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MEMORANDUM

OF

AGREEMENT

Between

BAY VILLAGE BOARD OF EDUCATION

- and -

BAY TEACHERS' ASSOCIATION

CUYAHOGA COUNTY

July 1, 2025

through

JUNE 30, 2028

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ARTICLE I – RECOGNITION

1.01 Definition of Bargaining Unit

The Bay Village Board of Education ("Board") recognizes the Bay Teachers' Association ("Association" or "BTA"), an OEA/NEA affiliate, as the sole and exclusive representative of a bargaining unit consisting of all certificated personnel, exclusive of the superintendent, assistant superintendent, directors, principals, assistant principals, members of the administrative staff employed pursuant to Revised Code 3319.02, small group instructors, and casual substitutes and all other management and supervisory personnel. Leave replacement teachers (those persons employed to take the place of a teacher on an unpaid leave of absence pursuant to Sections 5.03 or 5.04) shall be considered part of the unit represented by the BTA starting with their 61st day of service in that position. The employment of a leave replacement teacher shall automatically conclude at the end of the school year and without the need for Board compliance with the provisions of Sections 3319.11 and 3319.111 of the Ohio Revised Code. Only those portions of the evaluation procedure (Article IX) which occur during the leave replacement teacher's employment period will be completed. Should a leave replacement teacher be employed again with the start of the following year, he/she shall be deemed a member of the BTA bargaining unit for all purposes with seniority effective with the first date of hire as a leave replacement teacher the preceding year.

1.02 Definition

The term "teacher" shall be used throughout this agreement to mean the members of the bargaining unit as specified in Section 1.01.

1.03 Duration

The recognition of the BTA set forth above shall continue for the period of the current agreement.

1.04 Representation Election Procedures

All challenges to recognition of the BTA shall be conducted in accordance with Revised Code Chapter 4117.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.01 Traditional Bargaining

2.01(1) Initiation of Negotiations

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

2.01(2) Exchange of Information

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

2.01(3) Request for Meeting

A time and place for a meeting between Board representatives and the BTA representatives set in accordance with Section 2.01(4), shall be set by request for a meeting, such meeting to take place not later than fifteen (15) days from the date of the request. Any such meeting shall be adjourned from time to time as the parties agree until full and complete discussion has been had of the items on the agenda.

2.01(4) Duration

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

2.01(5) Exchange of Issues

A. The initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Thereafter neither

party shall be permitted to submit additional items for negotiations unless agreed to by both parties.

B. Each proposal submitted by either party shall specify in detail that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement.

2.0116 Negotiating Teams

At any such meeting the Board shall be represented by its designated representatives which shall not exceed five (5) and the BTA by its designated representatives who shall not exceed five (5).

2.0117 Consultants

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

2.0118 Agreement

A. Tentative Agreement

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

B. Ratification

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

2.0119 Disagreement

A. Dispute Resolution Procedure

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

B. Exclusivity

The negotiation procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. The parties mutually agree to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the Association's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that these procedures have been followed.

2.02 Alternative Style

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

2.03 Bargaining State Mandates

If new state mandates appear to conflict with the current Collective Bargaining Agreement, either party may initiate negotiations by notifying the other party of the specific provisions of the current Collective Bargaining Agreement that are to be bargained. The parties will negotiate for fifteen (15) days after the initial contact unless the fifteen (15) day deadline is extended by mutual agreement. If no agreement is reached, a final offer binding arbitration may be requested by mutual agreement. If

no agreement to request arbitration is reached, then the Collective Bargaining Agreement remains unchanged and the issue will be a mandatory subject of bargaining at the next contract re-opener.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 **Purpose**

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

3.02 **Definitions**

3.021 A "grievance" means a complaint by a teacher, group of teachers, or the BTA that:

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

OR

B. a teacher has been treated inequitably by reason of any act or condition which is contrary to established School Board policy, personnel policy, or practice governing or affecting employees,

OR

C. a teacher has been unjustly disciplined.

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

3.023 An "aggrieved teacher," (grievant) is the teacher or group of teachers making the complaint.

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

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

3.03 Rights of the Grievant and the Association

3.031 Who May File a Grievance

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

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

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

3.032 Right to Assistance and Counsel

The aggrieved teacher shall have the right to be accompanied by and receive assistance by a representative of the BTA at any stage of the grievance procedure, or when disciplinary action is being imposed.

3.033 Association Support

The Professional Rights and Responsibilities Committee of the BTA retains the exclusive right to determine whether a grievance may be appealed to the arbitration step of the grievance procedure. No individual grievance settlement shall be inconsistent with the terms of this contract. All grievance settlements must be approved by the BTA. The indemnification provision in Section 4.047 applies to this provision.

3.034 Records Acquisition

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

3.035 No Reprisals

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

3.036 Pre-Grievance Communication

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

3.04 General Provisions

3.041 Time Limitations

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

3.042 Waiver of Right to File

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

3.043 Appealing Decisions

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

3.044 Right to Advance

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

3.045 Processing Grievances During the Summer

In the event the grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall process the grievance

prior to the end of the school year, or as soon thereafter as possible.

3.05 Grievance Procedure

3.051 Informal

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through his/her representative, with the objective of resolving the matter informally. Informal procedures must be initiated within twenty (20) school days after the occurrence of the alleged grievance. The principal or immediate supervisor and the teacher will sign a form, attached as Appendix A to this Agreement, indicating completion of the informal step of the grievance procedure.

3.052 Formal

A. Level One: Immediate Supervisor

If the aggrieved teacher is not satisfied with the outcome of the informal procedure, the aggrieved person may present a formal grievance in writing (refer to Appendix B) to the principal or immediate superior within five (5) school days after the informal meeting on forms available at the school or Board of Education offices. Within five (5) school days after the receipt of the written grievance, the principal or immediate superior shall meet with the grievant and his/her representative. The principal or immediate superior shall, within three (3) school days of the Level One meeting, render his/her decision on the grievance and reasons therefore in writing to the grievant with a copy to the representative and BTA President.

B. Level Two: Superintendent

If the aggrieved teacher is not satisfied with the disposition of the grievance at Level One, the aggrieved person may appeal to the Superintendent of Schools by filing a written appeal with the Superintendent within three (3) school days after the receipt of the written decision at Level One. If no written disposition of the grievance is given within three (3) school days after the Level One meeting the grievant may refer the grievance to the

Superintendent of Schools by filing a written notice of appeal (refer to Appendix C) with the Superintendent within six (6) school days after the Level One meeting. The Superintendent shall, within three (3) school days after the receipt of the written appeal, meet with the aggrieved teacher or his/her representative, or with both, for the purpose of resolving the grievance. The Superintendent shall, within three (3) school days after the hearing, render his/her decision and the reasons therefore in writing with a copy to each of the following: the aggrieved teacher, his/her representative, the principal or other immediate superior involved, BTA President.

C. Level Three: Arbitration

1. The Association must approve any grievance submitted for arbitration. Should the Association not approve such grievance, it may not proceed to arbitration in accordance with the provisions of this Article.

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

3. The arbitration proceedings shall be governed by the rules and regulations of the American Arbitration Association.

4. The arbitrator shall be governed by the express terms of this Memorandum of Agreement in reaching his recommendation.

5. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement or School Board policy.

6. The cost of the arbitrator shall be shared equally by the Board and the BTA.

7. Within thirty (30) school days after the hearing is closed, the arbitrator shall render a written decision to the parties which shall set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be advisory on the parties for grievances filed under definition 3.021 (B.) and/or 3.021 (C.) and shall be binding on the parties for grievances filed under definition 3.021 (A.).

8. If the grievant and his/her representative accept the arbitrator's recommendation the matter shall be deemed settled, and the recommendations of this arbitration shall be executed by all parties.

9. If the grievant or his/her representative or the Superintendent do not accept the arbitrator's decision, the rejecting party shall notify in writing the other parties within ten (10) school days of the receipt of the arbitrator's decision to the Board of Education. A copy of the appeal shall be sent to the Treasurer of the Board of Education.

10. The grievance shall be heard by the Board at its next regular meeting, providing however, that said meeting occurs ten (10) school days after the receipt by the Treasurer of the written intent to appeal. If said meeting falls within ten (10) school days of the receipt to appeal, the grievance shall be heard by the Board at its next succeeding regular meeting. The Board shall meet with the grievant and his/her representative and the Superintendent or his/her designee to review the arbitrator's recommendations. Said meeting shall take place in an open public meeting unless requested by the grievant that the meeting be

in executive session. Each party shall have the opportunity to present written and oral arguments.

11. Persons having direct interest or involvement in the grievance shall be in attendance if requested by either party for the purpose of clarifying previous testimony. Both parties shall notify the other party of witnesses to be called.

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

ARTICLE IV – ASSOCIATION RIGHTS

4.01 **Use of School Buildings**

When the BTA intends to use a District building for a meeting, the BTA President must notify the building administrator in advance of such meeting by using the Building Utilization Form to ensure that the space is available and to ensure, as well, that necessary arrangements for custodial services can be made.

The Association shall have access to employee mailboxes and BTA bulletin boards. The Association shall be permitted to use the District email system for general Association announcements.

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

4.02 **Association Leave**

Conference expenses for the following shall be subject to payment by the Bay Teachers' Association. This section is not subject to the requirements of Article V, Section 5.i10.

4.021 Association Leave - President

Five (5) school days per year or the equivalent shall be available to the BTA President, or his/her designee, for the purpose of attendance at meetings related to the professional activities of BTA.

4.022 Association Leave - Designated

A total of twelve (12) days shall be allotted to BTA for its delegates named by the BTA President for the purpose of attendance at meetings related to the professional activities of BTA. Without mutual agreement of the BTA President and Superintendent, no teacher except the President will be absent on BTA business for more than three (3) class days per year.

4.023 PTA Release Time

One teacher, appointed by the BTA Executive Committee, shall be granted released time to attend the Bay Village PTA Council meetings held during the school day. BTA will notify the Superintendent and building principal in September of each year which teacher will be attending.

4.03 Association Dues Deduction

4.031 Authorization

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

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

The time period for written notification for the discontinuance of dues deductions shall be between September 1st and September 15th unless Article 14.01 is applicable

4.04 **Indemnification of Employer**

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

A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the employer. The employer may also consult its own counsel;

C. The Board agrees to:

1. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,

2. permit the Association or its affiliates to intervene as a party if it so desires, and/or

3. to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and

D. The Board acted in good faith compliance with the provisions of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) the provisions herein.

4.05 **Payroll Deductions**

4.05[illegible] Allowed Deductions

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

A. United Teaching Profession

B. Credit Union

C. Tax Sheltered Annuities

D. Insurance

E. Savings Bonds

F. United Way and any other organization per Board of Education policy to which at least five (5) members

contribute. No staff member shall have more than two (2) charitable organization payroll deductions.

G. OEA Fund

H. Flex Spending Plan

4.052 Time Limits

A. Teachers may request a change of deductions for Credit Union savings at any time during the school year. Requests must be presented to the Treasurer at least fifteen (15) days before the payroll date.

B. Tax Sheltered Annuities may be changed up to four (4) times per year. Contracts must be signed in the Treasurer's Office at least twenty (20) days before the pay day.

4.053 Administrative Charges

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

4.06 Storage Space

The Board shall provide the BTA with storage space for BTA's locked filing cabinets and materials in a District facility. Said space shall be made available in the K.T. Allen Building unless the BTA President and Superintendent agree otherwise.

4.07 Office Space

The Board will attempt to locate and make available office space in a District facility for use by the BTA. Such space, if located, will be returned to school use if necessary.

4.08 Self-Directed In-Service

The BTA President may meet his/her obligation for self-directed in-service activity as established by Section 8.012 through professional service activities on behalf of the Association.

4.09 Contributions on Earning for Service to Teacher Professional Organizations

A. STRS Ohio members who are paid service to Teacher Professional Organizations (TPOs) may qualify to

make contributions on part or all of their earnings for this service.

B. Members may optionally contribute annually on these earnings for a maximum of five (5) Association positions.

C. Payment must be part of the collectively bargained agreement between the employers and TPO to qualify for contributions.

D. All negotiated agreements for contribution on TPO service must include the following:

1. Name of individual/position to be paid.

2. Statement from TPO that payment is for TPO service.

3. The rate or amount of the payment.

4. When the payment is made.

E. Additional guidelines:

1. There shall be no cost to the Board of Education. Remittance to the Board shall include retirement, Workers' Compensation, and Medicare.

2. TPO member(s) shall receive payment in the June payroll check.

3. Each year the Treasurer of the BTA shall submit the necessary information to the Treasurer's Office no later than May 1st.

4.10 Dues Deduction During Leave

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

the BTA as collection agent for OEA, NEA, NEOEA, and UniServ, upon demand, the remainder of the dues for the membership year.

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

Board action to deduct unpaid dues from the final and/or first paycheck is an activity of the employer covered by the indemnification provisions of this negotiated agreement, Section 4.04.

4.11 Bargaining Unit Member Information

The District shall provide to the Association President the following bargaining unit member information, in an electronic format compatible with Microsoft Excel if available, upon the Association's request within a reasonable time frame:

- Name
- Home address
- Worksite
- Subject
- Date of hire
- Full time equivalent (FTE) status
- Employment status (e.g. limited contract or continuing contract)
- Type of credential (e.g. provisional, permanent, professional license)

ARTICLE V- LEAVE POLICIES

5.01 Sick Leave

5.011 Entitlement

Each full-time teacher of the Board shall be entitled, for each completed month of service, to sick leave of one and one quarter (1-1/4) work days with pay (15 days per year).

Part-time teachers shall accrue sick leave on a pro rata basis.

5.012 Accumulation

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

5.013 Reasons

Acceptable Reasons for Sick Leave with Pay:

A. Personal illness, injury, or pregnancy.

B. Exposure to contagious disease which could be communicated to others.

C. Illness, injury, or death in the teacher's immediate family. ("Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, grandmother, grandfather, mother-in-law, father-in-law, or any person who has clearly stood in the same relationship with the teacher as any of these.)

D. A maximum of five (5) days absence will be allowed in the event of the death in the immediate family of the wife or husband of a teacher.

E. A maximum of ten (10) days absence will be allowed in the event of the death of a child.

F. A maximum of three (3) days absence will be allowed in the event of death of grandparent or grandchild.

G. A maximum of two (2) days will be allowed in the event of death of aunt, uncle, first cousin or grandparent-in-law.

5.014 Sick Leave Advance

Each full-time teacher shall have fifteen (15) days of sick leave available at the beginning of employment. If a teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the Board of Education for the sick leave used but not earned.

5.015 Statement

If medical attention is required, the teacher shall be required only to state the dates when the physician was consulted. Nothing in this section shall be construed to waive the rights of the physician-patient privilege. Falsification of a statement for the use of sick leave is grounds for suspension or termination of employment.

5.02 Catastrophic Illness Bank

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

5.021 Application to Catastrophic Illness Bank

A teacher/administrator may apply to the Bank provided he/she has met the following criteria:

1. All accumulated sick leave has been exhausted.

2. His/her absence is due to a catastrophic illness, a serious accident or long-term illness as certified by the attending physician.

3. The teacher/administrator is not receiving Workers' Compensation if the leave is related to an accident.cember

4. The teacher/administrator has completed the application to use the Bank.

5. The maximum number of days an applicant may request is thirty (30) per school year.

6. A committee composed of the Superintendent or designee, and the Treasurer and two members of the Association shall jointly review each application and will make a final decision as to the eligibility of the applicant. The committee's decision shall not be grievable nor

may it be contested through any other legal process.

7. The applicant must be an active participant in the Catastrophic Illness Bank at the time of application unless the applicant has been a teacher with the District for less than three (3) years.

8. If the applicant is granted disability retirement through STRS, use of the Bank shall cease and unused days shall be returned to the Bank.

5.022 Contributing to the Catastrophic Illness Bank

1. Each school year during a window period beginning September 1st through September 30th, teachers/administrators shall be entitled to make a contribution to the Catastrophic Illness Bank using the catastrophic illness form. If five (5) or less days remain in the Bank, added days may be solicited from teachers/administrators for a period of 30 days.

2. A donation of one day will produce one day in the Bank and will reduce the teacher/administrator's accumulated sick days by two (2) days for each day donated.

3. Contributors to the Bank shall have a minimum of ten (10) days accumulated sick leave remaining after the donation.

5.03 Parental Responsibility Leave

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

5.031 Leave Rights

The parental responsibility leave shall begin any time prior to the birth of the child, following the presumed period of recovery (6 weeks) after childbirth or upon the teacher's release from sick leave by the teacher's physician, prior to or within 6 weeks of the date of obtaining custody of an adopted child, or prior to or within 6 weeks of the date of the

appointment as guardian or foster parent of a child. Such leave shall be up to the balance of the school year in which it commences and at the option of the teacher for one or two school years thereafter. The teacher shall give written notice by March 15th of each year of such leave as to whether he/she intends to return for the following year. If such notice is not received by March 15th, it will be assumed that the teacher does not wish to return to employment with the Bay Village Schools.

Subject to the provisions below, all returns from such parental responsibility leaves shall coincide with the start of a nine week grading period. A teacher must return to service for a full year before he/she is eligible for another parental responsibility leave.

5.032 Application for Leave

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

5.033 Time for Filing Application

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

5.034 Reinstatement Rights

Upon return from leave, the teacher shall be reinstated to a position, shall assume the same placement on the salary schedule held prior to the leave, shall retain her/his position on the seniority list and may be subject to reduction in force under Section 7.09. The teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.

5.04 Sabbatical Leave

5.041 Professional Growth Plan

A teacher who has been in the employ of the Board for not less than five (5) years in a professional position(s), and who holds a certificate, may be granted leave of absence for not more than one (1) school year for the purpose of pursuing a plan for professional growth. Such leave shall be subject to approval by the Board upon recommendation by the Superintendent or designee. Such sabbatical leave shall be subject to the provisions of Section 3319.131 of the Ohio Revised Code. A teacher granted leave under this policy, upon return from leave and upon proof of completion of the plan for professional growth as approved by the Superintendent, shall be paid a salary which shall be the difference between the employee's expected salary (during the period of leave) and the salary of the teacher's replacement for such period. Proof of completion shall be submitted by February 1 of the following year.

5.042 Insurance Maintenance

A teacher granted leave under this policy may maintain hospital insurance coverage by paying the cost of the premium to the Treasurer of the School District.

5.05 Assault Protection and Leave

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

5.051 Conditions

Teachers shall be granted assault leave according to the following rules:

A. The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the Bay Village Board of Education while on the board premises or at a board approved or sponsored activity/event.

B. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

C. If the teacher received medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability, and its duration, may be required before assault leave payment is made.

D. A teacher shall not qualify for payment of assault leave until the Assault Leave Form (Appendix I) and requested physician's statement pursuant to (C) above, have been submitted to the Superintendent.

E. Teachers shall not be permitted to accrue assault leave.

F. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.

G. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

5.06 Family and Medical Leave of Absence

5.061 Generally

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

5.062 Entitlement Within Collective Bargaining Agreement

This Policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible

under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any of the circumstances for which an employee is also entitled to take FMLA leave, the leave will be treated as and counted against FMLA Leave available under this Article. Unpaid leave begins only after all accrued vacation leave (if any) has been used.

5.063 12-Month Period

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

5.064 Benefits

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

5.065 Return to Work

A. When an employee is medically able to return to work after a serious health condition, he/she shall provide the Board with a statement from his/her health care provider (FMLA Form 1, Appendix E) that the employee is able to resume the job functions of his/her position.

