this tenet by the Consulting Teachershall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- 7. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- 8. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- 9. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

10. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

F. <u>Compensation</u>

- 1. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of days the Resident Educator and Mentor Teacher may have is two (2) per year for each of the Resident Educators and the Mentor Teachers. A Mentor Teacher who has been assigned two (2) Resident Educators will have a maximum of three (3) days release time. The release days may be taken in one quarter (1/4) day increments and shall be coordinated by the building principal/immediate supervisor.
- 2. In addition to the mutually agreed upon release time, each Mentor Teacher shall receive a stipend for each Resident Educator. The stipend for each year is broken down as follows: Year 1 \$2,000, Year 2 \$1,000 and Year 3 \$750. The Head Mentor also shall receive an additional \$500.00. The stipend is to be paid in June of that school year.
- 3. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.

5.5 <u>College Credit Plus</u>

The Board allocates funds to certify up to six (6) teachers for students to take College Credit Plus coursework while attending the District. Teachers that currently hold a master's degree will be reimbursed for the eighteen (18) hours required to become certified to teach college credit plus courses while teaching in Bridgeport. Teachers who do not have any coursework beyond their bachelor's degree will be reimbursed for their master's degree. Both the eight (18) hours and master's degree reimbursements must be approved by the Superintendent for the teacher to be eligible and granted reimbursement.

Teachers interested in participating in the College Credit Plus reimbursement program must agree to remain employed with the Bridgeport Exempted Village School District Board of Education for a period of five (5) full years following completion of the reimbursed credit hours or, as provided below, shall be required to repay all or a part of the tuition amount paid to the teacher or on teacher's behalf by the Board. A teacher who has been approved to participate in the College Credit Plus reimbursement program shall enter into a Memorandum of Understanding with the Board agreeing to the terms of the program, which shall require:

A. Teachers will be reimbursed for 100% of tuition and material costs after each course is successfully completed through evidence of: transcript/grade report, and

submission of a receipt of the tuition and material costs. All coursework taken must indicate a final grade of a C or higher in order to be eligible for reimbursement.

- B. Teachers teaching college credit plus courses for the District shall receive a stipend of \$750.00 per college credit plus course taught reimbursed at the end of each semester.
- C. If the teacher voluntarily terminates employment with the Bridgeport Exempted Village School District prior to completing coursework, the teacher will refund the entire amount of the educational expenses provided to the teacher.
- D. In the event that the teacher voluntarily leaves employment with the District within 24 months of receipt of tuition reimbursement from the District, the teacher agrees to reimburse the District for the full amount of tuition assistance/reimbursement paid by the District to the employee.
- E. In the event that the teacher voluntarily leaves employment with the District within 25 and 48 months of receipt of tuition reimbursement from the District, the teacher agrees to reimburse the District two thirds of the full amount of tuition assistance/reimbursement paid by the District to the employee.
- F. In the event that the teacher voluntarily leaves employment with the District within 49 and 60 months of receipt of tuition reimbursement from the District, the teacher agrees to reimburse the District one third of the full amount of tuition assistance/reimbursement paid by the District to the employee.
- G. After 60 months, if the teacher leaves employment with the District, the teacher will not be obligated to reimburse the District for any tuition assistance.
- H. In the event that the teacher owes a refund pursuant to the foregoing terms and conditions, the District may withhold from the teacher's paycheck, or disbursement of any kind, such amount as may be necessary to satisfy any balance due pursuant to the program. Such withholding may equal the entire amount of said paycheck or disbursement and may or may not fully satisfy the teacher's outstanding balance. In the event that the entire amount of the employee's remaining paychecks or disbursement does not satisfy the balance due, the District reserves the right to pursue all legal and equitable means at its disposal to collect such balance due, including recovery of attorney fees incurred by the District.
- I. The District's reimbursement of the teacher under this program is separate and distinct from the Tuition Reimbursement section in Article VII, Section 7.11.

5.6 <u>Retirement Incentive</u>

The Bridgeport Exempted Village Board of Education will provide a retirement incentive of \$10,000.00 or \$20,000.00 to any bargaining unit member who is eligible for full

retirement under any of Ohio's public employee retirement systems, providing the following conditions are met.

- A. The bargaining unit member must have at least five years of consecutive service in the Bridgeport School District.
- B. The bargaining unit member must give written notice to the Superintendent by April 30 of his/her intent to retire and submit a written letter of resignation by April 30 of the year in which he/she becomes eligible for full retirement; the retirement shall become effective no earlier than May 31st and no later than June 30 of the year in which the letter of resignation for retirement purposes is submitted.
- C. "Full Retirement" for the purpose of this provision means any bargaining unit member meeting the STRS minimum requirements but not more than 30 years service credit to apply toward the pension calculation.
- D. A bargaining unit member who is eligible for full retirement, but misses the April 30 deadline, forfeits his/her right to a full incentive.
- E. Any bargaining unit member retiring under this provision may apply for and shall be granted solely at their request, either a one or two-year contract of employment and a \$10,000.00 incentive (or a pro rata sum for time served in the rehired position) for each of the contract year(s), to be paid at the end of each retirement year. Said bargaining unit member may be assigned to their former position, if available, or an alternate position for which they are certified/licensed if the former position is not available.
- F. The retired bargaining unit member will be paid at the Bachelors' base salary step 0 for the one or two-year contract term. The contract shall expire at the end of its term without any notice or action required of the Board of Education and shall not be subject to the non-renewal provisions of the Master Agreement. For the purposes of seniority under Article XII, a retired bargaining unit member shall be considered the least senior in the applicable teaching field. A retiree's original date of rehire shall establish the retiree's seniority among the retired-rehired employees. The retired bargaining unit member shall be covered by all other provisions of the Master Agreement except as otherwise excluded under this Article.
- G. It shall be the responsibility of the bargaining unit member to be aware of when he/she becomes eligible for full retirement. Lack of knowledge or "innocent" errors shall not extend a bargaining unit member's deadline for written notice.
- H. After the completion of the one or two-year period, whichever is applicable, the relationship may be continued on a year to year basis upon the same terms set forth in Article XIII, Section 13.1 if the Board and the rehired, retired employee mutually agree by April 30th of the expiring term. In such case, there shall be no additional incentive pay.

- I. Election to retire under this article, whether or not rehired, shall be considered a break in service and no seniority shall accrue.
- J. The Board and the Association expressly intend this Article to supersede the provisions of O.R.C. §§124.39(B), 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, and 3319.17 and all other applicable laws, and this Article of the Agreement will not be grievable under the grievance procedure or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE VI – PAYROLL

6.1 <u>Deductions</u>

A payroll deduction policy will be established as follows:

A. <u>Association dues</u>

- 1. A signed authorization form for each teacher desiring dues check-off shall be filed with the Treasurer of the Board by the first (1st) Friday of the first (1st) week of school of each school year. Authorization for dues check-off shall be for the entire year and continue in effect until such time as it is revoked by the teacher. Revocation shall take effect at the end of the deduction period.
- 2. The Association Treasurer and the Board Treasurer shall compare dues deduction data of bargaining unit members and the amounts to be deducted from each member by the first (1st) Friday of the first (1st) week of each school year. If there is a discrepancy, it will be rectified as soon as possible.
- 3. One monthly check shall be sent to the Association.
- 4. No additional checks for other Association dues will be issued. No changes in payroll deductions will be permitted after the deadline (1st Friday of 1st student week of school in September), unless a change in family status occurs, or in the situation envisaged in #2 above occurs.

B. <u>Other Deductions</u>

- 1. Payroll deductions will be permitted for the various insurance and annuity programs currently in effect in the District, as well as political deduction.
- 2. After the first day of employment, all new teachers shall be normally permitted a period of one (1) week to sign up for payroll deductions, except

that new members of the Association shall have a period of 20 days to sign up for Association dues deductions.

6.2 <u>Check Stubs</u>

The following monthly salary information will be provided each employee at the beginning of each school year:

- A. Gross salary, Federal Tax, State Tax, Local Tax, retirement, all insurances, Association dues, annuities, sick leave, net pay.
- B. The foregoing information will also be provided to all certified/licensed employees should change in the calculation of any of the above occur.

6.3 <u>Direct Deposit</u>

All employees shall be paid by direct electronic deposit commencing with the first paycheck of September. All employees shall be provided electronically with a listing of the itemized deductions, commonly known as a pay stub.

6.4 <u>Pay Periods</u>

The Board of Education will pay contractual salaries on the basis of 26 pay periods as per the current contract and procedures in effect. Pay periods will continue every other Friday thereafter.

6.5 <u>Annuity Programs</u>

- A. Annuities will be authorized by the Board of Education when:
 - 1. The necessary conditions of the annuities fund have been met;
 - 2. At least three (3) employees request the annuity;
 - 3. The number of companies providing annuities does not exceed five (5);
 - 4. One company shall agree to serve as the collection agency for all companies.
- B. Payroll deductions for monthly payments to such annuity programs shall be in equal amounts and deducted from the teacher's pay. Forms to request such payroll deductions shall be provided to teachers by the Treasurer of the Board. Such deductions shall continue from month to month, year to year, until employment terminates, or the said teacher gives written notice to the Treasurer of the Board requesting such payment to be discontinued.

ARTICLE VII – COMPENSATION

7.1 <u>Salary Schedule</u>

Effective with the 2024-2025 school year, there will be an increase of four percent (4%) on the base salary.

Effective with the 2025-2026 school year, there will be an increase of two and 1/2 percent (2.5%) on the base salary.

Effective with the 2026-2027 school year, there will be an increase of two and $\frac{1}{2}$ percent (2.5%) on the base salary.

For any year of this Agreement that Fair School Funding is not continued by the State of Ohio, either party may request that negotiations be re-opened to discuss and establish the salary percentage for such years.

7.2 Advancement on the Salary Schedule

When a teacher completes additional training that would qualify the teacher to move to another column of the salary schedule, the salary of the teacher shall be adjusted at the beginning of the next semester upon the presentation of a certified transcript, or proper evidence of course completion, to the Treasurer of the Board of Education.

