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Master Contract

BETWEEN

THE BOARD OF EDUCATION OF THE
BEACHWOOD CITY SCHOOL DISTRICT

AND THE

BEACHWOOD FEDERATION OF TEACHERS,
AFT, LOCAL 1468

Effective September 1, 2025, through August 31, 2028
Board Resolution: 07-25-318

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CONTRACT

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "Master Contract") made and entered into by and between the BOARD OF EDUCATION OF THE BEACHWOOD CITY SCHOOL DISTRICT (hereinafter referred to as "Board of Education") and the BEACHWOOD FEDERATION OF TEACHERS, AFT, LOCAL 1468 (hereinafter referred to as "Federation"), is as follows:

ARTICLE 1. EFFECTIVE DATE AND DURATION

This Contract and the undertakings set forth herein shall be effective on and after September 1, 2025. This Contract and the undertakings set forth herein shall expire at midnight on August 31, 2028

ARTICLE 2. GENERAL TERMS

This Contract and the representation election submission agreement signed by the parties in October 1972, set forth all agreements that have been entered into between the Board of Education and the Federation, and neither party shall be required to negotiate with the other party for the term of this Contract.

ARTICLE 3. RECOGNITION AND DUES DEDUCTION

I. Recognition

A. The Board of Education of the Beachwood City School District hereby recognizes the Beachwood Federation of Teachers, AFT, Local 1468 as the sole and exclusive negotiations representative of the certificated/licensed personnel employed by the Board of Education of the Beachwood City School District, which shall be defined as regular classroom and special education teachers, school counselors, school psychologists, librarians, nurses, speech and language pathologists, audiologists, occupational therapists, physical therapists, and certificated/licensed preschool instructors and instructional tutors for the purposes of negotiating in good faith a professional salary schedule, a grievance procedure, and such other terms and conditions of employment of said employees as the parties may agree are proper subjects of negotiations. Excluded from this unit are substitute teachers, tutors other than instructional tutors, administrative personnel, employees in other bargaining units, teachers and other certificated staff assigned to nonpublic schools paid by state or federal funds, and all other confidential, supervisory and management level employees as defined in R.C. 4117.0l (C), (F), (J), (K) and (L) of the Ohio Revised Code. This recognition is subject to the terms and conditions set forth in the representation election submission agreement signed by the parties in October 1972 and later amended on December 10, 1987 and June 20, 2000. The recognition granted herein upon the Beachwood Federation of Teachers, AFT, Local 1468 as the sole and exclusive negotiations agent and representative as defined herein shall remain in force and effect for the term of this Agreement, subject to the provisions of Chapter 4117 of the Ohio Revised Code

B. If the BFT and Board agree that a new or modified position the Board wishes to

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implement is designed to perform work within the bargaining unit represented by the BFT, the BFT and Board agree that this new position will be added to the list of bargaining unit positions in Section A. above in the next contract, will be immediately recognized, and will entitle the affected member(s) to the rights in the current collective bargaining agreement.

C. Prior to the District seeking to outsource work typically performed by individuals licensed by the State Board of Education of Ohio, the District will notify the BFT and offer the opportunity to meet and discuss this work. This provision does not apply to work described in Article 17.XVI.C. and D. or as otherwise permitted by law.

II. Check-Off

A. The District will deduct any initiation fees and dues levied by the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing the member's signature.

B. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization within the thirty (30) day period prior to the termination of this Contract or upon the termination of employment or transfer to a job classification outside the bargaining unit.

C. All authorized deductions will be made from the member's pay on a regular semi monthly basis. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

D. The Federation shall indemnify and hold the Board of Education and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Board of Education for the purpose of complying with any provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

ARTICLE 4. GRIEVANCE PROCEDURE

I. A grievance is a claim by an employee represented by the Federation or a group of employees represented by the Federation of a violation of an express provision of this Contract.

II. Step 1 (Informal Meeting)

If an employee believes a violation of this Contract has occurred, the employee, either alone or in the company of a Federation school representative, shall first discuss the matter with the employee's principal or other immediate supervisor in an effort to resolve the matter informally. Prior to this Step 1 meeting, the principal or other immediate supervisor shall be informed in writing that such a meeting is a Step 1 meeting.

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III. Step 2

A. If not settled at Step 1, the grievance shall be reduced to writing on the Grievance Form which is attached hereto as Appendix 6 and shall be submitted by the grievant with the principal or other immediate supervisor within ten (10) days of the date on which the claimed violation of this Contract took place or on which a grievant knew or could have reasonably been expected to know of the occurrence giving rise to the grievance. If the Grievance Form is not submitted within the foregoing time limit, the grievance shall be considered waived and further action barred. The Grievance Form filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date on which the alleged violation of this Contract occurred; (c) the provision of this Contract which allegedly has been violated; and (d) the remedy which the grievant thinks is appropriate.

B. Not later than five (5) days after a grievance is filed at Step 2, the principal or other immediate supervisor will notify the grievant and the Federation school representative of the date, time, and location of the meeting at Step 2, which date shall not be later than ten (10) days after the date of notification. At that meeting, which shall be before the principal, or other immediate supervisor, the grievant shall be present and a Federation representative shall be present if the grievant so requests. Not later than five (5) days after the conclusion of the meeting at Step 2, the principal, or other immediate supervisor, shall submit their disposition in writing to the grievant and a copy shall be given to the Federation school representative.

C. If the nature of the grievance is not building specific (e.g., health care), the grievant may immediately proceed to Step 3 of the Grievance Procedure which shall be noted on the grievance form when initially filed. The Superintendent may, upon review of the grievance, refer this matter back to the building principal for initial response if it is deemed that the grievance is improperly filed.

IV. Step 3

A. If the grievance is not settled at Step 2, the grievant may, not later than ten (10) days after receipt of the written disposition at Step 2, submit to the Superintendent a written request for a meeting at Step 3 for the purpose of settling the grievance.

B. Not later than five (5) days after receipt of such a request, the grievant and the president of the Federation shall be notified of the time and location of the meeting at Step 3, which date shall not be later than ten (l0) days after the date of notification. The meeting at Step 3 shall be before the Superintendent or designee. The grievant shall be present and a Federation representative shall be present if the grievant so requests. Not later than five (5) days after the conclusion of the hearing at Step 3 the Superintendent/designee who conducted the hearing shall submit the disposition in writing to the grievant and a copy shall be given to the president of the Federation.

V. Step 4

A. If the grievance is not settled at Step 3, the grievant may, not later than ten (10) days after

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the receipt of the written decision at Step 3, submit to the Superintendent a written request for a meeting at Step 4 for the purpose of settling the grievance.

B. Not later than five (5) days after receipt of such a request, the grievant shall be notified of the time and location of the meeting at Step 4, which date shall be no later than ten (10) days after the date of notification. The meeting at Step 4 shall be before the Board of Education or a committee of the Board of Education consisting of at least three of its members. At that meeting, the grievant shall be present with Federation representation if the grievant so requests. Not later than ten (10) days after the conclusion of the hearing at Step 4, the Board of Education shall submit its disposition in writing to the grievant and a copy shall be given to the president of the Federation.

VI. Step 5

A. If requested in writing by the grievant, the Federation may, not later than fifteen (15) days after receipt of the written decision of the Board of Education at Step 4, refer the grievance to a disinterested third person by giving written notice to the Superintendent of Schools of its desire to do so.

B. Not later than ten (10) days after such notice is given; representatives of the Board of Education and of the Federation shall meet to select the third person. Selection shall be from a panel of nine (9) names prepared and submitted by either the Federal Mediation & Conciliation Service or the American Arbitration Association in accordance with their respective procedures, as the parties may agree. The panel of nine (9) names shall be jointly requested by a representative of the Board of Education and by a representative of the Federation in writing.

VII. Depending on the organization selected by the parties to provide a panel of potential disinterested third parties to serve as the hearing officer, the disinterested third person shall hold the necessary hearing in accordance with either the Arbitration Policies and Procedures of the Federal Mediation & Conciliation Service or the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the decision and the award of the disinterested third person shall be final and binding on the Board of Education, on the Federation, and on the grievant. In reaching a decision, the disinterested third person shall be governed by the express terms of this Contract, and shall have authority to determine only whether an express provision of this Contract has been violated. The disinterested third person shall have no authority to render a decision that would modify or change this Contract in any respect or add to or take away from its terms. The disinterested third person also is specifically prohibited from reaching any decision which is contrary to law or which would conflict with or take away from the statutory powers of the Board of Education.

VIII. If a decision on a grievance is not appealed by a grievant within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal will be barred. If a grievance is not answered at any step of the grievance procedure, the grievance shall advance automatically to the next higher step.

IX. For the purposes of this Article only, "day" shall mean any calendar day during the period from

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the first teacher workday of the school year through the last teacher workday of the school year, excluding all Saturdays, Sundays, days when school is not in session during winter and spring recesses, and holidays recognized on the Board-approved school calendar. If any of the deadlines for a Grievance occur during the period between the last teacher workday of the school year and the first teacher workday of the following school year, the parties shall meet to discuss an alternative schedule of proceedings and may by mutual agreement modify the timeline for processing a Grievance.

X. The grievant may be represented at all stages of the grievance procedure by any person of their own choosing. When a grievant is not represented by the Federation, the Federation shall have the right on its request to have a Federation representative acceptable to the grievant present to state its views at all stages of the grievance procedure. Nothing contained herein shall prevent any grievant from presenting a grievance and having it adjusted without intervention by the Federation.

XI. Costs for the services of the disinterested third person and of either the Federal Mediation & Conciliation Service or the American Arbitration Association shall be borne equally by the Board of Education and the Federation.

ARTICLE 5. PERSONNEL FILES

I. Material concerning a teacher's conduct, performance, service, character, or professionalism may be placed in the teacher's file only after the teacher has been given a reasonable opportunity to read the material. The teacher shall acknowledge that they have read such material by affixing their signature and date on the copy to be filed. Signature merely signifies that they have read the material and does not necessarily indicate agreement with its content. If the teacher refuses to sign, a dated note to that effect will be attached to the material files.

II. A teacher shall be permitted to examine their file during normal business hours in the presence of the Superintendent/designee. The teacher may make copies of any material placed in the member’s file after employment by the Board of Education.

III. By mutual agreement of the teacher and the Superintendent, material that has been found inappropriate or inaccurate shall be removed from the teacher's file.

IV. A teacher shall be permitted to place material in their file, in answer to material already placed in the member’s file. Answers shall be attached to the related material in the file.

V. Materials placed in the teacher's file must be identified in such a manner that the author and the person placing the material in the file are known.

VI. A member may request, after a reasonable amount of time, to have a verbal warning or written reprimand removed from their personnel file. It is in the Superintendent's (or designee's) discretion whether to remove the verbal warning or written reprimand from the member's personnel file.

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ARTICLE 6. BUILDING COMMITTEES

I. The principal of each building will meet, outside of regular school hours, with the respective BFT Building Committee representative on a monthly basis, or more frequently by mutual consent, for a free exchange of views concerning school issues and activities.

II. The President of the bargaining unit will submit the names of members of each Building Committee to the Superintendent. Those so listed on the presented lists shall be the official Building Committee and may include a member from outside each building.

ARTICLE 7. ISSUANCE OF PAYCHECKS

Bargaining unit members will be paid on the fifteenth day and last day of each month. All bargaining unit members will be required to receive their pay through direct deposit to the bank of their choice. If payday occurs on a Saturday or Sunday, direct deposits will be made on the Friday immediately preceding payday. Direct deposit notifications will be made available via secure technology.

ARTICLE 8. LEAVES

I. Sick Leave

A. Accrual. Each person who is employed by the Board of Education shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month.

B. Accumulation. Unused sick leave shall not exceed 275 days at any one time for use as sick leave; however, a member may accumulate an unlimited number of days of unused sick leave for the sole purpose of payment of unused sick leave for retirement under the terms of Article 12. The District will track such leave accordingly.

C. Usage. Members may use sick leave up to the amount of the accumulated sick leave as defined in the preceding paragraph but subject to the following:

1. Sick Leave may not be taken in increments less than ½ day.

2. Teachers, upon prior notice to the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the employee's immediate family (which shall be defined as mother, father, spouse, children, grandparents, sister, brother, mother-in-law, father-in-law and, with the approval of the Superintendent, other family members).

3. If a bargaining unit member suffering from a serious injury, illness, or other conditions applies for retirement due to disability, the member may use no more than four weeks of accumulated sick leave after the date of notification of the recommendation for approval of the disability retirement from the retirement

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system. The bargaining unit member may nonetheless qualify for the payment of unused sick leave as provided in Article 12.

II. Leave After Birth or Adoption. There are three (3) types of leave that may be available to bargaining unit members immediately after the birth or adoption of their child: sick leave, FMLA, and unpaid child-rearing leave. The use of sick and FMLA leaves shall run concurrently. Use of unpaid child-rearing leave shall commence immediately upon the conclusion of the use of sick and/or FMLA leave. Each of these forms of leave has the following eligibility and usage requirements:

A. Sick Leave After Birth or Adoption of Their Child. After the birth or adoption of their child during the period from the first day of the work year (Convocation) through the last day of that work year, a bargaining unit member may use accumulated sick leave for up to twelve (12) weeks or until the end of the work year, whichever is less. After the birth or adoption of their child during summer recess, a bargaining unit member may use accumulated sick leave for the first six (6) weeks of the following work year.

B. FMLA Leave After Birth or Adoption of Their Child. In accordance with the Family and Medical Leave Act of 1993, as amended, an eligible member may take up to twelve (12) work weeks of job-protected, unpaid leave for the following reasons: the birth and/or care of a newborn child of the member, within one (1) year of the child's birth or the placement with the member of a child for adoption or foster care, within one (1) year of the child's placement.

C. Unpaid Child Rearing Leave After Birth or Adoption of Their Child.

After the completion of any leave under preceding paragraphs 1. and 2., a bargaining unit member is entitled to unpaid child rearing leave after the child's birth or the placement with the member of a child for adoption provided that:

1. The member provides written notification to the Superintendent/designee at least forty-five (45) calendar days before the child's expected date of delivery or the anticipated placement with the member of a child for adoption.

2. The notification contains the duration of this leave with said leave terminating at the end of the first semester or school year, Special or unforeseen circumstances with a physician's certification may justify an exception to this requirement.

3. On one (1) occasion during the member's employment with the District, the Unpaid Child Rearing Leave may be greater than one (1) year but not more than two (2) full school years.

4. If a member gives birth or adopts another child while on an unpaid child rearing leave under this Section, the member may apply for additional leave in accordance with the terms of this Section
5. If a member, while on leave, has elected not to return to work, the member shall notify the Superintendent/designee no later than ninety (90) calendar days prior to the member's scheduled date to return to work.

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6. Limited Contract members are eligible for Unpaid Child Rearing Leave provided the member's contract is renewed.

D. General. The teacher shall provide a statement from the member's doctor stating the expected date of delivery. The teacher shall notify the building principal as soon in advance as possible of the date on which the leave will begin. Sick leave with pay due to pregnancy-related illness will be granted as required by the Ohio Revised Code 3319.141.

III. Personal Business Absence

A. The Board of Education authorizes the Superintendent to approve up to three (3) days of leave in a school year for personal business absence upon request of a teacher. Members who are on any unpaid leave or who are absent without approved leave (i.e. not in active pay status) shall not be entitled to earn paid personal business absence. Unused Personal Business Absence days shall be added to accumulated sick leave.

B. An application for personal business leave should be submitted at least fourteen (14) days in advance (except in the event of an emergency when a shorter notice may be acceptable).

C. Except in the case of special circumstances, personal business leaves shall not be granted for a workday preceding or a workday following holidays or vacations or the first and last day of the school year.

D. The number of teachers allowed leave of any sort at any one time will continue to be within the discretion of the administration as the Superintendent and administration view the needs of the schools.

E. Requests for personal business absences must be submitted electronically.

F. The Superintendent/designee may grant or deny such request if the member fails to comply with the terms of this Article.

G. Personal Leave may not be taken in increments less than ½ day.

IV. Assault Leave

A. A bargaining unit member shall be granted paid assault leave, up to a maximum of sixty (60) days, when the member is unable to work due to physical or mental trauma or disability directly resulting from a physical altercation or physical attack occurring in the course of their district employment (i.e., regular or supplemental).

B. A member requesting assault leave shall without delay submit to the Human Resources Department:

1. An incident report describing the physical altercation or physical attack occurring in the course of their district employment (i.e., regular or supplemental),

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2. An explanation of the physical or mental trauma or disability directly resulting from the physical altercation or physical attack,

3. The anticipated duration of the member's physical or mental trauma or disability, and

4. A member's request for an assault leave of five (5) days or more shall be accompanied by a statement from the member's healthcare professional explaining the member's physical or mental trauma or disability and the anticipated duration of the member's physical or mental trauma and disability.

C. The Board may require the member to submit to an independent evaluation by a Board-appointed healthcare professional, at the Board's expense, to obtain an opinion regarding the member's physical or mental trauma or disability directly resulting from the physical altercation or physical attack and the anticipated duration of the member's physical or mental trauma or disability directly resulting from the physical altercation or physical attack.