B. At the end of a FMLA Leave, the Board shall restore an employee to employment within a reasonable time according to the conditions set forth in Article V, Section 5.034. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.

C. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for

circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

5.066 Construction

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

5.07 Continuation of Insurance Programs

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

5.08 Maintenance of Service

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

5.09 Personal Leave

5.091 Purpose and Definition

Personal leave is designed to cover legitimate reasons for absence, which are not covered in the Sick Leave policy. Personal leave is non-cumulative and shall not be charged to sick leave.

Personal leave is restricted (see 5.093), requiring administrative approval, on days prior to and following the work day before or after a holiday (legal holiday, winter break and spring break).

No more than 10% of BTA staff per building may be absent for personal leave on any school day. If the 10% is reached,

the Superintendent or his/her designee may grant personal leave to additional BTA staff members should unforeseen circumstances arise.

5.092 Allotted Days and Procedure

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

5.093 Restricted

Teachers must designate the reason and receive administrative approval for a personal day on the work day before or after a holiday (legal holiday, winter break and spring break) or on parent conference days or in-service days.

Reasons to be approved include:

A. Court appearances scheduled on school time as a litigant or witness.

B. Observation of a religious holiday of a recognized major religious faith which normally requires abstinence from work.

C. Attendance at the graduation exercises of the teacher, spouse or children.

D. The wedding of the teacher.

E. A wedding in which the teacher is a member of the wedding party or where the bride or groom is the parent, child, sibling, grandparent, grandchild or any member of the family or household who has clearly stood in the same relationship with the teacher as any of these.

F. Emergencies involving family property which require the teacher's absence from duty to make necessary arrangements. Example: fire in the home, flood damage, frozen water pipes.

G. Medical or legal emergencies involving one or more of the persons identified in Section 5.093 (E) above, where other leave provisions of this Agreement do not apply.

H. Arranging for selection of college, entry to college, etc.

I. Attendance at parent-teacher conferences which cannot be scheduled outside the teacher work day.

J. Travel conditions making it impossible for teachers to get to the job. Examples: impassable roads due to snow, failure of airline to complete scheduled flight.

K. Conducting personal or family business with an attorney, professional counselor or similar type personal service that cannot be scheduled on non-school time.

L. Funeral of close friend or travel time required for death in non-immediate family beyond the day allowed in Sick Leave.

M. Testify at an arbitration or impasse hearing (up to three (3) persons per hearing.)

N. Child's school activities.

O. Other reasons meeting the definition in 5.091 and 5.092 and judged to be reasonable by the Superintendent or Superintendent's designee.

5.094 Request Forms

Advance permission for the use of personal leave shall be obtained through the use of the District software. For situations in which prior approval cannot be obtained, the

teacher will report the absence to his/her immediate supervisor at the earliest opportunity.

5.095 Additional Personal Days

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

5.096 Falsification of Statement

Falsification of the reason in the request for personal leave is grounds for suspension or termination of employment.

5.097 Personal Leave Without Pay

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

5.098 Incentive – Unused Personal Leave

A. At the end of a teacher work year unused personal leave days shall convert to accumulated sick leave.

B. However, a teacher who uses no personal days in a school year may accept the following incentive as an alternative – a one time annual payment equal to two days of the substitute rate for that school year.

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

5.10 Professional Meetings

5.101 Criteria

Requests to attend professional meetings by teachers will be considered according to the following criteria:

A. The maximum distance allowable for compensation for transportation will be a 500 mile radius of Bay Village; i.e., 1,000 miles round trip at the rate equal to that established by the IRS. All tolls and parking fees shall be paid by the Board upon submission of

receipts. Other travel arrangements may be approved by the Superintendent and shall be reimbursed following attendance at the rate and amount approved.

B. Expenses for meals and lodging associated with professional meetings shall be reimbursed to a maximum per diem of $265 ($210 for parking and lodging and $55 for meals) with reimbursement to follow submission of appropriate receipts for lodging, parking and meals. The Superintendent may increase the per diem by up to 5% in a given year by posting the new rate.

C. Request for reimbursement should be made through the use of the District software after attendance at the meeting.

D. Department heads, grade level coordinators, and team leaders shall develop lists to rotate opportunities for attendance at professional meetings within the grade level, subject department, or special service areas to allow an equal opportunity for attendance for all interested teachers.

E. A maximum of four (4) school days per year per teacher for attendance, as well as presentation, at professional meetings may be allowed. At the discretion of the Superintendent this may be extended to cover unusual circumstances. Required District committee work will not count against individual professional development days.

F. Criteria (A)-(D) do not apply to professional meetings where expenses are not reimbursed by the Board of Education.

G. Time off will be given in accordance with item (E) for attendance at workshops, clinics, or meetings held for those who sponsor extracurricular activities; however, expenses shall be paid by the Board of Education upon approval of the leave and expenses by the Superintendent.

H. These regulations do not apply to meetings where attendance is required by the Superintendent of Schools.

I. A report on the professional meeting may be requested and required when expenses, as approved by the Superintendent, are paid by the Board.

J. Applications for attendance at professional meetings should be made through the use of the District software and receive administrative approval.

K. The Board of Education shall schedule in-house training for sports medicine and C.P.R. training twice each year.

5.11 Leave Without Pay

A teacher may apply for leaves of absence without pay or benefits for up to one (1) school year. Approval of the application is at the discretion of the Superintendent and Board. The teacher may apply for renewal of the unpaid leave for up to one added school year. A teacher on such a leave may purchase health insurance in accordance with Section 5.042. Upon return from leave, the teacher shall be reinstated to a position, shall assume the same placement on the salary schedule held prior to the leave, shall retain her/his position on the seniority list and may be subject to reduction in force under Section 7.09. The teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.

5.12 Jury Duty

A teacher who serves as a juror shall not be required to remit jury duty pay to the Board.

5.13 Military Leave

The Board and Association agree to follow the requirements of federal and state law with respect to teachers called to active service or reserve duty in the military.

5.14 Professional Service

Where a teacher is paid to provide a professional service on an approved professional leave day the teacher will remit to the District the lesser of the daily substitute teacher rate or the stipend received for the service.

VI – TEACHER EMPLOYMENT

6.01 Newly Hired Teachers

6.0i11 Conditional Employment

All teaching employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation.

A. Conditional Employment Release

If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.311(B)(1), the individual shall be informed that he/she is being released from said conditional employment and the reason, i.e., the report from BCII and/or FBI for the release.

B. Meeting Request

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

C. Appeal Restrictions

No individual released from conditional employment under this section, nor the Association or any other agency or individual acting upon the employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest an employee's release from conditional employment by the Board.

6.0i12 Re-employment of Retired Teachers

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

A. The re-employed teacher will start with salary schedule placement experience of 5 years and education credit of up to a Master's Degree. The re-employed teacher will be advanced one year on

the salary schedule above step 5 for each year of re-employment service in the District.

B. The re-employed teacher will be eligible for Board-paid health/medical insurance only until he/she is eligible for coverage through STRS. He/she will be eligible for life and other insurances offered by the Board which are either not available through STRS or are available only through payment by the re-employed teacher of the full cost of such insurances. In addition, insurance eligibility for re-employed teachers who work part-time shall be governed by Section 12.013.

C. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with O.R.C Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Section 9.0ï4(C).

D. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.

E. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Section 7.09.

F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

G. Subject to these provisions, re-employed teachers are part of the bargaining unit.

H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

I. Re-employed teachers may commence their re-employment with up to 15 days of accumulated sick leave if said days are carried forward from their prior employer.

J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

K. The BTA President shall be consulted in any re-employment situation.

L. Non-retired teaching staff will have priority on all supplemental contracts.

6.02 Salary Schedule Placement

6.021 Previous Experience Credit

In the form of the current annual increment on the salary schedule for each year of service outside this District as a regular public school teacher, as a teacher in a chartered nonpublic school in Ohio, for each year (12 months) of service in the armed forces of the United States, or any combination of such periods of teaching and military service up to a total of at least five (5) years as provided by law.

6.022 Additional Experience Credit

Additional credit may be given for recent teaching experience beyond five (5) years upon recommendation of the Superintendent or designee. Credit for other experience, teaching or non-teaching, shall be submitted to the Board for consideration.

6.023 Additional Education Increments

A. In addition to the other requirements set forth governing placement on the Salary Schedule,-- to receive credit for placement on the BA + 45, BA + 55, MA + 10, MA + 20, MA + 30, and MA + 40 columns on the salary schedule, teachers shall only receive credit for: (1) graduate level courses in education from an accredited university; (2) graduate level courses in the subject field or preparation of the teacher from an accredited university; or (3) any other credit hours from an accredited university that are acceptable to the State Department of Education for certification purposes.

B. Courses should add value to the District by improvement of the teacher's instructional skills, broadening of the teacher's background knowledge in

the area of assignment, or developing skills and knowledge for a new assignment. Any dispute regarding whether a course meets the criteria for credit for placement on the salary schedule under Article 6.02 shall be resolved by the Superintendent or designee at his/her discretion.

C. Courses may be at either graduate or undergraduate level, subject to limitations set forth in this Agreement.

D. Teachers are responsible for presenting transcripts representing completion of additional coursework to the Office of the Superintendent or designee by October 1st for the adjustment to be effective at the start of the school year and by March 1st for the adjustment to be effective at the start of the second semester provided, however, that additional training submitted in July shall not be included for salary schedule placement purposes until the first pay of the next school year. An exemption may be granted to the filing dates if the teacher can demonstrate he/she made a written request for the transcript by September 10th or February 10th.

6.024 Graduate Credits

All graduate credits in education from an accredited university or in the subject field or preparation of the teacher from an accredited university shall be accepted at any training step on the salary schedule.

6.025 Undergraduate Credits

A. Only undergraduate credits from an accredited university that are acceptable to the State Department of Education for certification purposes may be used for credit for placement on salary schedule, subject to the limitations in this Article.

B. Such undergraduate credits up to a maximum of twenty (20) will be allowed at any training step between the Bachelor's and Master's degrees. Where there is a question regarding whether an undergraduate credit is acceptable for certification purposes, the Superintendent is the final authority.

C. All undergraduate credits from an accredited university that are acceptable to the State Department

of Education for certification purposes will be counted for placement on the salary schedule beyond the Master's Degree.

6.026 Post-Bachelors/Masters Degree Requirement

Upon hire, for initial placement the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in education or a field related to the area of licensure.

For placement the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in the BA + 10, BA + 20, BA + 30, BA + 45, BA + 55, MA + 10, MA + 20, MA + 30, and MA + 40 columns on the salary schedule, the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in education or a field related to the area of licensure.

6.027 Change of Contract Application

A. Personnel applying for a change in salary due to completion of additional hours should complete Form #140 and send it to the Superintendent's office with an official transcript verifying the necessary credits.

B. The teacher shall be placed in the proper salary bracket effective with the start of the first or second semester as determined by Section 6.023 above.

6.03 Part-Time Teachers

6.031 1/2 Time or More

All part-time teachers (1/2 time or more) employed by the Bay Village Board of Education shall, upon completion of the school year, be advanced by the appropriate increment (next step) on the salary schedule.

6.032 Less than 1/2 Time

Teachers who teach less than 1/2 time will receive a one-year increment for each two years served.

6.033 Job Sharing

A. Subject to approval of the Superintendent or designee, job sharing is a voluntary arrangement between two teachers to share one full time teaching position in one building.

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

C. Teachers are responsible for identifying prospective job sharing partners. First consideration will be given to current members of the Bay Teachers' Association bargaining unit who wish to be considered for job sharing arrangements and who have continuing contract status and/or at least five (5) years in the District. Current members of The Bay Individual/Small Group Instruction Teachers' Association may be considered when no current BTA bargaining unit member has declared interest in a job sharing arrangement.

1. When a BTA bargaining unit member has difficulty finding a member of the bargaining unit who is interested in a job-sharing proposal, the member will notify the President of BTA prior to February 1st.

2. The BTA President will then notify the membership that a member is seeking a job-sharing partner through building representatives.

3. If a partner is not found from the BTA membership by February 15th, the BTA President will notify the President of the Bay Individual/Small Group Instruction Teachers' Association of the interested party.

D. Teachers who wish to job share must submit annually a written comprehensive application or letter of interest for such arrangement to the affected building principal and provide a copy to the Superintendent or designee, by March 1st. Comprehensive applications will be required where the job share arrangement has

been in place for two (2) full school years or less or where one of the job share partners would change. Where the arrangement has been in place for more than two (2) full school years and where the partners will continue unchanged, teachers must submit a letter of interest to continue for the following school year. Where required, comprehensive job sharing applications will:

1. confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;

2. include a plan describing the teaching techniques, methods and grading practices of the proposed partners, and how these will be implemented to insure compatibility, consistency, and continuity of instruction; and

3. specify the manner in which the position will be split.

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

E. Job sharing arrangements will be approved or rejected by the Superintendent or designee, by April 1st. The decision of the Superintendent or designee, to approve or reject an application is not subject to the grievance procedure.

F. The salary and benefits of job sharing partners will be allocated on a basis proportional to their sharing of responsibilities but are not eligible for the insurance waiver.

G. Job sharing partners will attend the first five (5) student days of the year, as well as all pre-service days. Partners who wish to attend less than the first five (5) student days will submit a written rationale describing how they will ensure student and parent understanding of the job share and continuity of instruction. This proposal will be approved or rejected by the Superintendent or designee, as part of his/her consideration of job sharing arrangements for the

following school year. Additionally job sharing partners are expected to attend all meetings outside the student day (this responsibility may be shared as arranged with the principal). The annual salary paid to job sharing partners includes attendance on the days and at the events here specified.

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

I. The seniority accumulation of job sharing partners will be prorated on a basis proportionate to their job sharing responsibilities.

J. The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force under Section 7.09, and may result in one or more voluntary transfers, Section 7.07, and/or involuntary transfers, Section 7.08.

K. At the conclusion of a job share, each former job sharing teacher shall be assigned to a position per Section 7.07, but may be subject to reduction in force under Section 7.09.

1. The former job share teacher's subsequent assignment, insofar as practicable, shall be comparable to that held prior to the job share.

2. The more senior job share teacher shall be afforded the opportunity to remain in the position which was shared, if that position will be filled for the following year. If the senior teacher remains in the shared position, the junior teacher may apply for transfer to other vacant positions. If the more senior teacher prefers a transfer, the junior teacher will be afforded the opportunity to remain in the position which was shared, provided that position will be filled for the following year, or may apply for transfer.

VII – EMPLOYMENT PROCEDURES

7.01 Individual Contracts

Individual teacher contracts shall, in addition to the provisions required by law, include the following:

A. A statement of the school year covered by the contract, including the opening and closing dates of such year, except as such closing date may be extended by the Board as the result of emergency, such as act of God, fire, etc.

B. A statement of the teacher's salary for the school year.

C. A statement of the amount of pay to be deducted per diem for unexcused absences, and a statement of the additional compensation per diem for any days of school attendance required beyond the school calendar. The calculation of the per diem deduction or additional compensation, as the case may be, shall be 1/187th times base salary equals amount deducted or added per day. (This paragraph does not apply to extended service covered by paragraph A, above, or to extended service covered by the contract of a particular teacher for which compensation is specifically set forth in such contract.)

D. Supplemental contracts granted to teachers engaged in the performance of duties which are in addition to the regular teaching duties shall contain a statement listing each additional activity to be performed and the compensation for each such activity.

7.02 Continuing Contract Application

A teacher who is eligible for continuing contract consideration must notify the Superintendent or designee, in writing (Appendix H) on or before October 15 of the school year in which the teacher becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A teacher who does not notify the Superintendent or designee, on or before October 15 will not be eligible for continuing contract consideration until April of the following year.

7.03 Supplemental Contracts

7.031 Contracts

A. Supplemental Contract Holders

Starting with the 2025/2026 school year, all supplemental contracts will be issued for one (1) year only.

B. Severability

Severance of the underlying teacher contract severs the supplemental duty contract.

7.032 Position Appointment

A. The administration agrees there shall be no mandatory rotation of supplemental contract positions among members of the bargaining unit.

B. When two or more bargaining unit members apply for a supplemental position the candidates will be notified of the other bargaining unit members who have applied.

C. Bargaining unit members will be notified of determinations regarding filling of the position prior to action of the Board.

D. Qualified bargaining unit members who apply shall be awarded the supplemental position if the position has been held by a non-unit member for less than three (3) years.

E. Where a bargaining unit member applies and a non-bargaining unit member re-applies for a position she/he has held for three (3) years or more, the bargaining unit member will be interviewed and will be informed of the decision prior to the recommendation of employment being made to the Board.

F. Where two or more bargaining unit members apply for a position, each will be interviewed unless the administration intends to recommend the current contract holder for re-appointment to the position.

7.033 Supplemental Review

A. On an annual basis any staff member may submit an application (see Appendix P) to add, modify, or delete a supplemental position. Applications should be submitted to the Athletic and Activities Director by March 1st of the year prior to the proposed implementation. Applications can be submitted at other times if the applicant can provide evidence that the above time lines cannot be met.

B. A committee composed of two (2) representatives of the Board and two (2) representatives of the Association shall meet to review all job descriptions and recommend a salary for each position submitted. This committee will also make recommendations to the Board/BTA negotiations teams regarding modifications to non-co-curricular supplementals such as department chairs and grade level coordinators.

C. Co-curricular supplementals will be reviewed by the Activities Council, which will make recommendations to the Board/BTA negotiations teams regarding modifications to the supplementals.

D. If the Board approves creation or modification of the recommended position, the bargaining team will then meet to review the salary recommendations pursuant to Article II.

7.04 Payroll Procedure

7.041 Regular Salary Payment

Teachers shall be paid twice per month.

7.042 Supplemental Contract Payment Options

The salaries of employees who hold supplemental contracts shall have the option for a lump sum payment at the end of the supplemental contract work (e.g., at the end of a sports season); or to be paid on regular pay days, in equal installments, for the remaining pays in the school year, starting with the start of the supplemental contract work.

7.05 Automatic Payroll Deposit

7.051 Authorization Form

Automatic payroll deposit is required for all teachers. A copy of the Automatic Payroll Deposit Authorization form must be completed and returned to the Office of the Treasurer and this same form must be submitted to request changes.

7.052 Earnings Statement

Each pay day the employee will receive an earnings statement showing gross salary, taxes, other deductions and net pay.

7.06 Teaching Assignments

7.061 Rationale for Teacher Assignments

Teacher assignments shall take into consideration equitable workloads (number of students, number of preparations, room assignments) and the provision of the highest quality instruction possible including opportunities for remediation, support and intervention. After identification of student numbers and interests and courses/grade levels, teacher assignments for the coming year shall be developed initially by the staff directly affected (department, grade level) prior to presentation to the principal. Annually the principal shall establish a deadline for departments to submit course lists and numbers. If consensus reflecting these criteria cannot be achieved by the teachers directly affected, or if the consensus does not provide the highest quality instruction possible including opportunities for remediation, support and intervention the principal shall make the assignment.

7.062 Tentative Assignment Notification/Class Lists

A. All teachers shall be given written notice of their tentative instructional assignments for the forthcoming school year not later than the preceding first day of June. At the high school this will be the tentative master schedule. No major change in such assignment (building, subject, or grade) shall be made unless necessary for educational reasons and/or work load equity and until the teacher involved is consulted and given the reason(s) for such change. If after July 10th a major change in such assignment is necessary and is established without the consent of

the teacher, that teacher shall have the right to resign the contract of employment.