7.3 <u>Salary Index</u>

YEARS	DEGREE	150 HRS.	MASTERS	M.A.+15	M.A.+30
0	1.000	1.128	1.185	1.233	1.281
1	1.128	1.171	1.233	1.281	1.329
2	1.166	1.214	1.281	1.329	1.377
3	1.204	1.257	1.329	1.377	1.425
4	1.242	1.300	1.377	1.425	1.473
5	1.280	1.343	1.425	1.473	1.521
6	1.318	1.386	1.473	1.521	1.569
7	1.356	1.429	1.521	1.569	1.617
8	1.394	1.472	1.569	1.617	1.665
9	1.432	1.515	1.617	1.665	1.713
10	1.470	1.558	1.665	1.713	1.761
11	1.508	1.601	1.713	1.761	1.809
12	1.546	1.644	1.761	1.809	1.857
13	1.584	1.687	1.809	1.857	1.905
14	1.622	1.730	1.857	1.905	1.953

BRIDGEPORT SCHOOL DISTRICT SALARY INDEX EFFECTIVE 2024-2027

15	1.622	1.730	1.905	1.953	2.001
16	1.660	1.773	1.953	2.001	2.049
18	1.698	1.816	2.001	2.049	2.097
23	1.736	1.859	2.049	2.097	2.145
26	1.774	1.902	2.097	2.145	2.193

7.4 Funding Increase Contingency

If, during the life of this contract, there is an increase in funding from the State of Ohio to the Bridgeport Exempted Village School District due to a change in funding as mandated by the Supreme Court ruling in the DeRolph case and, if the increase of funds is at least \$400,000 to the General Fund (not earmarked by the State) over the previous year's receipts, then the Association will have the right to reopen the Master Agreement to negotiate salary only. Notice to reopen must be served within 30 days of notification that the district will receive new monies as a result of legislative or administrative action to comply with the DeRolph case.

Negotiations under this special reopener provision shall be in accordance with Article Negotiations Procedure, except that any unresolved disputes shall be submitted to binding arbitration under the voluntary rules of the American Arbitration Association and Articles Grievance Procedure of this Master Agreement.

7.5 Hourly Rate of Compensation

The hourly rate for Saturday school, after-school detention, after-school home instruction, summer school/intervention outside of the work year, and after-school intervention shall be twenty-seven dollars (\$27) per hour. Any required meeting or training that is assigned by the Superintendent, Curriculum Director, or Technology Director that takes place outside of the bargaining unit member's regular number of workdays (184 Teacher Days), or work year, shall be paid at a rate of twenty-seven dollars (\$27.00) per hour to the nearest quarter hour. The bargaining unit member shall submit and be fully approved for professional leave before attending any assigned professional development. The bargaining unit member shall submit for payment. Lunch will not be paid as work time in the time sheet. To ensure timely payment, the employee shall submit a timesheet to the appropriate administrator upon return from the professional development no later than the Friday before payday.

The District will reimburse for class coverage in the event that a teacher is asked to cover a class resulting in the teacher losing a prep period. The rate will be paid at \$16.00 per class period when a teacher does not have a prep period on the day of class coverage.

7.6 <u>Supplementals</u>

A. <u>Supplemental Duties Defined</u>

Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

- a. duration of supplemental contract
- b. title of supplemental contract
- c. amount of supplemental compensation or hourly rate by payment section
- d. supplemental job description

B. <u>Filling Supplemental Positions</u>

Posting of supplemental positions shall be in accordance with Article IX of this contract. When new or existing supplemental vacancies occur within the District, the most qualified applicant as determined by the Superintendent shall be granted the position. Acceptance of a supplemental contract shall be voluntary.

C. <u>Compensation for Supplemental Positions</u>

Compensation for supplemental duties shall be as set forth in the schedule attached to this contract, provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap or marital status.

Where an employee does not perform supplemental duties for the entire season or applicable activity, the employee shall only receive a portion of the supplemental pay based upon the share or portion of the duties for the season/activity performed. The Board recognizes that an employee performing a supplemental duty may have preparation time for a season/activity, which shall be taken into account when determining the share or portion thereof.

D. <u>Non-renewal of Supplemental Contracts</u>

At the end of each school year, every supplemental contract shall expire, and the Board of Education need take no action to non-renew supplemental contracts in the school district. If a teacher is to be hired on a supplemental contract, it will be based upon action taken by the Board of Education in hiring them after the expiration of the supplemental contract.

E. The Board shall pay the following supplemental positions according to the following percentage of the base salary:

Athletic Salaries	0/ of have colour
Athletic Director	% of base salary 22%
Assistant Athletic Director	8%
Football	070
Head	17%
Assistant	9%
Jr. High (no summer duties)	7%
Basketball	,,,,,
Head	17%
Assistant	9%
9 th	9%
8 th	6%
7 th	6%
Baseball	•••
Head	13%
Assistant	7%
JV Reserve	7%
Middle School	7%
Wrestling	
Head	13%
Assistant	7%
Junior High Coach	6%
Track	
Head	13%
Assistant	7%
Junior High Coach	7%
Golf	
Head	7%
Volleyball	
Head	13%
Assistant	7%
8 th	6%
7 th	6%
Girl's Softball	
Head	13%
Assistant	7%
JV Reserve	7%
Middle School	7%
Cross Country	8%
Physical Fitness Director	7%
Bowling	6%

Extra-Curricular Activities

Co-Directors Student Activities (each)	7%
Cheerleader Advisor:	
High School (Salary split if duties shared)	14%
Junior High	7%
National Honor Society	3%
High School Yearbook Advisor	10%
Auxiliary Band Coordinator	3%
Bulldog Bites Newsletter	3%
Prom Coordinator	3%
Career Club	2%
Jets	2%
Music/Choir Director	4%
Fall Gym Scoreboard Video Director	5%
Winter Gym Scoreboard Video Director	5%
Spring Musical Director	7%
Spring Musical Assistant Director	2%
Marching Band Director	4%
Art Club	2%
Interact Club Advisor	2%
Close Up Advisor	2%
Parent Coordinator	\$2,500.00
Early Childhood Ed. Grant Director	\$2,000.00
Extended School Year Speech	\$27.00/hr.
Band – 15 Days Extended Service	Daily Rate
Guidance Counselor – 3 Wks. Extended Service	Daily Rate

- G. It is the prerogative of the Board to add to or subtract from this schedule the positions listed above. Any additions, however, shall be discussed with the Association before setting the appropriate percentage, and will be negotiated in the next contract.
- H. The Band Director shall receive an additional fifteen (15) days per year paid at the per diem rate.

7.7 <u>Supplemental Information Notification</u>

A. The Board shall provide the Association President with a written list of any current supplemental duty not listed in this agreement by October 1st of the school year. The list shall contain the title of the supplemental duty and the percentage of the base salary being paid for such duty. Any current supplemental duty not listed in this agreement shall be paid at the greater of the current amount or two percent (2%) of the base salary.

B. The Board shall provide the Association President with a written list of all employees receiving extended service pay. The list shall contain the length of extended service duty for each employee by October 1st of the school year. An employee performing extended service duty shall be paid at the per diem rate of said employee.

7.8 <u>Safety Care Training and Compensation</u>

- A. For school years 2024-2025, 2025-2026, and 2026-2027, the Board shall provide a total sum of Five Thousand Dollars (\$5,000.00) per year to be allocated among teaching employees who serve either as trainers or receive training to provide safety care. Trainers will be responsible for providing the annual training to all faculty members who are selected by the administration to receive safety care training. In consultation with the special education director and building principals, the Association, on an annual basis, will present to the Board an allocation of how the \$5,000.00 is to be distributed among the teaching employees who are trainers or receive training. Payment of the amounts shall be made during the May supplemental payment. The allocation of funds is within the sole discretion of the Association.
- B. The Board recommends that the \$5,000 be distributed as follows: Three (3) teachers (1 High School, 1 Middle School, and 1 Elementary School) shall be designated to become certified safety care trainer. Each certified safety care trainer will receive SevenHundred Dollars (\$700.00) per school year and the remainder of the funds shall be distributed pro-rata among the teaching employees designated to receive safety caretraining.

7.9 <u>Dyslexia Certification and Compensation</u>

The Board, in conjunction with the East Central Ohio ESC (ECOESC), will A. provide Dyslexia Certification for two staff members (one in elementary and one in middle school). The ECOESC will be working in partnership with the AIM Institute to develop this certification pathway. The ECOESC will provide a consultant to support the teachers through the courses via optional Open Office Hours. The ECOESC will contribute 50% of the registration fee for member districts' allotted participants. The ECOESC will issue a \$500 stipend for each participant upon completion of each course including Pathways to Proficient Reading, Pathways to Structured Literacy, and the Practicum for a maximum total of \$1,500. BEVSD will provide, at a minimum, one half day per month for the participant to work on asynchronous coursework, pay the ECOESC for the remaining 50% of the course(s) registration fee, purchase the book Multisensory Teaching of Basic Language Skills (4th Edition) for each participant and provide a district point of contact to provide ongoing administrative support to the participants. The first course is tentatively scheduled to begin August 2022 and conclude January 2023. The second course is tentatively scheduled to begin January 2023 and conclude June 2023. The Practicum is scheduled to begin August 2023 and conclude January 2024. Funding is through FY24.

B. Since Dyslexia legislation and best practice speak to creating a sustainable credentialing pathway, employees agreeing to participate in this credentialing pathway must agree to remain employed with the Bridgeport Exempted Village School District for a period of three years after the completion of the credentialing pathway. Once registration occurs, the participant is indicating a commitment to complete the credentialing pathway, as registrations are non-transferable to another person. If the participant fails to complete the credentialing pathway and/or leaves the District prior to three years after completing the pathway, the participant shall be responsible for reimbursement of the full amount of the cost of the programs and resources. This provision is separate and distinct from the Tuition Reimbursement section, Article VII, Section 7.11.

7.10 <u>Severance Pay</u>

The Board of Education policy and this agreement regarding Severance Pay is as follows:

- A. The severance pay policy adopted by the Board on June 2, 1976, will remain intact for those employees with less than 10 years of service.
 - 1. For those employees with less than 10 years of service in the district, severance pay, at retirement, will be calculated at the employee's daily rate of pay at $12 \frac{1}{2}$ % of accumulated sick leave up to a maximum of 15 days.
- B. For those employees with 10 or more years of service with the State, a political subdivision or a combination thereof, a payment of one-quarter (1/4) of the value of the employee's accrued, but unused, sick leave with the maximum payment to be the value of sixty-nine (69). All remaining days of accumulated but unused sick leave shall be paid to the employee at the rate of Five Dollars (\$5.00) per day.
 - 1. The employee expresses his intent to retire on or before his last day of service.
 - 2. The employee is eligible for retirement his last day of service.
 - 3. The employee receives his first check from the retirement system within a period of 120 days from his last date of service.
- C. Should an employee die before having the opportunity to participate in this benefit, then payment shall be made to the estate of the decedent within sixty (60) days of the receipt of knowledge of said employee's death.
- D. In addition, if a bargaining unit member provides written notice to the Superintendent of the employee's intent to retire by November 15, the bargaining

unit member may receive up to an additional \$1,000.00 of severance payout to be paid in June upon receipt of official and documented STRS statement of retirement.

E. For new hires after August 1, 2012, maximum accumulation shall be reduced from 300 to 200 for severance purposes with a resulting decrease from 69 to 50 paid severance days.

