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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE

BEAVERCREEK CITY SCHOOL DISTRICT

AND THE

BEAVERCREEK EDUCATION ASSOCIATION

EFFECTIVE FROM:

August 1, 2013

THROUGH

July 31, 2015

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PREFACE

This AGREEMENT is made and entered into as of August 1, 2013, between the BOARD OF EDUCATION OF THE BEAVERCREEK CITY SCHOOL DISTRICT OF GREENE COUNTY, OHIO ("BOARD"), and the BEAVERCREEK EDUCATION ASSOCIATION, AFFILIATED WITH THE OHIO EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION ("ASSOCIATION").

PREAMBLE

The BOARD and the ASSOCIATION recognize that providing a high quality education is the ultimate objective of both parties and that good morale of the professional staff contributes to this goal.

ARTICLE 1 – RECOGNITION

1.01 Recognition

A. The BOARD recognizes the ASSOCIATION, as the sole and exclusive bargaining representative for those certificated/licensed teaching personnel included in the unit for bargaining as set forth in 1.01 B. The term "Professional Staff Members" when used hereinafter shall refer to all employees represented by the ASSOCIATION. The term "School District" shall refer to the Beavercreek City School District.

B. The following Professional Staff Members are included in and the bargaining unit is defined as:

> All pre-K-12 regular certified/licensed employees working pursuant to a regular contract performing service in teaching positions established by the BOARD which are not excluded from the unit.

Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Director(s), psychologists, intern psychologists, special education supervisors, supervisor of educational technology/media services, building principals, assistant principals, home tutors, adult school teachers, auxiliary program personnel, personnel of state or federal grants that Beavercreek City School District is serving only as fiscal agent (e.g. STARBASE Program – WPAFB), curriculum supervisors, all classified assistants, all substitute teachers and any other certified/licensed or non-certified/licensed personnel employed by the BOARD in non-teaching positions.

1.02 Certification

The ASSOCIATION shall present to the BOARD prior to September 1st of each year a list of its officers and official representatives.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

Bargaining between the ASSOCIATION and the BOARD shall be for all purposes as specified in Chapter 4117 of the Ohio Revised Code.

2.02 Conducting Negotiations

A. Negotiation meetings shall be preceded by a letter of request from the party wishing to initiate negotiations. The letter of request for negotiations must be received by the Superintendent's Office or by the President of the ASSOCIATION between the dates of March 15 and April 1. If negotiations are initiated by the ASSOCIATION, this letter should come from the President of the ASSOCIATION and be directed to the Superintendent. If negotiations are initiated by the BOARD, they shall submit said letter to the President of the ASSOCIATION through the Superintendent. Negotiation meetings will commence on or about April 15th. Both teams shall in good faith try to reach agreement prior to June 1st.

B. The parties agree to utilize a problem-solving format for conducting negotiations. All members of the negotiating teams will be trained in the principles and techniques of the process.

C. Prior to negotiations the parties will meet and develop ground rules under which bargaining will be conducted.

D. At the first bargaining session the parties will exchange and explain all issues presented for negotiations.

E. Once a solution has been agreed upon, the issue will be initialed indicating a tentative agreement. The issue may be reviewed at some later date if it pertains to any new issue and by mutual consent.

F. It is the goal of the negotiators to avoid caucuses; however, if they become necessary the time will be limited as much as possible.

G. All negotiators are expected to maintain confidentiality on all subjects presented in the bargaining sessions. There may, however, be a need to share information with other BOARD members or ASSOCIATION executive committee members. They should be instructed to keep the information confidential. This is considered to be internal communication.

H. All press or media statements will be made jointly. This is considered to be external communication.

I. If the negotiators choose to abandon the problem-solving process and return to traditional bargaining, all previous tentative agreements will be considered final.

J. Both teams involved in negotiations shall be empowered to reach tentative agreement without having to refer each proposal back to the ASSOCIATION or the BOARD.

K. No reprisal, action to coerce, censor or penalty shall be taken against any negotiating participant.

2.03 Agreement

A. When tentative agreement is reached, the Association shall submit it for ratification within seven (7) days and the BOARD will then consider adoption within seven (7) days following Association ratification.

B. The BOARD and ASSOCIATION negotiating teams will meet within fourteen (14) calendar days after BOARD adoption of the tentative agreement to proof a draft of the new agreement.

C. Approximately thirty (30) days after the AGREEMENT is fully executed by the BOARD and the ASSOCIATION, the BOARD will have it printed in sufficient quantity so that all Professional Staff Members in the bargaining unit, all members of the administrative staff, the ASSOCIATION, the BOARD and potential new Professional Staff Members will be able to receive a copy/copies. The cost of such printing will be paid by the BOARD. After the AGREEMENT is printed, the ASSOCIATION will be given sufficient copies for its needs and for distribution to all Professional Staff Members. It shall be the right of the ASSOCIATION to distribute the AGREEMENT to all Professional Staff, Members employed at the time of this initial distribution and to secure a receipt acknowledging delivery of the AGREEMENT, which receipt shall be given to the Superintendent or his/her designee. The Superintendent shall be responsible for seeing that any Professional Staff Member hired after this distribution receives a copy and executes a receipt. A copy of each Receipt received by the Superintendent or his/her designee will be furnished to the ASSOCIATION.

2.04 Dispute Resolution - Mediation

A. In the event that full tentative agreement is not reached within forty-five (45) calendar days prior to the expiration (or reopened, if applicable) date, the parties mutually agree to first call upon and meet with a Mediator appointed by the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediation. If such service by FMCS is not available, the parties mutually agree to obtain the services of another mutually agreed upon mediation service such as the American Arbitration Association. Any costs for the use of such mediation service shall be shared equally by the parties.

B. The dispute resolution procedure shall be deemed exhausted either:

1. at the expiration of the AGREEMENT; or

2. when either party declares that mediation was unable to result in a settlement, whichever date is the last date.

2.05 Strike Notice

Nothing contained herein shall restrict the rights of the ASSOCIATION as set forth in Ohio Revised Code Section 4117.14(D) (2) provided the ASSOCIATION has given the BOARD and SERB a prior ten (10) day written notice of its intent to strike on or after the expiration date of this AGREEMENT. Such notice shall contain the day and time that the action will commence and shall in all respects comply with the applicable provisions of the Ohio Revised Code.