B. The tentative class list of students will be available to teachers two (2) weeks prior to the first student day of the school year.

7.063 Certified K-12 Electives Teachers

All K-12 graded electives courses will be taught by a certified teacher in that subject area unless otherwise mutually agreed to by the Parties to the extent allowable by law. "Electives courses" are defined as graded K-12: art, physical education, music, foreign language, and technology courses.

7.07 Vacancy Notification

7.071 Vacancy Posting

A. Principals will report promptly to the Superintendent, or designee, any vacancy(ies) in professional and/or supplemental positions. Notice of professional and/or supplemental vacancy or vacancies shall be posted ~~in~~ on the District email directory promptly after the existence of such impending vacancy is reported to the Superintendent, or designee. Such notice shall designate the position and the building location involved. Except for the time period set forth in Section 7.071(C) below, teachers may apply for the position in the posting for a period of five (5) business days. Each member applicant will submit a letter of interest. Upon request of the BTA President, the Superintendent, or designee, will give notice to the President.

B. The foregoing provisions do not apply where the vacancy results from the temporary absence of an employee; e.g., leave of absence due to illness, maternity, etc. The foregoing provisions do not apply where a teaching vacancy must be filled five (5) or fewer work days prior to the start of the school year. A teaching vacancy that arises during the course of the school year, will be filled on a temporary basis for that year. If the position is to be filled for the following year, it will be posted.

C. A teacher transferred involuntarily within the two-year period (24 months) prior to the posting will return to

the same position (i.e. assignment, grade level) they held prior to the involuntary transfer if they elect to do so.

7.072 New Positions

Any certificated position created, not in existence as of the effective date of the Agreement, shall be posted in the central office of each building promptly after the creation of any such new position(s). All teachers meeting the posted qualifications for said position shall have an opportunity to apply for and be considered for said position(s). When any such position(s) is filled, the Superintendent, or his designee, shall give written notice to the President of the BTA.

7.073 Voluntary Transfer

Each member applicant will be considered before in-District interviews of outside applicants are conducted. A current member will be advised in writing by the Superintendent, or designee, if he/she has been selected or denied the transfer or will be considered with outside applicants. A current member who does not receive a position in another building for which he/she has applied will receive written notification of that decision and the reason(s) for the denial of his/her request from the Superintendent, or designee. A denial of a request for voluntary transfer shall not be subject to the grievance procedure.

7.08 Involuntary Transfer

7.081 Definition

Involuntary teacher transfer shall mean a principal/administration initiated transfer which has not been approved by the certified staff member.

7.082 Vacancy Notification Procedure Posting

Prior to any involuntary transfer, notice of the intended vacancy or new position shall be posted utilizing the Vacancy Notification procedure. Whenever possible, seniority in the system will be a primary consideration in an involuntary transfer, with the staff member having the least seniority being transferred first; however, the first consideration will be providing quality instruction. For this section, seniority shall be determined by the length of continuous service in the Bay Village School System.

7.083 Written Notification

If an involuntary transfer is to be made during the course of the school year, the certified staff person to be transferred will be notified in writing at least twenty (20) school days prior to the anticipated date of transfer except in the case of emergencies. The written notification shall contain a statement identifying the reason(s) for the transfer. The principal/administrator shall discuss said transfer and the reason for the transfer with the teacher upon request of the teacher.

7.084 Americans with Disabilities Act

The Board may initiate an involuntary transfer in order to provide a reasonable accommodation under the Americans with Disabilities Act. Before making the involuntary transfer, volunteers will be solicited by a posting. If an involuntary transfer must be made, seniority in the system will be a primary consideration, with the staff member having the least seniority being transferred first; however, the first consideration will be providing quality instruction. For this section, seniority shall be determined by the length of continuous service in the Bay Village School System.

7.085 Return to Previous Position

A teacher transferred involuntarily to a position within the two-year period (24 months) before the posting of the same position held just prior to the involuntary transfer will return to the same position (i.e. assignment, grade level) they held prior to the involuntary transfer if they elect to do so.

7.09 Reduction in Force

7.091 Procedures

The Board will follow O.R.C. 3319.17 in any decision to suspend the contract of a teacher as part of a reduction in force. The following procedures will govern the reduction of certificated staff made necessary through decreased enrollment of pupils, the conclusion of a job sharing arrangement, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the District, or financial reasons. Such procedures may be subject to revision in order to ensure compliance with state and federal laws relating to employment decisions. The procedures contained herein for such reduction in

certificated staff shall not pertain to any certificated employee non-renewed for performance reasons.

7.092 Attrition

Insofar as possible, the number of teachers (defined to include administrators holding continuing teaching contracts who lose their administrative positions) will be kept to a minimum by not employing replacements for teachers who leave the system, are on leaves of absence, or whose limited contracts are not renewed for performance reasons or for those teachers who retire or die. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary certification.

7.093 Definitions

A. Teaching Field

Area of certification for which the teacher is properly certified, if on continuing contract, in accordance with O.R.C. Section 3319.22 or, if on limited contract, the area of teaching assignment in which a limited contract teacher currently holds proper certification.

B. Seniority List

A list specifying the order of seniority of each teacher in each area of his/her certification. The seniority list shall include a list of the reasons a reduction in force may be implemented.

1. No seniority for purposes of this Article will accrue for administrative service.

2. Administrators shall be placed on each seniority list in which they hold a teaching certificate/license. In the event of a reduction, the affected administrator will be placed in the area of his/her certification which would result in the displacement of the least senior teacher if the administrator has more seniority than any of the teachers in his/her area of certification.

7.094 Criteria

A. Ranking Priority

Seniority shall not be a basis for determining the order of teacher dismissal for a reduction in force except when deciding between teachers who have comparable evaluations. Evaluations will be deemed comparable when teachers earn the same rating within a group as described below. The ratings used to determine each group will be the rating assigned for the three prior evaluations most recently completed prior to the notice of reduction in force (accomplished, skilled, developing, or ineffective).

Comparison of the three year period shall be made by awarding points for each rating during the three year period. Accomplished = 4 points, Skilled = 3 points, Developing= 2 points, and Ineffective= 1 point.

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

Group One = up to 4 points total

Group Two = 5-10 points total

Group Three= 11-12 points total

For a teacher with less than three evaluations a single point will be added for each year to total three years.

Within each teaching field affected by the staff reduction, all teachers will be ranked in the following priorities:

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

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

B. Ranking Criteria

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

1. Comparable evaluations.

2. Greater seniority of the teacher which is defined as the length of continuous and uninterrupted service by the teacher in the Bay Village City School District. (Seniority is figured from the initial date of hiring.) Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff of not more than two (2) years due to a reduction in force.

3. Longer total length of service of the teacher which is defined as the total number of years of service by the teacher in the Bay Village City School District.

4. Higher current grade of Ohio certification.

5. Date of application received.

7.095 Factors Other than Seniority

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

7.096 Availability of Lists

A. A seniority list of all teachers in each area of their certification shall be developed annually by the administration according to the seniority provisions set forth above. The Association President shall receive a copy of the list(s) by January 15th of each year.

B. On or before April 5th and preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a layoff and shall receive in writing:

1. The list of the positions in each teaching field affected by the reduction in teachers.

2. The seniority lists for all teachers based upon their teaching field.

3. The list of teachers whose contracts are to be suspended or non-renewed for other than performance reasons in each teaching field affected. This list shall constitute the Reduction in Force list.

C. Following the fulfillment of the requirements in Section 7.096 (B), administrators will be responsible for advising those teachers whose contracts are to be suspended as part of a reduction in force.

D. On or before April 20th, and prior to Board action on layoff, a meeting shall be held between representatives of the Association and representatives of the Board of Education to review appropriate data and discuss the layoff. At this meeting the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of classification, and a list of teachers to be laid off.

E. If a dispute occurs with regard to the justification for the layoff, and/or the teachers to be laid off, the matter(s) shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.

7.097 Procedures

A. To the extent that reductions are not achieved through attrition, Section 7.092, reductions will be achieved by layoff. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment.

B. The reduced staffing requirements in the teaching field affected by the staff reductions will be implemented in accordance with the priorities set forth in Section 7.094 (A) of this Article, and within those two (2) priority groupings, in accordance with the ranking criteria set forth in Section 7.094 (B) of this Article.

C. Teachers to be reduced from the teaching field affected, after staffing requirements are filled in accordance with Section 7.094 (A) and (B) of this Article, will be reassigned to known vacancies in other teaching fields for which they are certified. Such reassignment will be in accordance with the same priority grouping set forth in Section 7.094 (A) and the same ranking criteria set forth in Section 7.094 (B) of this Article.

D. 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:

1. The teacher who bumps must be properly certified in the teaching area which he/she intends to bump into.

2. The teacher who bumps must bump the least senior teacher in the teaching area which he/she intends to bump into.

7.098 Recall

A. Teachers on continuing contracts whose contracts are suspended only by virtue of this Reduction in Force Procedure shall be placed on a permanent recall list. Teachers whose limited contracts were suspended only by virtue of this Reduction in Force Procedure shall be placed on a recall list for a period not to exceed their length of service in the District up to a maximum of two (2) years. Teachers whose contracts are suspended as part of a Reduction in Force shall have the right of restoration to service with the District in reverse order of layoff in keeping with contract status and area of certification/licensure if and when teaching positions become vacant or are created for which any such teachers are or become qualified.

B. Notices of recall will be issued and the process completed before vacancies are posted and filled under Sections 7.07 and 7.08.

C. A teacher will be notified of a vacancy by certified mail and must accept the position by submitting a letter of acceptance to the Superintendent of Schools, or his designated representative, within ten (10) school days

from the date of receipt of the certified letter or fifteen (15) days from the date of mailing whichever occurs first or that teacher will be dropped from the recall list and the Board will have no further employment obligation to that teacher; however, teachers who are offered part-time employment who do not accept such employment shall not be dropped from the recall list. Should a teacher accept a part time position and prior to the start of the school year or ten (10) days prior to the second semester effective at the semester, a full time position or its equivalent becomes vacant in an area in which the teacher is eligible for recall, that teacher shall be given the opportunity to accept the full time position in accordance with seniority rights.

D. During a recall, the Board shall not be required to implement involuntary transfers across areas of licensure.

7.099 Active Employment Status

Any teacher on the recall list shall upon acceptance of the notification to resume employment, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement that the teacher enjoyed prior to being suspended pursuant to this procedure.

7.0910 No Break Service

Layoff shall not constitute a break in the teacher's service.

7.0911 Supplemental Contracts Exempt

Nothing in this Article shall be deemed to apply to the issuing, termination, and/or renewal of Supplemental Duty Contracts.

7.10 Mileage Reimbursement

Teachers who drive their personal automobiles in the performance of their duties shall be reimbursed at a rate equal to that established by the IRS. Upon the submission of the current form provided by the District Treasurer, during the applicable school year and the approval of the Superintendent, said teacher shall be reimbursed for the preceding month's mileage. Teachers may elect to have payments made at the end of each semester.

VIII – WORKING CONDITIONS

8.01 School Year

8.01 Length

The length of the school year for certified staff in the Bay Village City School District is 188 days (1 work day equals 8 hours). The distribution of days shall be as follows:

A. Student instructional days- 178

B. Parent/Teacher conference days – (2 days) (12 hours of parent conferences and 4 hours for preparation).

- Six (6) hours of which will be scheduled between the hours of 7:30 a.m. and 3:30 p.m. on two different half days. (1/2 day Fall, ½ day Spring); the other half of the days will not be work hours.
- Evening conferences shall be scheduled by building teams.

C. Staff work and meeting days (prior to school opening) (3 days)

- **½ convocation and ½ workday**
- **½ building meetings and ½ workday**
- **Full Day Professional Development Day**

D. Teacher Workday (end of first semester on district calendar) --- (1 day)

E. Teacher Workday (end of school year) --- (1 day)

F. Embedded Professional Development Days –(2 days are in lieu of regular student school days).

- One Fall Professional Development Day
- One Winter Professional Development Day

G. Asynchronous Compliance Training – (1 day)

- Deadline: Last day of the first quarter – failure to complete by this date = a dock day

8.02 Self-Directed In-Service Training

Each teacher will have the option to complete 1/2 day of self-directed in-service training. The teacher may satisfy the half-day option by attendance at NEOEA Day programs, workshops on weekends or evenings or during the summer.

Teachers who voluntarily perform supervisory or instructional duties at evening District programs outside of their supplemental duties may use such attendance to satisfy self-directed in-service. Course work undertaken for salary schedule placement purposes or professional meetings approved in accordance with Section 5.i10 shall not be eligible for approval. Should a teacher opt to complete the 1/2 day of self-directed in-service, he/she may leave after one-half day of the work day at the end of the second semester.

8.02 School Day

8.02i1 Length

A. The work day for teachers shall start no earlier than 7:00 a.m. and conclude no later than 4:00 p.m. Teachers shall not be required to be in their buildings for more than eight (8) hours. However, the teacher work day may be shortened with the approval of the principal.

B. The school day may be extended on those days when personnel are required to attend meetings and conferences which are a part of their customary duties such as faculty meetings, parent teacher conferences, etc. Except as noted in Section 8.022(A), required attendance at such after-school meetings (excluding IEP meetings) will not extend more than one (1) hour beyond the end of the required work day. Administrators will facilitate such that these meetings are completed in an expedient fashion.

C. Teachers required to attend IEP meetings which extend more than one (1) hour beyond the workday set out in Section 8.02 above or which do not permit the teacher to have a duty-free lunch shall be compensated at the curriculum rate of pay. The pay shall be calculated in ¼ hour increments. By mutual agreement with the building principal, the teacher may take compensatory time off in lieu of the added pay.

D. Teachers will be notified of a scheduled IEP-related meeting held during planning/conference time by the beginning of the previous work day. Teachers required to attend an IEP-related meeting without the

specified notice will receive compensation for attendance at the meeting at the curriculum rate of pay.

E. All teachers, with the exception of those teachers assigned full-time to the middle school, shall have an uninterrupted lunch period of not less than forty (40) minutes except on days when they are on special programs or assemblies. Middle School teachers will be granted an uninterrupted lunch no less than 30 minutes.

F. Teachers shall be guaranteed planning and conference time and instructional/supervisory time as specified in Section 8.022 A, B, C, and D except on days when there are special programs or assemblies.

G. The school day for Special Education teachers shall be the same number of hours as the regular teachers in their respective buildings. Special Education teachers may report to their buildings earlier than the regular teachers and leave that much earlier, but must remain at least twenty (20) minutes after their students are dismissed. The school day shall be extended on those days when personnel are required to attend meetings and conferences which are a part of their customary duties, such as faculty meetings, parent teacher conferences, et cetera.

8.022 Instructional/Supervisory Time

A. Elementary

Elementary classroom teachers (those whose primary responsibility is for a self contained classroom) shall not be required to remain in their classrooms when other teachers certified to teach in special areas such as art, music and physical education are in charge of such classes. Elementary teachers shall have at least four hundred thirty (430) minutes per week for planning, preparation and conferences within the day as set forth in Section 8.021 above. At least two hundred (200) minutes of this planning time shall be scheduled within the required student day for classroom teachers. A good faith effort will be made to schedule 200 minutes of planning time within the student day for special teachers. Including twenty (20)

minutes of continuous time within the student day. Planning time for all other teachers shall be defined as at least 30 minutes of continuous time within the student day. There will be a maximum of fifteen hundred (1,500) minutes per week for student instructional/supervisory time including homeroom, supervision of students before and after the student day, bus duty, lunch duty, recess, etc. Every effort will be made to ensure that full faculty meetings involving teachers in grades K 4 do not extend more than forty five (45) minutes beyond the eight (8) hour teacher work day. Such meetings shall be conducted no more than once per month except in unusual circumstances.

In the event that either elementary building extends the student day, a building committee will be formed in each affected building. The purpose of the committee will be to create a new student schedule and recommend any necessary changes in the Instructional/supervisory time. The building committee will consist of three (3) BTA members appointed by the BTA President and also the building administrator and Superintendent or designee. Recommendations of the committee will be presented to the BTA and Administration and will be subject to ratification and Board approval.

B. High School

High School teacher assignments shall include a maximum of 1,350 instructional minutes per week and a maximum of 1,420 student contact minutes per week unless otherwise mutually agreed to by the teacher and the administrator. Teachers shall have at least 430 minutes per week for planning, preparation and conference except in weeks of assemblies or other special programs. The principal shall endeavor to provide planning time in each teacher's daily schedule. Planning time is defined as at least thirty (30) minutes of continuous time within the student day. Teacher assignments shall be in accordance with Section 7.061. The building principal is responsible for constructing the master schedule.

C. Middle School

Middle School (grades 5-8) teachers' assignments shall be a maximum of one thousand four hundred twenty-five (1,425) minutes per week and a maximum of two hundred eighty-five (285) minutes per day, except in weeks of assemblies or other special programs, of instructional/supervisory duties including any supervision before or after the required student day.

1. The major portion of these assignments should be classroom teaching but may include other supervisory duties depending on the needs of the building as determined by the principal. The total time assigned per teacher shall be determined quarterly with teacher input, and adjusted based on their minutes for each quarter following the timeline outlined in section 8.024.

2. Teachers shall have at least eighty-four (84) minutes per day, except in weeks of assemblies or other special programs, of planning/conference time within the required student day. Planning time is defined as at least thirty (30) minutes of continuous time within the student day.

Every reasonable effort shall be made to limit the number of different preparations of "electives" teachers at the Middle School.

D. Traveling Teachers

On a day that a teacher is assigned to travel in his/her regular schedule one time per day, teachers' instruction/supervisory assignments shall not exceed two hundred sixty (260) minutes per day. If the teacher travels more than one time per day in his/her regular schedule he/she shall be allotted 25 minutes for each time they must travel. He/she shall have a minimum of eighty-five (85) minutes per day for planning and conferences, except in weeks of assemblies or other special programs. Traveling teachers who begin their day at the high school may be given a homeroom assignment of not more than 15 minutes per day. Teachers shall not be required to travel during their lunch or conference time. Any

teacher assigned to the High School for any portion of the day shall, for that assignment, be scheduled in accordance with Section 8.022(B).

(This does not impact the current practice of the Middle School and High School instrumental music teachers.)

8.023 Lunch

All teachers shall have an uninterrupted lunch period equal to or better than that mandated by Ohio statute. When a group of teachers is assigned a lunch break outside the common lunch periods held by most of the staff, the administration will rotate the lunch assignments among those affected. This will be done to the extent possible to provide a rotation from year to year or across attendance periods when planning the master schedule.

8.024 Reasonable and Fair Workloads

A. The Board of Education and the administration support the concept of reasonable and fair workloads for all teachers in similar assignments within each building. Principals will work closely with the staff to ensure workloads are reasonable and fair within each building. At the elementary buildings, the principals and grade level coordinators will identify options for best balancing the schedules and assignments of all "electives" teachers (Art, Music, Spanish, and P.E.). The options will be reported to the Superintendent or designee, annually by May 15th and considered when making assignments.

B. At the elementary level, a Regular Education Classroom Placement Committee shall be established in each of the buildings. The purpose of this committee is to obtain/provide input on class placements from teachers who interact with the children daily, in addition to the information provided on the student placement sheets.