7.11 <u>Tuition Reimbursement</u>

The Board of Education will pay \$390.00 per quarter hour or \$550.00 per semester hour for graduate credit achieved toward a Masters' Degree in Education or Masters' plus. An employee will not be reimbursed more than the actual cost per hour of a course.

- A. The total amount payable by the Board for tuition reimbursement and certificate renewal during any fiscal year (July-June) shall not exceed the sum of \$7,500.00. If this sum is not used it shall not accumulate.
- B. No employee shall receive more than \$1,500.00 per fiscal year (July-June).
- C. Those employees taking approved courses will be reimbursed in July following the year of completion and after all requests have been received by the deadline date of June 20th of the fiscal year. One check will be issued in July for the course work taken, during the fiscal year, provided that authentic records are presented to the Treasurer's office by the June 20th deadline verifying the courses and successful completion receiving a grade of "C" or better.
- D. In the event that the total amount requested exceeds \$7,500.00 the total number of hours completed by all employees shall be divided into the \$7,500.00 and teachers shall receive a pro-rata reimbursement.
- E. Upon registration the teacher must notify the Treasurer's office that they are registered and will be seeking tuition reimbursement.

7.12 <u>Substitutes</u>

- A. The Board shall continue to make every effort to employ properly certified/licensed instructional staff members to fill in during the absence of any staff member.
- B. In the event that regular or special teachers (i.e. classroom, physical education, music and art) are absent, the administration will attempt to secure a substitute teacher.
- C. In the event that it is impossible to secure a substitute for any teacher (as outlined in paragraph B. above), bargaining unit members on a volunteer basis shall be asked to cover the classes of absent colleagues. The rate of compensation shall be \$10.50 per class period.

ARTICLE VIII – BENEFITS

8.1 <u>Eligibility</u>

For regularly employed full-time teachers and on a pro-rated basis those teachers regularly employed on less than a full-time basis, but excepting substitute teachers, the following insurance coverage shall be offered by the Board. If the District's intended move to the Portage Area School Consortium does not occur beginning with the 2024-25 school year and the District is forced to stay with Stark County COG, the District will remain at the "cap" for medical, hospital, prescription drug, dental, and vision insurance coverage as it existed in the Negotiated Agreement that was in effect July 2021 through June 2024.

8.2 <u>Premiums</u>

The Board and the employee will split the cost of premiums for the following coverages as set forth below:

A. Hospitalization, Major Medical, and Prescription

2024-25 School Year – 83% Employer / 17% Employee 2025-26 School Year – 84% Employer / 16% Employee 2026-27 School Year – 85% Employer / 15% Employee

It is the District's intent to participate in the various premium reduction offerings available through the Consortium, which requires Employee participation for the District to be eligible to receive such premium reductions. Therefore, employees in the BEA bargaining unit agree to participate in the smoking cessation/surcharge program, annual health assessment program, and the biometric screening assessment that will allow the District to receive the premium reduction offerings. If the District does not qualify for the Consortium's participation reductions that result in the premium reductions listed above for an applicable school year (*i.e.* smoking cessation/surcharge, health assessment, and biometric screening), insurance coverage will revert to 83% Employer / 17% Employee for the applicable school year.

Under the Portage Area Schools Consortium, when the District participates in the smoking cessation/surcharge program to receive a premium reduction, the Consortium requires the District to implement a 10% premium surcharge to employees who use tobacco. Consistent with the Consortium's program, the employee shall be responsible for payment of the 10% surcharge amount.

Employees with an initial hire date of July 1, 2022, or later shall not be able to enroll the employee's spouse on the District's insurance coverage if the employee's spouse is able to enroll on coverage through the spouse's employer or a public retirement system. Any employee eligible to enroll a spouse on the District's insurance coverage, but has not done so, must notify the Treasurer of the employee's intent to enroll a spouse on the plan prior to September 1, 2024 and shall enroll the spouse during the immediately following open enrollment period (scheduled for November 2024). If the employee fails to notify the Treasurer or enroll the spouse in coverage during the 2024 open enrollment period shall not be able to later enroll the spouse in the District's insurance coverage.

B. Dental

The Employer shall pay 80% of the premium for dental insurance coverage and the Employee shall pay 20% of the premium.

C. <u>Vision</u>

The Employer shall pay 80% of the premium for vision insurance coverage and the Employee shall pay 20% of the premium.

D. <u>Life</u>

The Board shall pay 100% of the premium for employee life insurance coverage.

The percentages listed above under hospitalization will be the maximum paid by the Board toward the basic hospitalization plan.

8.3 <u>Premium Holidays</u>

In the event the District receives a medical and prescription premium holiday from its insurance carrier or provider, the portion of the premium for which the member would have been responsible shall be reduced by an amount equal to the employee's monthly premium and shall be evenly distributed throughout the plan year to all bargaining unit members who are enrolled on the Board's major medical and prescription drug plan. Sixty percent (60%) of any additional savings to the District shall be distributed equally among bargaining unit members enrolled in the medical and prescription plan to be paid the first pay in the month of December.

8.4 <u>Medicare Contingency</u>

In the event that Medicare is made mandatory by law for all members of the bargaining unit, this will immediately be negotiated.

- 8.5 Other Insurance Benefits
 - A. <u>Dental</u>

The Board of Education shall provide dental insurance in no case shall the Board's total contribution percentage for hospitalization, major medical, dental,

prescription, life insurance, and optical insurance exceed theamounts set forth in Item 8.2 above.

B. <u>Prescription (Drug)</u>

The Board of Education shall provide prescription drug insurance consistent with the plan offered through the Portage Area Schools Consortium in no case shall the Board's total contribution percentage for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts setforth in Item 8.2 above.

C. <u>Life Insurance</u>

The Board of Education shall provide a \$30,000 group term insurance policy for all employees covered by the negotiated agreement Article V and Article VI; in no case shall the Board's total contribution percentage for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts set forth in Item 8.2 above.

D. Optical Insurance

The Board shall provide an optical insurance coverage program, such as the Vision Services Plan (C) of the J.W. Didion & Associates, or its equivalent in no case shall the Board's total contribution percentage for hospitalization, major medical, dental, prescription, life insurance, and optical insurance exceed the amounts set forth in Item 8.2 above.

8.6 Board Pick Up STRS

State Teachers Retirement System Board (hereafter STRS) "Pick Up" shall be implemented and effective with execution of this agreement. The change in procedure will be at no cost to the Board and is solely for the purpose of reducing current Federal Withholding Tax for certified/licensed employees. This procedure will remain in effect as long as the Internal Revenue Ruling #77-462 and the rules and regulations of the STRS remain substantially unchanged.

- A. Teachers are individually responsible for reviewing the relationship between this Article and any other tax deferral arrangements they may have.
- B. The following guidelines must be met for implementation of the employer "pick up" of teacher contributions:
 - 1. The employer elects to pick up the required employee contribution in accordance with the Internal Revenue Ruling #77-462 which is supported by Attorney General Opinion #78-049 and #82-097.

- 2. The "pick up" must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not an individual member's option.
- 3. All of the certificated/licensed employees must be included for "pick up" purposes.
- 4. Earnable compensation for "pick up" purposes includes overtime or supplemental earnings. The amount picked up by the employer on behalf of the teacher does not discharge, relieve or reduce the employer contributions required by Section 3309.49 of the Revised Code.
- 5. The amount picked up by the employer is applied toward teacher contributions under Section 3307.53 of the Revised Code. All statutory and regulatory requirements applicable to Section 3307.53 Ohio Revised Code must also apply to the "pick up." The Board agrees to account for the amount of the "pick up" but otherwise assumes no further liability.
- C. The Board may refuse to accept "pick-ups" if so directed by the Internal Revenue Service and the STRS if guidelines based upon the changing status of laws are not followed or if the qualified plan status of the STRS is placed in jeopardy. Should for any reason the current taxation or deferred taxation "pick up" plan be determined null and void by either the Internal Revenue Service or the STRS, the Board assumes no liability for any back taxes, interest or penalties that may be applied by the Internal Revenue Service or the STRS. This will be solely the responsibility of each individual member.

ARTICLE IX – WORKING CONDITIONS

9.1 Parent-Teacher Conferences

The Board of Education will direct the administration to survey the individual buildings to determine the need for parent-teacher conferences, and to further determine whether one or two days will be sufficient to provide adequate time for parent-teacher conferences.

9.2 Procedures and Definitions for Transfers, Reassignments, and Vacancies

A conference shall be held between the professional staff member and the building principal explaining the reason a transfer of the individual is being considered. If reassignment is deemed necessary, the professional staff member will be given written notice. At the elementary level, once the particular grade assignment is determined for the transfer/reassignment, the transfer/reassignment shall be made on a reverse seniority basis, with the last person hired in the district who is in the affected assignment being subject to the transfer/reassignment. At the secondary level, once the area of assignment

to be affected is determined, the transfer shall be made on a reverse seniority basis, with the last person hired in the district being subject to the transfer/reassignment. Professional staff members being transferred as a result of a principal initiated request or administrative initiated request shall be informed by July 5th, and if suitable openings exist, the professional staff member shall be reassigned. Professional staff members subject to involuntary transfer shall be offered a choice of available assignments for which they are certified/licensed at the time any transfer is being considered.

- A. A transfer shall be defined as a move from one building to another building.
- B. A reassignment shall be defined as a move from one subject area or grade level within the same building.
- C. A vacancy shall be defined as any position left unfilled as a result of transfer, nonrenewal, resignation, retirement, termination or death, or any newly created or partially modified position.
- D. The final decisions relative to transfers shall rest with the Superintendent of Schools. If a request for transfer is denied, the Superintendent, if asked by the teacher, will give reasons for the denial.

9.3 Involuntary Transfers

Should the Board deem it necessary to involuntarily transfer a bargaining unit member, the following procedures shall apply:

- A. The Board will make every reasonable attempt to avoid involuntary transfer.
- B. No bargaining unit member shall be involuntarily transferred if other eligible bargaining unit members will voluntarily transfer.
- C. Any bargaining unit member subject to involuntary transfer will receive ten (10) days prior notice in writing giving reasons for the proposed involuntary transfer. Upon request, such bargaining unit member shall be granted a hearing with the Superintendent before the transfer is completed.
- D. No employee shall be transferred or reassigned for arbitrary, capricious, or disciplinary reasons.

9.4 <u>Voluntary Transfers</u>

A. Request for transfer will be considered by appropriate administrative staff including the Superintendent or his/her designee, the principal of the building to which the teacher is currently assigned and the principal of the building to which the transfer has been requested.

- B. A teacher requesting a transfer shall be given the opportunity to discuss the request with the involved building principals, supervisors, coordinators, and where appropriate, the Superintendent.
- C. July 1 will be the normal cut-off date for voluntary transfers. However, if the principals involved can make satisfactory arrangements and if the teacher still desires the transfer, the transfer may be made after that date.