2.06 Severability

If any provision of this AGREEMENT shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the AGREEMENT. The parties shall meet within thirty (30) calendar days upon request of either party to negotiate any necessary change in the AGREEMENT relative to the affected provision. Said negotiations shall be in accordance with provisions outlined in this Article.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.01 Definitions

A. A "Grievance" is defined as any question or controversy between any Professional Staff Member or the ASSOCIATION with the BOARD and/or the Administration concerning the interpretation, application of, compliance with, or noncompliance with the provisions of this AGREEMENT; provided,

1. If specific administrative agency relief of a quasi-judicial nature is provided for by the Statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission, but specifically excluding S.E.R.B.) such matter may not be made the subject of a grievance and may not be processed as such.

2. The judgment decision of the Administration/BOARD to non-renew or terminate a teaching or supplemental contract is not subject to the grievance procedure; however, procedural matters related to termination and non-renewal are grievable under this procedure.

3. No grievance may be filed in which the relief sought seeks to change any action taken by the Administration with respect to any matter relating to a student (e.g., grades given a student, discipline taken against a student).

4. If a specific Section of this AGREEMENT limits the parameters and use of this grievance procedure, such limitation shall, be followed.

B. The Aggrieved may be one or more Professional Staff Members having a grievance or it may be the Grievance Committee as the Committee of Interest.

C. A Class Action Grievance may be filed by the Grievance Committee as the Committee of Interest representing the membership, if the grievance affects a group of Professional Staff Members, and may be filed at Level III, if Level I and II are not appropriate.

D. The Party in Interest is the party or parties with whom the aggrieved has a grievance.

E. Days, as used in this grievance procedure, shall be defined as calendar days, excluding Saturdays, Sundays, calamity days, and legal holidays.

F. Representation of the aggrieved may be by any representative of the ASSOCIATION.

3.02 Rights and Restrictions

A. Nothing contained in this procedure shall be construed as limiting the right of any Professional Staff Member having a complaint or problem to discuss the matter with any appropriate member of the Administration and having the complaint or problem adjusted without intervention and/or consultation of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this AGREEMENT.

B. Every Professional Staff Member shall have the right to present any grievance, to be free from coercion, interference, discrimination, restraint, or reprisal and shall have the right of representation by the ASSOCIATION or its designee in the processing and presentation of the grievance.

C. If a grievance is not initiated within twenty-five (25) days after the aggrieved has knowledge of the event or condition on which the grievance is based or with reasonable diligence should have known such event or condition, the grievance shall be considered waived.

D. A grievance may be withdrawn at any level without prejudice.

E. Individual grievances may be filed at Level III if the parties agree that decision on this issue does not fall within the scope of authority attained at Level I or II.

F. Time limits specified herein may be altered by mutual agreement, in writing, of the parties.

3.03 Procedure

Professional Staff Members are encouraged to seek the assistance of the ASSOCIATION (President, Labor Relations Consultant, ASSOCIATION building representative) before instituting the following "formal" procedure.

A. Level I

Within twenty-five (25) days of the date a grievance occurs or a grievable act becomes known, the Professional Staff Member shall discuss the grievance with his/her immediate supervisor individually, or together with an ASSOCIATION representative, with the objective of resolving the matter informally. At this level, the Professional Staff Member shall notify the principal verbally that this is the informal level of the grievance process. Within five (5) days after discussion of the grievance, the administrator or designee shall give his/her disposition verbally to the Professional Staff Member.

B. Level II

1. If the grievance is not resolved informally, or if no decision has been rendered within five (5) days after the informal discussion, the aggrieved shall, within ten (10) days of the informal discussion, file a Grievance Report (Appendix N) with the party in interest and with a copy to the Grievance Committee. Within five (5) days of receipt, the party in interest shall initiate a hearing.

   Should the opinion of the Grievance Committee be that a grievance does not exist, the aggrieved and the party in interest shall be so notified.

2. The hearing may include the party in interest and his/her representative, the aggrieved and a Grievance Committee representative. Within five (5) days of the hearing of the grievance, the party in interest shall render a written decision (on Form Appendix O) which shall include the reasons for this decision.

C. Level III

1. In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days from the date of conclusion of the hearing of the grievance by the party in interest, the aggrieved may, within fifteen (15) days of the Level II hearing, refer the grievance individually or through the Grievance Committee, in writing (on Form Appendix N) to the Superintendent or his/her designee.

2. The Superintendent or his/her designated representative(s) shall within ten (10) days of receipt of the grievance, conduct a hearing concerning the grievance. The hearing shall include the parties as stated in Level II and

the Superintendent or his/her designated representative(s). Both parties shall also have the right to witnesses. Within five (5) days of the conclusion of the hearing of the grievance, the Superintendent or his/her designated representative(s) will issue his/her decision along with his/her reasons, in writing (Form Appendix O), as to the disposition of the grievance to the aggrieved, the party in interest and the Grievance Committee Chairperson. All individuals receiving copies of the decision are subject to and shall comply with Paragraph 3.04, Records.

D. Level IV

1. Within ten (10) days after receiving the decision of the Superintendent or his/her designated representative(s), the ASSOCIATION may appeal the decision to Arbitration. If the ASSOCIATION desires to do so, it shall file a demand for arbitration with the American Arbitration Association (AAA). An arbitrator shall be selected by the ASSOCIATION and the BOARD in accordance with the rules of the AAA; provided, however, AAA shall not have the authority to appoint any individual as an arbitrator who is not acceptable to both the ASSOCIATION and the BOARD. The arbitrator shall have no power to alter, add to, subtract from the terms of this AGREEMENT and shall render an award consistent with the facts and applicable provisions of this AGREEMENT. The arbitrator shall issue his/her decision on the grievance in writing. The ASSOCIATION, the aggrieved, the Superintendent, the Administration and the BOARD shall be bound by the decision of the arbitrator.

2. Nothing in this AGREEMENT shall be construed to deny the individual, the ASSOCIATION, or its representative(s), the right to seek redress by law or any appropriate agency; provided, however, that if the aggrieved elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings under this Grievance Procedure.

3. The costs for the services of the arbitrator, including AAA filing fees, per diem expense, if any, and actual and necessary travel and subsistence expenses, shall be borne as follows:

   a. the cost of the arbitrator shall be borne equally by the ASSOCIATION and the BOARD.

   b. the cost of any transcript of the arbitration hearing provided to the arbitrator shall be borne equally by the ASSOCIATION and the BOARD;

   c. the cost of any transcript provided to any party shall be borne by the party ordering same; and

   d. in all other respects, each party shall be responsible for its own costs.