The Committee will give recommendations as to the placement of children in classrooms to ensure balance of academic and behavior needs.

The Committee shall consist of at least one electives representative per building, the grade level

coordinator from each grade level, the building school counselor, and the building principals.

Before class lists are finalized, tentative lists will be reviewed by current grade level teachers and a representative from electives to make any recommendations to balance behavioral or academic needs. The building principal will consider recommendations, but will have the final say on class lists.

The team shall meet at least twice to review the class lists as students are being placed. Once when the first draft of the lists have been developed and once prior to finalization.

C. At the middle school level, before elective class lists are finalized, tentative class lists, including tentative duty assignments, will be reviewed by electives teachers and, if needed, a representative from general education to make any recommendations to balance behavioral or academic needs. The building principal will consider recommendations, but will have the final say on class lists. Class lists and duty schedules will be communicated no later than two weeks prior to the start of the quarter.

D. <u>District Media Specialist</u>

The District Media Specialist's main responsibility shall be to manage the media centers.

The Media Specialist shall work an 8 hour day. The day will include at least 230 minutes of time for support and collaboration for the district library program, no more than 120 minutes of classroom instructional time to be determined by the administration, a 30 minute uninterrupted lunch, and at least 85 minutes of planning time.

The Media Specialist shall be available for teacher collaboration and consultation in all buildings.

The District Media Specialist shall create an outline of a schedule that will allow for flexibility and movement on a week to week basis. This schedule will be made electronically available to the Director of Teaching and

Learning and the building administrators, and shall be updated weekly.

The Media Specialist will be evaluated by a building administrator using the agreed upon rubric.

8.025 Calamity Days

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

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

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

8.026 Planning, Preparation and Conference

The parties agree that planning, preparation and conference time shall be used for such professionally related duties as lesson planning, grading papers, studying and evaluating/maintaining student progress records. Generally, planning, preparation, and conference time is teacher-directed time; however, teachers shall also be available for scheduled conferences (e.g., pupil-teacher, teacher-teacher, administrator-teacher, and parent-teacher conferences), IEP team meetings, and team/collaborative planning for purposes of evaluating student progress, and

instructional planning. Staff members represented by the BTA will assemble once every other week for a period of 30 minutes to meet with teacher-directed teams. Team structures will be formed by BTA members and building principals. The purpose of the teacher-directed teams is to accomplish building-specific, continuous improvement goals aligned with the district's Five Year Strategic Plan. Building Leadership teams will collaborate on choosing performance measures to analyze and monitor student performance measures related to academic and behavioral goals and make recommendations for instructional practices and decisions.

8.027 Employee Identification Badges

The parties agree to the following regarding Guidelines for Employee Identification Badges for bargaining unit members:

Each District employee will wear a photo identification badge during school hours when students are in attendance.

Employees are encouraged to wear their badges at school events scheduled outside the regular school day, such as evening performances, open house, athletic contests, etc.

The badge will display the employee's photo, name, and District logo. All badges will be uniform in color and design. Employees have a choice of how their name will be presented on the badge (e.g. first and last name, first or last name only).

Employees with religious objections to having their photo imprinted will receive a badge with their name, and District logo.

Employees will have the opportunity to see a digital copy of their photo at the time it is taken, and if not pleased with it, the photographer will take another.

The District will provide the initial identification badge and replacements as requested.

Employees must wear the identification badge in a visible place. Badges may be worn by means of a lanyard or clothing clip. Each employee will be provided with both means of attachment.

Issues/concerns about employee's identification badges, as a form of identification, will not be included in the employee's annual evaluation. However, issues / concerns about an employee's identification badge, as an access point to classrooms, buildings and secure areas, may be subject to discipline.

District badges, not photo identification badges, will be provided to short-term substitutes.

Long-term substitutes (substitutes working more than 12 weeks consecutively) will be provided photo identification badges.

Should any concerns arise related to identification badges the administration and the Bay Teachers' Association will meet to resolve set items.

The District shall convene district safety committee meetings not less than 4 times a year. The committee shall consist of at least one teacher from each school building and additional district representatives of the administration's choosing.

8.03 School Calendar

8.031 BTA Input

Every two (2) years, starting with the 2023/2024 school year, a committee including six (6) BTA members representing the PreK-12 buildings will meet with members of the administrative team and the Superintendent to complete an in-depth review of the school calendar. The committee will draft two years' worth of calendars and submit their recommendations to the Superintendent or designee, for final consideration. BTA members of the committee will be designated by the BTA President and all other members will be determined by the Superintendent or designee.

8.032 Parent/Teacher Conferences

In light of the fall parent conferences as reflected in the school calendar and scheduled on a building level, the day preceding Thanksgiving shall not be a work day. The principal will give consideration to approving a different parent conference schedule for a teacher who has a specific conflict with the scheduled conferences.

Parent conferences will be scheduled and conducted on a building basis outside of normal instructional hours. Over the course of a school year, a total of 16 hours (12 hours of parent conferences and 4 hours for preparation) will be scheduled. Building leadership (building chairs, grade level coordinators, and team leaders) will make a recommendation to the building principal regarding the scheduling of such conferences, which will be conducted during the period specified in the school calendar.

8.04 Professional Learning

When needed, decisions regarding district and building level teacher professional learning opportunities will be determined through LMC or building level leadership teams.

8.05 Student Progress Reports (Grades PK through 4)

Teachers will provide reports of individual student progress as prescribed in any intervention plan or other agreement with parents where an individual student is being monitored for progress.

Interim reports will not be required during any grading period. The teachers will make a reasonable attempt to inform parents if an individual student's performance is notably lower.

8.06 Grade Period Reports

Each 9 week grading period shall be scheduled to provide at least two (2) business days between the close of the grading period and the submission of grade reports.

8.07 Electronic Grade Reporting

8.071 K - 4

A Learning Progress post will be posted once every three (3) weeks. Learning Progress posts may include either a performance level grade or a standards-based comment. Posting of a student's entire grade book shall not be required.

8.072 Posting Schedule (5-12)

A student's entire grade book will be posted minimally at three (3) week intervals.

8.073 Website Links

Any teacher who maintains a separate web page for instructional/reporting purposes will include a direct link on the web page to the District's electronic grading system.

8.08 Personnel Files

8.081 Official File

The personnel file for each teacher shall be maintained at the Superintendent's Office. The file shall be the only official file and shall be confidential. Upon request at any reasonable time, a teacher shall have the right to review all items in his/her own file except those letters of reference or recommendation which are confidential. Copies of up to five (5) items shall be provided at Board expense. Additional copies shall be provided at cost.

8.082 Principal's File - (Electronic and Paper)

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

All provisions of this section (8.082) also apply to files related to supplemental contracts held by the bargaining unit member. Completed supplemental evaluations will be placed in the personnel file at the Superintendent's office.

A. The principal's file will contain only evaluation forms, observation forms, written concerns and plans for assistance as stipulated in Article IX. These items also shall be maintained in the central file.

B. The principal's file shall be governed by all provisions of Section (8.08).

C. No parental letters or notes regarding any discussions with parents or students will be kept in the principal's file.

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

8.083 Anonymous Material

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

8.084 Prior Inspection of Material

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

8.085 Rebuttal Material and Removal

A teacher may attach a written statement of reply to any item which is placed in his/her personnel file. Any teacher who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request a committee composed of two (2) members appointed by the President and two (2) members appointed by the Superintendent or designee, to review the teacher's request. The committee shall recommend to the Superintendent the removal from the personnel file of any information which the committee finds to be inaccurate, irrelevant, untimely or incomplete, provided annual evaluations shall remain in the personnel file.

At the written request of the teacher three (3) or more years after service or disability retirement, items other than annual evaluations shall be removed from the personnel file.

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

Following the death of a teacher during active employment, information found to be inaccurate, untimely, irrelevant or incomplete shall be removed from the personnel file.

8.086 File Inspection Log

To the extent permitted by law, any person who is not an employee of the Bay Village City Schools who examines a teacher's personnel file shall be requested to sign a form indicating their request to examine a personnel file. Personal information protected by law will be redacted before file materials are made available for inspection and copying. To the extent permitted by law, the administration will advise a teacher when a person not an employee of the Bay Village City Schools examines a teacher's personnel file.

8.087 Advance Notice

When possible teachers shall be given advance notice when a request is made by a non-school employee to examine the teacher's file.

8.088 Restrictions

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

8.09 Parental Complaints

8.091 Procedure

A. Step One

If an administrator receives a complaint about a teacher from a parent, the administrator shall advise the parent of the avenues available for communication to address the concern: parent calls the teacher, teacher calls the parent, or the administration facilitates a meeting between the parent and teacher. Any parent complaint received by

the administration shall be brought to the teacher's attention. In advising the teacher of said complaint, the administrator shall inform the teacher of the name of the complaining party, the nature of the complaint, and whether the complaint may become part of the teacher's personnel file. The parents are entitled to speak with the administration prior to speaking with the teacher. The administration may contact the teacher on behalf of the parent to facilitate the meeting. If a meeting is scheduled between a teacher and parent, either the teacher or the parent may request that the principal be present. If the parent does not contact the teacher within ten (10) school days, or a mutually-agreed to time, the complaint will not become a matter of record. Excluded from this procedure are situations which may amount to a violation of law or which jeopardize the health or safety of students and/or staff, which shall be directed to local law enforcement or child services.

B. Step Two

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

C. Step Three

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

D. Step Four

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

8.092 Written Rebuttal

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

8.093 Restrictions

A. Complaints that are not brought to the teacher's attention shall not become a matter of record, nor shall they in any way affect that teacher's employment.

B. The filing of a complaint will not affect the treatment of the complainant's child or children by the staff.

C. The fact that a parent requests a specific teacher for their child, or the fact that a parent requests that their child not have a particular teacher, shall not be recorded in the teacher's file, nor used in evaluation or for employment decisions.

D. This provision shall not apply to alleged criminal offenses or alleged conduct which is subject to mandatory reporting under ODE's professional conduct/licensure standards.

8.094 Supplemental Contracts

The procedures of Sections 8.091 through 8.093 shall apply to coaches/advisors holding supplemental contracts, provided that another avenue at step 1 involves setting up a meeting involving the head coach/advisor and the parent. The parent, advisor/coach or administrator may request that the head coach/advisor be present at the step 2 meeting. If a head coach/advisor receives a complaint regarding an issue related to another supplemental contract holder, the complaint is to be first directed to the supplemental contract holder responsible for the issue.

8.095 Social Media

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

1. To the extent appropriate, District administrators will attempt to make contact with the parents and/or

students to request that any disparaging or otherwise inappropriate social media posts about BTA members by parents or students be removed from the relevant social media site.

2. To the extent permissible under the law, students shall be disciplined in accordance with Board Policies, Acceptable Use Policy, student handbook or applicable law for harassing or threatening social media communications toward the school community.

3. Unless required by law, Board Policy, the negotiated agreement, or the Licensure Code of Professional Conduct, any complaints originating from social media posts shall not be pursued by Administration for disciplinary action against BTA members.

8.10 Class Size

8.101 The parties will continue to review class sizes in the District in light of research findings, space, and the availability of financial resources.

8.102 A teacher may request aide assistance from the building principal for any class, or classroom, where the size of the class and/or the needs of the students in the group suggest that additional assistance is needed to be able to reasonably manage the class.

The building principal in consultation with the Director of Special Services will review the request(s) and consider the benefits of assigning an aide for any period of time. The administration will review assignment of an aide and other possible support for the teacher. The administration will make a determination in a timely manner and report their decision to the teacher.

8.11 Inclusion

8.111 IEP Preparation and Self-Directed Activity

With the approval of the building principal, a teacher may credit the time he/she devotes to IEP preparation to completion of his/her obligation for self-directed in-service. Intervention Specialists will be granted the equivalent of one (1) day (either one full day or two (2) ½ days) per semester (which will be mutually agreed upon with the building administrator) to be used for IEP preparation and progress

report completion which must be done/completed on District property.

8.i112 In-Service Opportunities

The Board will offer in-service programming on the laws governing discipline of disabled students and classroom management of all students. In addition, teachers will be advised of other training opportunities. The faculty will be provided with an annual update regarding issues pertinent to the education of special needs students. The Board will offer collective training opportunities for parents of disabled students.

8.i113 Medical Services Training

Bargaining unit members will perform specialized medical services for students after appropriate training.

8.i114 Scheduling of Students

A. BTA Scheduling Input Committees

Two (2) regular education teachers and one (1) Intervention Specialist each at Normandy and Westerly and three (3) regular education teachers and one (1) Intervention Specialist each at the Middle School and the High School will be designated by BTA to volunteer to work with the principal on collecting data and reviewing the scheduling of students with IEPs and other students with special needs.

B. Rationale for Scheduling Inclusion Students

In all buildings, principals/teachers will take into consideration the numbers and types of needs of the students as delineated in the IEP/504 plan, the availability of special services, class size, and other relevant factors when placing special needs students. Principals will make reasonable efforts to adjust the size of classes to which low incidence students are assigned.

C. Specific Building Procedures

1. Elementary

At Westerly and Normandy, following the review by the input committee, the principal will offer a meeting for each grade level team of teachers to consider the assignment of all students with special needs. The principal and/or input committee may bring a draft proposal. Each grade level team will attempt to reach consensus on the tentative student assignments. Every effort will be made to assign caseloads to Intervention Specialists in an equitable way. The grade level team may request assistance from the BTA or principal to achieve consensus. Where the grade level team does not meet consensus the principal may make the tentative assignments.

Principals will make reasonable efforts to rotate the assignment of special needs students among teachers over a period of school years. The number of assigned students may vary among classes at the same grade level.

2. Middle School

At BMS, the administration will meet with grade level teams before the end of May to discuss distribution of students for the following school year. Every effort will be made to assign caseloads to Intervention Specialists in an equitable way. Meetings held to review and possibly modify schedules and classroom assignments will take place not later than the 3rd week in August.

3. High School

The Administration and the SPED department will meet no later than the end of May to assign IEP caseloads to Intervention Specialists. Every effort will be made to assign caseloads to Intervention Specialists in an equitable way.

D. Changes in Tentative Student Assignments

After the tentative assignments are made through consensus or principal decision, the principal may make adjustments as affected by student enrollment changes and changes in teacher assignments. If requested, the principal will provide an explanation of the changes made.

E. Collaborative Building Transitions

An ad hoc committee of teachers, counselors and building administrators will meet once per year for the purpose of student transitions between buildings. Committees that choose to meet outside the school day will be compensated at the curriculum rate of pay. Release time may be provided for committees that choose to meet during working hours. Committee structure is as follows:

1) 2nd/3rd grade - at least one teacher from each grade level and one elective teacher from Normandy, counselors, and administrators.
2) 4th/5th grade - at least one teacher from each grade level and one elective teacher from Westerly, counselors, and administrators.
3) 8th/9th grade - at least two teachers from each grade level, counselors, and administrators.

8.i115 Common Planning Time

When establishing teacher schedules, the administration will make reasonable efforts to schedule common planning time for classroom teachers and intervention specialists, provided that “reasonable efforts” does not mandate added expenses to the District. The administration will make reasonable efforts to schedule common planning time for classroom teachers and paraprofessionals, provided that “reasonable efforts” does not mandate added expenses for the District.

8.i116 Meeting Scheduling

Principals will be encouraged to schedule no more than five (5) IEP/504 meetings for regular classroom teachers to occur outside the standard teacher workday. Principals will distribute IEP meeting attendance assignments as equitably

as possible and should make substitutes available as necessary to facilitate such attendance. IEP meeting attendance will take precedence over supplemental contract activities, with the exception of events/contests set with other districts, performances, and the like.

8.12 Drug Policy

No employee shall unlawfully possess, use or distribute illicit drugs (including marijuana) or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed on employees who violate this provision. In the event of employee possession or use, the sanctions will, as a first step, be the referral to a rehabilitation program. In other circumstances, including possession for distribution, sanctions may include referral to and completion of an appropriate rehabilitation program, suspension and/or termination.

8.13 Chronic Communicable Diseases -- Teacher

8.131 Purpose

A. The purpose of these procedures is to describe the manner and method(s) of handling the issues raised when a teacher is infected with a chronic communicable disease (CCD).

B. These procedures do not prohibit the admission of CCD-infected teachers to work. There will be no mandatory testing to determine if a teacher is CCD-infected. Decisions about each CCD-infected teacher are to be made on a case-by-case basis.

8.132 Governing Practices

A. A teacher who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than a teacher with any other medical disability.

B. The Employer shall not discharge any teacher nor otherwise discriminate against any teacher with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such teacher has contracted a chronic communicable disease.

C. Admission or exclusion of a teacher infected with a CCD is a medically oriented problem requiring guidance from medical professionals.

8.133 Procedures

A. When a CCD-infected teacher either voluntarily discloses his/her diagnosis or is identified via medical documentation from a physician, notification shall be made to the Superintendent who will notify the Bay Village City Schools' physician.

B. The school physician shall notify the Bay Village health commissioner.

C. The CCD-infected teacher shall direct the release to the school physician of pertinent medical information from the CCD-infected teacher and health care provider(s) upon written request of the Superintendent. The school physician will share the information with the medical review team.

D. The school physician shall convene a medical team within seven (7) days of the identification/documentation in order to review the teacher's medical status and make appropriate recommendation(s) to the Superintendent. Such review team shall be comprised of:

1. The teacher's primary care physician;

2. A physician specializing in infectious diseases;

3. Physician, Bay Village Health Department;

4. A school physician, who shall act as chairperson of the medical review team.

E. The medical team shall review the teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the CCD-infected teacher through the teacher's primary care physician.

F. The review team shall submit a written report of its findings and determinations to the Superintendent within ten (10) calendar days. The team's written report should reflect the views of all members of the medical review team. A copy of all reports shall be simultaneously provided to the teacher in question.

G. The Superintendent will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. A teacher who is excluded from work/reassignment shall be (1) entitled to normal paid sick leave benefits (2) entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired (3) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as CCD-infected.

H. A teacher disputing the Superintendent's recommendation may file an appeal with the Ohio Civil Rights Commission.

8.i134 Confidentiality

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

8.i135 Dissemination of CCD Information

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

8.i136 Follow Up

The medical review team shall maintain an active role in monitoring the teacher's medical condition.

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

B. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined in Section 8.133 will be followed.

8.14 Students Identified as CCD Infected

8.141 Information Disclosure

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

8.142 Procedure

A. The student medical review team shall perform the same function as the teacher medical review team as found under Sections 8.133 (E) and 8.133 (F) of this Article. The student medical review team shall consist of:

1. The student's primary care physician;
2. A physician specializing in infectious diseases;
3. Physician, Bay Village Health Department;
4. A school physician, who shall act as chairperson of the medical review team.

B. Any change in the information about the condition of a CCD-infected student shall only be given to personnel identified in Section 8.131 and said personnel shall observe complete confidentiality.

8.143 Medical Team/Teacher Meeting

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

8.144 Restrictions

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

8.15 Occupational Safety and Health

8.151 Internal Reporting Process

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

A. The member or Association shall use the incident/observation form found in Appendix O of this Agreement to file a complaint concerning an alleged health or safety problem. The form shall be sent to the building principal, who will arrange a meeting with the complaining party within five (5) work days of the principal's receipt of the complaint.

B. If the principal does not resolve the alleged violation to the satisfaction of the complaining party, the party may file a formal complaint with the Treasurer within two (2) work days after the conference with the principal. The Treasurer will respond to the complaint within two (2) work days.