9.5 <u>Vacancies</u>

- A. As long as a bargaining unit member is qualified for the position under state requirements at the time of the posting, the internal candidate can bid on the position. Vacancies are defined in Article IX, Section 9.2 (C.).
- B. All vacancies (instructional and supplemental) that occur, shall be posted for a seven (7) working day period in the main office of each building. During summer months, all certified staff shall be notified of postings via school email. The announcement shall include a job description, list of qualifications, and the final date of application.

9.6 <u>Class Size</u>

The Board is aware that class size has a bearing upon effective teaching. It, therefore, directs the Superintendent to work with the building principals in establishing a reasonable and equitable class enrollment for each teacher. The Board also understands that achieving the goal is dependent upon the financial ability of the district and the available space in the district for classrooms. In determining the size of various classes, the administration will consider the following factors:

- A. The type of load which will help the teacher be most effective with the children in the class.
- B. The experience of the teacher and his/her familiarity with the policies and programs of the school district.
- C. Required preparation and correction time for a particular class. All efforts will be made to keep the enrollment in the primary grades as low as possible in order to establish a strong foundation for these youngsters.

9.7 <u>School Calendar</u>

A. The school calendar shall consist of 184 days. A Calendar Committee composed of four (4) certified/licensed employees, selected by the Association and composed of one (1) representative from the High School, one (1) from the Middle School, one (1) from the Intermediate School, and one (1) from the Primary School, and one (1) classified employee selected by the Bridgeport Association of Classified Employees President, shall meet with the Superintendent of Schools in the month of December or January (or November, if the Committee schedules to meet in November) each year for the purpose of having a free exchange of ideas relative to the composition of the school calendar for the ensuing year.

B. If the committee and the Superintendent fail to agree on a calendar, each shall submit a proposed calendar to the Board, which maintains final authority in setting the school calendar.

9.8 <u>Calamity Days</u>

For calamity days in which school buildings are closed, the following shall apply:

- A. The first five (5) days in a school year in which school is closed, bargaining unit members will not be required to report to their assigned building and such days will be designated as traditional "days off."
- B. For days six (6) through fifteen (15) in which school is closed to in-person learning, faculty will report to their assigned building by 9:25 a.m. and provide remote learning until 2:45 p.m. This time will be counted as instructional hours. If the Superintendent determines that road or environmental conditions are too severe for employees to travel to work, employees will be notified through the all-call system and will be permitted to work from home to provide remote learning.
- C. For days sixteen (16) through twenty (20), faculty will have the option to work from home or report to the building. Faculty must be readily available to provide remote learning to students during regular school hours from their home or the building, which shall be the hours of 7:25 a.m. through 2:45 p.m. This time will be counted as instructional hours.
- D. If the State of Ohio or an authorized State Official (such as the Governor or Superintendent of Public Instruction) deems that remote learning may not be utilized for calamity days, the old calamity day procedure will be utilized.

9.9 <u>Work Day</u>

The work day for members of the bargaining unit will be 7 hours and 25 minutes (inclusive of lunch and planning periods). Starting and dismissal time for bargaining unitmembers to be determined by the administration and the Board of Education, except that starting and dismissal times in each building may be determined by majority vote of the Association members in that building, providing that such times do not conflict with the scheduled board hours.

9.10 Duty Free Lunch

Each bargaining unit member shall have $\frac{1}{2}$ hour duty-free lunch during the student school day.

9.11 <u>Planning Period</u>

The District has worked collaboratively with the Association to secure a planning period for all. All teachers shall have one uninterrupted planning period daily, the length of which must be equal to the shortest class period.

9.12 Work Year

The work year for bargaining unit members shall be 184 days. Bargaining unit members are to be excused from duty, at no reduction in pay, when schools in the district are closed due to calamity. Make up days will be determined by the Board of Education for those days above and beyond the allowable calamity days under state law and will be made up with no increase in pay. The bargaining unit member will be required to work the 184 days less any calamity days approved by the State.

9.13 <u>Non-Teaching Duties</u>

Teachers shall not be required to perform the duties of cafeteria employees as, for example: food preparation, food serving, utensil processing or cafeteria clean-up.

Teachers shall not be required to perform the duties of custodial employees as, for example: maintenance, washing, painting and cleaning.

General Fund teacher aides in elementary buildings should be used to handle lunch-room, playground and bus loading duties.

The building principal will work with teachers in his or her building to develop general job descriptions for general fund aides. Following the determination of assignment and general job description of an educational aide and subject to supervision by the teacher's immediate administrative officer, a teacher to whom an educational aide is assigned shall make a determination of duties to be assigned to such aide.

It shall not be necessary for certified/licensed employees to be present in areas being supervised by general fund teacher aides. In the event that such aides are not present for any reason, teachers shall be assigned such duties.

9.14 Email Signature

The Board and/or administration will develop a standardized e-mail signature for District e-mail accounts, which shall be utilized by all Employees.

ARTICLE X – LEAVES

10.1 Sick Leave

- A. The first paycheck in September will contain information as to the accumulated sick leave to date through the month of August of that calendar year.
- B. Sick leave shall accumulate at the rate of 1 ¹/₄ days per month and at a maximum of 15 days per year. Each teacher's maximum accumulation shall be 300 days.
- C. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated/unused sick leave upon verification of such accumulation from the proper public agency, pursuant to Section 3319.141 of the Ohio Revised Code, up to a maximum accumulation authorized pursuant to the above section.
- D. New employees will be granted 5 days of sick leave credit with the effective date of their first contract. After four (4) months of service has elapsed, they will be entitled to receive 1 ¼ days for each additional month of service for a maximum of fifteen (15) days per year, after the first year.
- E. Sick leave credit may be used for absences due to personal illness, injury, pregnancy, exposure to contagious disease, which could be communicated to other employees or the children, and absences due to illness or death in the immediate family. Sick leave may not be used for an employee to engage in other gainful employment while using sick leave. Sick leave shall be limited to the maximum sick leave accumulated by the teacher. For the purpose of this policy, immediate family means spouse, children, father, mother, sister, brother, in- laws, grandparents, and grandchildren, and, in addition, other relatives who live in the immediate household. Where an employee uses four (4) consecutive days or more of sick leave, the employee shall furnish a written, signed statement or comparable electronic statement from the employee's physician or healthcare provider to justify the use of sick leave.
- F. Only one day of sick leave may be used for the death of an aunt, uncle, niece, nephew, or cousin. However, exceptions to (11) may be made by the Superintendent of Schools.
- G. A member who does not use any sick leave during a semester shall receive an incentive payment of two hundred dollars (\$200) at the conclusion of the semester. A member who does not use sick leave during the entire school year shall receive, in addition to the semester incentive payments, a bonus incentive payment of two hundred dollars (\$200) at the conclusion of the school year, which shall be a total bonus of \$600.

10.2 <u>Sick Leave Donation Program</u>

- A. The Bridgeport Exempted Village School District Board of Education, the Bridgeport Association of Classified Employees and the Bridgeport Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.
- B. To qualify for the Sick Leave Donation Program, an employee must have experienced a personal catastrophic illness, injury or a member of the employee's immediate family must have experienced a catastrophic illness or injury. The employee must have depleted his/her accumulated sick leave, vacation leave and personal leave and used possible advances of sick leave days under this Agreement, and additional days are still needed. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term or reoccurring.
- C. Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee. The Sick Leave Donation Committee will consist of two (2) Bridgeport Education Association members, two (2) Bridgeport Association of Classified Employees, and two (2) Administrative members. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:
 - 1. The employee must have experienced a personal catastrophic illness or injury or a member of the employee's immediate family must have experienced a catastrophic illness or injury, as defined in this section that has exhausted or will exhaust the bargaining member's sick leave. If so, the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, mother, father, children, brother, sister, mother-in-law, father-inlaw, and grandchildren.
 - 2. Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendix A) and submit one copy to the Superintendent and one copy to the Association President. An employee can apply to the sick leave bank when an employee has a balance of ten (10) days or less of accumulated sick leave/personal leave/vacation leave.
 - 3. All leave balances must be exhausted before an application would be granted. Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.

- 4. The total use of the Sick Leave Donation shall not exceed the current school year.
- 5. All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.
- 6. All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendix A).
- 7. Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. If two (2) of the votes cast is a "no" vote then the application is denied. All voting will be done by secret ballot.
- 8. An employee may request donations more than once in any school year for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days an employee may use per request shall not exceed fifteen (15) days. Total allotment for the year for an employee is up to a maximum of thirty (30) days. After the thirty (30) days have been exhausted, the employee may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
- 9. When the Sick Leave Donation Committee convenes to consider an employee's initial donation request of fifteen (15) days, the Committee may approve the initial donation request of fifteen (15) days pursuant to subsection vii and, in its discretion, also take action to contingently approve a second fifteen (15) day donation request for the employee. If the Committee contingently approves a second fifteen (15) day donation request, and the employee makes a request for the additional fifteen (15) days, a designee from the Bridgeport Education Association, Bridgeport Association of Classified Employees, and the Administration will consider whether the second request will be approved. The final approval must be by consensus of all three designees and approval can be communicated among the designees for the approval of the second request, the entire Sick Leave Donation Committee will convene to consider the second request.
- D. An employee may apply to the Committee for withdrawal in advance of the depiction of his/her accumulated sick leave, to be granted, if needed, upon such depletion.
- E. Withdrawals shall be in full day units.

- F. All applications for withdrawals shall be in writing, shall be verified by the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee.
- G. A doctor's statement is required with the application in order for the application to be considered.
- H. Employees who have a minimum of forty-five (45) accrued but unused sick leave days at the time the donation request is made, may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix A) to the Committee. Those days contributed will be deducted from the sick leave totals of the donor employees and will not count for purposes of Article X Section 10.1 (G.). Leave Incentive.
- I. The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.
- J. Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
- K. Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed. Donated sick leave may only be used for the catastrophic illness or injury of the employee or member of the employee's immediate family that was the basis for the donated sick leave request. A limit of four (4) days may be used from the sick leave bank (if allocated by the treasurer's office) for reasons that are not listed under the reason for the sick leave request (documented on district form).
- L. No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.
- M. The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.
- N. Applications for the Sick Leave Donation Program may be obtained from the Board office.