D. Eligibility for the use of assault leave shall be determined by the Superintendent/ or designee and will be based on a reasonableness standard that takes into consideration the information provided by the member, the member's healthcare professional if applicable, and the Board-appointed healthcare professional if applicable.

E. Assault leave shall not be charged against the member's accrued sick leave but may count as leave under the Family & Medical Leave Act if applicable.

F. A member on an approved assault leave shall receive full pay and benefits of employment.

G. At the conclusion of the member's use of assault leave, the member shall return to work in the same or a similar position for which the member is qualified.

H. If the member is still suffering from the physical or mental trauma or disability at the conclusion of the member's use of assault leave, the member shall continue the leave using the member's accrued sick leave (or unpaid leave under an applicable collective bargaining agreement if the member does not have any accrued sick leave), and FMLA if applicable.

V. Sabbatical Leave

A. The Superintendent of Schools and the Board of Education may grant a teacher who has been in the district five (5) years or more a leave of absence for not more than two (2) semesters for professional purposes. In order to be considered for such leave, the teacher must submit a plan for professional improvement to the Superintendent for approval.

B. Leave may only be approved if there is a satisfactory substitute available. The maximum partial salary an eligible teacher may receive is the difference between the teacher's salary and the substitute teacher's pay.

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C. A teacher on sabbatical leave shall be permitted to return to work at the beginning of a school year by notifying the Board of Education by April 1st prior to the beginning of the next school year.

D. Upon return to service of a teacher at the expiration of such leave, the member shall assume the contract status held prior to such leave.

VI. Funeral Leave

A member may take no more than five (5) paid leave days annually (by contract year) of funeral leave due to a death in their Immediate Family. For the purposes of funeral leave, Immediate Family means a member's spouse, parent, sibling, grandparent, child, grandchild, stepparent, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, any other individual residing in the home and, with the approval of the Superintendent, effective equivalents.

VII. Miscellaneous

A member who previously scheduled a personal day or is on paid sick leave will not be charged with the use of such leave when school is closed due to public calamity.

VIII. Unpaid Leave

A. Upon the prior written request of the member, the Board may grant a leave of absence for educational, professional or other purposes and shall grant such a request where illness for other disability is the reason for the request. The maximum duration for an unpaid leave under this section is two (2) school years.

B. During any period of leave under this section, the member shall neither be paid nor receive any form of paid benefits.

C. Upon the return of the member from a leave of absence under this section, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning member while the returning member was on leave.

D. This section specifically supersedes O.R.C. 3319.13.

IX. Falsification

Falsification and/or other abuse of leave and any school record associated with such leave shall be considered just cause for discharge from employment.

ARTICLE 9. SICK LEAVE DONATION PROGRAM

I. This program applies to all members of the Beachwood Federation of Teachers' bargaining unit. The intent of the program is to allow members to provide assistance voluntarily to another member who has recently suffered a serious illness or injury.

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II. A serious illness or injury is an injury or illness:

A. causing a direct and immediate threat to a member's life;

B. requiring extensive medical care of the member; and

C. resulting in an extended period of actual physical or mental incapacity of the member.

In order to qualify as having a serious illness or injury, a bargaining unit member must satisfy each of the three preconditions listed above.

III. The member must first submit to the Superintendent/Designee a written medical certification completed by a qualified physician, at the member's sole cost, indicating the member's serious injury or illness and the expected period of actual physical or mental incapacity. Upon review, the Superintendent or designee may request additional information from the member and/or the physician who provided the medical certification. Additionally, the Superintendent or designee may obtain a second opinion, at the District's sole cost, from an independent, qualified physician regarding the member's serious injury or illness. The member will submit such information as may be necessary for the second opinion physician to render an opinion, and the member will submit to a medical examination by the second opinion physician, if requested. Based on all available information, the Superintendent/Designee will determine whether the member is eligible to participate in the program.

IV. To be eligible to participate in the program, the member must also have:

A. no accrued sick or other paid leave available from the District;

B. not been approved for a STRS disability retirement or state, federal, or other governmental disability benefits;

C. not applied for workers' compensation or other governmental benefits program for which the member may be eligible. A member who has applied for such benefits may use sick leave under this program to satisfy the waiting period for such benefits, where applicable. After the waiting period, a member may use sick leave under this program up to an amount equal to the benefit for which the member applied while the member’s application is pending approval;

D. suffered a recent serious illness or injury as determined by the Superintendent/ Designee under this program; and

E. completed one calendar year of employment with the Beachwood City School District.

V. A member may donate sick leave if the donating member:

A. understands that donated sick leave will be used in order of donation only in the amount needed by the requesting member, (i.e., first donated, first used). Donated sick days will not be deducted until used by requesting member

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B. donates a minimum of one (1) day of sick leave;

C. retains a combined leave balance of at least ten (10) days of sick leave and personal leave; and

D. understands that only two (2) days of leave during the term of the Master Contract may be donated to any one member.

VI. A member determined to be eligible to participate in this program due to a serious illness or injury on one or more occasions may receive no more than thirty (30) donated sick days under this program during the term of this Master Contract and a maximum of one hundred twenty (120) donated sick days under this program during the entire term of the member's employment with the District.

VII. The Beachwood Federation of Teachers will be solely responsible for soliciting its members to donate sick leave under this program. The donation of leave will occur strictly on a voluntary basis. The member should contact and notify the president of the BFT of the need for additional sick leave. The president will request donations first from the members of the building where the injured/ill member is assigned. If additional days are needed, the request will be made of all BFT members.

VIII. A member who wishes to donate sick leave under this program will send an email message to the Treasurer of the Beachwood City School District, indicating:

A. the name of the member for whom the donated sick leave is intended; and

B. the number of sick leave days to be donated.

The date and time-stamp of any such communication will be utilized by the District in the use of donated sick leave under subsection E. of this program.

IX. The program will be administered on a pay-period by pay-period basis. Members using sick leave under this program will be considered on active pay status and will accrue leave and be entitled to any benefits to which they would otherwise be entitled from the District. Leave accrued by a member while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be utilized. Donated sick leave will be considered sick leave but is not eligible for conversion into a cash benefit.

X. Members using sick leave under this program will also concurrently use any leave available under Board policy, and state and federal law, including the Family Medical Leave Act, as amended and will be subject to the requirements of said policies and laws.

XI. Prior to returning to work after participating in this program, a member must first submit a written medical certification completed by a qualified physician, at the member's sole cost, indicating that the member's period of incapacity has ended and that the member is able to resume fully the responsibilities of the member's position with the District. Upon review, the Superintendent/Designee may request additional information from the member and/or the physician who provided the return to work certification. Additionally, the Superintendent/

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Designee may obtain a second opinion, at the District's sole cost, from an independent, qualified physician regarding the member's alleged ability to return to work. The member will submit such information as may be necessary for the second opinion physician to render an opinion, and the member will submit to a medical examination by the second opinion physician, if requested. Based on all available information, the Superintendent or designee will determine whether the member is able to return to work.

ARTICLE 10. COLLABORATIVE STAFF ASSIGNMENT PROCESS

I. **Staff Preference Form.** The District will distribute an assignment preference form, by email, to the members by January 15th and again by March 15th, and members who wish to submit a completed assignment preference form, shall do so by February 15th and April 1st, respectively. The contents of the submitted Staff Preference Forms shall be shared with the BFT President. Completing and submitting this form will be considered as part of the Intra-Building Assignment Process described in subsection C., but will not be considered a Member-Initiated Request for a Change of Building Assignment described in subsection D.

II. **Consultation Meeting**. The Superintendent/designee shall offer the opportunity to meet with the BFT President/designee by March 16th (or the next business day if March 16th falls on a weekend or holiday) to discuss and receive input regarding assignments for the succeeding school year (*e.g.,* district needs, assignment changes, and special circumstances).

III. **Intra-Building Assignment Process**. The Building Principal will meet with the appropriate Subject Coordinator or subject area/grade level designee, and, as needed, another administrator and/or the building's Union Representative to review the proposed staffing needs, assignments and requests, as well as distribution of students with special needs and services (including, but not necessarily limited to, students with disabilities, English Learners, and gifted students) for the upcoming school year. These individuals will provide input, discuss rationale, and offer feedback. Recommendations for modifications, if any, will be made by the Principal to the Superintendent/designee for consideration. For the high school, the meeting shall occur no later than May 1st. For all other schools, the meeting shall occur no later than May 15th. In the event that a staffing need arises thereafter including when school is not in session, an opportunity for input will be provided to the aforementioned individuals.

IV. **Member-Initiated Request for Change of Building Assignment**. When a member desires a change of assignment to a different building, the member shall submit, by email, such a request to their current Principal and/or Superintendent/Designee by April 1st. If requested by the member and prior to approving or denying the change of assignment, the Principal or Superintendent/designee shall meet with the member within ten (10) workdays to discuss the member-initiated request for a change of assignment to a different building. By the last day of school, the Principal or Superintendent/Designee shall, by email, notify the member and appropriate administrators of the approval or denial of the member’s request for a change of assignment to a different building. If requested by the member, the Superintendent shall provide the reason(s), by letter, for a denial of the member-initiated request for a change of assignment to a different building.

V. **Administrator-Initiated Change of Building Assignment.** When changing a member’s assignment to a different building, the Superintendent/Designee will meet and confer with the

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member(s) affected by the administrator-initiated change of building assignment prior to finalizing the change. The member may bring Union representation to the meeting. No later than two (2) workdays after the meeting, the affected member or BFT President may request that the Superintendent/Designee solicit, by email, volunteers from properly licensed members working in the district for a period of at least three (3) workdays. Any properly licensed, qualified members who volunteer shall be given due consideration. Any member who volunteers shall receive a response from the Superintendent/Designee. The Superintendent has the sole discretion to determine whether a member who has volunteered is appropriate for that assignment. Within ten (10) workdays of that meeting, the Superintendent shall, by email, notify the affected member(s) and appropriate administrators of the change of assignment if the Superintendent decides to make an administrator-initiated change of assignment of a member to a different building. If requested by the member, the Superintendent shall provide the reason(s), by letter, for the administrator-initiated request for a change of assignment to a different building. Members affected by administrator-initiated changes of building assignment occurring during the summer recess due to unanticipated needs or occurrences shall be notified, along with the BFT President, as soon as practicable.

VI. A member whose classroom/physical work area changes shall be provided a one-time stipend of $375 for packing and setting up the member's new classroom/physical work area.

VII. If a member's assignment is changed to an area of their current certification/licensure in which the member has not taught at least one (1) subject or course for at least one (1) work year during the five (5) work years preceding the school year in which the change of assignment will take effect, expenses associated with professional development for the member, as authorized by the Superintendent/designee, will be paid for by the District.

VIII. Teachers will be given their assignments for the following school year by the building principal by the last day of the school year with the understanding that assignments may change. Any assignment changes after the last day of the school year will be provided to the affected member(s) as soon as practicable.

IX. Absent exceptional circumstances, the Board shall not implement an administrator-initiated change of building assignment for a bargaining unit member more than once during a three (3) year period. For the purposes of this subsection only, exceptional circumstances include but are not limited to lack of suitably qualified applicants, scarcity or unavailability of properly licensed applicants, avoiding a reduction in force, building closure, building reorganization, and the opening of a new building. This subsection does not prohibit the use of the intra-building assignment process or the member-initiated request for change of building assignment process.

X. The Federation recognizes the Superintendent's exclusive right and responsibility to determine all final staff assignments provided the Superintendent/designee fully complies with the terms of this Article.

XI. An administrator-initiated change of assignment resulting from disciplinary proceedings is not governed by this Article, but instead shall be implemented under Article 17. V.

XII. The Superintendent/Designee shall invite a BFT member to participate in one round of interviews of external candidates for vacancies posted under Article 11.

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ARTICLE 11. NOTIFICATION OF VACANCIES

I. A vacancy exists when all three of the following conditions are met: (1) a bargaining unit member is promoted, retires, resigns, is terminated or transferred or a new position is created; AND (2) the Superintendent has determined to continue with an existing position/assignment; AND (3) the Superintendent has not filled the position/assignment with a current bargaining unit member.

A. In the event of a vacancy, the Superintendent/designee shall notify the President of the Federation, by email, of the anticipated vacancy and offer the opportunity to meet with the BFT President/Designee prior to posting the vacancy to discuss and receive input regarding the posting of the vacancy (e.g., district needs, assignment changes, and special circumstances).

B. In the event school is not in session, the Superintendent/designee shall notify the President of the Federation by email and phone call/text. The current staff members shall have the right to apply for such vacancies for which such staff member is certified/licensed.

II. Employment advertisements for vacancies shall be posted to the District's electronic notification system concurrently with external advertisements. Advertisements will be posted for a minimum of five (5) calendar days.

III. Bargaining unit members, if interested in a vacancy, shall give notice of their interest by sending an email to the Superintendent, Union President and appropriate immediate supervisor *(i.e.,* building principal, Director of Pupil Services or both). Bargaining unit members who are properly certificated/licensed or will be properly certificated/licensed prior to the position's start date shall be granted an opportunity to interview for the vacancy.

IV. Vacancies which occur during the school year for any reason shall be filled on a temporary basis outside of the bargaining unit through the remainder of the school year or the period of leave, if applicable.

V. Vacancies due to a bargaining unit member's leave of absence for a full year, and those vacancies due to a bargaining unit member's leave of absence which are extended beyond a year, may be filled on a temporary basis outside of the bargaining unit. If that bargaining unit member extends their leave of absence beyond a full year, the district may continue the employment of the same individual filling the initial period of the leave of absence by offering a non-renewable limited contract up to (1) year in duration.

ARTICLE 12. PAYMENT OF UNUSED SICK LEAVE FOR RETIREMENT

I. A member employed by the Board of Education may elect, if eligible, at the time of retirement from active service under the State Teachers Retirement System, and with ten (10) or more years of service with the Board of Education, to be paid in cash for thirty percent (30%) of the value of the member's accrued but unused sick leave credit. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made

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only once to any teacher. The maximum payment that may be made shall be .30 of 275 (82.5 days), plus 1/12 of accumulated sick days over 275. Payments shall be made only upon fulfillment of the following conditions:

A. The employee must be in active service for the year immediately prior to retirement.

B. The rate paid will be the per diem rate of the employee's base contract in effect at the time of retirement. To calculate this rate, the employee's salary as determined only by Schedule A (including all credit hours) or Schedules B, C, or D, is divided by the number of workdays indicated in Article 17.

C. The employee must present satisfactory evidence of eligibility for STRS/SERS retirement to the Treasurer. Upon STRS/SERS retirement, one-half (1/2) of the severance payment will be made within 45 days of the effective date of retirement, with the balance being paid the following January. The deferral of severance pay to the 403(b) Severance Pay Plan must meet all applicable requirements of the Internal Revenue Code.

II. All severance payments shall be deposited in the 403(b) Severance Pay Plan.

A. Administrative fees for the 403(b) Severance Pay Plan shall be paid by the 403(b) Severance Pay Plan participants.

B. Any employee entitled to severance pay who is not an eligible participant in the 403(b) Severance Pay Plan due to age will continue to be eligible for severance payments under this Article.

C. Neither the Board nor any person or other entity guarantees any tax results associated with the 403(b) Severance Pay Plan.

D. In addition to an investment provider selected by the District for the 403(b) Severance Pay Plan, the District will add a second investment provider for the 403(b) Severance Pay Plan by December 31, 2025. Barring any extenuating circumstances, the second investment provider will remain an option through the duration of this collective bargaining agreement. The process for selecting the second investment provider for the 403(b) Severance Pay Plan shall include consultation with BFT leadership/designee prior to selection of the second investment provider.

E. Members shall submit their investment provider selection for the 403(b) Severance Pay Plan to the Treasurer in writing prior to the end of the member’s work year. The District shall implement the member’s selected investment provider selection for the 403(b) Severance Pay Plan provided the selection was submitted on time. If a member fails to submit their selection and/or fails to comply with the provider’s requirements, the member’s severance payments shall be withheld until such time as the member complies with this provision and with the provider’s requirements.

F. All payments to the 403(b) Severance Pay Plan shall comply with applicable requirements of the Internal Revenue Code.

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III. At the time of retirement from active service under the State Teachers Retirement System, a teacher with ten (10) or more years of service within the District will receive a Dedicated Service Award of $2,500 as long as the teacher notifies the Superintendent/designee in writing of retirement by March 15th of the year of retirement. The Dedicated Service Award will be paid out in the first pay in June.

ARTICLE 13. INSURANCE

I. A group-term life insurance policy will be provided for each employee. The amount of the policy for an employee shall be seventy-five thousand dollars ($75,000). The amount of the policy shall remain prorated for a part-time employee until December 31, 2025.

II. Health Insurance:

A. Eligibility. In order to be eligible for healthcare, prescription drug, dental and/or vision insurance coverages under this Contract, a bargaining unit member must regularly work no less than twenty-five (25) hours per week throughout the course of the member's regular work year.

1. The Board of Education can seek bids for all the various components of health care for similar coverage from any source and maintain the right to accept such bids.

2. The Board of Education may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall be comparable to the coverage provided by the present carrier(s) as of the effective date of this Contract.