C. If the Treasurer does not resolve the alleged violation to the satisfaction of the complaining party, the party

may appeal his/her complaint to the Superintendent in writing within two (2) work days of his/her receipt of the response from the Treasurer. Should the Treasurer not respond, the member or Association must file their appeal with the Superintendent within two weeks of the due date of the Treasurer's response. The Superintendent or designee shall meet with the complaining party to try to resolve the violation and, within five (5) days of that meeting, shall provide a written response.

D. If the member or Association remains unsatisfied, then O.R.C. 4167 applies.

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

8.16 Workers Compensation

A member injured during working hours and who seeks outside medical attention during working hours on the same day of the injury may be subject to drug and alcohol testing through an independent and approved laboratory. Such testing will be conducted in accordance with the U.S. department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as set forth in the Federal Register and at Board expense. Injured members will complete an accident report as soon as possible and in compliance with any applicable state or local or BWC deadlines after realizing he/she has sustained an injury. In addition such testing may be required in the event a member is involved in an accident during the performance of Board duties which results in a fatality of another person, vehicular damage estimated in excess of $2500 or other property damage estimated in excess of $2500. In the event the workers compensation program or statute which forms the basis for this provision changes, the Association may initiate discussion leading to modification or elimination of this section 8.16.

8.17 Communication Systems

A. Teachers will be encouraged to advise parents of their preferred method(s) of communications.

B. Parents are to be encouraged to use the various methods of communications made available by the District, including the teacher's preferred method of communication.

C. The District will develop and regularly update its email policy.

D. As part of the ongoing in-service program, training on all types of communication will be provided.

E. An email account will be provided for all teachers. The user agreement will be modified to include the expectations of email users, an understanding that email addresses will be made public and a statement that email that is vulgar, offensive or pornographic will be referred to the administration and/or police for prosecution.

F. Parents will be advised of the various methods for communicating with teachers. Parents also will be advised of the limitations inherent in the various communications methods, e.g., system overloads in email.

G. Individual faculty pictures will not be posted on the District's website without permission of the teacher.

H. When the District converts to a new telephone system, said system will include features for 2-way communication from classroom to office and voice mail.

I. All communication requests have a reasonable response expectation, usually within 24 hours.

J. Each building will develop a policy on students emailing messages to teachers.

8.18 Home Instruction and eLearning

8.i181

The Building Administrator, the Director of Student Services, the teacher team, and the student's counselor, will determine the need for a Home Instruction Plan for any student who has a long-term medical condition that prevents them from attending In-Building instruction.

The student's teacher(s) and school counselor and principal will provide input on the development of the plan based on each individual student's needs with final approval by the Director of Student Services.

Home instruction pay for teachers who will be providing instructional support in the home or alternate settling outside of the school day, will be paid at the curriculum rate of pay.

Teachers who agree to give up planning time during the school day in order to provide home instruction will receive curriculum rate of pay.

8.i182 Technology Supports for eLearning and In-Building

The District will continue to provide technical support and professional learning with all approved learning resources listed on the District Technology Page.

New requests for web-based learning resources may be submitted to the Director of Technology to evaluate its legal, privacy and data security policies, alignments to standards, and age appropriateness. Resource requests will be reviewed at the beginning of each semester. Teachers will be notified within two weeks as to the status of their request.

8.i183 Protections for Camera and Technology Use

The administration will require parents and students to acknowledge in writing the expected class behaviors, technology acceptable use, and FERPA (privacy) as it applies to instruction or participation in virtual meetings.

The Student Code of Conduct will apply in all educational settings, and will be enforced rapidly and with consistency.

BTA members shall not be responsible if technology problems arise.

BTA members will follow the District's Technology Policy in posting assignments to Google Classroom or Clever Classroom, including videos posted online, but will not be responsible for inappropriate advertisements or other materials that may appear; this includes guidance on settings for safe video-conferencing.

8.19 College Credit Plus

Any assignment to teach a class offered at and by the District to students through the College Credit Plus program shall first be offered to bargaining unit members holding the required credentials in accordance with this Article. If no bargaining unit member is properly credentialed and qualified to be an adjunct for the College Credit Plus course, pursuant to the requirements of the program, the Board may arrange for such class(es) to be taught by non-bargaining unit members. In the event a district teacher becomes qualified to teach a College Credit Plus class, he/she will be offered the opportunity, upon the next cycle in which an instructor is needed based on the Superintendent's assessment of instructor need.

Any teacher who teaches a college Credit Plus course shall be afforded a professional development day to visit the participating institution of higher education to engage in planning with the cooperating college instructor, with prior approval from the Building Administrator. Additional professional leave time may be approved by the Building Administrator to attend required meetings connected to this teaching position. When there are required meetings outside the work day the teacher will seek prior approval from the Building Administrator and, upon approval, the curriculum rate of pay (Article 13.04) will be provided as approved by the Building Administrator.

A a bargaining unit member who teaches a College Credit Plus course as an adjunct in accordance with this Article, may request approval from the Curriculum Director for a reasonable number of hours for preparation paid in accordance with the curriculum rate of pay (Article 13.04), to be approved at the Curriculum Director's discretion.

Any observation conducted by the Institution of Higher Learning shall not be used in any way in the evaluation of the teacher. Observations conducted by the Institution of Higher Learning shall only be those as required by law or required by the Institution of Higher Learning. The District can conduct its own observations and/or walkthroughs for purposes of OTES.

A bargaining unit member may choose to have material generated by the Institution of Higher Learning included in his/her personnel file. Materials not placed in the personnel file shall be retained by the District to the extent required by law.

The parties acknowledge that nothing in this Article limits a student's participation in the College Credit Plus program to only the courses offered at the District.

A bargaining unit member choosing to leave his/her college credit plus assignment for the next school year shall notify the District by January 1.

8.20 Student Behavior Management (Severe Behavior)

A. Behavior management strategies will be reviewed to address students with severe, aggressive and/or violent behavior. This shall include a review of written guidelines outlining procedures to be utilized for addressing aggressive or violent behavior at school. These guidelines will be provided to teachers.

B. The district will provide specialized training for identified staff members in behavior crisis intervention. The district will seek to identify and train administrators, teachers and other staff in each building.

C. There will be basic training for other staff members. Each building will have a procedure developed by the administration with input from teachers for contacting assistance when a behavior crisis occurs.

D. Notwithstanding (B) and (C) above, nothing precludes any bargaining unit member within the scope of their employment, from using and applying reasonable and necessary force and restraint to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon or within the control of the student, in self-defense, or for the protection of persons or property (BOE policy 5630).

E. The bargaining unit member shall immediately report any such instances to the building Principal or immediate supervisor and complete an incident report as requested by the Principal or designee.

F. Any student that physically attacks/assaults a teacher shall be immediately removed from the teacher's classroom. Such student will not be placed back in the teacher's care until a conference with the Principal and teacher has occurred to discuss the student's behavior and a plan of action to address the behavior.

G. To the extent such information is legally permissible, administration shall inform each teacher being assigned a student who has a history of violent or aggressive behavior of the student's history and specific behavior issues.

8.21 Department of Student Services

8.2101 Speech Language Pathologists (SLPs)

A. SLP's shall not exceed 1500 student contact minutes per week. SLP's shall have the same amount of planning time as the teachers in their main building of assignment. SLPs shall have at least thirty (30) minutes of uninterrupted lunch during the day.

B. All SLP's and the Director of Student Services shall meet at least three (3) times throughout the year to discuss caseload and workload concerns and scheduling.

C. SLPs shall be evaluated by the Director of Student Services using the agreed upon rubric.

8.2102 School Psychologists

A. School Psychologists hired before 3/20/2021 shall earn their current salary, adjusted for any cost-of-living increase awarded to BTA bargaining unit members.

B. School Psychologists hired after March 2021, shall be placed on the BTA salary schedule according to their experience and education levels. The School Psychologist will not be required to attend evening parent conferences and will provide 20 hours of learning opportunities which may include staff training, classroom presentations and parent webinars. School Psychologists will be available in case of the need for a crisis team evaluation outside of the school day. In addition to the 187 work day schedule, the school psychologist will be given 14 additional days paid at their per diem rate that may be used during the school year or before/after the school year.

C. Full time School Psychologists hired before 3/20/2021, shall work two hundred and two (202) days in each school year. The School Psychologists will also provide 40 hours outside of the school day which can include participation in threat assessments as well as preparing for presenting learning opportunities, staff training and parent webinars. With the exception of the number of workdays, School Psychologists shall work the same length of work day as other BTA bargaining unit members. For the purposes of a calamity, if any building that the School Psychologist is assigned to

serve is open, the School Psychologist would be expected to report to work. In lieu of attending evening parent teacher conferences, School Psychologists shall provide two (2) parent webinars per year on topics mutually agreed on with the building administrator.

D. All the School Psychologists and the Director of Student Services shall meet quarterly to discuss caseload and workload concerns.

E. School Psychologists shall be evaluated by the Director of Student Services using the agreed upon rubric.

8.2i13 Care Coordinator

A. The purpose of the Care Coordinator is to plan, implement, and evaluate comprehensive mental health services throughout the district.

B. The Care Coordinator shall be provided access to a secure location to store confidential information. The Care Coordinator will be able to access an office to have private conversations when needed.

C. The Care Coordinator shall make every effort to schedule office hours in each building to limit travel requirements.

D. The Care Coordinator shall work the same length of work day as the other bargaining unit members. The Care Coordinator shall be granted a thirty (30) minute uninterrupted lunch break. Should the Care Coordinator be required to work beyond the contracted day, at the direction of an administrator, he/she shall submit the hours each semester as part of the extended contract (see below section.)

E. Each year, the Care Coordinator may receive up to twenty (20) days extended contract for summer work or work done during the school year but outside the school day paid at a per diem rate of pay.

F. The Care Coordinator shall be evaluated in accordance with the standards of the Ohio Association of School Counselors by the Director of Student Services.

8.2i14 SEED Teachers

Instructional/Supervisory Time

SEED teachers shall have at least (480) minutes per week for planning, preparation and conferences. There will be a maximum of (1200) minutes per week for student instructional/supervisory time. Building Administration will work with teachers to develop a

schedule that meets the above requirements prior to the start of the school year.

Professional Development

SEED teachers shall be paid at the curriculum rate of pay for the required hours of Step up to Quality professional development not to exceed ten (10) hours a year. In addition, SEED teachers shall be paid at the curriculum rate of pay for following required trainings:

- First Aid: Three (3) hours every two (2) years
- Communicable Disease: Two and a half (2.5) hours every three (3) years)
- Child Abuse: Three (3) hours every three (3) years
- CPR: Two and a half (2.5) hours every two (2) years

The District shall pay the fee for Itinerant fingerprint check if in excess of every five years.

Fair and Equitable Workload

Prior to the start of the new school year, the Director of the SEED program shall provide a current workload/caseload report in accordance with rule 3301-51-09 and the licensing ratio requirements for preschool programs defined in rule 3301-37-04 of the Administrative Code to the SEED team leader for review.

If the Itinerant Teacher reaches the maximum caseload of twenty (20) students, the District shall provide alternative support, as determined by the Director of Student Services, to complete the screening and testing of potential new students.

8.2i15 District Nurse

The job of the District nurse is to protect and promote student health, development, and academic success.

The District nurse shall be provided with a private office somewhere in the district where he/she may conduct confidential business on behalf of the school district.

The District nurse shall make every effort to schedule office hours in each building to limit travel requirements.

The District nurse's workday is eight hours. He/she shall be granted a thirty (30) minute uninterrupted lunch break. Should the District nurse be required to work beyond the eight hour day, at the discretion of an administrator for emergency work or for short term

(one week) special projects (excluding voluntary field trips), he/she shall be paid at an overtime rate of 1.5 his/her prorated hourly wage. In lieu of parent conferences, he/she will be available for parent information nights.

Each year, the District nurse shall receive up to ten (10) days extended contract for summer work or work done during the school year but outside the school day paid at a per diem rate of pay.

The District nurse shall be evaluated in accordance with the standards of the Ohio Association of School Nurses by the District of Student Services.

8.216 Gifted Coordinator

The purpose of the Gifted Coordinator is to plan, implement, and evaluate the student learning experiences.

The Gifted Coordinator shall be granted up to five (5) days at his/her per diem rate to be used throughout the summer months. The Gifted Coordinator shall inform his/her supervisor before using these days.

The Gifted Coordinator shall make every effort to schedule office hours in each building to limit travel requirements.

8.22 Academic Consultant Process

A. Academic consultants are those individuals who are hired to work directly with teachers and/or students to provide needed expertise and guidance, or to fill an advisory role, on topics that directly affect curriculum implementation, teacher professional learning, or compliance requirements (ex. PBIS, hours of required training etc.)

B. When the need for an Academic Consultant is identified by a building or district administrator, vertical curriculum team, PBIS team, a Grade Level Team, a Building Team or a Department, the team that identifies the need shall work with the Director of Teaching and Learning to identify internal resources (i.e. people, software, programs, funding) that might meet the identified need.

C. If, after input from the appropriate team(s), the Director of Teaching and Learning determines that the need cannot be met with internal resources, the team shall work with the director to identify a possible consultant(s), set expectations for the scope of work to be

performed, and determine the desired outcomes. The Director has the final decision in the selection of the consultant.

D. Any member of the Central Office Team may at any time contract with a non-academic consultant, or an academic consultant who will not directly be working with students or teachers.

8.23 Staffing Decisions

A. Building Administrators will invite relevant teacher team members to participate and give input into the interview process of new hires. Final hiring decisions will be made by the Administration.

B. By March 1 of each year, the Labor Management Committee and the Administration will review and discuss staffing needs. Final decisions will be made by the Administration.

ARTICLE IX– EVALUATION

9.01 SCOPE AND PURPOSE

9.011 DEFINITIONS

A. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

B. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

C. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code 3319.111(A).

D. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments when completed will be attached as an appendix to this document.

E. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code 3319.111 and 3319.112.

F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

G. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors.

H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated. District HQSD List

- HQSD Verification FORM
- HQSD Guidance TOOL

I. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan will be developed by the OTES 2.0 Committee.

J. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code 3319.111 and 3319.112.

L. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

M. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher’s observations and/or evaluation.

N. Teacher of Record: A teacher who is:

• Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
• Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

• Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

O. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric developed by the Ohio Department of Education.

9.012 PURPOSE

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

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

9.013 APPLICATION

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Ohio Rev. Code 3319.22, 3319.26, 3319.222, or 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

B. The District shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

3. Is a long-term substitute teacher.

9.014 STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

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

A. Committee Composition

1. The committee shall be comprised of five (5)_ Association members appointed by the Association President and four (4) members appointed by the Superintendent/designee.

2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas within the District.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee.

2. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

3. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

4. All decisions of the committee shall be achieved by consensus.

5. Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work. This could include up to a full work day of committee work.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

2. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

9.015 EVALUATORS - QUALIFICATIONS AND ASSIGNMENT

A. Each evaluator shall be an employee of the Bay Village City School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

C. Evaluator assignments shall be made pursuant to the following requirements:

1. For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.

2. For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

3. In the event a teacher performs work under more than one (1) administrator, only one(1) administrator shall be designated as the evaluating administrator.

4. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

5. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation. All requests will be handled through the

department of Human Resources and the Director of Human Resources will serve as a neutral party in the matter.

D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

9.016 ORIENTATION AND PROFESSIONAL LEARNING

A. The Board shall meet the requirements of Ohio Rev. Code 3319.112(A)(8)(9) to provide professional learning and sufficient financial resources to support the professional learning required by this agreement.

B. No later than September 15 of each year, the Committee shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD). After the first year, this training can be offered to interested parties and can use an on-demand model.

C. Evaluators

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

2. The evaluators will have access to digital resources including instructions on the purpose, mechanics, and dimensions of the evaluation procedures.

3. Instructions for evaluators shall be supplemented by a yearly district evaluator meeting where district evaluators participate together in recalibration activities.

4. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President within ten (10) days of the District becoming aware of the failure.

D. Teachers

1. Each teacher will have access to digital resources on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

2. Instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

9.017 EVALUATION STRUCTURE AND PROCEDURES

9.0171 SCHEDULE OF EVALUATION

A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

9.0172 CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix of this contract.

B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

9.0173 OBSERVATIONS

A. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.

2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than March 15.

3. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days.

5. A teacher may request a formal observation at any time in addition to those required by this procedure.

6. All formal observations shall be announced.

B. Observation Conferences

1. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation.

2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 5 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

3. The evaluator shall provide the teacher with digital copies of all documentation via the agreed upon District Evaluation platform.

9.0174 WALKTHROUGHS

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

A. The walkthrough shall be at least 5 consecutive minutes, but not more than 15 consecutive minutes in duration.

B. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) work days following the walkthrough.

C. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations of the evaluator.

D. At least 2 but no more than 4 walkthroughs shall be conducted in each evaluation cycle.

9.0175 HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

1. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

2. All vendor assessments being considered for use will be vetted by the Evaluation Committee.

3. In April of each year, the Committee will review any vendor provided sources of HQSD and will update the list accordingly.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;
2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

Teachers may choose HQSD from the following categories:[Find Bay HQSD Chart HERE]			
Ohio State Testing Value Added Data	*Vendor Assessment Data- As Vetted by District Committee*	*Adopted Program Assessments - there needs to be a protocol for administration*	*Locally created common assessments - Must be reviewed by Dir. of Teaching and Learning*
REQUIRED TO USE AS ONE MEASURE OF HQSD IF AVAILABLE			

D. No Evaluation Factor shall be impacted by student performance on a state mandated assessment as long as the teacher can demonstrate how the state testing data informs classroom instruction.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

9.0176 PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan based on the District SMART Goals with their assigned evaluator, pursuant to the terms of this agreement.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the District Director of Human Resources to serve as an arbitrator to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support teachers on improvement plans.

C. A teacher in their first year of employment with the District shall not be placed on an improvement plan if the District is electing to continue employment.

D. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan; and

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan;and,

5. Shall utilize the form to be developed by the OTES 2.0 committee.

E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended. If the District or Building is not on an improvement plan, then professional growth and improvement plans shall be aligned to the teacher's evaluation and the District Strategic Plan.

F. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

9.0177 MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

A. The District will commit to creating a Teacher Mentor Cadre (TMC) to support teachers who are placed on an improvement plan. Each Teacher Mentor Cadre member will receive specific training on effective coaching practices. The Teacher Mentor Cadre will be made up of teachers from across the district. They will be provided with release time for training and for mentoring. The Director of Human Resources and The Director of Teaching and Learning will develop a training model. The Teacher Mentor Cadre will be assigned to a mentee by the Director of Human Resources. Where possible, a teacher from the building would be selected.

B. Role of the Teacher Mentor Cadre Member

1. The mentor teachers shall possess continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.

a. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

b. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time/Compensation

a. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

b. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend of $400 dollars for each mentee.

3. Protections

a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions, unless required by law or a violation of the Ohio Code of Ethics for Teachers.
d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

e. No data collected through the Ohio Resident Educator or Teacher Mentor Cadre Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

f. If there are not Teacher Mentor Cadre Members available, a mentor will not be assigned to the teacher on an improvement plan.

9.0178 FINALIZATION OF EVALUATION

A. Written Report

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

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees

with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

7. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

8. The Superintendent or designee shall annually file a report to the ODE including only the following information:

a. the number of teachers for whom an evaluation was conducted;

b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

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

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

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

9.0179 DUE PROCESS

A. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative

evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

B. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

C. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

D. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

E. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

F. The Board shall amend its evaluation policy to conform to the terms of this agreement.

G. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 30 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy.