3.04 Records

A. Forms for filing and processing grievances (Appendix N, O, and P) shall be given appropriate distribution so as to facilitate the operation of the Grievance Procedure.

B. Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties to the grievance as the grievance proceeds. In addition, one copy of each shall be retained in a grievance file (see paragraph 3.04 C). No records, documents or communications concerning a grievance shall be placed in the personnel file of any participants.

C. An official closed file of the materials pertaining to a grievance shall be established by the Superintendent upon resolution or withdrawal of the grievance. This file shall be opened only in the presence of the Superintendent and the President of the ASSOCIATION, and they shall determine if the records are complete (copies of Appendix N, O & P).

3.05 Miscellaneous Provisions

A. No Professional Staff Member shall file a grievance after the effective date of his or her resignation, except in matters of wages and/or fringe benefits.

B. While a grievance is in the process of resolution, records of the grievance proceedings shall be confidential information and shall not be divulged except as necessary in the orderly processing of the grievance.

ARTICLE 4 – PROFESSIONAL STAFF MEMBER RESPONSIBILITIES

4.01 Expectations

Professional Staff Members are expected to:

A. Adhere to policies, rules and regulations as established by the Administration and the BOARD and as established in the AGREEMENT.

B. Follow the curriculum as outlined and adopted.

C. Cooperate with supervisory staff in efforts to improve instructional and guidance activities.

D. Maintain order, discipline and attention of pupils.

E. Cooperate with health department officials and with school health policies.

F. Attend all Professional Staff Members' meetings on local and District levels for which the BOARD has provided release time.

G. Be in regular attendance when possible in the classroom in the interest of consistent instruction.

H. Arrange for make-up work and a time for such work when pupils have been absent for an excusable reason. Professional Staff Members may require a 24-hour notice to provide make-up work requested by parents. Professional Staff Members will not be required to (but may) provide advance work requested by a parent for excused absences.

I. Participate in parent-Professional Staff Member conferences in order to promote better community and pupil understanding. Conferences will not be scheduled during scheduled instructional time unless extraordinary circumstances so require, as determined by the Building Principal.

J. Secure approval of Principal for use of supplementary texts on a classroom basis.

K. Utilize School District communication systems to communicate with students, parents and the Administration.

4.02 Progressive Rights Right of Representation

At the Professional Staff Member's request, an ASSOCIATION representative may be present at the time any administrator conducts a meeting with a Professional Staff Member during which disciplinary action of record is likely to be issued. It is the responsibility of the Professional Staff Member to arrange for the presence of the ASSOCIATION representative. Except in situations which require immediate attention, as determined by the administrator, the Professional Staff Member will be afforded twenty-four (24) hours notice of a scheduled meeting.

Disciplinary Action

Disciplinary action of any type taken with respect to any Professional Staff Member shall be taken for "just cause", utilizing principles of corrective discipline; provided, however, depending on the facts and circumstances, the administration may accelerate discipline.

In applying principles of progressive discipline, the following shall be utilized.

Informal Procedure

Counseling. No record of such counseling shall be placed in the Professional Staff Member's personnel file. The administrator doing the counseling may retain an anecdotal record of such counseling.

Formal Procedure

a. *Verbal Warning.* A notation indicating that the verbal warning was issued will be placed in the Professional Staff Member's personnel file.

b. *Written Warning.* A copy of the written warning shall be placed in the Professional Staff Members personnel file.

c. *Formal Letter of Reprimand.* A copy, of this formal letter of reprimand will be placed in the Professional Staff Member's personnel file.

Documentation

The documentation procedures set forth in Article 10, Section 10.10, shall be applicable to any disciplinary action of record placed in the personnel file of any Professional Staff Member.

4.03 Right of Professional Staff Member to File Grievance

If a Professional Staff Member feels he/she has been unjustly reprimanded, he/she may file a grievance and should the Professional Staff Member be supported in his/her position, all records of such reprimand shall be removed from all personnel and anecdotal records. If a member feels he/she has been unjustly reprimanded, he/she may file a grievance at Step Three of the Grievance Procedure.

4.04 TB Test

All Professional Staff Members shall have a Tuberculin Test when required by the State or Greene County Board of Health and provide the Staff Personnel Office with the results.

ARTICLE 5 – MANAGEMENT RIGHTS OF THE BOARD

Except as limited by specific provisions of this Contract, it is agreed that the BOARD has all management rights set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 6 – ASSOCIATION RIGHTS

6.01 BOARD Agenda

The ASSOCIATION, through a designated representative, shall have the right to attend all regularly scheduled or special meetings of the BOARD to speak to any issue on the BOARD Agenda opened for public discussion. If the ASSOCIATION desires to have a matter placed on the BOARD Agenda for any regular BOARD meeting, the ASSOCIATION will notify the Superintendent by telephone or in writing by 4 p.m. of the Friday preceding the week of the meeting of its desire to do so indicating the specific subject which it desires to discuss with the BOARD.

6.02 BOARD Book

The President of the ASSOCIATION shall be provided with one (1) copy of the BOARD meeting book (including addendums) prior to each BOARD meeting.

6.03 New Professional Staff Member Orientation

The ASSOCIATION or its representatives shall have the exclusive privilege of participation in initial orientation for new Professional Staff Members.

6.04 New Professional Staff Member Names and Addresses

The BOARD will provide the ASSOCIATION with the names and addresses of newly employed Professional Staff Members as early as practical following the approval of their contracts.

6.05 Directory of Names and Assignments

The President of the ASSOCIATION shall receive from the BOARD a directory listing the names and job assignments on record of all employees of the BOARD. This directory will be provided on or before October 1 of each year.

6.06 Right to Belong or Not Belong

The BOARD and ASSOCIATION recognize that Professional Staff Members have the right to belong, or not to belong, to any organization for their professional improvement, and membership in any such organization shall not be required as a condition of employment.

6.07 Association President Committee Assignments

The President of the ASSOCIATION shall have no building or School District committee assignments during his/her term of office.

6.08 State or National Office Leave

A Professional Staff Member elected to a State or national office of a bona fide professional organization is eligible for a leave of absence, without pay, under provisions listed in the leave of absence section of this AGREEMENT.