3. While the Board of Education retains the final decision concerning the carrier(s), the Board of Education will consult with the Beachwood Health Care Committee prior to any change in carrier(s).

   a) At least two (2) members of the Beachwood Federation of Teachers, as determined by the BFT President, will be invited to join the Beachwood Health Care Committee. Representatives of other employee groups will also be invited to join the Beachwood Health Care Committee.

   b) The Committee shall meet no less than two (2) times each school year. The Health Care Committee shall review pertinent data and examine trends and opportunities. Representatives of each employee group will provide relevant information to their respective groups.

4. The Board of Education will also notify the Beachwood Federation of Teachers in writing at least thirty (30) days prior to any change in carrier(s). In the event of a change in carrier(s), pre-existing conditions will not be excluded from coverage.

B. Spousal Certification. If an eligible bargaining unit member's spouse is working or is

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retired and has healthcare, prescription drug, dental and/or vision insurance available to the member, that spouse is not eligible for such coverage under the District's insurance plan (healthcare, prescription drug, dental and/or vision). Upon the spouse's enrollment in their employer's/retirement system's insurance coverage plan, that coverage will become the primary payor of benefits, and the coverage by the Board will become the secondary payor of benefits provided the covered employee elected family coverage with the Board. Each bargaining unit member shall complete and submit the necessary documentation to the Board annually relating to the working/retired spouse's coverage. Failure of the bargaining unit member to do so shall result in the immediate loss of eligibility for the employee's spouse for healthcare, prescription drug, dental and/or vision.

1. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.

2. A spouse of an eligible bargaining unit member excluded from the District's healthcare and prescription drug insurance coverage under this section may participate in the District's dental and/or vision coverage if such coverage is not available through the spouse's employer.

3. A bargaining unit member, whose working/retired spouse is not eligible to participate in the District's insurance plans under this Article, has the right to have the member's eligible children on the District's insurance plans provided the member is eligible to participate in the District's insurance plans AND elects family coverage for each such insurance plan.

C. When two employees are married to each other, only one will be eligible to enroll in health, dental, prescription drug plan, and vision coverage for both.

D. Eligible bargaining unit members who elect to forgo at least healthcare and prescription drug insurance coverage provided by the Board shall be eligible for a one-time annual payment of $2,000. An eligible bargaining unit member's insurance coverage waiver shall apply to one full 12-month calendar year. The $2,000 annual payment shall be paid in 50% installments twice during the relevant 12-month coverage period (June and December) Eligible bargaining unit members who complete a partial employment year will receive a prorated payment commensurate with the partial employment year. This provision applies only to those bargaining unit members determined to be eligible for insurance coverage as defined in this Article.

E. Plan Designs.

1. Healthcare Insurance :

Benefit Type	Benefit Level
Deductible - Single/Family (network)	$ l,500/$3,000
Deductible - Single/Family (non-network)	$3,000/$6,000
Co-Insurance (network)	90%
Co-Insurance (non-network)	70%

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Co-Insurance Maximum - Single/Family (network)	$2,500/$4,500
Co-Insurance Maximum - Single/Family (non-network)	$5,000/$9,000
Annual Out of Pocket Maximum - Single/Family (network)	$4,000/$7,500
Annual Out of Pocket Maximum - Single/Family (non-network)	$8,000/$15,000
Telemedicine Copay	$25
Office Visit Copay- Primary Care	$25
Office Visit Copay - Specialist	$45
Emergency Room	$300
Non-Emergency Use of Emergency Room	Not Covered
Urgent Care Copay	$40
Care Coordinator	No Cost
Reference-Based Pricing for Specific Lab Services	Applicable

2. Prescription Drug Insurance: The prescription drug plan in the 2019-2022 collective bargaining agreement shall continue until December 31, 2022. The prescription drug is as follows:

Benefit Type*	**Benefit Level**
Generic Copay	$15 retail, 30-day supply $37.50 mail order, 90-day supply
Preferred Copay	$50 retail, 30-day supply $125 mail order, 90-day supply
Non-Preferred Copay	$75 retail, 30-day supply $187.50 mail order, 90-day supply
Specialty Drug Copay	$200 retail, 30-day supply

*The Rx Benefit will be a National Preferred Formulary program.

3. Dental Insurance:

Benefit Type	**Benefit Level**
Benefit Period Maximum (per member)	$1,000
Benefit Period Deductible (Single/Family)	$50 / $100
Preventive Services	100%, UCR
Restorative Services	80%, UCR after deductible
Complex Services	80%, UCR after deductible
Orthodontia	Not Covered

4. Vision:

Benefit Type	**Benefit Level**
Vision Exam	Every 12 months
Prescription Glasses (Lenses and Frames)	Every 24 months
Contact Lens Care	Every 24 months

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III. Contribution

A. Full-time (37.5 hours) bargaining unit members who enroll in health care coverage will pay, via automatic payroll deductions, premium shares of fifteen percent (15%) of the insurance premiums for healthcare, dental, vision, and the prescription drug plan.

B. Effective January 1, 2026, bargaining unit members who are scheduled at least twenty-five (25) hours per week, but less than thirty-seven and a half (37.5) hours per week, and enroll in health care coverage will pay, via automatic payroll deductions, premium shares of twenty-seven percent (27%) of the insurance premiums for healthcare, dental, vision, and prescription drug plans.

C. Until December 31, 2025, the contribution for bargaining unit members who are scheduled at least twenty-five (25) hours per week, but less than thirty-seven and a half (37.5) hours per week, and enroll in health care coverage will pay, via automatic payroll deductions, premium shares as set forth in the 2022-2025 BFT Master Contract.

D. Bargaining unit members who are scheduled less than twenty-five (25) hours per week are not eligible to participate in the healthcare, dental, vision, and prescription drug plans.

IV. Section 125 Flexible Benefits Plan. Bargaining unit members have the option to participate in the 125 Flexible Benefits Plan. This Plan allows employees to participate in medical reimbursement, dependent care reimbursement, and premium pass-through of employee contributions for insurances, together with annual carryover, up to the IRS maximum per the Plan. Information regarding this Plan is available through the Treasurer's office. There is an open enrollment period once during the calendar year. Any money left unused beyond the IRS maximum carryover in the medical reimbursement account plus any unused funds in the dependent care reimbursement accounts at the end of the calendar year plus two months and a half will be neither refundable nor usable at any time in the future. The Flexible Benefits Plan's medical reimbursement amount shall move to the IRS maximum.

V. Open Enrollment. The open enrollment period for healthcare, prescription drug, dental and vision insurance shall be from November 1st through December 1st of each calendar year. Failure to complete and submit the open enrollment form by December 1st will mean that the member is prohibited from electing any coverage until the following open enrollment period and shall not be eligible to receive some or all of the insurance waiver under Section II.D. of this Article.

ARTICLE 14. SALARY AND OTHER COMPENSATION

I. **2025-2026 Contract Year (2.5% increase in the base salaries with steps).** For the 2025-2026 contract year of this Agreement, bargaining unit members shall be compensated pursuant to the salary schedules at Appendix 4 applicable to the 2025-2026 contract year. For the 2025-2026 contract year, eligible bargaining unit members shall move one (1) step on the salary schedule from the step held by the bargaining unit member during the preceding contract year.

II. **2026-2027 Contract Year (2.75% increase in the base salaries with steps)**. For the 2026-2027 contract year of this Agreement, bargaining unit members shall be compensated pursuant to the salary schedules in Appendix 4 applicable to the 2026-2027 contract year. For the 2026-2027

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contract year, eligible bargaining unit members shall move one (1) step on the salary schedule from the step held by the bargaining unit member during the preceding contract year.

III. **2027-2028 Contract Year (3.0% increase in the base salaries with steps).** For the 2027-2028 contract year of this Agreement, bargaining unit members shall be compensated pursuant to the salary schedules in Appendix 4 applicable to the 2027-2028 contract year. For the 2027-2028 contract year, eligible bargaining unit members shall move one (1) step on the salary schedule from the step held by the bargaining unit member during the preceding contract year.

IV. **"Lane" Changes**. Throughout the duration of this Agreement, bargaining unit members shall be eligible to change "lanes" for additional semester hours on the applicable salary schedule in Appendix 4 provided that the member completes the coursework for the lane change by September 1st and submits the transcript(s) to the HR office by September 15th for review. Pay changes due to lane changes will take place on the second pay in October and be retroactive to September 1st.

V. Supplemental salaries for advisors, sponsors, and coaches will be recommended by the Superintendent of Schools based on a ratio of 1.0 at $5,700. Bargaining unit members with supplemental contracts shall be eligible for supplemental contract step increases throughout the duration of this Agreement.

VI. The percentage relationships between and among supplemental positions shown on Appendix 5 attached hereto shall not be added to without prior review by the Beachwood Federation of Teachers. See Appendix 5 for the list and percentages that apply to this section. Compensation for all supplemental positions will be based upon the number of years of previous experience for that supplemental position.

VII. All new supplemental positions will be reviewed by the Beachwood Federation of Teachers and the Superintendent/designee before they are created and posted.

VIII. The Board reserves the unfettered right to determine at all times who is "qualified" to coach or advise (certificated/licensed employee or not) and to not re-employ any coach or advisor after the coach/advisor’s one-year supplemental contract has expired.

IX. The following extra duty work during the summer shall be paid at the member’s per diem rate for:

A. Completing administration-approved work related to the Jon Peterson Special Needs Scholarship Program, ETRs, or IEP meetings.

B. The work described in Article 17, XVII; and

C. Other administration-approved work, such as extended contract year workdays for school counselors, library/media specialists, etc.

To calculate the per diem rate, the employee's salary as determined only by Schedules A (including all credit hours), B, C, or D is divided by the number of workdays indicated in Article 17, I and II. All other administration-approved extra duty work performed by members during the summer will be paid the Hourly Rate in Section X. of this Article.

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X. All administration-approved extra duty work performed by members during, before or after the workday as defined in Article 17, I and II will be paid the Hourly Rate. This work includes "spot sub" duty, ESY services, tutoring, 504 meetings, IAT or IEP meetings, training sessions, the work defined in Article 17, XXII, or other administration-approved extra duty work.

A. The Hourly Rate in effect during this Agreement is $45.

B. The Hourly Rate shall be prorated to any portion of an hour but no less than a quarter of an hour, and the member shall be paid in increments of a quarter-hour (rounded up to the next quarter hour unless the actual time spent was an increment of a quarter-hour (meaning actual time of 90 minutes will be paid as 1½ hours, 44 minutes will be paid as ¾ of an hour, and 50 minutes will be paid as 1 hour)).

C. Chaperone Work

1. Chaperoning on a workday shall be paid up to 8.5 hours at the Hourly Rate after the workday has concluded. This does not apply to any member on a related supplemental contract.

2. Members who chaperone a Board-approved overnight trip that occurs on a day that is not a workday will receive a stipend of $500 per day. This does not apply to any member on a related supplemental contract.

3. Members on a related supplemental contract, who chaperone a Board-approved overnight international trip that occurs on a day that is not a workday will receive a stipend of $500 per day. Members receiving this compensation do not qualify for compensation under subsections A. and B. of this section XIII.

XI. Newly hired members attending the new staff orientation will receive a stipend of $250.

XII. It may become necessary for building principals to assign building staff to substitute for an absent teacher. A member who is not otherwise assigned to teach at the time of the requested substitution will be paid the Hourly Rate when requested to substitute for an absent teacher by the building principal. A member who is assigned to teach at the time of the requested substitution will not be paid any additional amount if the building principal combines an absent teacher's class with the assigned teacher's class.

XIII. A bargaining unit member will advance one step on the applicable salary schedule, provided that: a) the member worked 120 school days or more during the preceding contract year; and b) the member has not already reached the maximum step on the applicable salary. For purposes of this provision, a member's use of approved leaves of any type, including but not limited to sick leave, maternity, paternity, and/or medical leave, do not count as days of work when calculating whether a member worked 120 school days or more during the preceding contract year.

XIV. Members compensated on Salary Schedule "D" (certificated/licensed staff who began their employment in the District on or after September 1, 2019) shall be eligible for tuition reimbursement up to $1,800 annually but subject to the following restrictions and conditions:

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A. Up to $50,000 shall be available for tuition reimbursement each year.

B. For each contract year (September 1st through August 31st) reimbursement shall occur by the following September 30th.

C. To be eligible for reimbursement under this provision, the member must:

1. obtain prior approval of the course(s) by the Beachwood Licensure Team/LPDC; and

2. have earned at least a grade of "B", or a "pass" in a course designated by the college or university as a "pass/fail" only course; and

3. submit to the Human Resource's Office an official transcript for the course(s) and a receipt showing that the tuition for the course (s) has been paid in full; and

4. be employed by the District on the last workday of the contract year during which the member completed the course(s).

D. Courses must be in an approved program for graduate coursework at a degree-granting institution and be appropriate to that member's assignment or licensure.

E. If, after completing the tuition reimbursement of eligible members for a contract year, there are remaining funds in the pool, those remaining funds will be carried over from contract year to contract year up to the maximum amount stated herein. Any accumulated unused monies available at the conclusion of the 2024-2025 contract year will be added to the $50,000 allotment for the 2025-2026 school year; however, the maximum carryover amount in subsequent years shall not exceed $25,000 (meaning that no more than $75,000 shall be available during any contract year after the 2025-2026 contract year).

F. The Treasurer shall inform the BFT President each October of those members receiving reimbursement for the preceding year and the amount of the reimbursement for each member.

G. If, after calculating all the members' respective reimbursement for the contract year, there are insufficient funds in the pool to provide each member with the maximum reimbursement available under this provision, the reimbursement for each eligible member shall be prorated based solely on a "per credit" basis.

H. Members not receiving the maximum annual reimbursement cannot re-apply for reimbursement in a succeeding year based on the same courses.

I. Under no circumstance shall any reimbursement amount exceed $1,800 per member in a single contract year.

J. There is no maximum number of credits for which an eligible member may request

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tuition reimbursement under this provision.

K. There shall be no reimbursement for books, other instructional materials, travel, parking, or other related costs.

ARTICLE 15. MANAGEMENT RIGHTS

I. The District retains the sole and exclusive right to manage its operations, buildings, plants, and to direct the working force consistent with the provisions of this Contract. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operations of the District and without limiting the generality hereof includes the right:

A. To utilize personnel methods and means in the most appropriate and efficient manner possible;

B. To manage, direct, supervise, and evaluate the employees of the District;

C. To hire, promote, transfer, assign, schedule, or retain employees in positions within the District;

D. To provide reasonable rules and provide the Union with a copy of the same;

E. To suspend and discharge or take other disciplinary action against employees for just cause;

F. To determine the size, composition, and adequacy of the workforce and to lay off employees in the event of lack of work or lack of funds;

G. To determine the mission of the employer as a unit of government;

H. Determine all matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the district, standards of services, its overall budget, utilization of technology and organizational structure;

I. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authorities; and in all respects carry out the ordinary and customary functions of management.

These aforementioned management rights shall be exercised in accordance with the provisions of the Contract and any other applicable law.

ARTICLE 16. FEDERATION RIGHTS

I. The Federation shall have access to school mailboxes and inter-school mail delivery.

II. The Superintendent will authorize the Federation a total of thirteen (13) days with pay per year to Federation members elected or chosen to serve on programs or in any capacity at Federation meetings, conferences, or conventions.

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A. The District shall assume substitute teacher costs for this leave for the first five (5) days of such leave.

B. The Federation shall assume substitute teacher costs incurred by the District for the remaining eight (8) days of such leave.

C. No more than five (5) members may use this leave on any one day.

III. During the period of their time in office, the BFT President and Vice-President shall be released from non-instructional time of not less than thirty (30) continuous minutes on Student Instruction days. This release time shall be scheduled by the building principal after consultation with the BFT President or Vice-President and shall utilize the BFT President's and Vice-President's passing time, before/after student arrival/departure, during class changes, and lunch/recess or other duties but shall not utilize "collaboration time" under Article 17 VII. E.. However, upon request and for good cause shown, the building principal may occasionally approve the use of this release time during BFT President's and Vice-President's assigned "collaboration time."

IV. Members shall not engage in political activities or political lobbying while using the leave described in Section II, the release time described in Section III, the BFT membership meeting described in Section V, the activities described in Sections VIII and IX, or during other district-paid work time.

V. The BFT President shall be granted one (1) hour for a BFT membership meeting during one (1) of the Professional Development workdays occurring prior to the start of Student Instruction days described in Article 17 IX.

VI. Administrator-Initiated Change of Building Assignments under Article 10 V. for BFT Building Representatives shall be completed before July 31st for the coming work year.

VII. The BFT President shall be notified at least forty-eight (48) hours in advance, excluding weekends and holidays, whenever possible, whenever the Superintendent or member of the Board of Education plans to recommend to the Board of Education any amendments, subtractions or modifications of Board of Education policies. A member shall be allowed to present the member's position on suggested changes at the Board of Education meeting on which the recommendation is to be a topic.

VIII. The BFT President shall receive electronic notification when the Board of Education agendas and minutes are posted. When there are walk-in resolutions pertaining to employment of BFT members, the walk-in resolutions will be emailed to the BFT President.

IX. In order to foster regular communications between the parties, the Superintendent/ designee and the President of the Federation will meet at least once per semester to discuss, explore, and study issues of concern to the Federation and District. Upon their mutual approval, they may make recommendations (including the establishment of committees) to clarify and/or revise the Master Contract, subject to the approval of the members of the Federation and the Board of Education. Additionally, representatives of the Board of Education and from the Federation will engage in a collaborative process to discuss, explore, and study the issues of the school calendar and student

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and staff safety and security within the Beachwood City School District.