9.02 Auxiliary Personnel Evaluation

Auxiliary personnel (librarians, reading consultants, speech and hearing therapists, media specialist, and psychologist) shall be evaluated under the following procedure:

A. Evaluations for all auxiliary personnel shall be made in accordance with the individually specified criteria mutually established in a pre-evaluation conference at a mutually agreed to time. The criteria shall be

consistent with the job descriptions included, for informational purposes only, in the appendix to this agreement.

B. Auxiliary personnel with less than three (3) years in the system will have yearly evaluations. Auxiliary personnel with more than three (3) years may be evaluated every year and at least every other year. These evaluations will be consistent with the procedure in Section 9.014 (B) of this Article.

C. When areas of improvement are recommended, specific resources and/or procedures shall be suggested and/or provided and funded if necessary.

D. Subcommittees from each affected Auxiliary area, e.g., guidance, shall be appointed by the Board and BTA to review and update job descriptions for those areas.

9.03 Supplemental Position Evaluations

A. An employee's performance in a supplemental position shall not have an adverse impact on the employee's performance evaluation in his or her regular position.

B. Annually, the administration will provide to the BTA a list of supplemental positions to be evaluated or self-appraised and the respective administrator assigned to facilitate the process.

9.031 Process

A. Upon employment in a supplemental contract position, the bargaining unit member will be presented with a copy of the job description for the position.

B. The administrator will hold a pre-evaluation conference with the supplemental contract holder before the individual begins service in the newly held position, or within a reasonable period of time after beginning service.

C. The administrator will review the evaluation process and the job description at the pre-evaluation conference.

D. In any year, a pre-evaluation and/or post-evaluation conference may be held if requested by the bargaining unit member or administrator supervising the position.

9.032 Evaluation Cycle

A. All supplemental position holders will be evaluated according to the following method:

1. Administrative evaluation – The first year a supplemental is held

2. Self-appraisal – Each subsequent year that is the final year of a contract

B. The self-appraisal does not remove the administrator from responsibility to informally monitor the performance of duties for any supplemental contract holder.

C. In any year, upon presentation of administrator-observed evidence for the need to address areas of growth and/or deficiencies, an administrative evaluation will be utilized.

D. The evaluation form in Appendix V will be used.

9.033 Professional Growth Plan

A. If the appraisal is an administrator appraisal, the professional growth plan will be completed no later than when the evaluation is presented.

B. In any year where there is a self-appraisal and a professional growth plan is initiated by the administrator, the plan will be developed and reported to the bargaining unit member within thirty (30) days of the completion of the self-appraisal.

C. A description of the administrator-observed evidence that leads to the development of the plan will be included. The administrator will report specific ways to improve and specific assistance to be provided.

D. The supplemental contract professional growth plan form in Appendix W will be used.

9.04 Restrictions

9.041 Student Evaluations

There shall be no formal student evaluations of teachers under Article IX.

9.042 Evaluators

All formal evaluations under this Article shall be conducted by non-bargaining unit members properly certified and employed by the Bay Village City School District.

ARTICLE X – EDUCATIONAL DEVELOPMENT

10.01 Tuition Reimbursement

10.011 Reimbursement

For all additional coursework and/or training taken as required by the Ohio Department of Education and/or the Ohio General Assembly in order to maintain current certification/licensure or to upgrade certification/licensure, the professional employee shall be reimbursed for the cost of tuition and for the purchase of textbooks required for the additional coursework and/or training.

The professional employee seeking reimbursement shall submit Appendix N to the Superintendent or his/her designee. The employee will include the name of the course, university information, date of approval by the LPDC, and should include the textbook/materials cost. (See Sections 10.049, 6.023).

10.012 Calculation

Reimbursement for tuition shall be the lesser of either the actual amount paid or at the tuition rate charged by Baldwin Wallace University for college credits. Reimbursement for textbooks shall be the actual amount paid.

10.013 Salary Schedule

A. If the teacher takes the above reimbursement, the course work and/or training shall not be applied to the salary schedule.

B. Credits earned by the School Nurse and reimbursed pursuant to 10.01 may be part of the School Nurse's Master's degree and result in subsequent placement on the MA salary schedule. Annual reimbursement for the School Nurse is limited to 6 semester hours per contract year.

10.02 Special Curriculum Work

10.021 Initiation of Proposal

Teachers or department chairmen may request that a specific curriculum project be undertaken by submitting a plan in writing to the principal. The principal will evaluate the project in terms of the needs of the school and forward it to the Superintendent or designee, for consideration.

10.022 Committee Formation

The Superintendent or designee, shall appoint the committee members and chairman from those who have applied and determine the length of the project. Meetings of the entire committee shall be set up on a regular schedule with the normal working day being six hours long.

10.023 Certification of Hours Worked

The teacher will submit the hours worked to the principal. Upon the principal's determination that the project has been submitted and completed, he/she will certify the hours not to exceed those approved by the Superintendent or designee, under Section 10.022 above, to the Superintendent.

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

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

10.024 Voluntary Basis

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

10.03 Regular Curriculum Work

10.031 A. Purpose

Teachers appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum shall be compensated. (For compensation amounts refer to Article XIII, Section 13.041.) Curricular budget items must be completed/submitted by the end of the first semester.

The district shall have a vertical K-12 curriculum committee in each of the following nine (9) areas: Math, Science, Social Studies, English/Language Arts, Fine Arts, World Languages, Physical Education, Business/Technology, and Diverse Learners. Each of the nine vertical K-12 curriculum committees shall be composed of one teacher from the teaching field in each grade level K-8 and 1 representative from the HS department.

Ad hoc subcommittees may be formed to reduce responsibilities on the vertical K-12 curriculum committees and shall be composed of members of the K-12 vertical team, and may include additional persons outside of the vertical K-12 curriculum committee.

The purpose of the committee structure is to revise or develop curriculum, and review materials.

B. Material Review Process

The applicable vertical K-12 curriculum committee shall consider district-wide curricular programs and/or materials that are primary and supplemental resources. This shall not include such things as individual classroom instructional materials.

The ad hoc subcommittees will consider grade band level curricular programs and/or materials that are

primary and supplemental resources. This shall not include such things as individual classroom instructional materials.

Issues regarding distinctions between curricular programs to be considered by the committees or ad hoc subcommittees will be determined by the chair of the applicable vertical K-12 curriculum committee and the Director of Curriculum and Instruction.

The BTA and Administration will establish a five-year staggered schedule of curriculum/material review with input from the K-12 Vertical Team Chairs. The first meeting of the K-12 Vertical Teams for each year will include an overview of the process for requesting, reviewing and adopting supplemental and/or core materials for all curricular areas.

10.032 Member Selection

When possible, committee members shall be selected from those who volunteer. Absent volunteers, the Director of Curriculum and Instruction will work with the building administrator to select members. Department chairs are expected to serve on curriculum committees. Representation of one teacher from the teaching field in each grade level K-8 and 1 representative from the HS department is required.

10.033 Chair Selection

Committee chairs or co-chairs shall be selected from those who apply for the chairmanship position. Absent an application, the Director of Curriculum will appoint a chairman with the input of the BTA president. A teacher shall be appointed as chair or co-chair of each vertical K-12 curriculum committee and each ad hoc committee.

10.034 Chair Responsibilities

The committee chair (and if applicable co chairs) shall develop a schedule of meetings and a list of resources needed (including consultants, in service, resources materials, etc.), in collaboration with the Director of Curriculum and Instruction which shall be recommended to the Superintendent by the committee chair or co chairs. The committee chair or co chairs shall also be responsible for developing the agendas for each meeting in collaboration

with the Director of Curriculum and Instruction. Every effort will be made to schedule meetings in a manner that will minimize interference with student instruction. Committee minutes will be published and distributed by the committee co-chairs to all in the field/subject area. Unless specified otherwise in the job description, the co-chairs share this responsibility. The agenda and calendar for committee meetings will be e-mailed and published on the homepage under staff resources.

10.035 Scheduling

Each K-12 vertical curriculum committee shall meet once a semester. The ad hoc subcommittees will meet as determined for the purpose of material review and selection of curriculum materials.

Committee members with supplemental contracts shall schedule such activities on days other than scheduled curriculum committee meetings. Exceptions are events/contests set with other districts, performances, etc.

10.036ii State or Federal Initiatives or Mandatesii

At least annually the Superintendent and up to two other administrators shall meet with the BTA President and two representatives named by the President to review possible changes in educational programs and/or student assessments resulting from federal and/or state initiatives or mandates. Thereafter the Superintendent and BTA President may request that the appropriate curriculum committee(s) or an ad hoc group of teachers and administrators research and recommend programs and/or assessments responsive to the state and/or federal initiatives or mandates.

10.04 Local Professional Development Committee

10.041 Purpose

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

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

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

10.042 Committee Members

The LPDC shall have four (4) teacher members appointed by the BTA President, one individual/small group instruction teacher appointed by the BISGITA President, and two (2) administrator members appointed by the Superintendent. One (1) BTA teacher member will be appointed as committee representative per District building. Vacancies shall be filled in the same manner.

10.043 Administrators

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

10.044 Term of Office

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

10.045 Compensation

The LPDC members shall be compensated at .00084 of base salary per work hour.

10.046 IPDP Plan Process Training

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

10.047 Operational Supports

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

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

10.048 Determination of CEUs/Semester Hours/Seat Time

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

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

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

10.049 Dual Purpose Transcripted Credit

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

10.04i10 District Automatically Approved Activities

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

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

10.04i11 Appeals Process

The LPDC will establish an appeals process following state guidelines.

10.04i12 Committee Autonomy

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

1. Scheduling of meetings
2. Defining a quorum
3. Determining LPDC member training
4. All other items required by the law

10.0413 Release Time

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

10.05 Teacher Mentor Program

10.051 Program

The resident educator and mentor teacher will participate in professional development and related activities as required by the Ohio Department of Education.

10.052 Review

A committee consisting of the BTA President, Superintendent and/or others appointed by the President or Superintendent will review the requirements of ODE and recommend how to align our practices with the requirements. This committee can meet in any year when there are changes in program requirements.

10.053 Contract Status

A teacher in his/her fourth year, or as otherwise prescribed by law, in the Resident Educator program will not be eligible for consideration for a contract upon expiration of their resident educator license until he/she is approved for a professional licensure.

10.054 Appointment of Mentors

The Director of Curriculum and Instruction will work in collaboration with the building administrator and lead RESA mentor for the district to identify mentor candidates who have been properly trained. Thereafter, the Director of Curriculum and Instruction shall match the resident educator teacher with a mentor teacher. When a teacher is hired close to the start of the school year or after the start of school year, or if a mentor does not complete required training, the assignment or reassignment shall be made as soon as practical.

10.055 Compensation

In each year of assigned support for each resident educator teacher the assigned mentor will receive a stipend calculated

on the BA-0 step of the Bay Teachers' Salary Schedule at a .03 factor. In addition, mentors will be compensated at the District curriculum rate of pay for attendance at after-school mentor workshop sessions as required by the Ohio Department of Education.

Resident educator teachers will be compensated at the District curriculum rate of pay for attendance at after-school meetings as required by the Ohio Department of Education.

10.056 Local Handbook

The District will maintain a handbook to provide guidance to participants and to align with state standards. The handbook will address issues not in state regulations and that are identified as necessary to manage a successful local program.

10.06 Strategic Planning

10.061 Action Plan Implementation and Teacher Evaluation

The following is subject to the provisions of the balance of this Agreement and O.R.C. 4117, which shall supersede in the event of any conflict. Teachers are subject to evaluation regarding action plans in their areas of responsibility only after plans are implemented as programs or courses of study. Courses of study will continue to be developed through the customary curriculum process. Staff members contribute to the achievement of Board adopted missions and objectives through the implementation of action plans in the course of study areas for which they are responsible.

10.062 Oversight Committee

The Board and BTA will form a Strategic Planning Oversight Committee to monitor and help advise in any specific implementation of action plans prior to actual Board approval of action plan implementation. The BTA shall appoint three (3) Committee Members and the Board shall appoint three (3) Committee Members. If the Committee identifies implementation issues which will impact on the Collective Bargaining Agreement, those issues will be brought to the bargaining teams for final approval. If no approval is reached, the status quo will continue until the next contract reopener.

ARTICLE XI - PROGRAM DEVELOPMENT AND IMPLEMENTATION

11.01 New Program Implementation Procedure

11.011 Initial Concept Modification Presentation

If a part of a building staff and administration wants to explore a modification in the structure of the school day which could result in a modification of Article VIII, Section 8.02, or a new program which could have impact on other contract provisions, an initial concept for change will be presented to the building faculty. Prior to presenting the matter to the faculty for a preliminary vote, the principal and building staff representatives will advise the Superintendent's office of the modification to be explored.

11.012 Superintendent's Approval

A. Presentation for a preliminary faculty vote will occur only after approval of the exploration has been received from the Superintendent's office, which approval will be conditioned on the potential impact of the modification on other District facilities and District priorities, financial resources required, etc.

B. In the event approval of the Superintendent is not received, the Superintendent shall advise the proponents of his/her decision and offer suggestions for change in the concept/proposal which might enhance the possibilities for acceptance of the modification.

11.013 Faculty Vote

Formal exploration will commence upon receipt of an affirmative vote by secret ballot of the building faculty and administration of at least 60% to explore changes.

11.014 Problem-Solving Process

If the 60% approval vote is received, and before further exploring this issue, the staff and administration first will receive training through FMCS or another mediation service in the problem-solving process or some other mutually agreed process. The parties shall equally split the costs of the mediation.

A. Interests

In utilizing the problem-solving process, the staff and administration will, at a minimum, consider the following interests in working toward a resolution:

1. Provide people who are affected by the solution with the opportunity to participate in the process, including provision for community participation to help insure community acceptance of any solution.

2. Involve as participants representatives of the Board and central office in the full process.

3. Consider the needs of the learner and allow curriculum to be driven by student needs.

4. Improve student learning and achievement and in assessing that prospect consider current professional research and reported outcomes on similar modifications.

5. Allow staff choices for implementation of curriculum/instructional strategies.

6. Consider equity in work load and impact on staff morale.

7. Maximize efficient use of school time for both staff and students; minimize disruptions in the school day.

8. Provide for adequate planning time and for coordination of class schedules and course offerings.

9. Consider job security and impact on other buildings.

10. Explore the need for and provide staff with strategies to assist in any transition.

11. Build in flexibility to make changes in the future, including a vehicle to review the results of any changes.

12. Consider the financial resources of the District and the impact of any scheduling/structure change on these resources and other needs of the District.

13. Insure compliance with Board policy and administrative guidelines.

B. Exploration of Interests

In exploring these and any additional interests which may be identified in the process, the staff and administration will have the flexibility to consider all options

C. Criteria

When the building staff and administration are weighing potential solutions, at a minimum the following criteria/questions will be considered.

1. Is the solution (a.) acceptable, (b.) fair, (c.) legal, (d.) simple, (e.) workable, (f.) cost effective, (g.) flexible, (h.) mutually beneficial, and

2. Does the proposed solution strongly suggest that improved student learning will result?

11.015 Implementation Requirements

A. Any solution that meets the above criteria and receives the support of at least 80% of the school staff and administration (voting by secret ballot) will be implemented for the succeeding school year, subject to approval of the bargaining teams as set forth below.

B. In weighing the approval of the school staff, input from teachers who are employed less than one FTE at the school will have corresponding weighted impact on the decision-making process.

C. In the event a potentially viable solution does not receive support of 80% of the combined school staff and administration when initially presented taking into account the weighted input of part-time staff, the group has flexibility to build upon that potentially

viable solution and re-determine whether it has received the support of at least 80% of the school staff and administration.

11.016 Compliance with Negotiated Agreement

A. Before implementation of any solution that impacts on any written provision of the negotiated agreement (including, but not limited to, school calendar, work day, lunch, planning and conference time, student contact time, class size, salary, and staff meetings), the solution shall be presented to the negotiating teams and will be subject to the negotiations process set forth in Article II.

B. If the negotiating teams representing the Board and BTA cannot agree on the proposed solution within thirty (30) days after presentation of the proposed solution, the schedule will remain intact or the new program will not proceed. The school staff will have the opportunity to resolve the negotiating team's concerns and revise accordingly, subject again to bargaining team approval which is required before implementation of any scheduling change or new program which requires a change in contract provisions.

ARTICLE XII - BENEFITS

12.01 Insurance

12.011 Group Term Life

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

12.012 Medical and Dental Insurance

A. Plan Options

Effective January 1, 2026, the Board shall offer each employee a choice of two(2) managed care plans which shall consist of hospitalization, major medical,and prescription drug insurance:

(1) Preferred Provider Organization Plan (PPO)

(2) High Deductible Health Plan (HDHP)

Employee Premium Contributions:

(1) Preferred Provider Organization Plan (PPO): 15%
(2) High Deductible Health Plan (HDHP): 15%

1. PPO-Medical

Employees may enroll in the PPO program (or its successor), subject to the enrollment rules of the carrier but provided there shall be no pre-existing condition limitation. Employees shall pay 15% for such coverage, including prescription drug coverage and dental coverage, of the premium rates in effect in each benefit year.

The benefits shall be as follows in accordance with the Summary Chart:

Office co-pay- $25/90% -network

Urgent care- $40/90% -network

Emergency room copay- $100/90%

Non-Emergency ER copay- $200/90%

Deductible – Network- $500.00i– Single
$1,000.00 – Family

Non Network- $500.00i– Single
$1,000.00 – Family

Co-insurance – Network- 1,000.00 Single
$2,000.00 Family

Non-network- $2,250.00-Single
$4,500 – Family

2. Drugs

The following co-pays shall apply:

Retail: Generic - $15.00¡
Preferred brand - $30.00¡ Non-preferred

brand - $45.00.

For non-preferred brand, co-pay is an additional cost difference between non-preferred brand and generic.

Mail order is required for long-term (greater than 30 day) prescriptions after the first prescription order is filled:

Generic - $30.00;
Preferred brand - $60.00;
Non-preferred brand - $90.00.

3. High Deductible Healthcare Plan

The deductible amount for the HDHP is tied to the IRS HDHP deductible guidelines published annually.

a. Effective January 1, 2026, members who select the HDHP and who meet federal requirements will have the establishment of a Health Savings Account. The Board will contribute to the eligible member's HSA the contribution level as outlined below on the first payroll date in January for each of the calendar years covered under this plan.

b. Board Health Savings Account Contributions:

(1) Single HDHP Coverage: $1,000 yearly
(2) Family HDHP Coverage: $3,000 yearly

Additional Deductible Coverage by the Board:
For the calendar years 2026, 2027, and 2028 the Board will assess the financial impact on employees transitioning to the HDHP plan. For employees who meet their full deductible under the HSA Plan, the Board will reimburse them for $1,185 for a single plan and $1,292 for a family plan.

Employees must submit an Explanation of Benefits (EOB) documents verifying that their HDHP Plan deductible has been met. This documentation must be provided to the District Treasurer no later than February 28 for the previous calendar year.

Upon verification, the district will reimburse the employee through payroll.

4. A schedule of benefits for both plans will be provided as an appendix to this contract.

5. Vision Insurance
The Board shall offer vision insurance to BTA employees. The employee will pay 100% of the premium while the board will cover the set-up and administrative costs associated with administering the plan.