6.09 Liaison Days

The BOARD hereby grants up to a total of fourteen (14) days of released time from teaching duties for Professional Staff Members designated by the ASSOCIATION as representatives of the certificated/licensed staff. Minimum use will be in one-half day blocks. See attached form, Appendix A.

6.10 Use of Buildings

The ASSOCIATION, or any committee thereof, shall have the right to use school buildings and facilities without charge for meetings at times when a custodian is normally on duty. At other times, the ASSOCIATION may use the buildings according to regulations established by the BOARD with no rental charge except reimbursement to the

BOARD for custodial wages. The ASSOCIATION will be responsible for the area in which they are meeting.

6.11 Other ASSOCIATION Rights

The ASSOCIATION shall have the right to:

A. Use bulletin boards within the Professional Staff Member lounges.

B. Use the public address system for brief announcements.

C. Make announcements at faculty meetings.

D. Use the following school-owned equipment without charge: typewriters, copy machines, duplicating equipment, computers and word processors used for instruction purposes in a classroom and audio visual equipment. Use of such equipment off school premises must be approved in advance by the Principal or other supervisor in charge of the equipment. The ASSOCIATION shall reimburse the BOARD for supplies used and shall assume the financial responsibility for loss or damage to said equipment while in use by the ASSOCIATION.

6.12 Communication with Members

Representatives of the ASSOCIATION may communicate with individual Professional Staff Members during the individual Professional Staff Member's preparation period. The conduct of such business shall be such as not to interfere with the educational environment in the schools. If the representative is from outside the building then that representative shall check in with the Principal's office upon entering the building.

6.13 Mail System

The ASSOCIATION may use the internal mail system of the school and place ASSOCIATION communications in the mailboxes provided each Professional Staff Member in the system.

6.14 Payroll Deduction of Dues

The BOARD shall provide for the voluntary payroll deduction of United Education Professional dues on a bi-weekly basis beginning with the fifth payroll of each year and such deductions shall continue through each succeeding pay prior to August 31. Such deductions shall be equal.

6.15 Input on Facilities Improvement and Curriculum Matters

Professional Staff Members are encouraged to provide input and assistance to the BOARD and the Administration concerning curriculum matters, facilities improvement

and any other matters which may improve the learning environment and/or educational programs of the School District.

6.16 Search of Buildings and Grounds

Professional Staff Members will only be used on a volunteer basis for duties connected with the search of buildings and grounds.

6.17 ASSOCIATION-Related Meetings

A. The ASSOCIATION President and officially elected delegates or alternates may attend the annual OEA Representative Assembly by following Section 11.01 of the prescribed Professional Meeting Attendance procedure.

B. The BOARD is not obligated for any expenses related to the Assembly except to provide released time for said President, delegates or alternates.

C. The BOARD shall provide substitute teachers in the absence of said President, delegates or alternates when available.

6.18 Joint Administration-ASSOCIATION Meetings

The Superintendent and/or his/her designated representative(s) shall meet once a month with representatives of the ASSOCIATION to discuss matters of concern to either or both groups.

6.19 Fair Share Fee

A. The BOARD shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the ASSOCIATION, a fair share fee for the ASSOCIATION's representation of such nonmembers during the terms of this AGREEMENT. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the ASSOCIATION's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the ASSOCIATION, shall be transmitted by the ASSOCIATION to the Treasurer of the BOARD on or about September 15 of each year during the term of this AGREEMENT for the purpose of determining amounts to be payroll deducted, and the BOARD agrees to promptly transmit all amounts deducted to the ASSOCIATION.

B. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

Sixty (60) days' employment in a bargaining unit position; or January 15th

C. The Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

D. The BOARD further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.

E. The ASSOCIATION represents to the BOARD that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the ASSOCIATION, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

F. Upon timely demand, non-members may apply to the ASSOCIATION for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the ASSOCIATION.

6.20 Release Time for the Association President

The BEA President will be afforded daily release time with full salary and benefits paid by the District equivalent to the length of one (1) full class period. This time is to be used for conducting school business as directed by the Superintendent, and should be scheduled in a manner that is mutually agreeable to both the Association President and the building principal. If the two parties are unable to come to a scheduling agreement, the issue will be submitted to the Superintendent for a final, binding decision. No appeal of this decision will be considered. At the expiration of the Association President's term of office, he/she shall return to the teaching position and schedule that he/she held prior to the release time.

ARTICLE 7 – COMPENSATION AND REIMBURSEMENT

7.01 Salary Index: Effective August 1, 2013 (See Appendix Y)

For the 2013-14 School Year: 0% increase on base salary

One-time Merit Movement on the salary grid based on the 2012-2013 school year's data shall be provided because the District was awarded the highest category of recognition on the Ohio state district report card (rating of equivalent of A).

7.02 Salary Index: Effective August 1, 2014

For the 2014-15 School Year: 0% increase on base salary

One-time Merit Movement on the salary grid based on the 2013-14 school year's data shall be provided if the District is awarded the highest category of recognition on the Ohio state district report card (rating of equivalent of A).

A One-time Recognition Award of $500 per teacher for a B rating or equivalent shall be provided based on the 2013-14 school year's data. All full-time bargaining unit members will be paid the same amount. Part-time bargaining unit members will be paid a pro rata portion of the stipend. To be eligible, the full-time and/or part-time bargaining unit member must have been employed for the 2013-14 school year and also be employed for the 2014-15 school year to receive this stipend. The Recognition Award would be paid in January 2015.

If the ODE does not issue an overall grade for BSCD, the individual components for which grades are issued will be assigned grade point values. These grade point values will then be averaged to determine the district's overall report card grade for the purpose of this compensation.

A=4; B=3; C=2; D=1; F=0

The following scale will be used once the average (rounded to the nearest tenth) is determined:

3.5-4.0 = A
2.5-3.4 = B

7.03 Compensation Committee

The Superintendent and the ASSOCIATION shall establish a Compensation Committee composed of no more than ten (10) members with an equal number appointed by each.

The function of this Committee shall be to review the current salary schedule and to make recommendations to the Superintendent and the ASSOCIATION for changes in the district's compensation plan to be negotiated when bargaining a successor agreement. The Committee's recommendations will be reduced to writing and supplied to the Superintendent and the ASSOCIATION no later than January 15, 2015. The Committee's recommendation will include some elements of performance based compensation.