X. A bulletin board (36" x 42") will be wall-mounted in the teachers' lounge of each building for the purpose of posting notices or information.

ARTICLE 17. WORKING CONDITIONS

I. The work year for members assigned to the middle school or high school is 186 workdays consisting of:

A. 176 workdays of Student Instruction
B. 3.5 workdays for Records
C. 4 workdays for Professional Development
D. 1 workday for Parent Teacher Conferences
E. 0.5 workdays for Open House
F. 1 workday consisting of two (2) Activities of 0.5 workdays each

II. The work year for members assigned to the preschool or one of the elementary schools is 186 workdays consisting of:

A. 175 workdays of Student Instruction
B. 3.5 workdays for Records
C. 4 workdays for Professional Development
D. 2 workdays for Parent Teacher Conferences
E. 0.5 workdays for Open House
F. 1 workday consisting of two (2) Activities of 0.5 workdays each

III. By July 1st each year, traveling teachers shall be notified of their assigned work year as either I. or II. above for that work year.

IV. Under no circumstances shall the composition and duration of the school year violate applicable Ohio law including but not limited to R.C. 3313.48 as amended. The work year shall be the school calendar approved by the Board of Education in conformity with this Article. The Board may schedule make-up time when school is closed more than five full school days during a school year unless additional make-up days are required to meet the minimum school year requirements under applicable law. Any make-up hours that the Board schedules in a given school year due to school closure shall be for student instruction and part of the regular work year for which no additional compensation shall be paid.

V. A full-time member’s regular five-day work week shall be 2,250 minutes, and the additional work time as described in IX.B below.

VI. A full-time member’s regular work day shall be 7.5 hours, and the additional work time as described in IX.B below.

VII. A Student Instruction workday refers to a day when students are expected to be present at school in accordance with the school calendar.

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A. Each Student Instruction workday shall include a 30-minute block of time for uninterrupted, duty-free lunch.

B. Instructional time shall not exceed 300 minutes per regular Student Instruction workday. Tutoring, middle school Advisory assignments, high school Academy assignments, and test proctoring will be considered instructional time. Planning time, passing time, collaboration time, supervising students before/after student arrival/departure and during class changes, lunch/recess or other duties, and travel between buildings shall not be considered instructional time. However, the amount of instructional time for members assigned to the high school teaching six (6) instructional periods will be calculated on a weekly basis and shall not exceed 1,500 minutes.

C. High school members (excluding those assigned six instructional periods) will schedule four (4) 25-minute Academy periods per regular 5-day work week with no more than two (2) Academy periods occurring before school. However, high school members assigned to teach six (6) courses will schedule two (2) 25-minute Academy periods per regular 5-day work week with no more than one (1) Academy period occurring before school. A high school member's Academy schedule of days and times must be submitted to the building principal before the start of each semester.

D. Planning time shall not be less than twenty percent (20%) of the teacher's assigned instructional time and shall not be scheduled in increments of less than fifteen (15) minutes.

1. Planning time shall be directed by the bargaining unit member to plan classroom lessons/programs, collaborate with colleagues, review student work, meet with students, and communicate/meet with parents.

2. Planning time for members primarily assigned as follows:

a) Grades K through 5 shall include a minimum of 50-minute continuous blocks of time each Student Instruction workday.

b) Grades 6 through 12 shall include a minimum of 40-minute continuous blocks of time each Student Instruction workday.

c) Preschool shall include a minimum of 40-minute continuous blocks of time five (5) days per 5-day work week with the exception of days when travel to Bryden School is required.

d) Traveling teachers shall include a minimum of 40-minute continuous blocks of time each Student Instruction workday and may include planning time in increments of less than 15 minutes to meet the 20% of their assigned instructional time requirement.

e) At the beginning of each work year, building principals will meet with BFT building representatives to create a prioritized (least disruptive first to student instructional time, second to planning time, and third to collaboration time)

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"spot sub" and coverage rotation list, including all available BFT members, followed by administration except under exceptional circumstances.

f) If directed by the principal/designee, a member shall perform "spot sub" duty or other assigned work (including meetings called by the principal/designee) during the member's planning time and shall be compensated under Section XI. of Article 14.

g) If directed by the principal/designee, a member shall perform coverage duty or other assigned work (including meetings called by the principal/designee) during their instructional or non-instructional time and shall not be compensated under Section XI. of Article 14.

h) When planning time for a member will be reduced below twenty percent (20%) of instructional time that week due to tornado drills, lockdowns, fire drills, field trips or release time to attend intra-district meetings, the district shall make a good faith effort to provide at least twenty percent (20%) of the teacher's assigned instructional time as planning time for a typical work week. During weeks with special schedules for assemblies or testing, planning time shall be at least twenty percent (20%) of the teacher's assigned instructional time for a typical work week.

i) Planning time shall not routinely be used to engage in personal business or to leave school grounds and shall not routinely be used for meetings/duties called by the building principal.

E. Non-instructional time makes up the remainder of the Student Instruction workday and shall be dedicated to student support and other work responsibilities as assigned by the principal/designee.

1. One type of non-instructional time is "collaboration time." Collaboration time refers to the dedicated non-instructional time for working with other teachers to plan, analyze data, and develop learning strategies, with input from the building principal, to improve student learning outcomes. Collaboration time will primarily be member-directed but subject to the Principal's oversight.

a) General education classroom teachers assigned to elementary buildings shall have a thirty (30) minute period of collaboration time included in their schedule of non-instructional time each Student Instruction workday. Other teachers (e.g. special education intervention specialists, gifted intervention specialists, reading specialists, English Language Learner teachers, School Counselors, and Unified Arts teachers) may be assigned a thirty (30) minute period of collaboration time in their schedule of non-instructional time as needed if deemed advisable by administration.

b) General education classroom teachers assigned to the middle school shall have a forty-two (42) minute period of collaboration time included in their schedule of non-instructional time during four (4) Student Instruction

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workdays in a 5-day work week. On the Meeting Day, there shall be no collaboration time scheduled; however, an additional planning period of forty-two (42) minutes will be provided. Other teachers (e.g. special education intervention specialists, gifted intervention specialists, reading specialists, English Language Learner teachers, School Counselors, and Unified Arts teachers) may be assigned a forty-two (42) minute period of collaboration time in their schedule of non-instructional time if deemed advisable by administration.

c) All members assigned to the high school shall have a twenty-five (25) minute period of collaboration time instead of Academy included in their schedule of non-instructional time on Meeting Days (defined below).

d) No member shall be assigned more than two (2) duties in one Student Instruction workday.

F. Teachers traveling between buildings shall not lose planning time nor lunch time due to travel between buildings. For teachers traveling between buildings, one-half hour per day shall be built into the schedule for lunch, as well as twenty-five minutes of travel time and set-up time between Bryden and Hilltop or twenty minutes of travel time and setup time for all other inter-district travel. Traveling teachers will be notified of the process to complete mileage forms for reimbursement.

VIII. A Records workday refers to a day directed by the member and dedicated to grading student assignments, completing progress reports, updating student records, managing school paperwork, setting up classrooms, and other work responsibilities. No meeting may be scheduled by administration on Records workdays.

IX. A Professional Development workday refers to a day directed by the administration and dedicated to members participating in activities designed to enhance professional practice, collaboration, and student learning outcomes and shall consist of the following:

A. Two (2) full Professional Development workdays will occur before the start of Student Instruction days.

1. The BFT leadership is encouraged to provide timely input on the format and content of these two (2) full Professional Development workdays. The BFT leadership will be invited to a meeting with the Administration before the end of the preceding school year to discuss these two (2) full Professional Development workdays for the coming work year, and administration will consider their input.

2. BFT members shall receive no less than a 60-minute lunch period during a full Professional Development workday; however, if a portion of a full Professional Development workday involves off-campus professional development, BFT members shall receive no less than a 30-minute lunch period during that full Professional Development workday.

B. Two (2) Professional Development workdays shall be scheduled as thirty (30) meetings

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of thirty (30) minutes each occurring before or after the regular workday. The schedule for the workdays containing the additional thirty minutes shall be provided to the members in advance of the work year by July 1st. The 30-minute meetings shall be combined with 15 minutes from the regular workday to create a 45-minute period for professional development. The workdays containing the additional thirty minutes shall be referred to as "Meeting Days."

1. No Meeting Days shall be scheduled on Fridays.

2. Meeting Days shall not be scheduled during work weeks containing Parent Teacher Conferences or Open Houses.

3. Attendance during this Professional Development time on a Meeting Day is mandatory.

    a) A Meeting Day's Professional Development shall not be subject to make-up if a calamity day occurs on that day.

    b) Members using their accumulated sick leave or personal leave in accordance with this Agreement on a Meeting Day shall not be required to make-up missed Professional Development from that day.

    c) A member who needs to miss some or all of this Professional Development time during a Meeting Day due to exceptional circumstances (but none of the regular workday) shall provide advance notice to the building principal, if reasonable, and that member shall then contact the building principal as soon as practicable with a date for the make-up work for the missed Professional Development. The building principal, within two (2) workdays, shall assign make-up work for the missed Professional Development to that member who shall complete the make-up Professional Development work within five (5) workdays. This make-up work will not exceed the work required of those members in attendance at the meeting.

    d) Absence without approval from this Professional Development time during a Meeting Day may be grounds for discipline.

X. A Parent Teacher Conference workday refers to a day directed by the administration and dedicated to engaging with the parents and guardians of District students about academic progress.

A. Parent Teacher Conference dates shall be provided to the members in advance of the work year by July 1st.

B. Traveling teachers shall be assigned their Parent Teacher Conference schedule in advance of the work year by July 1st. No member shall be required to attend more than two (2) scheduled Parent Teacher Conference workdays during a work year.

C. A Partial work year member shall attend the full Parent Teacher Conference(s) scheduled

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for the building(s) to which they are assigned. A Partial workday member shall attend Parent Teacher Conference(s) scheduled for the building(s) to which they are assigned in an amount of time proportional to their FTE.

D. Parent Teacher Conference workdays may have modified start and end times but will not end later than 6:30 pm.

E. Parent Teacher Conference workdays will be scheduled with a 30-minute uninterrupted, duty-free lunch and two (2) 15-minute breaks during which no conferences will be scheduled for a member.

XI. An Open House workday refers to a day designed and scheduled by the administration in collaboration with Team Leaders/Subject Coordinators and dedicated to engaging with the parents and guardians of District students.

A. Open House dates shall be provided to the members in advance of the work year by July 1st.

B. Traveling teachers shall be assigned one (1) Open House in advance of the work year by July 1st.

C. Partial workday and Partial work year members shall attend the full Open House.

XII. One (1) Activity shall be administration-assigned. One (1) Activity shall be member-selected from a list of member-designed Activities.

A. All Activities shall be designed to satisfy at least two (2) of the following community engagement objectives:

1. build relationships with student families, community members, and/or alumni,
2. create an inclusive environment with student families, community members, and/or alumni,
3. foster mutual learning among student families, community members, and/or alumni.

B. Each Activity shall be no more than 2.75 hours in duration and will occur outside of the regular workday.

C. By June 1st each year, administration shall notify each member of their administration-assigned Activity. Administration-assigned Activities shall not be scheduled on Fridays, Saturdays, Sundays, holidays, evenings immediately preceding holidays, or outside of the school year calendar. Administration-assigned Activities shall be designed to maximize member involvement and shared preparation as appropriate among members. These administration-assigned Activities may include building-wide groupings, grade level groupings, subject area groupings, or other theme-based groupings involving large groupings of members.

D. By April 15th each year, BFT leadership shall provide administration with a draft list of member-designed Activities. Through good faith efforts and consensus decision-making

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completed by May 1st each year, BFT leadership and administration shall finalize the list of member-designed Activities and agree on relevant considerations such as the scheduling of these Activities and the appropriate member(s) to participate in the Activities. Beginning May 2nd each year and continuing until June 1st, BFT leadership shall share with administration the Activity selected by each member. Any member who fails to select one of the Activities from the list of member-designed Activities for which they are appropriate by June 1st shall be assigned an Activity by the administration with no less than 1 month of advance notice during that school year.

E. The District's Calendar of Everything BFT tab shall be the primary document for assigned dates.

F. Partial workday members and partial work year members whose FTE is .67 or greater shall attend two (2) full Activities. Partial workday members and partial work year members whose FTE is less than .67 shall attend one (1) full administrative-assigned Activity.

G. A member who is unable to report to work due to personal illness or other reason qualifying as paid sick leave under this Agreement on a day with an assigned Activity shall be charged 1.5 sick days (1 sick day for the regular workday and 0.5 sick days for the Activity). A member who completes their regular workday but is unable to attend their Activity due to personal illness or other reason qualifying as paid sick leave under this Agreement shall be charged 0.5 sick days for the missed Activity. In lieu of using their paid sick leave, members may be offered the opportunity to make up this Activity if deemed advisable by administration.

H. A member using a personal day under this Agreement on a day with an assigned Activity shall be charged 1.5 personal days (1 personal business day for the regular workday and 0.5 personal business days for the Activity). A member who completes their regular workday but misses their Activity due to personal business leave used in accordance with this Agreement shall be charged 0.5 personal business days for the missed Activity. In lieu of using their personal business leave, members may be offered the opportunity to make up this Activity if deemed advisable by administration.

XIII. Part-Time Members

A. The calculation of the FTE for a partial workday member or partial work year member shall be based on the total amount of work hours (including lunch if applicable) in that member's work year as a proportion of the full-time member's workday and work year under I, II, V, and VI.

1. The total amount of work hours for a partial workday member or partial work year member shall include the hours worked under X.C. for Parent-Teacher Conferences, XI.C. for Open House, XII.F. for Activities, and the hours assigned to work under A., B., and C. in Sections I and II.

2. Records days shall be assigned proportionally to the partial workday member or partial work year member's FTE.

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3. All partial workday members or partial work year members shall be assigned two (2) full Professional Development workdays under IX.A.

    a) Partial workday members or partial work year members may be assigned Professional Development workdays under IX.B. provided that the assigned Professional Development workdays under IX.B. may not create a divided workday for that partial workday member.

    b) Partial work year members will not be assigned to attend the Professional Development workdays under IX.B when they are not otherwise scheduled to work.

4. The amount of Instructional time for partial workday members or partial work year members shall be proportional to that member's FTE.

5. Planning time for partial workday members or partial work year members shall not be less than twenty percent (20%) of the teacher's assigned instructional time and shall not be scheduled in increments of less than fifteen (15) minutes.

6. Partial workday members shall have a contiguous workday. If a partial workday member's workday or partial work year member's workday exceeds four and a half (4.5) hours of work time (excluding lunch time), that member's workday shall include a thirty (30) minute duty-free, uninterrupted lunch. If a partial workday member's workday or partial work year member's workday is four and a half (4.5) hours or less of work time (excluding lunch time), that member's workday shall not include a thirty (30) minute duty-free, uninterrupted lunch.

7. Non-instructional time, including but not limited to passing time, collaboration time, supervising students before/after student arrival/departure and during class changes, lunch/recess or other duties, and travel between buildings shall be assigned if deemed advisable by administration

8. A work calendar showing all work times and workdays for each partial workday member or partial work year member shall be provided to the member and the BFT President by August 1st in advance of each school year.

9. Except for the Audiologist position, part-time members employed by the District as of the last member workday of the 2024-2025 contract year shall maintain their current FTE or greater during the 2025-2026 contract year if they are reemployed for that contract year, unless the member voluntarily agrees to a reduction of their FTE.

XIV. For members who agree to teach one or more College Credit Plus (CCP) courses in the district, the district will reimburse members for the expenses associated with becoming an accredited adjunct professor or obtaining other certifications necessary to teach the CCP course. The reimbursable expenses are the registration and tuition for additional coursework and the instructional materials or software for the additional coursework. Additional costs associated with the coursework (e.g., mileage, parking charges, library fees, and sales tax) are not reimbursable. All in-person or remote coursework is subject to the prior approval of the Superintendent/designee. A member shall not be required to teach a CCP and AP course during the same class period.

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XV. Members will not be required to teach an independent study course.

XVI. Jon Peterson Special Needs Scholarship Program (JPS).

A. Work assignments relating to JPS (*e.g.* IEP-writing and evaluations) shall take into consideration the bargaining unit member's overall workload/IEP caseload requirements. JPS students shall be counted as part of a member's caseload.

B. Bargaining unit members with assignments related to JPS will be provided an opportunity to meet with the Director of Pupil Services to discuss and collaborate regarding the member's workload including initial evaluations, annual reviews, IEPs and reevaluations by September 1st, December 1st, and March 1st each work year.The bargaining unit member may request that the Director of Pupil Services arrange for the attendance of the appropriate building administrator at this meeting.

C. If the District determines that an increase in assignments related to JPS will have a negative material impact on the workload of the school psychologists, speech-language pathologists, occupational therapists, and/or intervention specialists, the District, in consultation with the affected members, will take the following steps: assign/reassign work within the District; and when deemed necessary by the District, outsource a reasonable portion of JPS-related work.