B. Limitations

1. Changing Benefit Provider

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

2. BTA Consent

It is further agreed that any proposed change to a self-funding or third-party administration mechanism not governed by a national health benefit carrier may not be accomplished without the consent of the BTA, whose consent shall not be unreasonably withheld.

Should the BTA withhold its consent, the matter may be submitted for a final and binding decision through expedited arbitration in accordance with the rules of the American Arbitration Association.

C. Insurance Contracts

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

D. Change in Entitlement

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

E. Election of Coverage

1. All full-time employees who wish not to enroll in the Board's paid hospitalization plan, and are covered by another plan (and can document such coverage in writing) shall be reimbursed $1500 annually if they qualify for family coverage and $750 annually for single coverage.

2. Such payment shall be made at the end of each contract year and be prorated based on the number of months that the employee was enrolled in the Board's paid hospitalization plan.

3. The election not to enroll in the hospitalization plan shall be made in writing to the Treasurer's office.

4. An employee who elects no hospitalization coverage subsequently may elect to participate in the plan during the year, subject to the rules of the carrier.

5. Upon election to participate in coverage, the employee waives eligibility for the annual payment (as described above).

F. Spousal Insurance for Teachers

Effective July 1, 2016, if the spouse of a teacher is required to obtain coverage from their employer as primary coverage, and where the cost to the spouse for their monthly share of the premium equals or exceeds one half (1/2) of the total monthly cost of the premium (including employer share), the board will make a monthly payment to the teacher of $100 per month.

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

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

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

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

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

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

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

12.013 Part-Time Teacher Insurance

Any teacher who is employed at less than a full-time position (including teachers in a job share arrangement) shall receive all of the insurance benefits as described in this Article. The Board shall pay the premiums for said coverage on a pro rata basis equivalent to the percent of employment of said teacher.

12.014 Health Care Committee

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

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

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

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

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

12.015 Section 125 Plan ("Cafeteria Plan")

A. The Board shall establish a "Cafeteria Plan" that is designed to allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis. The "Cafeteria Plan" shall also allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSA's") described in paragraph C below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1st through December 31st) unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of

spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraphs C.3. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

C. Dependent Care FSA

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

2. The salary reduction and corresponding credits will be made and issued in accordance with the pay schedule set forth in Section 7.04.

3. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum annual amount permitted by current applicable tax code and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

2. The salary reduction shall be made from each of the pay set forth in Section 7.04.

E. Forfeiture of Unused Allocations

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

F. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third-party administrator. The Board shall be responsible for and shall pay the administrative fee involved in setting up the Plan and the standard monthly fee required. When the Board's Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criteria to be used shall be the amount of administrative fees charged. Any other administrative fees shall be borne by the Section 125 Plan participants.

G. Section 125 Plan – Board Contribution

The Board will make a one-time deposit in the Section 125 Flexible Spending Account for each full-time teacher with District medical insurance as follows:

1. $100 for single coverage insurance holders and $200 for family coverage insurance holders for calendar year 2020.

2. $50 for single coverage insurance holders and $100 for family coverage insurance holders for calendar year 2021.

H. Insurance Coverage After Separation from Employment

When a member separates from Board employment for any reason (including without limit termination proceedings, resignation, and/or retirement), the member's last month of district pay is also the

member's last month of medical insurance coverage. Such coverage will terminate after the last day of that final month of payment.

12.02 Severance Pay

12.021 Calculation

A. Certificated employees who have five (5) or more years of service in the Bay Village City School District may elect at the time of retirement from the Bay Village City School District to be paid in cash for one-half (1/2) of the value of accrued but unused sick leave credit not to exceed eighty (80) days.

B. Payments shall be made at the teacher's daily rate effective at the time of retirement, exclusive of supplementals, extended time or other additional forms of compensation and shall be paid into the Section 403(b) "Special Pay Plan" earlier established by the Board.

12.022 Restriction

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

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

12.023 Payment

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

12.03 Employer "Pick-Up" of Teacher Employee Retirement Contribution

12.031 Date of Implementation

With the Bay Teachers' Association, on behalf of its membership, requesting that the Board of Education of the Bay Village City School District implement the "pick-up" of the certificated teacher employees required contributions to the State Teachers Retirement System (STRS) and with the Board of Education having agreed to do so the Treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment of such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a deferred salary from the contract salary otherwise payable to such certificated employee in cash.

12.032 Contract Addendum

The Treasurer is also directed to prepare and distribute an addendum to each certificated employee's contract which states that:

A. The employee's contract salary is being restated as consisting of:

   1. a cash salary component, and

   2. a "pick-up" component, which is equal to the amount of the employee contribution being "picked up" by the Board of behalf of the employee;

B. The Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee; and

C. Sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the employee's restated salary.

12.033 Restriction

The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto, (including pick-up amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect.

12.034 Tax Withholdings

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE XIII- SALARY SCHEDULES AND COMPENSATION

13.01 Emergency/Non-Emergency Substitute Pay

13.011 Definition of Emergency

In the event of an emergency [emergency is defined as the absence of the regular teacher for legitimate reasons covered by sick leave or personal leave policy], the substitute must assume the duties of the regular teacher. Teachers who submit an absence after 6:30 a.m. of the day of absence also will call their building principal or designee to advise her/him of the absence.

13.012 Pay Rate

Teachers who substitute for the absent teacher for classroom or study hall duty over and above his/her regular assigned duties shall be paid at the curriculum rate of pay. Such payment shall occur for any portion of one-half (1/2) hour in such duty. For any fraction of the period worked over one half (1/2), the teacher shall be compensated at the full rate.

13.013 Volunteer Forms

A. The administration will first seek volunteers from among those who have signed volunteer forms for such duty.

B. The list of teacher volunteers for emergency substitute duty shall be revised annually.

13.014 Required Emergency Substitute Duty

In the event volunteers are unavailable, and a reasonable effort to secure a substitute is unsuccessful, a teacher may be required to perform the emergency substitute duty.

A. No teacher shall be required to perform such emergency substitute duty more than three (3) times per semester. Available regular substitutes will be utilized before an emergency substitute assignment is made. Existing regular substitutes will be surveyed regarding their interest in performing added substitution assignments (for added compensation) during their preparation/conference periods.

B. The teacher required to perform emergency substitute duty shall be advised of that assignment one hour before the start of the assignment if possible.

C. Teachers will be advised of emergency substitute assignments as early as possible before the start of the student day.

D. In lieu of compensation, teachers who perform emergency substitute duties may choose to receive .1 CEU for each hour of Emergency Subbing toward their IPDP. The activity entered into the IPDP should be titled “Guest Teacher.”

13.02 Extended School Year Compensation

Teachers employed in the extended school year program shall receive .0008235 of the B.A. Base salary/hour.

13.03 Regular Curriculum Work Salaries

13.031 Rates of Pay

A. Teachers appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum shall be compensated at the rate of .0008235 of the base salary per work hour of that year.

13.032 Limitation

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

13.04 Representation of "Electives" Teachers

At grades K through 8 the "electives" teachers (art, music, family and consumer science, technology, and P.E.) may identify an individual from the group at each building to attend grade level coordinator or team leader meetings held with the administration. The representative will be compensated at the rate of pay for regular curriculum work, section 13.04ii.

13.05 Supplemental Criteria

Movement in supplemental levels:

Level I – Year one (1) of supplemental contract service

Level II – Years two (2) and three (3) of supplemental contract service

Level III – Years four (4) and five (5) of supplemental contract service

Level IV – After five (5) years of service in the same supplemental position

13.051 Student Oriented Activities Criteria Scale

A. Formula: .00602 x Base Salaryi= Dollars Per Point

1. 2025-2026 -- $298.84 per point for Level IV Salary

2. 2026-2027 -- $308.55 per point for Level IV Salary

3. 2027-2028 -- $317.81 per point for Level IV Salary

B. Salary Levels

Level I Salary is 80% of Level IV Salary

Level II Salary is 85% of Level IV Salary

Level III Salary is 93% of Level IV Salary

C. Salary Calculation Chart for Student Oriented

Hours	Points	Hours	Points
0-20	4	341-360	21
21-40	5	361-380	22
41-60	6	381-400	23
61-80	7	401-420	24
81-100	8	421-440	25
101-120	9	441-460	26
121-140	10	461-480	27
141-160	11	481-500	28
161-180	12	501-520	29
181-200	13	521-540	30
201-220	14	541-560	31
221-240	15	561-580	32
241-260	16	581-600	33
261-280	17	601-620	34
281-300	18	621-640	35
301-320	19	641-660	36
321-340	20	661-680	37
		681-700	38

13.052 Athletic Criteria Scale

A. Length of Season (Days)

	Days	Points	Weighted
	1-20	1	
Total number of days from	21-40	2	
beginning (date coaching	41-60	3	
may begin) to end (date	61-80	4	
coaching must stop) of	81-100	5	Totali* 2
season as established	101-120	6	
by the OHSAA. Includes	121-140	7	

Sunday and holidays.	141-160	8	
	161-180	9	
	81-200	10	

B. Number of Performances

	Games	Points	Weighted
(Games, Meets, Matches)	1-5	1	
	6-10	2	
Maximum number of	11-15	3	
games/points permitted	16-20	4	
by the OHSAA. Does	21-25	5	Totali* 2
not include scrimmages.	26-30	6	
(Football X 2)	31-35	7	
	36-40	8	
	41-45	9	
	46-50	10	

C. Supervision of Participants -

	Ratio	Points	Weighted
Students	1-10	1	
	11-20	2	
Where there is more than one	21-30	3	
coach, this figure	31-40	4	
the total participating	41-50	5	Totali* 1
divided by the number	51-60	6	
of coaches,	61-70	7	
	71-80	8	
	81-90	9	
	91-100	10	

D. Administrative Responsibility

	Students	Points	Weighted
	1-20	1	
Rosters, injury reports, physical	21-40	2	
exams, eligibility, budgets	41-60	3	
	61-80	4	
This figure represents the	81-100	5	Totali* 1

total number of participants in an activity. It is not affected by the number of assistants.	101-120	6
	121-140	7
	141-160	8
	161-180	9
	181-200	10

E. Supervision of Personnel

	Persons	Points	Weighted
Number of paid assistants at high school under supervision,	1	1	
	2	2	
	3	3	
	4	4	
	5	5	Totali* 2
	6	6	
	7	7	
	8	8	
	9	9	
	10	10	

F. Multiplying factor for all coaching positions: .00600

G. Calculation of Salary

Criteria Points x Base Salary x .00600

1. 2025-2026 – $297.85 per point
2. 2026-2027 – $307.53 per point
3. 2027-2028 -- $316.75 per point

H. Coaching Salary Levels:

For coaching positions below that of head coach, positions will be paid according to the following scale:

Position	% of Head Coaches Salary
Coordinator	75%
JV, Varsity Asst.*	70%
* Varsity Assistant – Football, Swimming, Track and Lacrosse	
Head Freshmen Football	60%
Freshmen, Varsity Asst.**	55%

Position	% of Head Coaches Salary
** Varsity Assistant – Baseball, Basketball, Hockey, Soccer, Girls C. Country and Volleyball	
Head 8th/M.S. Coordinator	50%
8th	45%
7th	45%

I. Salary Levels

Years of service are those earned at Bay Village City School District in the same or related supplemental position as determined by Superintendent or designee.

Level I	80% (Year 1)
Level II	85% (Year 2 and 3)
Level III	93% (Year 4 and 5)
Level IV	100% (Year 6 and thereafter)

13.053 Salary Review

When both parties mutually agree to review salaries for all positions, each of the criteria factors above will be determined based on a three (3) year average and applied to the position until the next review of the individual position or all positions. The supplemental contract holder may petition the Supplemental Review/Activities Council for an earlier review in the event of significant changes in the criteria.

13.054 Unfilled Positions

The central administration will seek input from building level administration and teachers before determining not to fill one or more positions for economic reasons.

The Board, through the Superintendent or designee, will provide the BTA President with an explanation of why one or more supplemental positions are not filled.

13.055 Credit for Prior Service

A bargaining unit member who returns to perform a supplemental duty after a period of absence from a particular

position or related position will be credited with earlier service in the District in the same supplemental position.

13.06 Supplemental Salary Schedules

Updated Supplemental salary schedule will be provided by the district treasurer.

13.07 Teacher Salary Schedules

The base on the salary schedule will increase 4% in 2025-2026.

The base on the salary schedule will increase 3.25% in 2026-2027.

The base on the salary schedule will increase 3% in 2027-2028.

Schedules shall reflect the salary index (Section 13.071).

13.071 BAY VILLAGE BOARD OF EDUCATION

SALARY SCHEDULE INDEX- Available upon request

13.072

BAY VILLAGE BOARD OF EDUCATION
SALARY SCHEDULE 2025-2026
EFFECTIVE 7/1/2025 - 6/30/2026
BASE $49,642 (REFLECTS SALARY INCREASE OF 4.0%)

	ND	BA	C	D	E	F	F(a)	G	H	I	J	K
STEP	Nondegree	BA	BA +10	BA +20	BA +30	BA +45/MA	BA +55	MA +10	MA +20	MA +30	MA +40	PHD
0	43,685	49,642	50,511	51,504	52,621	54,607	55,043	55,475	56,468	57,585	58,583	59,576
1	45,433	51,628	52,576	53,658	54,870	56,989	57,441	57,893	58,930	60,097	61,135	62,172
2	47,250	53,693	54,726	55,897	57,213	59,471	59,948	60,420	61,502	62,718	63,800	64,878
3	49,141	55,843	56,965	58,235	59,655	62,068	62,564	63,056	64,183	65,453	66,585	67,712
4	51,107	58,077	59,298	60,673	62,202	64,773	65,290	65,806	66,982	68,308	69,484	70,661
5	53,152	60,400	61,720	63,205	64,858	67,598	68,139	68,675	69,901	71,286	72,513	73,739
6	55,277	62,812	64,247	65,851	67,628	70,547	71,108	71,669	72,949	74,394	75,675	76,956
7	57,486	65,324	66,873	68,601	70,512	73,625	74,210	74,796	76,131	77,641	78,976	80,311
8	59,784	67,940	69,608	71,470	73,525	76,831	77,472	78,107	79,453	81,026	82,421	83,811
9	62,177	70,656	72,453	74,454	76,663	80,182	80,823	81,458	82,918	84,556	86,010	87,465
10	64,664	73,481	75,417	77,566	79,939	83,682	84,347	85,012	86,532	88,239	89,763	91,282
11	64,664	76,424	78,504	80,813	83,349	87,331	88,026	88,721	90,309	92,091	93,680	95,264
12	64,664	79,477	81,711	84,188	86,909	91,138	91,863	92,588	94,246	96,112	97,771	99,424
13	64,664	82,659	85,057	87,708	90,622	95,115	95,874	96,629	98,356	100,302	102,030	103,752
14	64,664	82,659	85,057	87,708	90,622	99,260	100,049	100,838	102,645	104,676	106,483	108,285
15	64,664	82,659	85,057	87,708	90,622	99,260	100,049	100,838	102,645	104,676	106,483	108,285
16	64,664	82,659	85,057	87,708	90,622	99,260	100,049	100,838	102,645	104,676	106,483	108,285
17	64,664	82,659	85,057	87,708	90,622	99,260	100,049	100,838	102,645	104,676	106,483	108,285
18	64,664	82,659	85,057	87,708	90,622	99,260	100,049	100,838	102,645	104,676	106,483	108,285
19	64,664	82,659	85,057	87,708	90,622	99,260	100,049	100,838	102,645	104,676	106,483	108,285
20	64,664	85,966	88,458	91,218	94,246	103,231	104,055	104,874	106,751	108,861	110,742	112,619
21	64,664	85,966	88,458	91,218	94,246	103,231	104,055	104,874	106,751	108,861	110,742	112,619
22	64,664	85,966	88,458	91,218	94,246	103,231	104,055	104,874	106,751	108,861	110,742	112,619
23	64,664	85,966	88,458	91,218	94,246	103,231	104,055	104,874	106,751	108,861	110,742	112,619
24	64,664	85,966	88,458	91,218	94,246	103,231	104,055	104,874	106,751	108,861	110,742	112,619
25	64,664	89,406	91,997	94,866	98,014	107,361	108,215	109,069	111,020	113,214	115,170	117,121

A	B	C	D	E	F	G	H	I	J	K	L	M	N

BAY VILLAGE BOARD OF EDUCATION

SALARY SCHEDULE 2026-2027

EFFECTIVE 7/1/2026 - 6/30/2027

BASE $51,255 (REFLECTS SALARY INCREASE OF 3.25%)

	ND	BA	C	D	E	F	F(a)	G	H	I	J	K
STEP	Nondegree	BA	BA +10	BA +20	BA +30	BA +45/MA	BA +55	MA +10	MA +20	MA +30	MA +40	PHD
0	45,104	51,255	52,152	53,177	54,330	56,381	56,832	57,277	58,303	59,456	60,486	61,511
1	46,909	53,305	54,284	55,402	56,652	58,841	59,307	59,774	60,845	62,049	63,121	64,192
2	48,785	55,437	56,504	57,713	59,071	61,403	61,896	62,382	63,500	64,756	65,873	66,985
3	50,737	57,657	58,815	60,127	61,593	64,084	64,597	65,104	66,268	67,580	68,748	69,912
4	52,767	59,963	61,224	62,644	64,223	66,878	67,411	67,944	69,158	70,527	71,742	72,956
5	54,879	62,362	63,725	65,258	66,965	69,794	70,353	70,906	72,172	73,602	74,868	76,134
6	57,072	64,853	66,334	67,990	69,825	72,838	73,418	73,997	75,319	76,811	78,133	79,456
7	59,353	67,446	69,046	70,829	72,803	76,016	76,621	77,226	78,605	80,163	81,542	82,920
8	61,726	70,148	71,870	73,792	75,914	79,327	79,989	80,645	82,034	83,658	85,099	86,534
9	64,197	72,951	74,807	76,872	79,153	82,787	83,448	84,104	85,611	87,303	88,804	90,306
10	66,765	75,868	77,867	80,086	82,536	86,401	87,087	87,774	89,343	91,106	92,679	94,248
11	66,765	78,907	81,055	83,438	86,057	90,168	90,885	91,603	93,243	95,083	96,723	98,358
12	66,765	82,059	84,366	86,923	89,732	94,099	94,847	95,596	97,308	99,235	100,947	102,654
13	66,765	85,345	87,820	90,557	93,566	98,205	98,989	99,768	101,552	103,561	105,344	107,123
14	66,765	85,345	87,820	90,557	93,566	102,484	103,299	104,114	105,980	108,076	109,942	111,803
15	66,765	85,345	87,820	90,557	93,566	102,484	103,299	104,114	105,980	108,076	109,942	111,803
16	66,765	85,345	87,820	90,557	93,566	102,484	103,299	104,114	105,980	108,076	109,942	111,803
17	66,765	85,345	87,820	90,557	93,566	102,484	103,299	104,114	105,980	108,076	109,942	111,803
18	66,765	85,345	87,820	90,557	93,566	102,484	103,299	104,114	105,980	108,076	109,942	111,803
19	66,765	85,345	87,820	90,557	93,566	102,484	103,299	104,114	105,980	108,076	109,942	111,803
20	66,765	88,758	91,331	94,181	97,308	106,585	107,436	108,281	110,219	112,397	114,340	116,277
21	66,765	88,758	91,331	94,181	97,308	106,585	107,436	108,281	110,219	112,397	114,340	116,277
22	66,765	88,758	91,331	94,181	97,308	106,585	107,436	108,281	110,219	112,397	114,340	116,277
23	66,765	88,758	91,331	94,181	97,308	106,585	107,436	108,281	110,219	112,397	114,340	116,277
24	66,765	88,758	91,331	94,181	97,308	106,585	107,436	108,281	110,219	112,397	114,340	116,277
25	66,765	92,310	94,986	97,948	101,198	110,849	111,731	112,612	114,627	116,892	118,912	120,926