It is understood that this Committee shall have no ability to make any changes in the compensation.

7.04 Performance Based Compensation

An amount of $15,000 annually shall be used for performance based compensation, to be distributed to Professional Staff Members with criteria to be determined later.

7.05 Hourly Rates

A. Summer School Professional Staff Members #

$26.24 per hour

B. Home Instruction Professional Staff Members and Tutors #

$24.43 per hour

C. Saturday Alternative School #

$26.24 per hour

D. Professional Development Instructor as requested by the Board for Professional Staff Members

$26.24 per hour

Refers to Professional Staff Members certified in the State of Ohio only.

7.06 Miscellaneous

A. A minimum of 120 days of teaching, in a school year, constitutes a year of experience.

B. Experience granted on the salary schedule will be given only for credit allowed by the State Foundation Program including up to five (5) years military credit.

C. The maximum experience credit given to a new teacher in the system shall be eight (8) years if the new teacher has a Bachelor's Degree and nine (9) years if the new teacher has a Master's Degree.

D. In the Master's + Semester Hours' Columns, the semester credit hours must be earned after the Master's Degree has been awarded.

7.07 Supplemental Salary

A. Schedule Index

Index x B-1 Salary

Scale

	1	2	3	4	5	6	7	8	9	10	11
Step 1	.143	.121	.100	.080	.066	.056	.045	.038	.032	.023	.016
2	.161	.136	.113	.090	.074	.063	.051	.043	.036	.026	.018
3	.181	.153	.127	.101	.083	.071	.057	.048	.041	.029	.020

Dollar Schedule Effective August 1, 2013 to July 31, 2015

Scale Effective August 1, 2013

	1	2	3	4	5	6	7	8	9	10	11
Step 1	5,360	4,535	3,748	2,999	2,474	2,099	1,687	1,424	1,199	862	600
2	6,035	5,098	4,235	3,373	2,774	2,361	1,912	1,612	1,349	975	675
3	6,784	5,735	4,760	3,786	3,111	2,661	2,136	1,799	1,537	1,087	750

Scale Effective August 1, 2014

	1	2	3	4	5	6	7	8	9	10	11
Step 1	5,360	4,535	3,748	2,999	2,474	2,099	1,687	1,424	1,199	862	600
2	6,035	5,098	4,235	3,373	2,774	2,361	1,912	1,612	1,349	975	675
3	6,784	5,735	4,760	3,786	3,111	2,661	2,136	1,799	1,537	1,087	750

B. Supplemental Longevity

1. Longevity Formula

Years of Experience	Increase Over Current Step Placement on the Dollar Schedule in 7.05
0-4	Current Step Salary X 1.0
5-8	Current Step Salary X 1.05
9-12	Current Step Salary X 1.10
13-16	Current Step Salary X 1.15
17-20	Current Step Salary X 1.20
21 and More	Current Step Salary X 1.25

2. Years of experience shall be computed in the following manner:

a. One (1) year of experience will be counted as one (1) year when continuing with the same position. (Ex. 8 years in the 7th grade basketball = 8 years experience, providing there is no interruption in service, unless approved by the Superintendent.)

b. If a Professional Staff Member moves from one position to another, each year of experience will count as one half year of experience toward a new job classification. (Ex. 8 years in 7th grade basketball = 4 years toward longevity for 9th grade basketball providing no interruption in service.)

c. All experience must be in the same sport or activity. (Ex. Basketball, Chess Advisor, Vocal Music.)

d. For longevity purposes all experience must be in the Beavercreek City School System.

7.08 Supplemental Committee

The BOARD and the ASSOCIATION will continue the Supplemental Committee consisting of three (3) ASSOCIATION members and three (3) Administrators which will recommend to the Superintendent and BEA President the placement of new positions and movement of current positions on the Supplemental Schedules.

The purpose of the committee is to study all aspects of the supplemental salary schedule including schedule index, longevity formula, potential new positions and movement of current positions on the schedule. The committee will make recommendations to the Superintendent and Association.

7.09 Supplemental Salary Positions

A. The Director of Athletic Services will informally evaluate all coaches at least once each year.

B. Head Coaches and/or Middle School Coordinators may give input regarding coaches in these programs(s) for recommendation purposes.

C. The Director of Athletic Services and/or the principals will make all recommendations to the Superintendent for hiring or not reissuing a supplemental contract. If a supplemental contract is not reissued, the Professional Staff Member may request a conference within ten (10) days with the Superintendent for reasons/causes as to why the contract was not reissued.

SCALE 1
Assistant Athletic Director
Head Varsity Basketball – Boys
Head Varsity Basketball – Girls
Head Varsity Football - Boys

SCALE 2
Head High School Marching Band
Head Fall Trainer*
Head Varsity Soccer - Boys
Head Varsity Soccer - Girls
Head Varsity Track & Field - Boys & Girls
Head Varsity Wrestling

SCALE 3
Head Varsity Baseball - Boys
Head Varsity Softball - Girls
Head Varsity Ice Hockey
Head Varsity Cross County

SCALE 4
Head High School Swim Team
Director of Friends Ensemble
Assistant Varsity Basketball - Boys (2)
Assistant Varsity Basketball - Girls
Assistant Varsity Football - Boys (8)
Head Varsity Gymnastics - Girls
Head Varsity Volleyball - Boys
Head Varsity Volleyball - Girls
Middle School Athletic Coordinator (2) *
Head High School Drill Team Advisor

SCALE 5
Head High School Intramurals
Assistant Varsity Baseball - Boys
Assistant Varsity Softball - Girls
Assistant Varsity Boys & Girls Track & Field (4)
Head Middle School Boys & Girls Track & Field (2)
Assistant Varsity Wrestling - Boys (3)
Assistant Varsity Soccer - Boys (3)
Assistant Varsity Soccer - Girls (3)
Head Freshman Basketball -.Boys (2)
Head Freshman Basketball - Girls (2)
Head Freshman Football - Boys
Head 7th & 8th Wrestling - Boys (2)
Head Winter Trainer *
Assistant Varsity Ice Hockey
Middle School Intramurals (4)
Assistant Varsity Cross-Country
Head Varsity Tennis - Girls
Head Varsity Tennis - Boys
Head Varsity Golf - Boys
Head Varsity Golf - Girls
Head Varsity Bowling
Assistant High School Marching Band & Summer Band (2)