D. In the event an initial JPS evaluation referral is submitted in the last thirty (30) calendar days of the school year, the Director of Pupil Services will meet with the affected members of the evaluation team within five (5) workdays to:

1. assign/reassign work within the District JPS work to be completed prior to the conclusion of the work year,

2. seek volunteer bargaining unit members for summer JPS work (paid at the member's per diem rate) that may be completed during the summer, and/or

3. when deemed necessary by the District, outsource a reasonable portion of JPS-related work.

XVII. Those bargaining unit members assigned as intervention specialists, speech-language pathologists, occupational therapists and physical therapists:

A. shall be provided the opportunity to work, at the member's per diem, one (1) day during the summer, scheduled at the discretion of the member with the approval of the Director of Pupil Services; and

B. may be requested to work, at the member's per diem, one (1) day during the summer for the purpose of meeting with the parents/guardians of students on their caseloads, which the Director of Pupil Services will schedule in consultation with the member.

XVIII. Those bargaining unit members assigned as intervention specialists shall receive in-District release time in the amount of one (1) full day of release time per year for every eight (8) students

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assigned to the member's caseload up to a maximum of three (3) days, as follows: 1 release day for 1-8 assigned students; 2 release days for 9-16 assigned students; and 3 release days for 17+ assigned students.

XIX. Due to the varied nature of the work responsibilities of those bargaining unit members assigned as school counselors, library media specialists, nurses, school psychologists, instructional tutors, audiologists, speech-language pathologists, occupational therapists, and physical therapists, the daily work schedule of such individuals shall be based on the following influencing factors as may be applicable to each assignment: caseload, college counseling/admissions, student testing, services required by IEPs and 504s, IEP/504 and evaluation team meetings, collaboration with nonpublic schools, and student needs. Planning time shall be included in such bargaining unit members' work schedules as needed.

XX. If requested by a teacher, the principal and/or director of pupil services shall provide an opportunity to meet and discuss the IEP/504 students assigned to that teacher's classes provided that the teacher first discussed the students' needs, services and accommodations with the case manager and/or school counselor.

XXI. The workday for speech-language pathologists, occupational therapists, physical therapists, school counselors, and psychologists is generally comprised of direct and indirect student services reflecting the current and future needs of the District and its students. The District recognizes each speech-language pathologist's, occupational therapist's, physical therapist's, school counselor's, and psychologist's right to allocate the member's work time between direct and indirect student services in collaboration with District administration. Within fifteen (15) school days of the start of each school year and at such other times as needed, speech-language pathologists, occupational therapists, physical therapists, school counselors, and psychologists will develop and share a flexible allocation of direct and indirect services during the member's workdays/workweeks.

XXII. Additional Compensation

If a teacher's participation is needed for a meeting commencing before or after the workday or are requested to perform other work outside the workday (e.g. chaperoning, training, curriculum writing), the teacher will be compensated at the rate set forth in Section XI. of Article 14 for the actual time of services rendered before or after the workday. Said actual time shall be worked and submitted in 15-minute increments.

XXIII. A proposed school calendar will be developed collaboratively by representatives of the Board of Education and the Federation, including the first and last day of the school year, breaks, and holidays. The proposed school calendar will be submitted to the Board of Education for its consideration. The Board of Education may modify the proposed calendar in its discretion prior to its final approval of the school calendar.

XXIV. Professional Conduct/Appearance

All members of the Beachwood City School District educational community should maintain ethical and professional conduct. Bargaining unit members will wear business casual clothing at all times while they are carrying out their job responsibilities for the Board of Education.

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Exceptions to the business casual standard may be made for appropriate assignments (physical education, woodshop, etc.) upon the prior approval of the building principal and for special event school days by the building principal. Any bargaining unit member who requests an exemption from any of these requirements for medical or religious reasons should do so with the member's building principal. Staff cell phones must be silent during instructional times, except in the case of an extreme emergency.

XXV. Travel Reimbursement. Eligible teachers shall receive reimbursement at the Internal Revenue Service rate then in effect.

XXVI. Teacher Discipline

A. Before any disciplinary action is taken against a bargaining unit member, the member shall have the right to attend a pre-disciplinary conference. Prior to the pre-disciplinary conference, the District shall provide written notice of the basis of the possible discipline. At the pre-disciplinary conference, the member shall be given the opportunity to be represented, respond to the basis of possible discipline, and present relevant information.

B. While investigating an allegation of misconduct relating to a member, the Board may place the member on paid administrative leave during the pendency of the investigation. Prior to any member being placed on paid administrative leave, the Superintendent/designee shall consider alternatives to paid administrative leave in light of the various interests of the member under investigation, other staff members, students, and parents and shall provide the opportunity for the affected member and their union representative to meet and discuss the paid administrative leave. The Superintendent/designee shall inform the BFT President of the rationale for placing an employee on a paid administrative leave and confer with the BFT President on a regular basis during the investigation.

C. Discipline may take the form of a verbal warning (which shall be documented in writing as a verbal warning), written reprimand, suspension without pay or termination of employment and shall be signed by the member acknowledging receipt and placed in the member's personnel file.

D. Disciplinary action shall be for just cause.

E. If the District determines that disciplinary action is warranted, the disciplinary action will be reduced to writing, given to the bargaining unit member, and placed in the member's personnel file. All bargaining unit members are responsible for familiarizing themselves with the applicable rules and regulations governing employment in the Beachwood City School District which include but are not limited to the rules and regulations contained in the Master Contract, the Licensure Code of Professional Conduct for Ohio Educators and relevant provisions of the Ohio Revised Code and Ohio Administrative Code.

F. For any circumstance in which the Superintendent or other district administrator intends to report teacher misconduct to the State Board of Education of Ohio or other state agency, the Superintendent shall provide the member an opportunity to meet and discuss the matter prior to reporting.

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ARTICLE 18. CERTIFICATION/LICENSURE AND CONTRACTS

I. Certification

A. No member shall be required to substitute on a regular basis in a field outside the member's area of certification for a period of time not to exceed two (2) weeks except in an emergency situation.
B. The Board of Education shall make available to all teachers a copy of their certificate. It is the responsibility of the teacher to renew the certification.

II. Limited Contracts

A. The Board of Education shall make best efforts to offer limited contract teachers who are to be re-employed a contract prior to June 1st.

B. A contract shall be considered renewed unless notification is given on or before June 1st.

C. At or before the conclusion of the second post-observation conference during any contract year, the evaluator shall inform the teacher in writing if the member is under consideration for a recommendation of non-renewal. This requirement does not apply to those teachers whose actions or inactions occurred or were discovered after the second post-observation conference that may be the basis of a non-renewal recommendation; in this event, the District will promptly provide written communication of same to the affected bargaining unit member and the BFT President. A meeting will be scheduled at the request of the bargaining unit member, BFT President or Superintendent/designee.

D. In order to be considered for continuing contract status during the second semester of any school year, a teacher must notify the Superintendent/designee by October 31st of the member's intent to be considered for continuing contract status and must have completed the educational requirements under Ohio Revised Code 3319.11 and 3319.08 by January 15th of that year or be within six (6) semester hours.

E. Failure to submit notification by October 31st of the member's intent to be considered for continuing contract status will be considered a voluntary waiver of continuing contract status eligibility for the succeeding school year.

F. Extended Limited Contract Option for Tenure-Eligible Teachers. If a teacher, who is eligible to be considered for continuing contract status, has experienced problems based upon observations and evaluations/appraisals, the member may be placed--by June 1st--on an extended limited contract not to exceed two (2) years upon the recommendation of the Superintendent and the simple majority approval of the Board of Education provided that: i) the Superintendent/designee prepares a written notice to the teacher containing the reasons directed at professional improvement and suggested means of improvement; and ii) the Superintendent/designee meets with the teacher and a BFT representative to deliver this notice to the member prior to June 1st. The Superintendent/designee will give written notice of the Board's action to the teacher no later than June 1st. Upon subsequent re-employment of the teacher, only a continuing contract may be entered into. This

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provision also applies to teachers who have attained tenure elsewhere. This provision specifically supersedes the relevant portions of O.R.C. 3319.11(C).

ARTICLE 19. EVALUATION OF MEMBERS NOT SUBJECT TO OTES

This Article provides the evaluation system for bargaining unit members who are not subject to the Ohio Teacher/Ohio School Counselor Evaluation System as implemented by the Board (Non-OTES/OSCES members).

I. Non-OTES/OSCES members shall receive an orientation to the evaluation process prior to being evaluated. The evaluator shall, prior to conducting an initial observation, introduce oneself to the Non-OTES/OSCES member being evaluated.

II. There shall be district-approved evaluation forms for the Non-OTES/OSCES members. By September 30th of each school year, the District will provide the evaluation procedures and forms to the Non-OTES/OSCES members. Changes to the evaluation instrument will be determined by the Superintendent.

III. Evaluations shall be conducted by those designated as building administrators or under district administrative contract.

IV. Limited Contract Non-OTES/OSCES Members. In any school year in which the Board of Education may wish to declare its intention not to re-employ a Non-OTES/OSCES member with a limited contract or extended limited contract, the District shall evaluate the Non-OTES/OSCES member in accordance with the District's established evaluation practices. Evaluations shall be conducted at least twice in the school year in which the Board of Education may wish to declare its intention not to re-employ the Non-OTES/OSCES member. One (1) evaluation shall be conducted and completed no later than the thirty-first day of December, and the Non-OTES/OSCES member being evaluated shall receive a written report of the results of this evaluation not later than the fifteenth day of January. One (1) evaluation shall be conducted and completed between the tenth day of February and the first day of May, and the Non-OTES/OSCES member being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May. Unless necessitated by inadvertent oversight or the Non-OTES/OSCES member's and/or administrator's absence from school, the evaluation cycle will be completed no later than the first day of May and the Non-OTES/OSCES member being evaluated shall be given the results of the evaluation not later than the tenth day of May.

V. Continuing Contract Non-OTES/OSCES Members. The District shall evaluate Non-OTES/OSCES members with continuing contract status in accordance with the District's established evaluation practices. The procedures shall require that each continuing contract Non-OTES/OSCES member be evaluated at least once during a three-year period. Unless necessitated by inadvertent oversight or the Non-OTES/OSCES member's and/or administrator's absence from school, the evaluation cycle will be completed no later than the first day of May, and the Non-OTES/OSCES member being evaluated shall be given the results of the evaluation not later than the tenth day of May.

VI. The Board of Education's evaluation procedures shall include, but not be limited to:

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A. Criteria of expected job performance in the areas of responsibility assigned to the Non-OTES/OSCES member being evaluated;

B. Limited Contract Non-OTES/OSCES Members.eAt least one (1) observation for not less than thirty (30) minutes shall precede each written evaluation;

C. Continuing Contract Non-OTES/OSCES Members.eAt least one (1) observation for not less than thirty (30) minutes shall precede the written evaluation;

D. A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the Non-OTES/OSCES member being evaluated and regarding the means by which the Non-OTES/OSCES member may obtain assistance in making such improvements.

Observations shall not occur within fifteen (15) school days of each other, unless requested by the Non-OTES/OSCES member or necessitated by inadvertent oversight or the Non-OTES/OSCES member's and/or administrator's absence from school.

ARTICLE 20. EVALUATION COMMITTEE

I. The Board, in consultation with the District's Ohio Teacher Evaluation System Evaluation Committee (OTES EC) and the Ohio School Counselor Evaluation System Evaluation Committee (OSCES EC) as established by this Article, may modify its evaluation system for bargaining unit members subject to the Ohio Teacher Evaluation System (OTES teachers).

II. The OTES and OSCES Evaluation Committees

A. Composition of the OTES EC and the OSCES EC

1. OTES EC - Ten (10) bargaining unit members selected by the President of the Federation plus the President of the Federation; and five (5) administrators, one of whom shall be the Superintendent.

2. OSCES EC - Three (3) bargaining unit members selected by the President of the Federation plus the President of the Federation/Designee; and three (3) administrators, one of whom shall be the Superintendent/Designee.

3. The Superintendent shall serve as the chairperson of the EC.

B. Responsibilities of the EC

1. To meet, review, discuss, and attempt in good faith to reach consensus regarding any modifications proposed by the Board to its evaluation systems and the related documents for OTES/OSCES members or when the Superintendent and Union President agree to discuss perceived needs and issues regarding the evaluation system for OTES/OSCES members, and/or when required by applicable Ohio law; and

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2. To consult with other bargaining unit members and administrators when necessary or desirable.

3. To create, maintain, and adjust the evaluation timelines and procedure documents.

C. Compensation of OTES EC and OSCES ECMembers

1. Members of the ECs shall be granted release from their regular duties to attend meetings of the ECs and to perform such other work as may be required by the ECs.

2. Each member of the ECs shall be paid the hourly rate in Section XI. of Article 14 for any hours rendered outside the regular workday.

3. In the event that other bargaining unit members shall be called upon by the ECs to perform work for the ECs outside of the regular workday or professional development activities, said members shall be compensated in accordance with Section XI. of Article 14.

D. Miscellaneous

1. The decisions of the ECs shall be achieved through consensus.

2. In the event that consensus cannot be reached after good-faith efforts, the Superintendent shall exercise final decision-making authority for any such matter under consideration by the OTES EC and/or the OSCES EC.

ARTICLE 21. HIGHLY QUALIFIED

I. Notification. On or about November 15th, the Superintendent/designee will notify any bargaining unit member that the member's certification/licensure is deficient and/or the member has failed to attain or lost "highly qualified" status under the No Child Left Behind Act of 2001. Within 30 days of notification from the Superintendent/designee, the member will respond and submit relevant information to the Superintendent/designee regarding the alleged certification/licensure deficiency and/or the member's "highly qualified" status. Failure of the Superintendent/designee to notify the member under this Article does not relieve the member of possessing an appropriate certification/licensure or maintaining "highly qualified" status under the No Child Left Behind Act of 2001.

II. Compliance Period. During the period from the date of notification of the Superintendent/ designee (on or about November 15th) to August 15th, the member will take steps to correct the deficient certification/licensure or attain "highly qualified" status under the No Child Left Behind Act of 2001. On or about June 15th, the member will schedule a meeting with the Superintendent or his designee to show compliance. Completion of compliance or sufficient assurance thereof will be provided by August 15th.

III. Administrative Leave. Failure of the member to correct the certification/licensure deficiency or

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attain "highly qualified" status under the No Child Left Behind Act of 2001 may result in the member being placed on an unpaid administrative leave of up to one (1) year duration. The purpose of the administrative leave is for the member to correct the member's certification/licensure deficiency and/or attain "highly qualified" status under the No Child Left Behind Act of 2001. During this leave, the member will earn seniority credit but not advance on the salary schedule.

IV. Ramifications. Failing to correct the member's certification/licensure deficiency and/or attain "highly qualified" status under the No Child Left Behind Act of 2001 within the period of administrative leave (not later than August 15th of the following year), may be grounds for termination under section 3319.16 of the Ohio Revised Code.

V. The Superintendent may require that bargaining unit members assigned as intervention specialists or gifted interventionists obtain an additional "highly qualified teacher" status provided that: (i) the District pays the cost of required coursework that will not be submitted for educational credit on the applicable salary schedule; and (ii) the bargaining unit member will receive a one-time stipend of $1,699 for each "highly qualified teacher" status obtained. The coursework is subject to the prior approval of the Superintendent/ designee. The bargaining unit member will obtain the additional "highly qualified teacher" status by the start of the next school year provided the bargaining unit member is notified by September 15th of the current year. The stipend under this subsection shall be $1,733 for the 2023-2024 contract year and $1,772 for the 2024-2025 contract year.

ARTICLE 22. STRS/SERS PICK-UP

The Board of Education's automatic "pick-up" of the bargaining unit member's portion of the retirement system salary contribution through the salary reduction/reinstatement method will continue for the duration of this Agreement. The Board of Education will not deduct federal or state taxes on the amount of the member's contribution to the retirement system, and appropriate notations will be made on the member's W-2 form. The amount designated as "picked up" by the Board of Education shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement, provided however, that no employee's total gross income shall be increased by such "pick up" nor shall the Board of Education's total contribution to the STRS/SERS be increased thereby. This procedure shall remain in effect so long as the revenue rulings permit such "pick-up" and it is otherwise legal.

ARTICLE 23. REDUCTION IN FORCE

I. When the Board of Education decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction for any of the following reasons:

A. Return to duty of regular teachers after approved leaves of absence;
B. Suspension of schools;
C. Decreased enrollment of the pupils in the District;
D. Territorial changes affecting the District; and
E. Financial reasons.