- O. Decisions by the Committee are not subject to the Grievance Procedure of this Agreement and shall not be appealable.
- P. The Committee will meet once per year by October 1st to annually review its guidelines.
- Q. Any district employee is eligible to submit an application to the Sick Leave Donation Committee.
- 10.3 <u>Personal Leave</u>
 - A. Each employee in the Bridgeport School District will be permitted personal leave not to exceed three (3) days during the school year, without the loss of salary to transact business of a personal nature that cannot be transacted during the normal school day. The employee shall give at least five (5) days' notice when possible. New employees hired during the school year will be granted pro-rated personal leave based upon the employee's date of hire and the amount of time remaining in the school year.
 - B. No more than 10% of the certified/licensed staff in each building division (Elementary grades PK-4, Middle School grades 5-8, High School grades 9-12) shall be granted personal leave at the same time. Fractions shall be rounded to the next whole number. Upon approval of the Superintendent, the 10% limitation may be waived. Misuse or abuse of this leave shall be considered as grounds for such disciplinary action as the Board of Education may deem advisable. Teachers who are assigned in multiple building divisions shall be annually designated to one building division roster for the purposes of enforcing the provision.

All leave requests will follow kiosk procedure as set up by the District.

C. Unused personal leave shall be converted to sick leave.

10.4 Professional Leave

Certified/licensed staff members may be granted authorization by the Superintendent of Schools to represent the Bridgeport School District at educational meetings and conferences and on State Department of Education Committees with expenses paid by the Board of Education in conformance with Board of Education adopted policies. Request for such leave shall be made at least two (2) weeks prior to the event to the Superintendent of Schools. The request shall include the date(s), purpose and estimated expense of the leave. When approval is granted, the following provisions will be in effect:

- A. Registration Fee: \$75.00 maximum per person per conference
- B. Lodging: Actual cost, maximum of 3 nights, standard single or double accommodations, receipt required.

- C. Meals: Only authorized on overnight leave. Actual cost and a maximum of \$22.50 per day, receipts required.
- D. Travel: Current IRS rate per mile for personal car. Actual cost if public carrier. Advance approval of type of carrier required, receipt required.

10.5 <u>Parental Leave</u>

- A. A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child-rearing as follows:
- B. A teacher who is pregnant shall be entitled, upon request, to a leave of absence not to exceed 120 consecutive work days (with calamity days included as work days.) The beginning and ending dates of the total time of absence from work will be determined by the employee and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided, she is able to properly perform her required functions.
- C. A male teacher will be entitled, upon request, to a leave of absence, without pay, between the time of the birth of his child and a total of 120 consecutive work days (with calamity days included as work days.)
- D. A teacher adopting a child (i.e. age six (6) years or less) will be entitled, upon request, to a leave of absence to commence at any time during the first year after receiving defacto custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of 120 consecutive work days (with calamity days included as work days.)
- E. Request for leave under this article shall include the anticipated initial beginning and ending date.
- F. Early termination of such leave may be granted at the discretion of the Superintendent.

10.6 Assault Leave

A. Assault leave coverage may include any physical encounter with any student (or parent/guardian of student) currently enrolled in the school district during the current school year, irrespective of time or place of occurrence. The assaulted employee shall notify the Superintendent of Schools, or school district office providing as much detail as possible, within forty-eight (48) hours of the time of the assault. Such notification shall be in written form. Incidents occurring in locations other than school property shall require law enforcement involvement

immediately to be applicable to the assault leave policy. The number of days absent from work assignment with the employing school district shall be determined by recommendation of a competent licensed medical or dental professional. Verification of recommended absence due to assault is to be submitted to the school administration in written form by the medical/dental authority. Responsibility for securing such verification rests with the assaulted employee.

B. In the event that there is a question as to the authenticity of reported occurrence and incident of assault, a review of two principals, including the principal of the assaulted employee's building, shall investigate and determine blame or fault and shall recommend disposition to the Board at its next regularly scheduled meeting. The Board shall make final determination as to whether to grant or not to grant assault leave. If the assaulted teacher is not satisfied with the decision of the Board of Education, he/she may take the determination to Level 5 of the grievance procedure.

10.7 <u>Sabbatical Leave</u>

Teachers who have been employed by the Board for at least five (5) consecutive years shall be granted leave upon proper application, for not more than one (1) year for the purpose of professional improvement, in accordance with the Ohio Revised Code, Section 3319.131, subject to the following conditions and procedures:

- A. Not more than three percent (3%) of the professional staff may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
- B. The request for leave must be filed with the Superintendent in advance. Application, including an outline of the program for professional improvement, must be submitted by June 1st for consideration of leave for the upcoming school year. If for some reason the initial proposed program is unacceptable, the teacher will be provided with a written statement specifying the reasons why the proposed program is unacceptable, and the teacher will be offered a grace period of two weeks (10 school days) to resubmit the program. A statement of achievement must be submitted at the conclusion of the leave.
- C. The Board may employ a satisfactory substitute. The teacher, who is on sabbatical leave, shall receive the difference between his/her salary and the substitute teacher pay less any unemployment benefits that the Board is required to pay the substitute through the Ohio Bureau of Employment Services.
- D. A staff member, upon return from leave, shall be assured employment either in his/her former position or a comparable one carrying like status and pay. All rights and respect to contract status and other benefits shall be granted to the staff member upon return to employment except sick leave shall not accrue during the time of the sabbatical leave nor shall the teacher receive salary increment.

E. No teacher shall be granted leave more often than once for each five (5) years of service and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

10.8 <u>Court Leave</u>

When a teacher is called for jury service or is subpoenaed to serve as a witness in a court action, he/she shall give his immediate supervisor proper notice and the Board shall reimburse the teacher for the difference between his/her regular pay and the amount he/she receives for court service. It is the responsibility of the teacher to collect for his/her court services.

10.9 Medical Coverage on Leave

Any person on any board-authorized leave of absence shall be entitled to participate in the district's insurance plans, pursuant to COBRA, by paying the amount of the entire premium to the Board's Treasurer once a month. The check(s) must arrive at the Board Treasurer's office by the time designated by the Treasurer.

ARTICLE XI – ACCOUNTIBILITY; EVALUATION and FAIR TREATMENT

11.1 Progressive Discipline

The Board agrees that the principals of progressive discipline will be followed with respect to all incidents warranting disciplinary action. Formal disciplinary action shall be taken only for just cause.

A. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the member's personnel file.

B. Formal Discipline

First Step – Verbal reprimand

Second Step – Written reprimand(s)

Third Step – Suspension - The Superintendent may suspend a bargaining unit member up to five (5) days with or without pay. If a suspension without pay is

imposed, the bargaining unit member will continue to receive insurance benefits during the suspension period as provided in Article VIII.

Fourth Step – Demotion – A member can be demoted by being dropped one (1) step on the pay scale for a one (1) year period. A demoted member will maintain his or her seniority during the year of demotion. After one (1) year, the member shall be restored to the step they would have been had the demotion not occurred.

Fifth Step – Termination - Based upon the severity of the situation, disciplinary action may warrant deviation from the above provided progressive discipline procedural order. Excluding Informal Warnings/Verbal Reprimands, disciplinary action shall be subject to the grievance procedure.

Termination shall be performed in accordance with Sections 3319.16 and 3319.161 of the Ohio Revised Code, and not subject to the grievance procedure.

- C. Prior to the imposition of a suspension, demotion or termination, a conference will be held with the member. Following the conference, the member shall be advised in writing of the discipline imposed, if any.
- D. If discipline is imposed by an administrator other than the Superintendent, the member may request a meeting with the Superintendent prior to the written record of the discipline being placed in member's personnel file. Member must request the meeting within three (3) days of receipt of the discipline from the administrator. If requested, the Superintendent, administrator and member will meet to discuss the discipline. Based upon the meeting, the Superintendent may affirm, modify or reverse the discipline. This provision shall not affect the Grievance Procedures set forth in Article III.
- E. A member may request the presence of an Association representative at any conference with an administrator which the member believes may result in discipline. When such request is made, the conference shall not proceed until a representative is in attendance.

11.2 Complaints Against A Staff Member

- A. The administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in the main personnel file of a certified/licensed member unless:
 - 1. A conference was held including the complainant, the certified/licensed staff member and the principal or immediate supervisor of the certified/licensed staff member.

- 2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or immediate supervisor and initialed by the certified/licensed staff member.
- 3. In the event a record of the conference held between the complainant, staff member and immediate supervisor is filed in the staff member's personnel file, the certified/licensed staff member shall be notified in writing and shall be given an opportunity to write a rebuttal to such record for placement in the personnel file.
- 4. No complaint shall be heard by the Board of Education until the above procedures have been followed. If a complaint is lodged with the Board about a teacher, the complaint will be heard in executive session. If the complainant appears without notice at a Board meeting, the complainant shall be heard in executive session and later the Board shall schedule a new meeting in order to give the teacher an opportunity to be present and heard.

11.3 Prohibition Against Public Criticism

- A. Any criticism of a bargaining unit member by a Supervisor, Administrator, Board Member or other agent of the District shall be made in confidence and never in the presence of pupils, parents of pupils, other employees, on public social media, or at public gatherings. All criticism shall be confidential.
- B. Any criticism of a Board Member, Superintendent, Supervisor, Administrator, or other agent of the District shall be made in confidence and never in the presence of pupils, parents of pupils, other employees, on public social media, or at public gatherings. All criticism shall be confidential.

11.4 <u>Personnel Files</u>

- A. The Board shall maintain an official personnel file for each teacher in the administrative center. From the date hereof, all items in the file shall show the date of filing. All documents in the file shall be signed or identified as to source.
- B. Each teacher has the right to examine his/her file upon request. The teacher may be accompanied by a representative. The teacher has the right to attach written documents to any item in the file.
- C. The file shall not be removed from the administrative center by the teacher. (Copies may be obtained at the employee's cost.)
- D. Personnel files shall contain the following:
 - 1. Application for employment including references;
 - 2. Copy of the latest contract and/or salary notice;

- 3. Teaching certificate (copy);
- 4. Official transcript of college credits;
- 5. Record of military service;
- 6. Evaluation forms;
- 7. Letters of reprimand/commendation.
- E. 1. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the teacher.

He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy. Upon the teacher's request, written reprimands and/or critical letters or those of a disciplinary nature will be removed from the teacher's personnel file providing that five (5) years have elapsed after the effective date of the document and providing that there are no intervening reprimands or disciplinary letters during the five (5) year period.

- 2. Anonymous letters or material shall not be placed in the teacher's file nor shall they be made a matter of record.
- 3. Material shall be removed from a teacher's personnel file when he/she claims that it is inaccurate or unfair as proven by the grievance procedure.
- 4. Access to the personnel file of an employee should be limited as provided by law and to the employee and his/her representative, any administrator, or the Board of Education in executive session.
- F. Upon the request of the member, verbal and written reprimands will be considered closed and will be removed from a member's personnel file after one (1) year so long as no additional occurrences of similar conduct resulting in additional disciplinary action have occurred. Upon removal from the member's personnel file, documentation memorializing a verbal or written reprimand will be maintained in a separate file as required by law and the Board's record retention policy.