SCALE 6
Assistant Varsity Volleyball - Boys
Assistant Varsity Gymnastics - Girls
Assistant Varsity Volleyball - Girls
High School Winter Guard
Fall Trainer Trainee (2)*
Head Spring Trainer *
Head 8th Grade Basketball - Boys (2)
Head 8th Grade Basketball - Girls (2)
Head 8th Grade Football Boys
Assistant Freshman Football - Boys (3)

Assistant 7th & 8th Wrestling - (2)
Middle School Drill Team Advisor
High School Yearbook*
Head 7th Grade Basketball - Boys (2)
Head 7th Grade Basketball - Girls (2)
Assistant High School Swim Team (2) one for diving
Conditioning Coach (year round)

SCALE 7
Winter Trainer Trainee*
Head Freshman Baseball - Boys
Head Freshman Softball - Girls
Head 7th Grade Football - Boys
Assistant 8th Grade Football - Boys (3)
Head Cheerleading Director (Fall)
Head Cheerleading Director (Winter)
Head High School Musical Director (Spring)
Head Middle School Cross Country (2)
Assistant Varsity Tennis - Boys
Assistant Varsity Tennis - Girls
Assistant Varsity Golf - Boys
Assistant Varsity Golf - Girls
Head Freshman Volleyball - Girls
Head Freshman Volleyball - Boys
Assistant High School Swim Team
High School Fall Guard Instructor
High School Site Manager (Winter) (2)
Assistant Varsity Bowling

SCALE 8
High School Debate
High School Speech
Head 7th & 8th Baseball - Boys (2)
Head 8th Grade Volleyball - Girls (2)
Varsity Cheer Coach Football (Fall)
Varsity Cheer Coach Soccer (Fall)
Assistant Varsity Cheer Coach Football (JV) (Fall)
Varsity Cheer Coach Basketball (Winter)
Assistant Varsity Cheer Coach Basketball (JV) (Winter)
Assistant 7th Grade Football - Boys (2)
Assistant Middle School Boys' & Girls' Track & Field (6)
Head 7th & 8th Grade Softball - Girls (2)
Middle School Show Choir (2)
Conditioning Coach (Summer)
Conditioning Coach (Fall)
Conditioning Coach (Winter)
Conditioning Coach (Spring)

High School Site Manager (Fall) (2)

SCALE 9
High School Play Director (Fall)
High School Play Director (Winter)
High School Winter Intramurals (3)
High School Musical Vocal Director (Spring)
High School Musical Instrumental Director (Spring)
High School Chess Advisor
Freshman Football Cheer Coach (Fall)
Competive Cheer Coach (Winter)
Head 7th Grade Volleyball - Girls (2)
High School Pep Band Director

SCALE 10
High School Class Advisors (4)
(One per Freshman, Sophomore, Junior & Senior Class) *
High School Spring Intramurals (2) *
Jazz Ensemble Director
High School Fall Intramurals (2) *
High School Student Council Advisor *
Middle School Student Council Advisor (2) *
Middle School Yearbook Advisor (2) *
High School Literary Magazine Advisor *
Middle School Football Cheer– 8th Grade (Fall)
Middle School Football Cheer – 7th Grade (Fall)
8th Grade Basketball Cheer Coach – Ankeney (Winter)
7th Grade Basketball Cheer Coach – Ankeney (Winter)
8th Grade Basketball Cheer Coach – Ferguson (Winter)
7th Grade Basketball Cheer Coach – Ferguson (Winter)
Competive Cheer Coach –(Winter)
Freshman Basketball Cheer Coach (Winter) (2)
School Nurse Coordinator
Show Choir Combo
High School Science Olympiad Team (2)*

SCALE 11
High School Vocal Music OMEA Solo Director
High School Vocal Music OMEA Large Group Director
High School Instrumental OMEA Solo Director
High School Instrumental OMEA Large Group Director
High School Musical Technical Director
High School Musical Art & Scenery Director
High School Art & Scenery Director - Fall Play
High School Art & Scenery Director - Winter Play
High School Technical Director - Fall Play
High School Technical Director - Winter Play

Middle School Jazz Ensemble (2) *
Middle School Vocal Music (2) *
Middle School Band OMEA Director (2)
AFS/JCOWA Advisor *
Middle School Science Olympiad Team (2)*
National Honor Society Advisor *
Math Counts Team (2) *
Muse Machine Advisor (3) *
BHS Academic Challenge Team *
BHS Math Competition Team *
Middle School Multi-Handicapped After-School Social Activity Supervisor (the number of positions is contingent upon the number of MH teachers)
School Webmaster (8)
LINK/WEB Advisor (6)
Science Bowl

NOTE: If the number of students out for Middle School basketball or football in any given school year is low enough, as determined by the Superintendent, to warrant only two teams (one 9th and one combined 7th & 8th grade), the 7th & 8th grade team Head and Assistant Coaches shall be paid on the 8th grade Head and Assistant Coaches scales and no 7th grade Head or Assistant Coaching positions shall be contracted.

As long as the Beavercreek Board of Education wishes to continue an after school elementary foreign language pilot program, this program shall be listed with the other supplemental programs on Scale 11.

HIGH SCHOOL, MIDDLE SCHOOL, and ELEMENTARY DEPARTMENT HEADS *

16 + Members	Scale 6
12 to 15 Members	Scale 7
8 to 11 Members	Scale 8
5 to 7 Members	Scale 9
2 to 4 Members	Scale 10
1 Member	Scale 11

(A) A part-time Professional Staff Member counts as one (1) member;

(B) Part-time elementary special education teachers count one-half (1/2) in calculating members in Elementary Special Education Departments.

ACTIVITY STIPEND

A Professional Staff Member who is employed by the BOARD to perform the following activities shall receive the indicated stipend:

Middle School Outdoor Education Overnight supervisors - $30.00 Per Night. The number of Professional Staff Members and schedule to be determined by each individual Middle School Principal.

**** See 15.08 C.***

7.10 Supplemental Salary Miscellaneous

A. A Supplemental Contract in accordance with Article 10 shall be issued for the above additional duties in 7.07 when offered~~,~~ and will be payable as follows:

1. Year-Round Positions with duties distributed throughout the school year will be paid four (4) times per year in as near equal quarter amounts of the supplemental salary total as possible. Said quarter amounts to be paid on the last pay in October, the last pay in January, the last pay in March and the last pay in May. Year-Round positions compensated at Scale 11 will be paid in one total amount on the last pay in May.