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II. In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Superintendent shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations and shall use the following procedures to implement this provision:

A. Prior to making a reduction in force, the Superintendent/designee shall identify those teachers whose teaching field, as defined by this Article, is affected by the need to reduce the number of teachers employed by the Board (hereinafter, "RIF Pool");

B. Next, the Superintendent/designee shall exclude any teacher from the RIF Pool who previously attained continuing contract status within the Beachwood City School District provided however that this requirement shall not apply where the RIF Pool contains only teachers with continuing contract status;

C. Next, the Superintendent/designee shall review written evaluations together with any related materials (hereinafter, "Evaluation") of each teacher in the RIF Pool. This review shall consider the Evaluations completed for the most recent three (3) Evaluation Years, if available, for each teacher in the RIF Pool. An Evaluation Year shall mean all Evaluations completed within one (1) school year. Based solely upon the review of each teacher's Evaluations during the most recent three (3) Evaluations Years (if available), the Superintendent/designee shall rank the teachers in the RIF Pool using Objective and Measurable Standards. If a teacher in the RIF pool does not have any completed Evaluations, the teacher shall be ranked as having the lowest overall Evaluation. While developing the Objective and Measurable Standards, the Superintendent/designee shall provide to Union representatives an opportunity to meet and discuss any draft(s) of the Objective and Measurable Standards. Any meeting occurring under this subsection shall be collaborative in nature. The Superintendent/designee shall give due consideration to input provided by Union representatives regarding the draft(s) of the Objective and Measurable Standards. The Superintendent retains the final authority to determine the Objective and Measurable Standards.

D. Next, the Superintendent/designee shall select for reduction in force the teacher(s) in the RIF Pool with the lowest overall Evaluations. If the Superintendent/ designee determines, after following the process in the preceding paragraph, that two or more teachers in the RIF Pool have the same ranking, the Superintendent/ designee shall use seniority as the tiebreaker.

E. Prior to implementing a reduction in force, the Superintendent/designee shall provide an opportunity to the Union President to meet, discuss and confirm the Superintendent/designee's application of the procedures under Section B of this Article and any corresponding calculations. Also prior to implementing the reduction in force, the Superintendent/designee shall provide an opportunity to the Union President and the teacher(s) subject to the reduction in force to meet and discuss the reduction in force.

III. On a case-by-case basis, in lieu of suspending a contract in whole, the Board of Education may suspend a contract in part, so that an individual is required to work a percentage of the time the

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employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

IV. Teaching field shall generally mean the teacher's area of licensure/certification under 3319.22 of the Ohio Revised Code and the corresponding sections of the Ohio Administrative Code, including but not limited to O.A.C. Section 3301-24-05. Where no license/certification is offered for a particular teaching assignment, "teaching field" shall mean the particular teaching assignment.

V. Any reassignment of teachers necessitated by a reduction in force under this Article shall be the sole responsibility of the Superintendent. The Superintendent will use assignment/reassignment to minimize the need for and the number of reductions in force. However, the Superintendent shall have no obligation to reassign a limited contract teacher affected by a reduction in force if:

A. The teacher is not licensed/certificated to teach in the position of reassignment; And/Or

B. The teacher has not taught in the subject matter of the position of reassignment within the last five (5) years; or the teacher has not earned nine (9) semester hours in the subject matter of the position of reassignment within the last five (5) years.

VI. Teachers whose continuing contracts are suspended, in full or part, by the Board of Education, pursuant to this Article, shall have the first right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for rehiring/restoring a teacher, except when making a decision between teachers who have comparable evaluations. This means that the Superintendent/designee shall follow the procedures in Section B.c. of this Article to determine the teacher(s) with the highest overall Evaluations and shall restore such teacher(s) to employment provided such teacher(s) is/are properly licensed to teach in the restored teaching position(s).

VII. For one (1) calendar year from the effective date of the reduction in force, teachers whose limited contracts are suspended, in full or part, by the Board of Education, pursuant to this Article, shall have the second right of restoration by the Board if and when teaching positions become vacant or are created for which any of such limited contract teachers are or become qualified. Seniority shall not be the basis for rehiring/restoring a teacher, except when making a decision between teachers who have comparable evaluations. This means that the Superintendent/designee shall follow the procedures in Section B.c. of this Article to determine the teacher(s) with the highest overall Evaluations and shall restore such teacher(s) to employment provided such teacher(s) is/are properly licensed to teach in the restored teaching position(s).

VIII. Prior to implementing a restoration, the Superintendent/designee shall provide an opportunity to the Union President to meet, discuss, and confirm the Superintendent/ designee's application of the procedures under Sections F and G of this Article and any corresponding calculations. Also prior to implementing the restoration, the Superintendent/designee shall provide an opportunity to the Union President and the teacher(s) subject to the restoration to meet and discuss the restoration.

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IX. Any continuing service status or limited contract teacher on the restoration list will have fifteen (15) calendar days from receipt of the letter of restoration from the Board of Education to accept restoration or the teacher will have waived any right to restoration. No teacher whose continuing or limited contract has been suspended pursuant to this Article shall lose that right of restoration to their previous status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

X. "Seniority" shall be based on the following principles:

A. Seniority shall be determined by continuous and uninterrupted length of service as a bargaining unit member by classification in the Beachwood City School District. Seniority shall be measured from the member's first day of paid work for the Beachwood City School District as a bargaining unit member.

B. Approved leaves of absence while employed as a teacher in the District shall not constitute a break in service for the purpose of calculating seniority provided that the teacher returned to work in the District immediately upon the expiration of the approved leave of absence.

C. In order to qualify for a year of service for seniority purposes, the teacher must work or been on an approved leave of absence at least one hundred and twenty (120) days during the contract year.

D. A member who has worked part-time in the Beachwood City School District prior to the 2006-07 school year shall be awarded seniority service credit as if the member worked full-time for each year of employment in the District prior to the 2006-07 school year.

E. For teachers who work part-time in the Beachwood City School District during or after the 2006-07 school year, the teacher will be given seniority service credit as follows:

1. If the teacher was not hired in the District on a part-time status but became part-time through no request or other action of the teacher, the teacher would be awarded seniority service credit for each year of such part-time service in the District as if the teacher worked full-time.

2. For all other teachers working part-time in the District during any contract year, the teacher will be given seniority service credit on a proportionate basis. For example, a teacher working half-time for six (6) consecutive years will have accumulated three (3) years of seniority for the purposes of this Article.

F. In the event of a tie in seniority, the tiebreakers shall be applied in the following order:
1. Total number of years as a teacher in Ohio public schools;
2. Highest degree held;
3. Hours earned after last degree awarded;
4. Date the Board of Education approved the hiring of the teacher; and
5. Draw lots.

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G. No seniority is earned for employment outside of the bargaining unit represented by the Beachwood Federation of Teachers, AFT, Local 1468, including but not limited to any substitute teaching, classified employment, or administrative service within the Beachwood City School District (excluding interim administrative experience within the Beachwood City School District up to one (1) year). If bargaining unit member departs the bargaining unit, remains in the employment of the Beachwood City School District and subsequently returns to service within the bargaining unit, the individual will retain their previously earned seniority except that the member will lose one year of previously earned seniority for each year of service outside of the bargaining unit.

XI. Each school year by October 15th the District shall post electronically a seniority list of all members in the Beachwood City School District, and each member shall be listed in order of seniority by current contract status, then date of hire, and Member's current certifications will also be listed. The seniority list will be deemed correct unless a bargaining unit member rejects it by contacting the District's Human Resources Office within ten (10) workdays after it has been posted in each school building of the District.

XII. Teacher as used in this Article shall mean a member of the bargaining unit represented by the Beachwood Federation of Teachers, AFT, Local 1468.

ARTICLE 24. NEGOTIATING PROCEDURES

I. Statement of Principles.

A. The Board of Education and the Federation state that the purpose of the procedures established in this document is to provide a means for harmonious and cooperative relationships between the Board of Education and the certificated/licensed employees through collective negotiations and to protect the public and the welfare of Beachwood school children by assuring orderly and uninterrupted operation of the public school system.

B. It is recognized and agreed that the Board of Education is an official body duly elected by the community to discharge its authority as defined by the laws of this state, and statements within this document shall not be construed to prevent the Board of Education from complying with its duty.

C. "Good faith" negotiation, as provided for in this document, includes, but not by way of limitation, reasonable positions on bargainable issues; an indicated willingness to reach an agreement thereon; setting forth, evaluating, or agreeing to proposals with sound, reasonable fiscal, professional and administrative consideration; a search for counter proposals to proposals not accepted; but does not compel either party to agree to a proposal or require the making of a concession. However, breach of existing agreements; engaging in or condoning unlawful or improper conduct, sanctions, threats, or other means of coercion; making unexplained changes in position; and raising new and additional issues calculated to avoid the reaching of an agreement; or violating any of the principles or procedures in this document shall constitute a breach of "good faith."

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D. Representatives of the Board of Education and the Federation shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination.

II. Subjects of Negotiations.

Representatives of the Board of Education and the Federation will negotiate in "good faith" a professional salary schedule, a grievance procedure, and such other terms and conditions of employment within the authority of the Board of Education to resolve as the parties may agree are proper subjects of negotiation.

III. Requests for Negotiation.

If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment which are within the authority of the Board of Education to resolve, it shall notify the other party in writing not later than April 1 st of the year in which the contract will expire. Notification in writing from the Federation shall be addressed to the Superintendent. Notification in writing from the Board of Education shall be addressed to the President of the Federation.

IV. Bargaining.

A. Alternative Models. The Board of Education and the Federation may enter into an alternative negotiation model by mutual agreement. Such an agreement must be in writing and establish the general rules for the alternative negotiation model.

B. Traditional Model. Unless the parties agree otherwise, the parties will use the traditional negotiation model.

C. Initial Meeting. Within 15 days of the written request for negotiation, the parties will meet to discuss and decide whether they will use an alternative negotiation model or the traditional negotiation model.

V. Negotiation Meetings.

A. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

B. Meetings shall be scheduled at reasonable intervals, places, and time and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.

C. Negotiation meetings shall be closed to the press and the public.

D. Either party may recess for caucuses of reasonable length at any time.

E. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.

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VI. Representation.

Unless otherwise agreed to by the parties, representation at negotiating meetings shall be limited to six (6) representatives of the Board of Education and six (6) Federation members.

VII. Assistance and Study Committees.

A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

VIII. Information.

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

IX. News Releases.

A courtesy copy of written releases concerning negotiations given to news media or to the public by either party shall be provided to the other party.

X. Agreement.

A. Tentative agreements on negotiated items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

B. Final agreement shall be reached when the Federation and the Board of Education ratify or approve the final negotiated package. The negotiators of both parties shall urge ratification and approval. If ratified and approved by both parties, the agreement shall then be signed by the parties and shall be entered as an official resolution of the Board of Education.

C. The purpose of the tentative agreements is to develop a package that will be submitted to the Federation and the Board of Education for ratification and approval. Initialing of the tentative agreements shall be done in "good faith."

D. The tentative agreements may be brought back to the table during negotiation sessions when it is believed that it will result in progress toward developing a final package. Each of the tentative agreements brought back to the table shall be discussed.

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XI. Disagreement.

A. The parties shall commence negotiations for a successor agreement on or before February 1st of the year in which the current Contract expires. If agreement is not reached within ninety (90) days following commencement of negotiations, either party may at any time thereafter request the services of a mediator through the Federal Mediation & Conciliation Service, and the cost, if any, of such mediating services shall be shared equally by the Board of Education and the Federation. However, if after sixty (60) days from the commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days.

B. A party requesting the services of a federal mediator shall submit a request in writing to the Cleveland regional office of the Federal Mediation and Conciliation Service for a federal mediator. This mediator shall serve in said capacity until either a successor agreement is reached or impasse is declared.

C. The use of a federal mediator, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. This procedure supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The mediation period shall be as the parties may agree in writing at the initial meeting or on some other date. In the absence of such an agreement, the mediation period shall expire no later than the termination date of this Contract, although nothing shall foreclose the parties from continuing to utilize the services of the federal mediator after the mediation period expires or the contract terminates.

XII. Term.

A. Unless terminated or changed by mutual consent of the parties, the procedures set forth in this document and the terms thereof governing its application and interpretation will remain in force so long as recognition of the Federation as exclusive negotiations representative of Board of Education-employed certificated/licensed personnel continues.

ARTICLE 25. NON-TRADITIONAL LEARNING VENUES

I. Subject to the requirements of Article 17, the Board may offer interactive distance learning, on-line courses, hybrid courses, dual enrollment courses, flexible credit programs, remote learning, College Credit Plus options, accelerated learning opportunities, and such other non traditional coursework to the students of the Beachwood City School District and assign instructional, student supervision, and/or grading responsibilities associated with such offerings to bargaining unit members.

II. Remote Learning

A. Remote learning may only be used in exceptional circumstances when traditional in-person classroom learning is not available in one or more buildings (e.g. public health emergency).

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B. Remote learning shall not be used when school is closed for short periods of time due to weather or other public calamity except in cases of school closure longer than three (3) consecutive school days with advance notice of one (1) calendar day to staff and families.

C. Remote learning may be used as make-up days by agreement of the BFT President and Superintendent.

III. No teacher shall lose their job as a result of the implementation of this Article.

IV. Non-traditional learning venue teachers will be responsible for setting up and using the equipment according to training guidelines.

V. Teaching students in non-traditional learning venues will be considered instructional time for the purposes of the member's workday under Article 17.

ARTICLE 26. BEACHWOOD LICENSURE TEAM/LPDC

I. Mission. The mission of the Beachwood Licensure Team (BLT) is to set policy and review professional development goals for certification and license renewal for Beachwood City School District educators. Professional development will focus on experiences that coordinate district, school, and individual initiatives that are grounded in best knowledge and practice. These experiences shall be directly related to enhancing student performance. This committee serves as an affiliate of the Beachwood Curriculum Council.

II. BLT Organization

A. The Beachwood Licensure Team (BLT) will have six (6) members: one (1) district administrator and five (5) educators (one from each building).

B. At least one member of the BLT must be a member of the Executive Board of the Beachwood Federation of Teachers. At least one (1) member of the BLT must be a member of the Curriculum Council.

C. A chairperson will be selected annually from among the five (5) building members. The chairperson will call the meetings and set the agenda. The chairperson will receive a stipend for additional duties equal to the ratio contained within the supplemental salary schedule, including experience levels. Educator members will be compensated at the current workshop rate for non-school or summer hours.

D. Educator vacancies will be filled by volunteers. Building members will be replaced by an educator from that building. An election will be run by the Building Committee if there is more than one (1) volunteer. Administrative vacancies will be filled by appointment of the Superintendent.

III. BLT Responsibilities

A. The responsibilities of the committee members of the BLT shall be to:

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1. Set standards for professional growth
    a) Set guidelines for professional development units (PDUs)
    b) Set operating procedures to attain PDUs
    c) Serve as an advocate for professional development

2. Implement the process for Individual Professional Development Plans
    a) Accept and approve IPDPs
    b) Maintain files/records
    c) Monitor five (5) year plans
    d) Engage in the appeals process

3. Grant prior and final approval for professional development activities for relicensing and salary credit
    a) Process paperwork for coursework, workshops, and activities
    b) Maintain files/records using the district-approved online program

4. Provide a link between individual educator needs for staff development and district initiatives
    a) Be knowledgeable about the staff development and school improvement plans of the Beachwood City School District
    b) Communicate the licensure process to new employees
    c) Communicate changes in procedures and policies
    d) Use discretion in discussion of BLT matters

5. Make recommendations regarding re-licensure

B. To attain these responsibilities, the BLT will meet after school or in the evening a minimum of once a month. Meetings will be announced via e-mail announcements. Minutes from each meeting will be maintained and stored, with access subject to current policies, agreements, and the Sunshine Law. A quorum consisting of four (4) of the six (6) members is required for voting to take place provided that the district administrator is present. Decisions will be based on a majority vote of the attending members.

C. A member who fails to attend three consecutive BLT meetings may be removed from the committee by the unanimous vote of the other committee members. If an educator is removed, a new member will be selected by the BLT from a pool of volunteers in a way that maintains representation from all buildings. If an administrator is removed, the position will be filled by appointment of the Superintendent.

IV. Individual Professional Development Plan

A. All Beachwood City School District employees who do not hold a permanent certificate are required to create an Individual Professional Development Plan (IPDP) using the district-approved online program. This plan should be based on the needs and identified initiatives of the individual educator, the students, the school, and the school district. The IPDP must be submitted for review by the BLT by December 1st immediately following the issuance of the current certificate/license. New employees must submit an IPDP by

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December 1st immediately following their first day of work. The IPDP must include the following documents an employee profile form and the specific IPDP. IPDP information is available using the district-approved online program.

B. The BLT will review all IPDPs for approval. The BLT can request that an employee rewrite and resubmit an IPDP to meet with their building representative and/or the committee if an IPDP is not approved.

V. Professional Development Framework

A. Licenses initiated or renewed under the Ohio Department of Education standards require an educator to create an IPDP to be completed during the five years of the license. An IPDP requires a minimum of 180 contact hours that includes two graduate semester hours for 60 of these hours and the remaining 120 hours in any combination of graduate semester credit hours, continuing education units (CEUs), and/or professional development units (PDUs). The relationship between these is shown below:

1 contact hour = 1 PDU
1 CEU = 10 PDUs = 10 contact hours
1 graduate semester credit hour = 3 CEUs = 30 PDUs = 30 contact hours

B. Courses, workshops, and activities that earn credits or PDUs for completion of an IPDP and/or increases on the salary scale must be pre-approved by the BLT. Form 3, which is available using the district-approved online program, should be completed and submitted to the BLT prior to the commencement of any program. One PDU is received for each hour of participation in activities that do not earn college credits of CEUs.

VI. Appeals

A. In the event that an educator disagrees when an IPDP is rejected by the BLT, the member may pursue the following appeals process:

Step 1: The educator requests a face-to-face meeting with the BLT. After this meeting, the BLT may accept, reject, or request a modification to the plan.