11.5 <u>Teacher Evaluation</u>

The evaluation of a teacher's professional performance is the responsibility of the administration; however, the individual teachers within the district should have the desire to improve their professional performance, and their formal training and experience provide them with a basis for such improvement upon evaluation. Any bargaining unit member subject to the Ohio Teacher Evaluation System (OTES 2.0) or the Ohio School

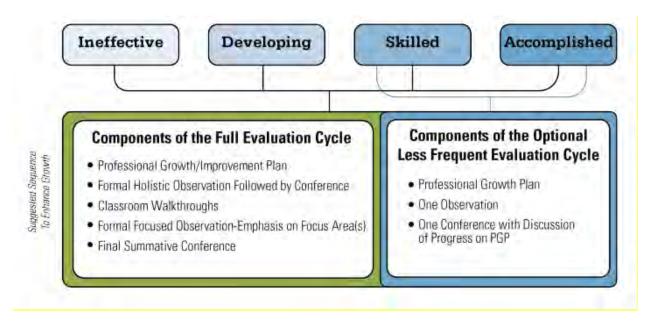
Counselor Evaluation System (OSCES), shall be evaluated in accordance with the Standards-Based Teacher Evaluation Policy (3220) adopted by the Board.

- A. <u>Performance Components</u>
 - 1. Self-assessments are a best practice, but not required to be completed.
 - 2. Pre-Conferences are strongly recommended unless the teacher opts-out.
 - 3. All observations will be scheduled mutually between the evaluator and teacher.
 - 4. Feedback following all formal walkthroughs will be provided to the teacher within 5 working days.
 - 5. Post-Conferences are strongly recommended unless the teacher opts-out.
 - 6. Other conferences are not required unless requested and mutually agreed upon.
- B. <u>Evaluation Cycle</u>
 - 1. Teachers are strongly encouraged to have 1 focus area, but no more than 2.
 - 2. Teachers recommended for non-renewal may request a different district trained evaluator for their 3rd evaluation.
 - 3. Teachers electing to retire prior to December 1st will not be evaluated as long as they submit their letter of retirement to be approved by the board by December 1st.
 - 4. Teachers on board approved leave for more than 50% of the school year will not be evaluated.
 - 5. Any teacher on a limited or extended limited contract <u>and</u> under consideration for non-renewal will have three formal observations. The evaluator and teacher will meet to discuss implementation. Implementation would include the following: Using the OTES 2.0 protocol where the first observation would include a holistic observation, the second observation would be a focused observation and the third would be an additional holistic observation. Again, on the third observation, the teacher may request a different evaluator.
- C. <u>Professional Growth Plan</u>
 - 1. Only 1 goal is required.

- 2. An initial Professional Growth Plan is due by October 1^{st} .
- 3. The professional growth plan will be personally developed and must align to the school and district goals.
- D. <u>High-Quality Student Data</u>
 - 1. Research based programs and or curriculum, and every teacher/district collaboratively agreed upon HQSD.
 - 2. The evaluator and teacher will mutually discuss the use of the HQSD.
 - 3. The teachers and evaluators collaboratively agree together.
 - 4. HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

E. <u>Timeline for Completion</u>

- 1. All teacher evaluations shall be completed by the 1st day of May (Final Holistic Rating of Teacher Effectiveness Completed).
- 2. Final written copy of the evaluation to the Teacher by May 10^{th} .
- 3. Teachers shall have the right to make a written response/rebuttal and have it attached to the report prior to it being placed in the teacher's file.
- 4. The teacher concerned shall sign the copy of the observation form or evaluation document to signify that it was discussed with him/her, but the signature does not signify that the teacher concerned either agrees or disagrees with the findings.
- 5. Upon request, a teacher may be granted an additional observation/evaluation at the sole discretion of the Superintendent.
- F. Evaluations shall be administered in accordance with the evaluation model and forms adopted by the Ohio Department of Education for the Ohio Teacher Evaluation System 2.0. Teacher Performance: Full Evaluation



Accomplished/Skilled/Developing or New to District Teachers (Full Evaluation)

- 1. Self-Assessment Recommended but not required.
- 2. Professional Growth Plan Required by October 1st.
- 3. Pre-Conference Pre-conferences will be held unless the teacher opts-out.
- 4. Formal Holistic Observation.
- 5. Classroom Walkthroughs Can be done before or after observations.
- 6. Post-Conference Post-conferences will be held unless the teacher opts-out.
- 7. Pre-Conference Pre-conferences will be held unless the teacher opts-out.
- 8. Formal Focus Observation Emphasis on Focus Area(s).
- 9. Classroom Walkthroughs Can be done before or after observations.
- 10. Post-Conference Post-conferences will be held unless the teacher opts-out.
- 11. Final Holistic Rating Determined (Accomplished, Skilled, Developing, Ineffective).
- 12. Final Summative Conference Completed by May 1st / Written Report or copy by May 10th.

Accomplished Teachers are Fully Evaluated Every 3rd Year (Less Frequent Evaluation Cycle For 2 Years)

- 1. Professional Growth Plan By October 1^{st} .
- 2. One Observation (Walkthrough).
- 3. One Conference with Discussion of the Teacher Making Progress on the Professional Growth Plan.

Skilled Teachers are Fully Evaluated Every 2nd Year (Less Frequent Evaluation Cycle Every Other Year)

1. Professional Growth Plan – By October 1st.

- 2. One Observation (Walkthrough).
- 3. One Conference with Discussion of the Teacher Making Progress on the Professional Growth Plan.

Developing Teachers are Fully Evaluated Every Year

- 1. Self-Assessment Recommended but not required.
- 2. Professional Growth Plan Required by October 1st.
- 3. Pre-Conference Pre-conferences will be held unless the teacher opts-out.
- 4. Formal Holistic Observation.
- 5. Classroom Walkthroughs Can be done before or after observations.
- 6. Post-Conference Post-conferences will be held unless the teacher opts-out.
- 7. Pre-Conference Pre-conferences will be held unless the teacher opts-out.
- 8. Formal Focus Observation Emphasis on Focus Area(s).
- 9. Classroom Walkthroughs Can be done before or after observations.
- 10. Post-Conference Post-conferences will be held unless the teacher opts-out.
- 11. Final Holistic Rating Determined (Accomplished, Skilled, Developing, Ineffective)
- 12. Final Summative Conference Completed by May 1st /Written Report or copy by May 10th.

Ineffective Teachers are Fully Evaluated Every Year

- 1. Self-Assessment Recommended but not required.
- 2. Improvement Plan Required and developed by the evaluator with input from the teacher by September 1st.
- 3. Pre-Conference Pre-conferences will be held unless the teacher opts-out.
- 4. Formal Holistic Observation.
- 5. Classroom Walkthroughs Can be done before or after observations.
- 6. Post-Conference Post-conferences will be held unless the teacher opts-out.
- 7. Pre-Conference Pre-conferences will be held unless the teacher opts-out.
- 8. Formal Focus Observation Emphasis on Focus Area(s).
- 9. Classroom Walkthroughs Can be done before or after observations.
- 10. Post-Conference Post-conferences will be held unless the teacher opts-out.
- 11. Final Holistic Rating Determined (Accomplished, Skilled, Developing, Ineffective).
- 12. Final Summative Conference Completed by May 1st /Written Report or copy by May 10th.

G. <u>Evaluation Committee</u>

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of recommending revisions to the Evaluation Framework, procedure and process for the evaluation of certified employees in the Bridgeport Exempted Village Schools.

H. <u>Composition</u>

- 1. The Committee shall be comprised of four (4) Association members appointed by the Association President, and four (4) members appointed by the Board or its designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- 2. Committee members shall serve staggered terms of not more than three (3) years.
- 3. Committee members shall be representative of elementary, secondary and specialty areas within the district.
- I. <u>Operational Procedures</u>
 - 1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
 - 2. Members of the committee will receive training in the state adopted Evaluation Framework model prior to beginning their work.
 - 3. The committee will establish, by mutual agreement, a meeting calendar and timeline for work completion.
 - 4. Committee agendas will be developed jointly by the co-chairpersons of the committee.
 - 5. *All decisions of the committee will be achieved by consensus.
 - 6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
 - 7. At each committee meeting, the group will select an individual to act as the official recording scribe for that meeting.
 - 8. Members of the committee will receive release time for committee work and training.
 - 9. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within ten (10) days following meetings of the Committee.
 - 10. The Committee may establish sub-committees to assist with their work.

- 11. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- 12. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to: educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.
- 13. If the Board does not approve the model recommended by the committee, then it must go back to the committee for revision.
- J. <u>Compensation</u>
 - 1. Any committee work required outside of the workday will be paid at \$20.00 per hour.
- K. <u>Secretarial Support</u>
 - 1. The district will provide secretarial support and assistance to the committee. Duties may include note taking, copying, notification, communications and other duties as needed.
- L. Absenteeism shall be taken into consideration in a performance evaluation.

ARTICLE XII – REDUCTION IN FORCE

12.1 <u>Governance ORC</u>

The Board of Education may implement a reduction of staff for any reason(s) authorized by Section 3319.17 of the Ohio Revised Code. In doing so, the Board shall make a reasonable reduction by suspending contracts of teachers in accordance with the provisions of this procedure. The new RIF statutory amendments included in O.R.C. §3319.17 take precedence over anything in this article.

- A. <u>Attrition and Suspension</u>
 - 1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for employees who die, retire or resign.
 - 2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspension shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment.

B. <u>Procedure for Reduction</u>

- 1. The effective date of any layoffs shall begin on the first work day of the next school year, unless the reason is for return to duty of a regular teacher after a leave of absence.
- 2. A seniority list of all teachers in each area of this certification shall be developed annually by the Administration according to the seniority provisions set forth below. A copy of the list(s) will be sent to the President of the Association by January 15th of each year. Members of the bargaining unit shall have fifteen (15) work days to notify the administration in writing of any inaccuracies contained on the list. Thereafter, the list shall be considered as accurate until the next annual publication.
- 3. At least ten (10) work days, preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a layoff.

C. <u>Seniority and Certification</u>

- 1. Within each teaching field affected, preference shall be given to teachers with continuing contracts. Certification/Licensure, continuing contract status, evaluation and system-wide seniority shall be the exclusive criteria of any layoff. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Comparable evaluations shall be defined as follows:
 - a. All Accomplished, Skilled and Developing rated teachers shall be considered comparable.
 - b. All Ineffective rated teachers shall be considered comparable.

The teacher's three (3) most recent years of evaluations will be averaged for the purpose of determining a teacher's evaluation rating under paragraph C. (Seniority and Certification) and paragraph D. (Procedure for Recall).