2. All other Supplemental Positions with duties only during part of the school year (Fall, Winter and Spring) will be paid two (2) times per season in as near equal one-half (1/2) amounts of the total supplemental salary as possible. The following pay schedule shall be observed.

a. Fall - last pay in September and last pay in November.

b. Winter - last pay in December and last pay in February.

c. Spring - last pay in March and last pay in May.

B. One Supplemental Contract may be divided between no more than two (2) persons with each receiving one-half (1/2) of the total contract salary.

C. Each non-varsity coach scouting for high school varsity teams will not be expected to have more than six (6) scouting assignments per sport season. Mileage shall be paid in accordance with Article 7, Section 7.12.

D. The Board will reimburse Professional Staff Members for the following costs expended so long as the Professional Staff Member holds a supplemental contract during the school year in which the reimbursement is requested: Pupil Activity Supervisor Permit (PASP), Cardio-Pulmonary Resuscitation (CPR) course, and fundamentals of coaching course. The Reimbursement will be made within thirty (30) days of appropriate and approved documentation received by the Treasurer's office.

7.11 Severance Pay

A. A Professional Staff Member at the time of retirement from active service, defined as being eligible for service retirement and having filed an application for retirement that has been approved by the Ohio State Teachers' Retirement System for retirement to begin during the current school year or the summer months immediately following the end of the current school year, may make application to be paid a sum equal to twenty-seven percent (27%) of the accrued, but unused, sick leave days. Payment will not exceed a total of 89 days.

B. Payment for unused sick leave shall be the daily rate shown on the Professional Staff Member's final teaching contract and/or salary notice. All paperwork must be completed prior to the Professional Staff Member receiving his/her last paycheck. Such payment shall eliminate all sick leave credit, and on this basis shall be:

1. paid to all Professional Staff Members who are not 55 years of age or older during the calendar year of retirement in one (1) total payment in January following the year of official retirement as set by the Ohio State Teachers' Retirement System; or

   may establish a tax-deferred annuity on behalf of the Professional Staff Member, to be deducted from the Professional Staff Member's severance payment, provided the annuity amount and payment date are in compliance with IRS rules/regulations. Payment shall be made in January following the year of official retirement as set by the Ohio State Teachers' Retirement System.

2. paid to all Professional Staff Members 55 years of age or older during the calendar year of retirement into the Board sponsored "Employer 403(b) Accumulated Leave Plan" per adoption agreement dated April 19, 2007 and as amended hereafter. By participating in the "Employer 403(b) Accumulated Leave Plan", Professional Staff Members 55 years of age or older during the calendar year of retirement will receive payment for their unused accumulated sick leave up to the maximum IRS 415 limit for the Section 403(b) plan unreduced by current federal, state and local income taxes. These monies will be paid into the Employer 403(b) Accumulated Leave Plan in January following the year of official retirement as set by the Ohio State Teachers' Retirement System. Any additional monies due the Professional Staff Member will be paid out up to the maximum IRS 415 limit each January until all monies have been paid.

C. Any Professional Staff Member hired beginning in the 2004-05 year who has accrued less than fifty (50) days of sick leave shall not be eligible for severance pay upon retirement.

D. Death Benefit: In the event of death, such regular Professional Staff Member shall be deemed to have made application for severance pay or to have retired, on the date immediately preceding the day of death. Payment of the severance pay shall be disbursed in accordance with the applicable laws of the State of Ohio. The qualified appointed executor or administrator of the Professional Staff Member's estate shall make application for payment of these benefits. The BOARD will notify the appointed executor or administrator of the Professional Staff Member's estate.

7.12 Payroll Procedure

A. Each Professional Staff Member will be paid every two weeks -- twenty-six (26) equal pays – subject to any legal requirements as to deduction of retirement contributions.

B. The professional teaching staff member shall be paid after the following deductions:

REQUIRED DEDUCTIONS	26 PAYS
Federal Income Tax	All
State Income Tax	All
City Income Tax	All
Retirement	All
Medicare*	All*

VOLUNTARY DEDUCTIONS	
Any Court-Ordered Deductions	All
Tax Sheltered Annuity	All
Countywide Federal Credit Union	All
Savings Bonds	All
Insurances:	
- Hospitalization & Dental	Second
- Life Insurance	First
- Health & Accident	Second
- Cancer & Intensive Care	First
Section 125	First
United Way	First**
Voluntary Political	All
Association Dues	All***
Y.M.C.A.	Second

* Medicare is required for all employees hired after 4-1-86.
** Deducted in near equal payments for six months, January through June.
*** 26-Pay - Bi-weekly starting with fifth payday except for Fair Share Fee.

C. Direct Deposit

Direct deposit will be available to those employees requesting same and submitting proper authorization. Beginning with the 2001-2002 school year, all new employees shall participate in direct deposit with a U.S. financial institution, excluding Financial Management and Investment Companies.

7.13 Tax-Sheltered Annuities

A. Professional Staff Members may purchase tax-sheltered annuities only twice each school year with companies approved by the BOARD. The first effective date period is between the start of each school year and the first payday in October. The second effective date period is between the first school day of each March and the last payday of each April. Information may be obtained from the Treasurer's office.

B. Changes in the amount to be deducted may be made at any time during the year.

C. A company must have at least five (5) Professional Staff Members enrolled in order to have this payroll deduction. If a company goes below five (5) enrollees, those remaining may stay with the company for at least one (1) full year.

D. The BOARD will make deposits with the annuity companies within four (4) days of the last payday of the month following receipt of the invoice from the annuity company, if the company does not accept electronic deposit of funds. Annuity companies accepting electronic deposit of funds will have the transfer made every payday.

7.14 Mileage Reimbursement

Automobile mileage allowance paid to the Professional Staff Member shall be the Internal Revenue Service standard business mileage rate. This covers all mileage accumulated as a result of attendance at approved professional meetings (see 11.01), and for personnel authorized to use their private automobile as part of their contractual obligation.

7.15 Retirement System Payments

A. A certain percentage of each Professional Staff Member's salary shall be withheld for payment to the proper retirement system.