BAY VILLAGE BOARD OF EDUCATION

SALARY SCHEDULE 2027-2028

EFFECTIVE 7/1/2027 - 6/30/2028

BASE $52,793 (REFLECTS SALARY INCREASE OF 3.0%)

	ND	BA	C	D	E	F	F(a)	G	H	I	J	K
STEP	Nondegree	BA	BA +10	BA +20	BA +30	BA +45/MA	BA +55	MA +10	MA +20	MA +30	MA +40	PHD
0	46,458	52,793	53,717	54,773	55,961	58,072	58,537	58,996	60,052	61,240	62,301	63,357
1	48,316	54,905	55,913	57,064	58,352	60,606	61,087	61,567	62,671	63,911	65,015	66,118
2	50,248	57,101	58,199	59,445	60,844	63,246	63,753	64,254	65,405	66,699	67,850	68,995
3	52,260	59,387	60,580	61,931	63,441	66,007	66,535	67,058	68,256	69,608	70,811	72,010
4	54,350	61,763	63,061	64,524	66,150	68,884	69,433	69,982	71,234	72,643	73,894	75,146
5	56,525	64,233	65,638	67,216	68,974	71,888	72,464	73,034	74,338	75,811	77,115	78,419
6	58,785	66,799	68,325	70,030	71,920	75,024	75,621	76,217	77,579	79,116	80,478	81,840
7	61,134	69,470	71,117	72,955	74,987	78,297	78,920	79,543	80,963	82,568	83,988	85,409
8	63,579	72,252	74,026	76,006	78,192	81,708	82,389	83,065	84,495	86,169	87,652	89,130
9	66,123	75,140	77,051	79,179	81,528	85,271	85,952	86,628	88,180	89,922	91,469	93,016
10	68,768	78,144	80,203	82,489	85,013	88,993	89,701	90,408	92,023	93,840	95,460	97,076
11	68,768	81,275	83,487	85,942	88,639	92,873	93,613	94,352	96,041	97,936	99,626	101,310
12	68,768	84,522	86,897	89,532	92,425	96,923	97,693	98,464	100,228	102,213	103,976	105,734
13	68,768	87,906	90,456	93,275	96,374	101,151	101,959	102,762	104,599	106,668	108,505	110,337
14	68,768	87,906	90,456	93,275	96,374	105,560	106,399	107,238	109,160	111,319	113,241	115,157
15	68,768	87,906	90,456	93,275	96,374	105,560	106,399	107,238	109,160	111,319	113,241	115,157
16	68,768	87,906	90,456	93,275	96,374	105,560	106,399	107,238	109,160	111,319	113,241	115,157
17	68,768	87,906	90,456	93,275	96,374	105,560	106,399	107,238	109,160	111,319	113,241	115,157
18	68,768	87,906	90,456	93,275	96,374	105,560	106,399	107,238	109,160	111,319	113,241	115,157
19	68,768	87,906	90,456	93,275	96,374	105,560	106,399	107,238	109,160	111,319	113,241	115,157
20	68,768	91,422	94,072	97,007	100,228	109,783	110,659	111,530	113,526	115,770	117,771	119,766
21	68,768	91,422	94,072	97,007	100,228	109,783	110,659	111,530	113,526	115,770	117,771	119,766
22	68,768	91,422	94,072	97,007	100,228	109,783	110,659	111,530	113,526	115,770	117,771	119,766
23	68,768	91,422	94,072	97,007	100,228	109,783	110,659	111,530	113,526	115,770	117,771	119,766
24	68,768	91,422	94,072	97,007	100,228	109,783	110,659	111,530	113,526	115,770	117,771	119,766
25	68,768	95,080	97,836	100,887	104,234	114,175	115,083	115,992	118,066	120,400	122,480	124,555

13.073 BAY VILLAGE BOARD OF EDUCATION
SCHOOL NURSE SALARY SCHEDULE INDEX- Available upon request

13.074

BASE 49,642.00

BAY VILLAGE BOARD OF EDUCATION
NURSE SCHEDULE-EFFECTIVE 2025-2026 SCHOOL YEAR

STEP	BA	MA
0	48,788	49,642
1	50,739	51,672
2	52,769	53,784
3	54,881	55,985
4	57,077	58,277
5	59,361	60,658
6	61,732	63,141
7	64,200	65,723
8	66,771	68,411
9	69,440	71,206
10	72,215	74,118
11	75,109	77,154
12	78,109	80,305
13	81,236	83,593
14	81,236	83,593
15	81,236	83,593
16	81,236	83,593
17	81,236	83,593
18	81,236	83,593
19	81,236	83,593
20	84,486	86,935
21	84,486	86,935
22	84,486	86,935
23	84,486	86,935
24	84,486	86,935
25	87,867	90,414

13.075

BASE 51,255.00

BAY VILLAGE BOARD OF EDUCATION
NURSE SCHEDULE-EFFECTIVE 2026-2027 SCHOOL YEAR

STEP	BA	MA
0	50,373	51,255
1	52,388	53,351
2	54,484	55,532
3	56,664	57,804
4	58,931	60,170
5	61,290	62,628
6	63,738	65,193
7	66,286	67,859
8	68,941	70,633
9	71,697	73,520
10	74,562	76,526
11	77,549	79,661
12	80,647	82,914
13	83,876	86,309
14	83,876	86,309
15	83,876	86,309
16	83,876	86,309
17	83,876	86,309
18	83,876	86,309
19	83,876	86,309
20	87,231	89,760
21	87,231	89,760
22	87,231	89,760
23	87,231	89,760
24	87,231	89,760
25	90,722	93,352

13.076

BASE 52,793.00

BAY VILLAGE BOARD OF EDUCATION
NURSE SCHEDULE-EFFECTIVE 2027-2028 SCHOOL YEAR

STEP	BA	MA
0	51,885	52,793
1	53,960	54,952
2	56,118	57,198
3	58,365	59,538
4	60,700	61,976
5	63,129	64,508
6	65,650	67,149
7	68,275	69,895
8	71,010	72,753
9	73,848	75,726
10	76,799	78,823
11	79,876	82,051
12	83,067	85,402
13	86,393	88,899
14	86,393	88,899
15	86,393	88,899
16	86,393	88,899
17	86,393	88,899
18	86,393	88,899
19	86,393	88,899
20	89,848	92,453
21	89,848	92,453
22	89,848	92,453
23	89,848	92,453
24	89,848	92,453
25	93,444	96,153

ARTICLE XIV– EFFECTS

14.01 Contrary to Law

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) Revised Code), all Civil Service rules and regulations, administrative rules of the Director of State Personnel and all policies, rules and regulations of the Board unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision(s) thirty (30) days after the initial bargaining session, the contractual dispute resolution procedure established in Article 2.019 of the agreement shall be utilized to resolve the dispute.

14.02 Entire Agreement Clause

This Agreement and attachments supersede all previous Agreements between the BAY TEACHERS' ASSOCIATION and the BAY VILLAGE BOARD OF EDUCATION and shall constitute the entire Agreement between the parties for the duration of this Agreement.

ARTICLE XV– DURATION

This agreement, including attachments, will be in effect from July 1, 2025 through June 30, 2028.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed this _23 day of May 2025.

THE BOARD OF EDUCATION OF THE BAY VILLAGE CITY SCHOOL DISTRICT

Amy Huntley

Amy Huntley, President

Scot Thomas Prebles

Scot Prebles, Superintendent

Meghan Rohde

Meghan Rohde, Treasurer

THE BAY TEACHERS' ASSOCIATION

Lauren DiMauro

Lauren DiMauro, President

Jessica Hakkio

Jessica Hakkio, Vice President

Don Holub

Don Holub, Consultant
Ohio Education Association

APPENDIX A

INFORMAL GRIEVANCE STEP FORM

FORM 1

BAY VILLAGE CITY SCHOOLS

On _____ the undersigned principal and teacher conducted an
(Date)

informal grievance meeting.

Teacher	Principal

APPENDIX B

GRIEVANCE REPORT STEP I

FORM 2

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

GRIEVANCE REPORT

Submit to Association Representative in Triplicate

_____

Name of Grievant Assignment Building Date Filed

STEP I

A. Date Cause of Grievance Occurred_____

_____

B. 1. Statement of Grievance_____

_____

2. Relief Sought_____

_____

_____ _____

(Signature) (Date)

C. Disposition by Principal/Immediate Superior_____

_____

_____ _____

(Signature) (Date)

DISTRIBUTION OF FORM 2, STEP I

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

APPENDIX C

(Submit in Triplicate)

GRIEVANCE REPORT STEP II

FORM 3

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP II

A. Position of Grievant_____

_____

_____

_____

_____

_____ _____

(Signature) (Date)

B. Date received by Superintendent_____

C. Disposition by Superintendent_____

_____

_____

_____

_____ _____

(Signature) (Date)

DISTRIBUTION OF FORM 3 STEP II

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

APPENDIX D

(Submit in Triplicate)

GRIEVANCE REPORT STEP III

FORM 4

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP III

A. Position of Grievant_____

_____

_____

_____

_____

B. Date Submitted in Arbitration_____

_____

_____

_____

_____

_____ _____

(Signature) (Date)

DISTRIBUTION OF FORM 4, STEP III

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

APPENDIX E

FMLA FORM

All forms are electronic. Be prepared to provide relevant information from a health care provider to determine eligibility for FMLA.

www.efmla.com

Contact Human Resources for assistance in filing this form

APPENDIX F

TEACHER ASSAULT LEAVE REQUEST

BAY VILLAGE CITY SCHOOL DISTRICT

Name _____ Date _____

School/Department _____

I hereby request _____ day(s) of assault leave beginning at

_____ on _____, _____, 20____ and ending at
time day month

approximately _____ on _____, _____, 20_____.
time day month

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

Name of Physician: _____

Office Address: _____

_____

_____

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

_____
Employee's Signature

_____
Principal/Supervisor

_____
Superintendent

APPENDIX G

RELEASE OF MEDICAL INFORMATION TO
BAY VILLAGE CITY SCHOOLS' PHYSICIAN

BAY VILLAGE CITY SCHOOLS

Physician/Hospital/Health Care Provider

I, _____, direct release of pertinent medical information

regarding myself, _____ to the school physician of the Bay
Date of Birth

Village City Schools. I understand that all or part of this information may be used by the medical team in evaluating my medical status and after medical team evaluation may be shared with the Superintendent in order for the Superintendent to make appropriate educational decisions. I further understand that information concerning me may be shared with a limited number of staff in supervisory or direct contact with me. I further direct the release of updated medical information concerning changes in my medical condition to the School Physician and direct that I be notified of such subsequent release.

_____ _____

(Date) (Signature)

APPENDIX H

CONTINUING CONTRACT APPLICATION

BAY VILLAGE CITY SCHOOLS

TO: Superintendent

FROM: _____ _____
Name Signature

DATE: _____

DUE: October 15th in the school year consideration is requested.

I plan to be eligible by the end of the current school year and intend to request consideration for continuing contract status from the Board of Education this coming spring.

CHECK REQUIREMENTS FOR CONTINUING CONTRACT ELIGIBILITY BELOW

1. Did you work in another district prior to employment at Bay AND did you hold a continuing contract at your previous district AND are you serving in at least your second year of full time employment at Bay?

   _____ Yes, on all, you are eligible **STOP**

   _____ No, go on to next question

2. Have you worked as a teacher at Bay for at least 3 of the last five years for at least 120 days per year (including the current school year)?

   _____ Yes, you may be eligible, go to next question

   _____ No, you are not eligible **STOP**

3. Your initial teacher's license was issued **before** January 1, 2011?

   _____ Yes, you may be eligible, go to next question

   _____ No, your initial license was issued on/after January 1, 2011 and you did not hold a teacher certificate prior to 2011 you must **STOP unless** you have held an educator license for **at least SEVEN years.** If a license was held for seven years, go to the next question.

4. Do you hold an 8-year professional certificate OR permanent certificate OR a five-year license AND will you complete 30 semester hours of coursework before the end of the current school year? The coursework must lead to mastery in teaching. All hours must be earned since the issuance of the initial license/certificate.

   _____ Yes, **you are eligible** **STOP**

   _____ No, you are not eligible unless you meet the conditions in the final question.

5. Did you hold a Master's Degree when issued your initial license AND have you earned at least 6 semester hours of graduate coursework in education or your field of certification since the initial license was issued (or will have earned the 6 hours by the end of the current school year)?

   _____ Yes, you are eligible

   _____ No, you are not eligible

APPENDIX I

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

BAY VILLAGE CITY SCHOOLS

To: Building Principal

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

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

Name (print) _____

Position _____ Location _____

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

Or did you observe the incident? _____ Yes _____ No

Give a detailed description of the incident/observation: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please send copy to the Treasurer

APPENDIX J

SUPPLEMENTAL REVIEW APPLICATION

BAY VILLAGE CITY SCHOOLS

Name _____

Supplemental position for consideration _____

Date submitted _____

Please check the area you are requesting the Supplemental Review committee address in regards to the supplemental position listed above.

_____ Add a new supplemental position
_____ Delete from the contract an existing supplemental position
_____ Modify an existing supplemental position

For the committee to provide adequate consideration for your proposal please complete the following information. Please type all materials for consideration.

- completed job description if not already in existence
- completed points/hours form for student oriented & staff support activities
- rationale for proposal
- evidence that student/staff interest exists in this area
- evidence that the position can be implemented
- completion of a Purpose Statement

The appropriate package of forms to be completed can be picked from the Activities Director. All forms must be returned to the Activities Director.

Due Dates:

November 1st	-	Fall sport supplemental for the following year
March 1st	-	All other supplementals for the following year
Exceptions:		Applications may be brought to the committee at any time if the applicant provides evidence that the existing timeline cannot be met.

APPENDIX J
(continued)

BAY VILLAGE CITY SCHOOLS

JOB DESCRIPTION

TITLE: _____

RESPONSIBILITY: _____

GENERAL DUTIES _____

SPECIFIC DUTIES: _____

APPENDIX J
(continued)

BAY VILLAGE CITY SCHOOLS

Supplemental Application Evidence/Rationale

Supplemental Position _____

Please provide your rationale for adding, deleting or modifying the identified supplemental position.

_____

_____

_____

_____

_____

_____

_____

_____

What evidence can you provide that this supplemental position can be added, modified or deleted?

_____

_____

_____

_____

_____

_____

_____

APPENDIX J
(continued)

BAY VILLAGE CITY SCHOOLS

Purpose Statement and Budget

Activity Name: _____ Date: _____ Advisor: _____

Activity Purpose: _____

_____

_____

_____

Last Year's Balance:_____

Activity Estimated Revenue: _____

_____

_____

_____

Revenue Anticipated: _____

Total Balance and Revenue:_____

Activity Estimated Expenditure:_____

_____

_____

_____

Total Estimated Expenditures: _____

Anticipated End of the Year Balance:_____

Building Principal_____

Superintendent_____

APPENDIX K

(Submit in Duplicate)

APPLICATION FOR ATTENDANCE AT PROFESSIONAL MEETING

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Professional Organization _____

Location of Meeting _____

Date(s) of Meeting _____ Proposed Dates of Attendance _____

Dates Substitute will be Needed for Classroom _____

Estimated cost of Attendance*

Travel:	Estimated:	Actual:
Registration Fee	$_____	$_____
Lodging	$_____	$_____
Meals	$_____	$_____
Transportation at IRS Allowable	$_____	$_____
	(miles)	
Other Transportation Costs (tolls, fees, parking, etc.)		
	TOTAL_____	TOTAL:_____

Submitted by: _____
Employee

Approved _____
Principal

Approved for payment _____
Superintendent

*Receipts for **itemized** hotel bills, public transportation, **itemized** meal receipts and other pertinent expenses must be attached when applying for reimbursement. The maximum reimbursable is $240/day (BTA & BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate. Please present district tax exempt form prior to checking into a hotel. (Form 72C-4)

APPENDIX L

SALARY SCHEDULE PLACEMENT REQUEST FORM
BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Grade/Subject _____

PART ONE:

Current Salary Step: _____ Salary step being requested:_____

Course Name	Course Number	Institution	Credit Hours

_____
Staff Signature/Date

_____
Administrator Signature/ Date

APPENDIX M

TUITION REIMBURSEMENT
PRE- APPROVAL REQUEST FORM
BAY VILLAGE CITY SCHOOLS

Name School Grade/Subject

_____ _____ _____

COMPLETE IF YOU ARE REQUESTING PRE-APPROVAL FOR TUITION REIMBURSEMENT

Course Name	Course Number	Institution	Credit Hours

Dollar amount being requested for pre-approval: _____

_____
Staff Member Signature/Date

_____
Administrator Signature/Date

APPENDIX N

TUITION REIMBURSEMENT FORM
POST APPROVAL
BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Grade/Subject _____

Course Name	Course Number	Institution	Credit Hours

Dollar amount being requested for reimbursement: _____

_____
Staff Signature/Date

_____
Administrator Signature/Date

After pre-approval and completion of the course, please resubmit this form along with all transcripts and receipts for reimbursement

APPENDIX O
SUPPLEMENTAL APPRAISAL FORM

BAY VILLAGE CITY SCHOOLS

Employee Name: _____

Supplemental Position: _____

School Year _____ Date Submitted _____

Check One: ____ Self appraisal; or, ____ Appraisal completed by Administrator

I. AREAS OF STRENGTH AND ACHIEVEMENT
(Note: may make reference to the approved job description.)

II. AREAS OF REINFORCEMENT AND/OR IMPROVEMENT

III. PLAN TO ADDRESS REINFORCEMENT OR IMPROVEMENT AND ADMINISTRATIVE ASSISTANCE IF APPLICABLE:

_____ _____
Employee Signature Evaluator Signature

_____ No conference held¡ - OR, - Date of conference _____

_____ Check if professional growth plan attached

APPENDIX P

SUPPLEMENTAL APPRAISAL
PROFESSIONAL GROWTH PLAN

Employee Name: _____

Supplemental Position: _____

Check One:	_____ Suggested;	or,	_____ Mandatory

Identified areas(s) for growth and/or deficiency (no more than 3)

Observed evidence of need for growth

Strategies/actions for growth and administrative support for each

Date given to employee _____ Date of conference _____

_____ _____

Employee signature Evaluator signature

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

CERTIFICATE

RE: BTA NEGOTIATED THREE YEAR AGREEMENT - EFFECTIVE JULY 1, 2025 UNTIL JUNE 30, 2028 (Board approved May 19, 2025)

The undersigned, Treasurer of the Board of Education of the Bay Village City School District, Ohio, certifies that the amount required to meet the obligations of the Board during Fiscal Year 2026-Fiscal Year 2028 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

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

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

Dated 5-19-2025

Treasurer, Board of Education
Bay Village City School District

Superintendent of Schools
Bay Village City School District

President, Board of Education
Bay Village City School District

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