Step 2: If the educator still disagrees with the decision of the BLT, the member may request an appeal hearing. The appeals committee will consist of one BLT representative, one educator representative, and the Superintendent/designee. The appeals committee has the authority to accept, reject, or request a modification to the plan.

Step 3: If, and only if, a resolution to the plan cannot be reached after completing Step 2 of the appeals process, the educator has the right to appeal to the State Department of Education and/or seek legal representation.

VII. Reciprocity

A. The Beachwood City Schools Licensure Team will honor hours completed under IPDPs approved by other districts for an educator hired by the Board of Education.

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Modifications to an existing plan may be required so that the IPDP fits the initiatives of the Beachwood City Schools. The educator's IPDP may be requested and reviewed as part of the application process.

ARTICLE 27, RESIDENT EDUCATOR

Pursuant to applicable law, the District has established an Ohio Resident Educator (RE) Program and will continue to maintain the Program as long as it is legally required. Mentors for the RE Program shall be compensated pursuant to a supplemental duty contract as set forth in Appendix 5. In the absence of the RE Program or another state program requiring mentoring of newly licensed teachers, the District will continue to provide mentoring to newly licensed teachers, and the Board retains the authority to design such a program with input from the Union.

ARTICLE 28. STRS CONTRIBUTIONS RELATING TO TPO

I. The following provision is intended to provide STRS service credit for services rendered as an elected Federation officer by bargaining unit members to the Federation under STRS Rule 3307-6-01. For the purpose of this provision, the Federation shall be considered a teacher professional organization under Section 4117.01 of the Ohio Revised Code.

II. The implementation of this provision is subject to the approval of STRS. If STRS determines that this provision is not compliant with applicable STRS rules and regulations, this provision shall be null and void.

III. Only bargaining unit members who serve as elected officers of the Federation shall be eligible for additional STRS service credit for services rendered to the Federation under STRS Rule 3307-6-01.

IV. The parties agree that the Board of Education shall not incur any additional costs under this provision or as a consequence of the additional service credit for services rendered by eligible bargaining unit members to the Federation under STRS Rule 3307-6-01.

V. In July of each year, the Federation will forward to the Board of Education's Treasurer a certification of the amount of payment to be made by the Federation to its elected officers, together with the corresponding employees' and employer's shares of STRS contributions on such amounts paid by the Federation. The Treasurer will notify the Federation of the maximum amount of salary paid by the Federation to each officer that is eligible for STRS payment on compensation for services rendered to the Federation in accordance with STRS Rule 3307-6-01.

VI. The Treasurer will forward the contributions to STRS, provided however such amounts do not exceed the maximum allowable under applicable STRS rules and regulations. Any amounts in excess of the maximum allowable under STRS rules and regulations shall be returned to the Federation.

ARTICLE 29. CONTRACT OPERATION

I. If any article or section of this Contract should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be

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restrained by a court pending a final determination of validity, the remainder of this Contract will not be affected thereby. In the event any article or section has been held invalid as set forth above, the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. If the parties cannot reach agreement, either party may initiate the "Disagreement" provisions of Article 24.

II. This Contract constitutes the entire agreement between the parties, and it supersedes and cancels all prior and contemporaneous understandings not specifically set forth herein. This Contract may not impede the Board of Education's ability to comply with applicable federal and state laws and regulations including but not limited to the Americans with Disabilities Act, Fair Labor Standards Act, Family Medical Leave Act of 1993, Individuals with Disabilities Education Act of 1997, Individuals with Disabilities Improvement Act of 2004, No Child Left Behind Act of 200 I, Rehabilitation Act, and any preceding versions and/or future amendments thereto.

ARTICLE 30. SIGNATURE LETTER

Whereupon, the authorized representatives of the BFT and the Board of Education have set forth their signatures hereunder this seventh (7th) day of August, 2025.

Signed by: Pam Crossman
7DADE5F4AF9A470...
Pam Crossman, BFT President

Signed by: Robert P. Hardis
C10C8E4FA84040B...
Dr. Robert Hardis, Superintendent

Signed by: Karen Solonche
DA3124DD68914AB...
Karen Solonche, BFT Negotiating Team

DocuSigned by: Matt Brown
05A01559CDC8416...
Matt Brown, Treasurer/CFO

DocuSigned by: Jodi Fish
188EFF4907A4487...
Jodi Fish, BFT Negotiating Team

Signed by: Dr. Ken Veon
B8FDF9050880492...
Dr. Ken Veon, Asst. Superintendent

DocuSigned by: Casey Matthews
8354B7E130AB4EB...
Casey Matthews, BFT Negotiating Team

Signed by: Dr. Jennifer Polak
6E9D525B577C4C8...
Dr. Jen Polak, Dir. of Pupil Services

DocuSigned by: Diana Romanoff
A3FAD703FF224B3...
Diana Romanoff, BFT Negotiating Team

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APPENDIX 1

DUES DEDUCTIONS

Beachwood Federation of Teachers
AFT/OFT Local #1468

I hereby authorize the Beachwood City School District Board of Education to make twenty-four (24) consecutive and equal payroll deductions (or 12 deductions for part-time employees working less than .5 FTE) in my payroll checks/payments to pay my annual dues for Beachwood Federation of Teachers, AFT/OFT Local #1468. I understand that the deductions will continue unless I notify the Beachwood City School District Board of Education that the deductions are to be canceled.

Deduction amount per pay: _____*

Payment is to be forwarded to: Beachwood Federation of Teachers, AFT/OFT Local #1468

_____
Signature

_____
Date

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APPENDIX 2

CANCELLATION OF DUES DEDUCTIONS

Beachwood Federation of Teachers
AFT/OFT Local #1468

I hereby notify the Beachwood City School District Board of Education to cancel all dues deduction from my salary checks for the Beachwood Federation of Teachers, AFT/OFT Local #1468 starting with my next paycheck.

_____
Signature

_____
Date

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APPENDIX 3

WAIVER OF INSURANCE BENEFITS

Effective _____, I hereby waive the following coverages under the Beachwood City School District Board of Education's health insurance program:

[ ] Medical /Prescription
[ ] Dental
[ ] Vision

Employee Signature _____

Date _____

cc: Personnel File
Payroll Department

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APPENDIX 4

Salary Schedules

There are four (4) certificated/licensed staff salary schedules: Schedule A for certificated/licensed staff who began teaching in Beachwood before November 22, 1993; Schedule B for those who began teaching in Beachwood on or after November 22, 1993 but before September 1, 2009; and Schedule C for certificate/licensed staff who began teaching in Beachwood on or after September 1, 2009 but before September 1, 2019; and Schedule D for those who began teaching in Beachwood on or after September 1, 2019. All certificated/licensed staff placed on Schedules B, C, and D shall receive no additional earned credit hour compensation until they have earned and accumulated the hours necessary to move laterally on the salary schedule to the next salary lane.

Written approval must be requested in advance for all semester hour credits beyond the BA and MA schedules and the courses must meet the requirements of Board Policy and District Rules to the satisfaction of the Superintendent.

Certificated/Licensed Salary Schedule A
(For Certificated/Licensed Staff Who Began Teaching in Beachwood before November 22, 1993)

For staff on Schedule A, $188 for each semester hour of approved credit earned after the awarding of the master's degree shall be added to the MA to the limits of 60 hours beyond the MA.

2025-26					
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+60**
15	95,561	101,168	106,771	117,747	129,361

2026-27					
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+60**
15	98,189	103,950	109,707	120,985	132,918

2027-28					
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+60**
15	101,135	107,069	112,998	124,615	136,906

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Certificated/Licensed Salary Schedule B
(For Certificated/Licensed Staff Who Began Teaching
in Beachwood on or after November 22, 1993 but before September 1, 2009)

2025-26									
Step	**BA**	**BA+12**	**BA+24**	**MA**	**MA+12**	**MA+24**	**MA+36**	**MA+48**	**MA+60**
13	95,561	97,657	99,753	110,821	113,145	115,467	117,790	120,113	122,435
14	95,561	100,642	102,738	114,283	116,607	118,930	121,252	123,576	125,898
15	95,561	100,642	102,738	117,747	120,070	122,393	124,716	127,039	129,361

2026-27									
Step	**BA**	**BA+12**	**BA+24**	**MA**	**MA+12**	**MA+24**	**MA+36**	**MA+48**	**MA+60**
13	98,189	100,343	102,496	113,869	116,256	118,642	121,029	123,416	125,802
14	98,189	103,410	105,563	117,426	119,814	122,201	124,586	126,974	129,360
15	98,189	103,410	105,563	120,985	123,372	125,759	128,146	130,533	132,918

2027-28									
Step	**BA**	**BA+12**	**BA+24**	**MA**	**MA+12**	**MA+24**	**MA+36**	**MA+48**	**MA+60**
13	101,135	103,353	105,571	117,285	119,744	122,201	124,660	127,118	129,576
14	101,135	106,512	108,730	120,949	123,408	125,867	128,324	130,783	133,241
15	101,135	106,512	108,730	124,615	127,073	129,532	131,990	134,449	136,906

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Certificated/Licensed Salary Schedule C
(For Certificated/Licensed Staff Who Began Teaching
in Beachwood on or after September 1, 2009 but before September 1, 2019)

2025-26								
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**	**MA+60**
1	59,725	62,346	64,967	69,265	72,168	75,074	77,976	80,879
2	61,663	64,282	66,902	71,510	74,413	77,315	80,220	83,124
3	63,598	66,219	68,839	73,753	76,656	79,559	82,463	85,367
4	65,532	68,154	70,773	75,999	78,900	81,802	84,706	87,611
5	67,467	70,090	72,709	78,240	81,143	84,047	86,952	89,855
6	69,405	72,024	74,645	80,484	83,386	86,290	89,194	92,098
7	71,342	73,961	76,582	82,728	85,632	88,534	91,437	94,341
8	73,277	75,896	78,516	84,973	87,875	90,777	93,682	96,587
9	75,211	77,832	80,452	87,215	90,120	93,022	95,925	98,829
10	77,146	79,767	82,387	89,460	92,362	95,266	98,170	101,074
11	79,084	81,703	84,324	91,704	94,605	97,507	100,415	103,317
12	81,018	83,640	86,260	93,946	96,849	99,754	102,658	105,561
13	82,955	85,575	88,194	96,191	99,094	101,997	104,901	107,804
14	84,889	87,511	90,130	98,433	101,339	104,240	107,145	110,048
15		89,446	92,066	100,678	103,581	106,483	109,388	112,293
16			94,002	102,922	105,825	108,727	111,632	114,537
17			95,938	105,166	108,068	110,971	113,876	116,779
18			97,872	107,408	110,313	113,216	116,119	119,022
19			99,809	109,651	112,554	115,460	118,363	121,267
20			101,746	111,895	114,800	117,703	120,607	123,510
22			103,681	114,139	117,044	119,948	122,849	125,755
25			105,615	116,385	119,287	122,190	125,093	127,999
27				118,626	121,531	124,435	127,339	130,242

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Certificated/Licensed Salary Schedule C
(For Certificated/Licensed Staff Who Began Teaching
in Beachwood on or after September 1, 2009 but before September 1, 2019)

2026-27								
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**	**MA+60**
1	61,367	64,061	66,754	71,170	74,153	77,139	80,120	83,103
2	63,359	66,050	68,742	73,477	76,459	79,441	82,426	85,410
3	65,347	68,040	70,732	75,781	78,764	81,747	84,731	87,715
4	67,334	70,028	72,719	78,089	81,070	84,052	87,035	90,020
5	69,322	72,017	74,708	80,392	83,374	86,358	89,343	92,326
6	71,314	74,005	76,698	82,697	85,679	88,663	91,647	94,631
7	73,304	75,995	78,688	85,003	87,987	90,969	93,952	96,935
8	75,292	77,983	80,675	87,310	90,292	93,273	96,258	99,243
9	77,279	79,972	82,664	89,613	92,598	95,580	98,563	101,547
10	79,268	81,961	84,653	91,920	94,902	97,886	100,870	103,854
11	81,259	83,950	86,643	94,226	97,207	100,188	103,176	106,158
12	83,246	85,940	88,632	96,530	99,512	102,497	105,481	108,464
13	85,236	87,928	90,619	98,836	101,819	104,802	107,786	110,769
14	87,223	89,918	92,609	101,140	104,126	107,107	110,091	113,074
15		91,906	94,598	103,447	106,429	109,411	112,396	115,381
16			96,587	105,752	108,735	111,717	114,702	117,687
17			98,576	108,058	111,040	114,023	117,008	119,990
18			100,563	110,362	113,347	116,329	119,312	122,295
19			102,554	112,666	115,649	118,635	121,618	124,602
20			104,544	114,972	117,957	120,940	123,924	126,907
22			106,532	117,278	120,263	123,247	126,227	129,213
25			108,519	119,586	122,567	125,550	128,533	131,519
27				121,888	124,873	127,857	130,841	133,824

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Certificated/Licensed Salary Schedule C
(For Certificated/Licensed Staff Who Began Teaching
in Beachwood on or after September 1, 2009 but before September 1, 2019)

2027-28								
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**	**MA+60**
1	63,208	65,983	68,757	73,305	76,378	79,453	82,524	85,596
2	65,260	68,032	70,804	75,681	78,753	81,824	84,899	87,972
3	67,307	70,081	72,854	78,054	81,127	84,199	87,273	90,346
4	69,354	72,129	74,901	80,432	83,502	86,574	89,646	92,721
5	71,402	74,178	76,949	82,804	85,875	88,949	92,023	95,096
6	73,453	76,225	78,999	85,178	88,249	91,323	94,396	97,470
7	75,503	78,275	81,049	87,553	90,627	93,698	96,771	99,843
8	77,551	80,322	83,095	89,929	93,001	96,071	99,146	102,220
9	79,597	82,371	85,144	92,301	95,376	98,447	101,520	104,593
10	81,646	84,420	87,193	94,678	97,749	100,823	103,896	106,970
11	83,697	86,469	89,242	97,053	100,123	103,194	106,271	109,343
12	85,743	88,518	91,291	99,426	102,497	105,572	108,645	111,718
13	87,793	90,566	93,338	101,801	104,874	107,946	111,020	114,092
14	89,840	92,616	95,387	104,174	107,250	110,320	113,394	116,466
15		94,663	97,436	106,550	109,622	112,693	115,768	118,842
16			99,485	108,925	111,997	115,069	118,143	121,218
17			101,533	111,300	114,371	117,444	120,518	123,590
18			103,580	113,673	116,747	119,819	122,891	125,964
19			105,631	116,046	119,118	122,194	125,267	128,340
20			107,680	118,421	121,496	124,568	127,642	130,714
22			109,728	120,796	123,871	126,944	130,014	133,089
25			111,775	123,174	126,244	129,317	132,389	135,465
27				125,545	128,619	131,693	134,766	137,839

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Certificated/Licensed Salary Schedule D
(For Certificated/Licensed Staff Who Began Teaching in Beachwood on or after September 1, 2019)

2025-26					
Step	**BA**	**BA+15**	**MA**	**MA+30**	**MA+60**
1	51,050	53,613	56,722	61,847	66,972
2	52,588	55,150	58,260	63,385	68,510
3	54,125	56,688	59,797	64,922	70,047
4	55,663	58,225	61,335	66,460	71,585
5	57,200	59,763	62,872	67,997	73,122
6	59,250	61,813	65,435	70,560	75,685
7	61,300	63,863	67,997	73,122	78,247
8	63,350	65,913	70,560	75,685	80,810
9	65,400	67,963	73,122	78,247	83,372
10	67,450	70,013	75,685	80,810	85,935
11	69,500	72,063	78,247	83,372	88,497
12	71,550	74,113	80,810	85,935	91,060
13	73,600	76,163	83,372	88,497	93,622
14	75,650	78,213	85,935	91,060	96,185
15			88,497	93,622	98,747
16			91,060	96,185	101,310
17			93,622	98,747	103,872
18			96,185	101,310	106,435
19			98,747	103,872	108,997
20			100,797	105,922	111,047
22			102,847	107,972	113,097
25			106,947	112,072	117,197
27			111,047	116,172	121,297

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Certificated/Licensed Salary Schedule D
(For Certificated/Licensed Staff Who Began Teaching in Beachwood on or after September 1, 2019)

2026-27					
Step	**BA**	**BA+15**	**MA**	**MA+30**	**MA+60**
1	52,454	55,087	58,282	63,548	68,814
2	54,034	56,667	59,862	65,128	70,394
3	55,613	58,247	61,441	66,707	71,973
4	57,194	59,826	63,022	68,288	73,554
5	58,773	61,406	64,601	69,867	75,133
6	60,879	63,513	67,234	72,500	77,766
7	62,986	65,619	69,867	75,133	80,399
8	65,092	67,726	72,500	77,766	83,032
9	67,199	69,832	75,133	80,399	85,665
10	69,305	71,938	77,766	83,032	88,298
11	71,411	74,045	80,399	85,665	90,931
12	73,518	76,151	83,032	88,298	93,564
13	75,624	78,257	85,665	90,931	96,197
14	77,730	80,364	88,298	93,564	98,830
15			90,931	96,197	101,463
16			93,564	98,830	104,096
17			96,197	101,463	106,728
18			98,830	104,096	109,362
19			101,463	106,728	111,994
20			103,569	108,835	114,101
22			105,675	110,941	116,207
25			109,888	115,154	120,420
27			114,101	119,367	124,633