- 2. Seniority shall be determined by the length of continuous service in the Bridgeport Exempted Village School District.
 - a. After being categorized by evaluation rating, the suspension of contracts shall be on a last employed-first to be suspended by teaching field basis and shall occur to non-tenured teachers first.
 - b. Should it become necessary to suspend the contract of any tenured teacher pursuant to this policy, such suspension shall be made from

tenured teachers on a last employed-first suspended by teaching field basis

- 3. Length of continued service shall not be interrupted or affected by Board authorized leaves of absences.
- 4. Teachers who are subject to being laid off have the right to bump teachers with less seniority in other teaching areas, subject to the following stipulations:
 - a. The teacher who bumps must have a comparable or greater evaluation rating and be properly certified/licensed in teaching area which he/she intends to bump into.
 - b. The teacher who bumps must bump the least senior teacher in the teaching area which he/she intends to bump into.
 - c. Bumping rights must be exercised before the start of the next semester.

D. <u>Procedure for Recall</u>

- 1. All teachers whose contracts are suspended as a result of a layoff shall be placed on a recall list stating their evaluation rating and seniority in each teaching field for which they are or become certified/licensed to teach. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
- 2. Teachers on the recall list shall be offered re-employment to full-time positions as they become available for which they are certified/licensed in the reverse order of layoff, last laid off, first re-employed.
- 3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
- 4. The seniority of a recalled teacher shall be calculated as if service were not interrupted.
- 5. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such positions. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that teacher indicating

availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district. The position will then be made available to the next eligible teacher on the reduction in force list.

- 6. No teachers new to the district shall be employed until all properly certified/licensed teachers on the reduction in force list have been offered a contract for the position in accordance with the provisions of this procedure.
- 7. Teachers remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment as a substitute or part-time teacher shall not disqualify that teacher from placement or continued placement on the reduction in force list for full-time employment.
- 8. The recall list shall be maintained for a period of two (2) years. Thereafter, an employee on layoff shall lose his/her right to recall.

ARTICLE XIII –COMMITTEES

13.1 <u>Curriculum Committee</u>

- A. Organization, structure, function and membership on a curriculum study committee shall be determined by the needs and nature of the study.
- B. If necessary, and there has been prior approval by the Board of Education or their designee, certified/licensed personnel may be granted release time for the purpose of working on curriculum projects approved by the Board of Education.
- C. All certified/licensed staff with at least two (2) years in the Bridgeport Exempted Village School District shall be given the opportunity to volunteer to serve on curriculum studies.
- D. If the Board of Education determines that funds are available, any curriculum study done beyond the regular school day will be paid at the rate of \$8.00 per hour.
- E. No bargaining unit member shall be required to serve on the curriculum committee.

13.2 <u>Credit Flexibility Committee</u>

- A. As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the District in accordance with the State Board of Education's credit flexibility plan:
- B. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall consist of the subject matter teacher(s) (one of whom includes the teacher of record), a guidance counselor, an additional teacher to be named by the Association President, and a high school principal.
- C. No teacher shall be required to serve as a teacher of record.
- D. The teacher of record will be paid at VLA rate that exists at the time of the assignment (including ½ and full credit) for each Student Flexible Credit Plan s/he accepts. The teacher of record will receive such payment at final course completion whether or not the student earns credit for the course.

13.3 Labor/Management Committee

- A. A Labor/Management Committee will be established each school year consisting of 3 teachers, the BEA President, the Superintendent, Treasurer, and 2 Board of Education members.
- B. The purpose of the Labor/Management Committee will be to identify, discuss, and establish possible remedies for past, present, and potential district labor relation and educational program problems.
 - 1. The Labor/Management Committee will meet as requested during the school year and as needed during the summer months upon request of either the BEA President or the Superintendent.
 - 2. The Superintendent will schedule the meetings.

13.4 Consolidation/Merger Committee

Should the Board become involved in discussions with other Board(s) of Education or outside agencies regarding consolidation/merger, a committee composed of Bridgeport Association of Classified Employees (BACE) officers or their designees, Bridgeport Education Association (BEA) officers or their designees, the superintendent or his/her designee, the treasurer or his/her designee and one (1) board member shall be created to review proposed consolidation/merger and make recommendations regarding the proposed consolidation/merger to the Board and/or appropriate authority.

13.5 Insurance Committee

- A. As a means of controlling insurance costs, an insurance committee consisting of 4 teachers appointed by the BEA president, 2 classified employees appointed by the BACE president, the Superintendent, or designee, the Treasurer, or designee, one (1) administrator, and two (2) Board members will be established on a yearly basis to examine all aspects of the insurance benefit package offered to district employees. The insurance committee shall be advisory.
- B. The insurance committee will meet at least twice per school year. The committee shall submit recommendations for changes to the insurance plan to the Board and Association. No insurance benefit changes shall become effective unless approved by the Board and the Association. The committee shall be co-chaired by appointees of the Superintendent, the BEA president, and the BACE president. The co-chairs shall jointly schedule and establish the agenda for the insurance committee meetings.
- Note: Please reference Article IX (9.7 B.) for information on the Calendar Committee.

Please reference Article X (10.2 C.) for information on the Sick Leave Committee.

Please reference Article XI (11.2 G.) for information on the Evaluation Committee.

ARTICLE XIV – CONTRACT

14.1 <u>Maintenance of Standards</u>

During the duration of this agreement the parties hereto will maintain only the terms, conditions and benefits of employment as provided herein. It is expressly agreed and understood, however, that during the term of this agreement if there are resignations, deaths, or retirements in the teaching ranks, the Board of Education shall have the right, in its discretion, to not replace those teachers who resign, die, or retire.

14.2 <u>Provision Contrary to Law – Severability</u>

This agreement supersedes and prevails over all statutes of the State of Ohio except as specifically set forth in Section 4117.10(A), Ohio Revised Code, all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and, insofar as there is a conflict therewith, all policies, rules and regulations of the Board. 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 this Agreement 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 Agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

14.3 Entire Agreement

This Agreement represents the entire Agreement between the parties. The provisions herein shall supersede any and all prior agreements, memorandums of understanding, and practices between the parties, written or oral, not specifically incorporated herein or attached hereto.

14.4 Terms of Agreement

The terms of this agreement shall be effective July 1, 2024, through June 30, 2027.

Team Member Names:

Brent Ripley, Superintendent Eric Meininger, Treasurer Pat McConnaughy, Board Vice-President Karrie Puskas, Board Member Team Member Names:

Jim Davenport, BEA President Jason Hanson, BEA Vice President Felicia Porter, High School Building Rep. Dave Nelson, Middle School Building Rep. Chante Adams, Elementary Building Rep

NOTE: Following completion of negotiations for the July 1, 2024, through June 30, 2027, Negotiated Agreement, the parties worked collaboratively to restructure the provisions of the Agreement into a logical format. If a mistake or discrepancy is discovered as a result of this work, the parties will work together to ensure the original/agreed upon language is followed and/or corrected.

MEMORANDUM OF AGREEMENT NO REPRISAL CLAUSE

This agreement is made by and between the Bridgeport Education Association (hereinafter "BEA" or "Union") and the Bridgeport Exempted Village Board of Education (hereinafter "Board") collectively, hereinafter "parties" for the purpose of resolving concerns that have emerged or may emerge as a result of activities related to the negotiations of the successor 2005 Agreement.

Upon execution of this Agreement:

The parties shall withdraw any and all claims, counterclaims, grievances, unfair labor practice charges and any other legal claims made against the other as a result of actions related to the negotiations of the successor 2005 Agreement between the parties.

There shall be no reprisals of any kind against any student, parent, community member, the BEA or bargaining unit members by the Board of Education or Administration or the BEA or its members because of support for or participation in activities precedent to ratification of the successor 2005 Agreement or because any teacher has crossed the picket line.

There shall be no reprisals by the BEA, its members, or bargaining unit members against the Board, Board members, Administration, students, teachers, parents, or community members who worked and/or supported the efforts of the Board precedent to the ratification of the successor 2005 Agreement.

There shall be no sanctions by the BEA, OEA or others against any teacher who has crossed the picket line and all notifications to this effect are hereby withdrawn.

All provisions shall be equally applicable to classified employees.

This agreement represents the entire agreement of the parties as to the matters above set forth and shall not establish a practice or precedent for any future successor negotiations between the parties. Any alleged violation of this agreement shall be resolved through the grievance and arbitration procedure as specified in Article II Grievance Procedures of the parties 2005 Negotiations Agreement. This memorandum of agreement shall expire on June 30, 2006.

It is so agreed:

For the BEA	For the Board
Date	Date

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025

Base: \$38,346

STEP	BA	BA+150	MA	MA + 15	MA + 30	STEP	BA	BA+150	MA	MA+15	MA+30
0	1.0000	1.1280	1.1850	1.2330	1.2810	0	38,346	43,254	45,440	47,280	49,121
1	1.1280	1.1710	1.2330	1.2810	1.3290	1	43,254	44,903	47,280	49,121	50,962
2	1.1660	1.2140	1.2810	1.3290	1.3770	2	44,711	46,552	49,121	50,962	52,802
3	1.2040	1.2570	1.3290	1.3770	1.4250	3	46,168	48,201	50,962	52,802	54,643
4	1.2420	1.3000	1.3770	1.4250	1.4730	4	47,626	49,850	52,802	54,643	56,483
5	1.2800	1.3430	1.4250	1.4730	1.5210	5	49,083	51,498	54,643	56,483	58,324
6	1.3180	1.3860	1.4730	1.5210	1.5690	6	50,540	53,147	56,483	58,324	60,165
7	1.3560	1.4290	1.5210	1.5690	1.6170	7	51,997	54,796	58,324	60,165	62,005
8	1.3940	1.4720	1.5690	1.6170	1.6650	8	53,454	56,445	60,165	62,005	63,846
9	1.4320	1.5150	1.6170	1.6650	1.7130	9	54,911	58,094	62,005	63,846	65,686
10	1.4700	1.5580	1.6650	1.7130	1.7610	10	56,368	59,743	63,846	65,686	67,527
11	1.5080	1.6010	1.7130	1.7610	1.8090	11	57,826	61,392	65,686	67,527	69,368
12	1.5460	1.6440	1.7610	1.8090	1.8570	12	59,283	63,041	67,527	69,368	71,208
13	1.5840	1.6870	1.8090	1.8570	1.9050	13	60,740	64,689	69,368	71,208	73,049
14	1.6220	1.7300	1.8570	1.9050	1.9530	14	62,197	66,338	71,208	73,049	74,889
15	1.6220	1.7300	1.9050	1.9530	2.0010	15	62,197	66,338	73,049	74,889	76,730
16	1.6600	1.7730	1.9530	2.0010	2.0490	16	63,654	67,987	74,889	76,730	78,571
17	1.6600	1.7730	1.9530	2.0010	2.0490	17	63,654	67,987	74,889	76,730	78,571
18	1.6980	1.8160	2.0010	2.0490	2.0970	18	65,111	69,636	76,730	78,571	80,411
19	1.6980	1.8160	2.0010	2.0490	2.0970	19	65,111	69,636	76,730	78,571	80,411
20	1.6980	1.8160	2.0010	2.0490	2.0970	20	65,111	69,636	76,730	78,571	80,411
21	1.6980	1.8160	2.0010	2.0490	2.0970	21	65,111	69,636	76,730	78,571	80,411
22	1.6980	1.8160	2.0010	2.0490	2.0970	22	65,111	69,636	76,730	78,571	80,411
23	1.7360	1.8590	2.0490	2.0970	2.1450	23	66,568	71,285	78,571	80,411	82,252
24	1.7360	1.8590	2.0490	2.0970	2.1450	24	66,568	71,285	78,571	80,411	82,252
25	1.7360	1.8590	2.0490	2.0970	2.1450	 25	66,568	71,285	78,571	80,411	82,252
26	1.7740	1.9020	2.0970	2.1450	2.1930	 26	68,026	72,934	80,411	82,252	84,092