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Certificated/Licensed Salary Schedule D
(For Certificated/Licensed Staff Who Began Teaching in Beachwood on or after September 1, 2019)

2027-28					
Step	**BA**	**BA+15**	**MA**	**MA+30**	**MA+60**
1	54,028	56,740	60,030	65,454	70,878
2	55,655	58,367	61,658	67,082	72,506
3	57,281	59,994	63,284	68,708	74,132
4	58,910	61,621	64,913	70,337	75,761
5	60,536	63,248	66,539	71,963	77,387
6	62,705	65,418	69,251	74,675	80,099
7	64,876	67,588	71,963	77,387	82,811
8	67,045	69,758	74,675	80,099	85,523
9	69,215	71,927	77,387	82,811	88,235
10	71,384	74,096	80,099	85,523	90,947
11	73,553	76,266	82,811	88,235	93,659
12	75,724	78,436	85,523	90,947	96,371
13	77,893	80,605	88,235	93,659	99,083
14	80,062	82,775	90,947	96,371	101,795
15			93,659	99,083	104,507
16			96,371	101,795	107,219
17			99,083	104,507	109,930
18			101,795	107,219	112,643
19			104,507	109,930	115,354
20			106,676	112,100	117,524
22			108,845	114,269	119,693
25			113,185	118,609	124,033
27			117,524	122,948	128,372

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Preschool Instructor
Salary Schedule

	2025-26		2026-27		2027-28	
STEP	**BA**	**MA**	**BA**	**MA**	**BA**	**MA**
1	41,732	43,232	42,880	44,421	44,166	45,754
2	42,775	44,275	43,951	45,493	45,270	46,858
3	43,844	45,344	45,050	46,591	46,402	47,989
4	44,940	46,440	46,176	47,717	47,561	49,149
5	46,064	47,564	47,331	48,872	48,751	50,338
6	47,216	48,716	48,514	50,056	49,969	51,558
7	48,396	49,896	49,727	51,268	51,219	52,806
8	49,606	51,106	50,970	52,511	52,499	54,086
9	50,846	52,346	52,244	53,786	53,811	55,400
10	52,117	53,617	53,550	55,091	55,157	56,744
11	53,420	54,920	54,889	56,430	56,536	58,123
12	54,756	56,256	56,262	57,803	57,950	59,537
13	56,125	57,625	57,668	59,210	59,398	60,986
14	57,528	59,028	59,110	60,651	60,883	62,471
15	58,966	60,466	60,588	62,129	62,406	63,993
16	60,440	61,940	62,102	63,643	63,965	65,552
17	61,951	63,451	63,655	65,196	65,565	67,152
18	63,500	65,000	65,246	66,788	67,203	68,792
19	65,088	66,588	66,878	68,419	68,884	70,472
20	66,715	68,215	68,550	70,091	70,607	72,194
21	66,715	68,215	68,550	70,091	70,607	72,194
22	68,383	69,883	70,264	71,805	72,372	73,959
23	68,383	69,883	70,264	71,805	72,372	73,959
24	68,383	69,883	70,264	71,805	72,372	73,959
25	70,093	71,593	72,021	73,562	74,182	75,769
26	70,093	71,593	72,021	73,562	74,182	75,769
27	71,845	73,345	73,821	75,362	76,036	77,623

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Instructional Tutor
Salary Schedule

	2025-26			2026-27			2027-28	
STEP	**BA**	**MA**		**BA**	**MA**		**BA**	**MA**
1	42,566	49,372		43,737	50,730		45,049	52,252
2	42,566	49,372		43,737	50,730		45,049	52,252
3	42,566	49,372		43,737	50,730		45,049	52,252
4	46,110	53,507		47,378	54,978		48,799	56,627
5	46,110	53,507		47,378	54,978		48,799	56,627
6	46,110	53,507		47,378	54,978		48,799	56,627
7	51,848	59,646		53,274	61,286		54,872	63,125
8	51,848	59,646		53,274	61,286		54,872	63,125
9	51,848	59,646		53,274	61,286		54,872	63,125
10	56,714	65,818		58,274	67,628		60,022	69,657
11	56,714	65,818		58,274	67,628		60,022	69,657
12+	63,819	74,029		65,574	76,065		67,541	78,347

Instructional tutors will receive all the benefits of regular teachers (with the choice of compensation for additional hours earned as in the past), but are **NOT** eligible for tenure. However, years accrued as an instructional tutor will be granted as experience steps on the teacher salary schedule if/when the tutor is hired as a classroom teacher. Instructional Tutors are certificated teachers who function in a support role for students. They work with individuals or small groups to assist students who need extra time and/or alternative instruction to master the learning goals and complete the learning activities designed and assigned by classroom teachers. In addition, they may assist students with organizational skills, provide alternative testing environments, and maintain contact with both teachers and parents. They may assist in the writing of IEPs or 504s. They shall not be used to replace regular classroom teachers to teach courses that meet on a daily basis and thus are not responsible for group lesson plans. They do not assign grades or homework.

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APPENDIX 5

Supplementals

Additional supplementals can be created as the positions occur. They will be within contractual percentages and will be considered within the framework of the contract.

I. ATHLETICS	Years of Experience			
High School Positions	**0**	**1**	**2**	**3**
Athletics Facilities Scheduler	1.50	1.55	1.60	1.65
Basketball - Head	1.50	1.55	1.60	1.65
Basketball - Asst	1.10	1.10	1.10	1.20
Baseball - Head	1.30	1.35	1.40	1.45
Baseball -- Asst	0.90	0.90	0.90	1.00
Cheerleading - Head Basketball	0.80	0.85	0.90	1.00
Cheerleading - Head Football	0.80	0.85	0.90	1.00
Cheerleading - Asst . Basketball	0.65	0.65	0.65	0.75
Cheerleading - Asst. Football	0.65	0.65	0.65	0.75
Cross Country - Head	0.90	0.95	1.00	1.05
Cross Country -Asst	0.75	0.75	0.75	0.85
Football - Head	1.50	1.55	1.60	1.65
Football - Asst	1.10	1.10	1.10	1.20
Golfe Head	0.90	0.95	1.00	1.05
Golfe Asst	0.75	0.75	0.75	0.85
Lacrosse - Head	1.00	1.05	1.10	1.15
Lacrosse - Asst	0.75	0.75	0.75	0.85
Soccer - Head	1.30	1.35	1.40	1.45
Soccer - Asst	0.90	0.90	0.90	1.00
Softball - Head	1.30	1.35	1.40	1.45
Softball - Asst	0.90	0.90	0.90	1.00
Swimming - Head	1.30	1.35	1.40	1.45
Swimming - Asst	0.90	0.90	0.90	1.00
Tennis - Head	1.00	1.05	1.10	1.15
Tennis - Asst	0.75	0.75	0.75	0.85
Tracke- Head	1.30	1.35	1.40	1.45
Track - Asst	0.90	0.90	0.90	1.00
Track - Indoor	0.75	0.80	0.85	0.90
Track - Indoor Asst.	0.60	0.60	0.60	0.70

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Volleyball - Head	1.30	1.35	1.40	1.45
Volleyball - Asst	0.90	0.90	0.90	1.00
Weight Room (1 Fall, 1 Winter, 1 Spring, and 1 Summer)	0.35	0.40	0.40	0.40
Wrestling Coach	1.50	1.55	1.60	1.65
Wrestling Coach - Asst	1.10	1.10	1.10	1.20

	Years of Experience			
Middle School	**0**	**1**	**2**	**3**
Athletic Coordinator	1.10	1.15	1.20	1.25
Basketball - (One 7th grade and one 8th grade coach)	1.00	1.05	1.10	1.15
Baseball - Head	0.90	0.95	1.00	1.05
Baseball - Asst	0.70	0.70	0.70	0.80
Cheerleading	0.60	0.65	0.7	0.75
Cross Country - Head	0.70	0.75	0.80	0.85
Football - Head	1.10	1.15	1.20	1.25
Football - Asst	0.80	0.80	0.80	0.90
Lacrosse - Head	0.70	0.75	0.80	0.85
Soccer - Head	0.90	0.95	1.00	1.05
Soccer - Asst	0.60	0.60	0.60	0.70
Softball - Head	0.90	0.95	1.00	1.05
Softball - Asst	0.70	0.70	0.70	0.80
Swimming - Head	0.90	0.95	1.00	1.05
Swimming - Asst	0.60	0.60	0.60	0.70
Tennis - Head	0.70	0.75	0.80	0.85
Tennis - Asst	0.50	0.50	0.50	0.60
Tracke- Head	0.90	0.95	1.00	1.05
Tracke- Asst	0.60	0.60	0.60	0.70
Volleyball - Head	0.90	0.95	1.00	1.05
Volleyball - Asst	0.60	0.60	0.60	0.70
Wrestling Coach	1.10	1.15	1.20	1.25
Wrestling - Asst	0.80	0.80	0.80	0.90

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II. ADVISORS	Years of Experience			
High School Positions	**0**	**1**	**2**	**3**
Academic Challenge	0.30	0.40	0.45	0.50
Amnesty International	0.25	0.30	0.35	0.40
Asst. Band Dir.	0.40	0.50	0.55	0.60
Choir	0.25	0.30	0.35	0.40
Class Advisor - Sr	0.60	0.65	0.68	0.70
Class Advisor - Jr	0.40	0.45	0.50	0.55
Class Advisor - Soph	0.40	0.45	0.50	0.55
Class Advisor - Fresh	0.40	0.45	0.50	0.55
Council for Exceptional Children	0.30	0.40	0.50	0.60
MAC Scholar Advisor	0.30	0.40	0.50	0.60
Debate	0.85	0.90	0.95	1.00
Debate Assistant	0.35	0.40	0.45	0.50
Drama Dir - per semester	0.60	0.70	0.80	0.90
Dramatics Asst. per semester	0.60	0.65	0.70	0.75
Drill Team	0.40	0.50	0.55	0.60
Ecology Club	0.40	0.50	0.55	0.60
GSA	0.25	0.30	0.35	0.40
Introspect	0.25	0.30	0.35	0.40
Model UN	0.70	0.85	0.95	1.05
Model UN Asst.	0.25	0.25	0.25	0.25
Leadership Advisor	0.30	0.40	0.45	0.50
Leadership Asst.	0.25	0.30	0.30	0.30
Library Club	0.20	0.20	0.20	0.20
White & Gold	0.60	0.65	0.70	0.75
National Honor Society	0.30	0.40	0.45	0.50
Newspaper - HS	1.00	1.11	1.22	1.33
Peer Leadership/SADD	0.25	0.30	0.35	0.40
Robotics	1.00	1.11	1.22	1.33
Robotics Asst	0.85	0.90	0.95	1.00
Science Olympiad	1.00	1.11	1.22	1.33
Senior Search	0.30	0.40	0.45	0.50
Senior Slideshow	0.20	0.20	0.20	0.20
Show Choir	0.25	0.30	0.35	0.40

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Stock Market Club	0.25	0.30	0.35	0.40
Student Activity Coord.	0.90	0.95	1.00	1.05
Student Council Adv	0.90	0.95	1.00	1.05
Student Council - Asst.	0.40	0.45	0.50	0.55
Testing Coordinator	1.0	1.0	1.0	1.0
Vo-ed Excel TECC Coordinator	$1,288.11*			
Yearbook	1.00	1.11	1.22	1.33
Math 9-12 Coordinator	0.65	0.70	0.75	0.80
Science 9-12 Coordinator	0.65	0.70	0.75	0.80
Social Studies 9-12 Coordinator	0.65	0.70	0.75	0.80
Pupil Services 9-12 Coordinator	0.65	0.70	0.75	0.80
World Languages 9-12 Coordinator	0.65	0.70	0.75	0.80
Language Arts 9-12 Coordinator	0.65	0.70	0.75	0.80
Library/Tech 9-12 Coordinator	0.65	0.70	0.75	0.80

	Years of Experience			
Middle School Positions	**0**	**1**	**2**	**3**
Advisory Coord	0.40	0.50	0.55	0.60
Art Club	0.35	0.40	0.45	0.50
Choir	0.25	0.30	0.35	0.40
MAC Scholar	0.30	0.40	0.50	0.60
Discipline Coordinator	0.30	0.40	0.50	0.60
Lego Robotics Club	0.25	0.30	0.35	0.40
Math Counts	0.35	0.40	0.45	0.50
Model UN	0.25	0.30	0.35	0.40
Newspaper - MS	0.35	0.40	0.45	0.50
Peer/SADD	0.25	0.30	0.35	0.40
Power of the Pen	0.35	0.40	0.45	0.50
Science Olympiad	0.35	0.45	0.55	0.60
Student Council	0.35	0.45	0.55	0.65
Team Leader - MS - 6th grade	0.60	0.65	0.70	0.75
Team Leader - MS - 7th grade	0.60	0.65	0.70	0.75
Team Leader - MS - 8th grade	0.60	0.65	0.70	0.75
Team Leader - MS - Pupil Services	0.60	0.65	0.70	0.75
Yearbook - MS	0.60	0.65	0.70	0.75

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WEB	0.20	0.25	0.30	0.35
Environmental Club	0.35	0.40	0.45	0.50

	Years of Experience			
Hilltop	**0**	**1**	**2**	**3**
Choir	0.25	0.30	0.35	0.40
MAC Scholar	0.30	0.40	0.50	0.60
Greenhouse	0.25	0.30	0.35	0.40
Intramurals	0.60	0.65	0.70	0.75
Outward Boundless (2 positions/full ratio)	0.50	0.55	0.60	0.65
Student Council	0.25	0.30	0.35	0.40
Team Leader - 3rd grade	0.60	0.65	0.70	0.75
Team Leader - 4th grade	0.60	0.65	0.70	0.75
Team Leader - 5th grade	0.60	0.65	0.70	0.75
Team Leader - Pupil Services	0.30	0.35	0.40	0.45
Team Leader - UA	0.30	0.35	0.40	0.45
Yearbook - Hilltop	0.30	0.40	0.45	0.50

	Years of Experience			
Bryden	**0**	**1**	**2**	**3**
Book Club	0.20	0.25	0.30	0.35
Choir	0.25	0.30	0.35	0.40
Lego Club	0.20	0.25	0.30	0.35
Outward Boundless	0.50	0.55	0.60	0.65
Student Council	0.25	0.30	0.35	0.40
Team Leader - K	0.60	0.65	0.70	0.75
Team Leader - 1st grade	0.60	0.65	0.70	0.75
Team Leader - 2nd grade	0.60	0.65	0.70	0.75
Team Leader - Pupil Services	0.30	0.35	0.40	0.45
Team Leader - UA	0.30	0.35	0.40	0.45
Yearbook	0.30	0.35	0.40	0.45

	Years of Experience			
<u>District Positions</u>	**0**	**1**	**2**	**3**
Band Director	1.00	1.11	1.22	1.33

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Director of Orchestra	1.00	1.11	1.22	1.33
Destination Imagination	1.00	1.11	1.22	1.33
LPDC Chair	.85	0.90	0.95	1.00
Mentor 1 teacher	0.30	0.35	0.40	0.45
Mentor 2 teachers	0.60	0.65	0.70	0.75
Red Cross Club HS/MS	0.25	0.30	0.35	0.40

	Years of Experience			
Subject Coordinators	**0**	**1**	**2**	**3**
Music/Arts Pre- K-12	0.65	0.70	0.75	0.80
Health & PE K-12	0.65	0.70	0.75	0.80
Gifted K-12	0.65	0.70	0.75	0.80

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APPENDIX 6

Beachwood Federation of Teachers

GRIEVANCE FORM

Name of Grievant(s):_____

Date of Informal Meeting - Grievance Step 1: _____

Principal/Immediate Supervisor: _____

Parties present at Step 1 meeting:_____

Resolution at Step 1 meeting:_____

Step 2 (Principal/Immediate Supervisor)

Date of Occurrence/Statement of Problem: _____

Contract Violation: _____

Resolution Sought: _____

and be made whole for _____

and any and all losses.
Documents Attached: _____
Principal/Immediate Supervisor:
_____

Step 3 (Superintendent/Designee)

Date of Step 2 meeting: _____

Date of Receipt of Step 2 meeting disposition: _____

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Date of submission for Step 3 meeting: _____

Superintendent/Designee:_____

Parties present at Step 2 meeting: _____

_____

Documents attached: disposition from Step 2 meeting and:_____

_____

Step 4 (Board of Education)

Date of Step 3 meeting: _____
Date of receipt of Step 3 meeting disposition: _____
Date of submission for Step 4 meeting: _____
Superintendent/Designee: _____
Parties present at Step 3 meeting: _____
Documents attached: disposition from Step 2 and Step 3 meetings and:

Step 5 (Arbitration)

Date of Step 4 meeting: _____

Date of Receipt of Step 4 meeting disposition: _____

Date of submission for Step 5 meeting: _____
Superintendent/Designee: _____
Parties present at Step 4 meeting: _____
_____
Documents attached: Disposition from Step 2, Step 3, and Step 4 meetings and: _____

_____