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE EFFECTIVE JULY 1, 2025, THROUGH JUNE 30,2026

Base: \$39,305

STEP	BA	BA+150	MA	MA + 15	MA + 30	STEP	BA	BA+150	MA	MA+15	MA+30
0	1.0000	1.1280	1.1850	1.2330	1.2810	0	39,305	44,336	46,576	48,463	50,349
1	1.1280	1.1710	1.2330	1.2810	1.3290	1	44,336	46,026	48,463	50,349	52,236
2	1.1660	1.2140	1.2810	1.3290	1.3770	2	45,829	47,716	50,349	52,236	54,123
3	1.2040	1.2570	1.3290	1.3770	1.4250	3	47,323	49,406	52,236	54,123	56,009
4	1.2420	1.3000	1.3770	1.4250	1.4730	4	48,816	51,096	54,123	56,009	57,896
5	1.2800	1.3430	1.4250	1.4730	1.5210	5	50,310	52,786	56,009	57,896	59,782
6	1.3180	1.3860	1.4730	1.5210	1.5690	6	51,804	54,476	57,896	59,782	61,669
7	1.3560	1.4290	1.5210	1.5690	1.6170	7	53,297	56,166	59,782	61,669	63,556
8	1.3940	1.4720	1.5690	1.6170	1.6650	8	54,791	57,856	61,669	63,556	65,442
9	1.4320	1.5150	1.6170	1.6650	1.7130	9	56,284	59,547	63,556	65,442	67,329
10	1.4700	1.5580	1.6650	1.7130	1.7610	10	57,778	61,237	65,442	67,329	69,215
11	1.5080	1.6010	1.7130	1.7610	1.8090	11	59,271	62,927	67,329	69,215	71,102
12	1.5460	1.6440	1.7610	1.8090	1.8570	12	60,765	64,617	69,215	71,102	72,989
13	1.5840	1.6870	1.8090	1.8570	1.9050	13	62,259	66,307	71,102	72,989	74,875
14	1.6220	1.7300	1.8570	1.9050	1.9530	14	63,752	67,997	72,989	74,875	76,762
15	1.6220	1.7300	1.9050	1.9530	2.0010	15	63,752	67,997	74,875	76,762	78,649
16	1.6600	1.7730	1.9530	2.0010	2.0490	16	65,246	69,687	76,762	78,649	80,535
17	1.6600	1.7730	1.9530	2.0010	2.0490	17	65,246	69,687	76,762	78,649	80,535
18	1.6980	1.8160	2.0010	2.0490	2.0970	18	66,739	71,377	78,649	80,535	82,422
19	1.6980	1.8160	2.0010	2.0490	2.0970	19	66,739	71,377	78,649	80,535	82,422
20	1.6980	1.8160	2.0010	2.0490	2.0970	 20	66,739	71,377	78,649	80,535	82,422
21	1.6980	1.8160	2.0010	2.0490	2.0970	21	66,739	71,377	78,649	80,535	82,422
22	1.6980	1.8160	2.0010	2.0490	2.0970	 22	66,739	71,377	78,649	80,535	82,422
23	1.7360	1.8590	2.0490	2.0970	2.1450	 23	68,233	73,067	80,535	82,422	84,308
24	1.7360	1.8590	2.0490	2.0970	2.1450	 24	68,233	73,067	80,535	82,422	84,308
25	1.7360	1.8590	2.0490	2.0970	2.1450	25	68,233	73,067	80,535	82,422	84,308
26	1.7740	1.9020	2.0970	2.1450	2.1930	26	69,726	74,757	82,422	84,308	86,195

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

CERTIFIED SALARY SCHEDULE EFFECTIVE JULY 1, 2026, THROUGH JUNE 30, 2027

Base: \$40,288

STEP	BA	BA+150	MA	MA + 15	MA + 30	STEP	BA	BA+150	MA	MA+15	MA+30
0	1.0000	1.1280	1.1850	1.2330	1.2810	0	40,288	45,444	47,741	49,675	51,608
1	1.1280	1.1710	1.2330	1.2810	1.3290	1	45,444	47,177	49,675	51,608	53,542
2	1.1660	1.2140	1.2810	1.3290	1.3770	2	46,975	48,909	51,608	53,542	55,476
3	1.2040	1.2570	1.3290	1.3770	1.4250	3	48,506	50,642	53,542	55,476	57,410
4	1.2420	1.3000	1.3770	1.4250	1.4730	4	50,037	52,374	55,476	57,410	59,344
5	1.2800	1.3430	1.4250	1.4730	1.5210	5	51,568	54,106	57,410	59,344	61,277
6	1.3180	1.3860	1.4730	1.5210	1.5690	6	53,099	55,839	59,344	61,277	63,211
7	1.3560	1.4290	1.5210	1.5690	1.6170	7	54,630	57,571	61,277	63,211	65,145
8	1.3940	1.4720	1.5690	1.6170	1.6650	8	56,161	59,303	63,211	65,145	67,079
9	1.4320	1.5150	1.6170	1.6650	1.7130	9	57,692	61,036	65,145	67,079	69,013
10	1.4700	1.5580	1.6650	1.7130	1.7610	10	59,223	62,768	67,079	69,013	70,947
11	1.5080	1.6010	1.7130	1.7610	1.8090	11	60,754	64,500	69,013	70,947	72,880
12	1.5460	1.6440	1.7610	1.8090	1.8570	12	62,285	66,233	70,947	72,880	74,814
13	1.5840	1.6870	1.8090	1.8570	1.9050	13	63,816	67,965	72,880	74,814	76,748
14	1.6220	1.7300	1.8570	1.9050	1.9530	14	65,347	69,698	74,814	76,748	78,682
15	1.6220	1.7300	1.9050	1.9530	2.0010	15	65,347	69,698	76,748	78,682	80,616
16	1.6600	1.7730	1.9530	2.0010	2.0490	16	66,877	71,430	78,682	80,616	82,549
17	1.6600	1.7730	1.9530	2.0010	2.0490	17	66,877	71,430	78,682	80,616	82,549
18	1.6980	1.8160	2.0010	2.0490	2.0970	18	68,408	73,162	80,616	82,549	84,483
19	1.6980	1.8160	2.0010	2.0490	2.0970	19	68,408	73,162	80,616	82,549	84,483
20	1.6980	1.8160	2.0010	2.0490	2.0970	20	68,408	73,162	80,616	82,549	84,483
21	1.6980	1.8160	2.0010	2.0490	2.0970	21	68,408	73,162	80,616	82,549	84,483
22	1.6980	1.8160	2.0010	2.0490	2.0970	22	68,408	73,162	80,616	82,549	84,483
23	1.7360	1.8590	2.0490	2.0970	2.1450	23	69,939	74,895	82,549	84,483	86,417
24	1.7360	1.8590	2.0490	2.0970	2.1450	24	69,939	74,895	82,549	84,483	86,417
25	1.7360	1.8590	2.0490	2.0970	2.1450	25	69,939	74,895	82,549	84,483	86,417
26	1.7740	1.9020	2.0970	2.1450	2.1930	26	71,470	76,627	84,483	86,417	88,351

APPENDIX A

REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name

I am requesting _____ (number of days) from the Sick Leave Donation Program. The reason I am requesting a sick leave donation is:

- 1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
- 2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
- 3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
- 4, I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statement and agree to abide by the conditions.

Name of person making request (Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)

I DO ____ I DO NOT ____ request that my name be withheld

Date_____ Approved by Committee

Date

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

For the Sick Leave Donation Progra	am to	
	(Name may be withheld upon request)	
I currently have a total of	days accumulated sick leave.	
Date:		
Name of Employee making donatio	n.	

Signature

This form should be returned to the Sick Leave Donation Committee via the Treasurer's Office.

APPENDIX B

NOTE: Article XX Teacher Contracts from the 2015-2018 collective bargaining agreement contract language about limited teaching contracts. This section is now located in Article 5 of this current Negotiated Agreement.

20.2 Certified/licensed employees shall be eligible for limited teaching contracts in the following order:

1 st Year	Limited contract for one year
2 nd year	Limited contract for one year
3 rd year	Limited contract for two years
5 th year	Limited contract for three years

Every contract thereafter shall be for five (5) years until continuing contract status has been attained. Teachers shall become eligible for multi-year limited contracts through the process of evaluation by the Administration. Upon recommendation by the Superintendent of Schools and approved by the Board, a teacher shall be eligible for multi-year limited contracts in the order described above. The notification of appointment will be issued to employees no later than April 30^{th} . Said contract will be issued by May 30^{th} and will contain the following information:

- (a) Name of employee
- (b) Type of contract (limited, continuing or annual notice of salary)
- (c) School year
- (d) Base salary
- (e) Number of pay periods
- (f) Statement of salary classification
- 20.3 Non-Renewal of Limited Teaching Contracts
 - (a) A teacher that has served in the district more than two (2) years shall only be non-renewed for reasonable grounds and fair and honest cause regulated by good faith.
 - The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the teacher a written notification that the intent of the Superintendent is to recommend to the Board of Education that the teacher will not be re-employed at the termination date of the limited contract. Reasons for the decision to non-renew need not be stated in the letter, but if the decision is related to the performance of the teacher, the decision must be supportable by evidence contained in the teacher's evaluation file. The evaluation file shall be open for inspection of the teacher and/or his designated representative at all times.
 - 2. All persons holding athletic supplemental contracts will be notified of the termination of their athletic supplemental contracts according to the following timelines: the notification herein however shall be exclusive to

these designated contracts and shall in no way affect the provisions of Article VII subsection 7.4:

n or	before t	he firs	t of Ap	oril
1	or	or before t	or before the firs	or before the first of Ap

Baseball, Softball, Girls Track, Boys Track Coaches:

on or before the first of June