B. The BOARD shall contribute a certain percentage of the Professional Staff Member's annual salary to the Teachers' Retirement System for all Professional Staff Members.

C. Percentages for both contributions are subject to change by the Retirement System Board or Ohio Revised Code.

D. The BOARD agrees to provide a Tax Deferment Plan on Professional Staff Members contributions to S.T.R.S. It is understood that it is the responsibility of the individual Professional Staff Member to make any necessary adjustments in any other tax sheltered annuities they have in order to be in compliance with I.R.S. laws and regulations. The BOARD is not liable nor will it be held responsible for any legal I.R.S., S.T.R.S. or other agencies' penalties or decisions concerning this plan now or in the future.

E. The BOARD will tax defer all monies for Professional Staff Members who use payroll deductions for payments to purchase S.T.R.S.

7.16 Graduate Tuition Reimbursement

A. The BOARD will allocate annually a pool of money to be used by Professional Staff Members for graduate tuition reimbursement. The annual amount is $30,000.

B. Each Professional Staff Member shall be eligible for reimbursement as listed in C. below, for graduate level course work leading to an initial masters degree in education, or the Professional Staff Member's area of certification/licensure, from an accredited university. Professional Staff Members will be eligible for tuition expense reimbursement for courses whose content is relevant to the Professional Staff Member and helpful in improving the Professional Staff Member's job performance.

C. If during the year, the requests for reimbursement exceeds the amount in the pool it will be divided on a pro rata basis among all approved Professional Staff Members based upon the costs paid by the Professional Staff Member as evidenced by written documentation.

D. Graduate tuition reimbursement shall be made to the Professional Staff Member on the second pay in December for course(s) taken which conclude between September 1 and August 31 of the previous school year. Payment will be made for tuition expense only and will not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, internet hookup, or other miscellaneous fees.

E. To be eligible for graduate tuition reimbursement, Professional Staff Members must meet the following criteria:

1. Graduate tuition reimbursement applies only to graduate level coursework taken after the Professional Staff Members employment by the BOARD.

2. Application for reimbursement must be submitted to the Staff Personnel office by October 15 of the reimbursement year accompanied by an official college transcript indicating successful completion of the course(s) and a receipt showing payment to the university.

3. The Professional Staff Member must be employed by the BOARD at the time of reimbursement.

ARTICLE 8 – INSURANCE PROGRAM

8.01 Medical and Dental Insurance

The following insurance program shall be available for all full-time Professional Staff Members covered by the AGREEMENT who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD. Appropriate information and application forms will be provided to all new Professional Staff Members by the BOARD at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the Professional Staff Member desires insurance coverage. A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period.

A. Medical program for Professional Staff Members and dependents of Professional Staff Members providing the coverage (in network and out of network) described in the "point of service plan - certificate of coverage" issued by the current provider, as in effect on the date of this AGREEMENT and as amended by the current provider during the term of this AGREEMENT.

B. Dental Expense Insurance for Professional Staff Members and dependents of Professional Staff Members - Fifty Dollars ($50.00) deductible per person, One Hundred Dollars ($100.00) deductible per family, with orthodontia benefits (lifetime maximum $1,000.00 and 60/40 co-insurance); co-insurance - minor restorative, 90/10 UCR or major restorative 60/40 UCR; annual maximum $2500.00, as more fully described in the insurance contract issued by the current provider, or self-insured in whole or in part by the BOARD.

For the length of this agreement only, the BOARD will pay up to 18% of the dental insurance premium increase over the previous October rate. When notification of an impending insurance increase in excess of 18% is received by the BOARD an immediate notification will be forwarded to the ASSOCIATION president and the Joint Insurance Committee. If the rate increases more than 18% the parties agree to meet and discuss methods to contain the overall health insurance costs by implementing one (1) or more of the following:

1. change benefit level or co-pay for that benefit

2. carrier changes

3. premiums over 18% will be paid by the Professional Staff Member

4. any other viable cost reduction method

If the premium does not increase to the maximum 18% then the unused percentage will be carried over for use during the next year to increase the cap or to restore changes that were mandated due to an increase over the 18% cap in previous years. The percentage rate for the Professional Staff Member will not drop below 15%.

8.02 Eligibility

The foregoing Medical Benefits Program and Dental insurance shall be available for all Professional Staff Members on the active working payroll who have made application for such insurance on or before the effective date of this Agreement, who are regular Professional Staff Members employed by the BOARD, who either: (1) work at least half-time, and work at least thirty-six (36) weeks per year or (2) have an annual contract with the BOARD, and for whom coverage is in effect prior to the effective date of this AGREEMENT.

8.03 Eligibility (New Hires)

The foregoing Medical Benefits Program and Dental insurance shall be available for all Professional Staff Members who make application for such insurance and/or such Professional Staff Members who are hired after the effective date of this AGREEMENT, for all such Professional Staff Members who are regular Professional Staff Members of the BOARD, who either: (1) work at least half-time and work at least thirty-six (36) weeks per year; or (2) have an annual contract with the BOARD and who complete the required application forms and have the same filed with the office of the Treasurer of the BOARD. Upon completion and filing of the required application forms, on or prior to the thirtieth (30th) day of employment on the active working payroll, coverage becomes effective on the date of hire or first day on active working payroll, whichever is the later date.

8.04 Monthly Premium Costs

The foregoing Medical Benefits Program and/or Dental insurance, either separate or combined, shall be provided to Professional Staff Members employed on a full-time basis. Full-time Professional Staff Members will contribute toward cost of insurance based on the following schedule:

	BOARD Monthly Contribution Single or Family Plan	Full-Time Professional Staff Member Monthly Contribution Single or Family Plan
Effective 10-1-12	85% of Monthly Premium Cost	15% of Monthly Premium Cost

The foregoing medical insurance shall be provided to Professional Staff Members employed on a less than full-time basis (less than thirty (30) hours per week), but employed under a regular contract by the BOARD with the BOARD's portion of the

premium cost being determined based on the number of hours the Professional Staff Member is under contract to perform service as a percentage of a full-time teaching contract, such percentage being applied against the actual amount of the premium cost. Such part-time Professional Staff Member shall be responsible for the payment of all premium cost in excess of the BOARD's contribution toward such cost.

For the length of this agreement only, the BOARD will pay up to 10% of the health insurance premium increase over the previous rate. When notification of an impending insurance increase in excess of 10% is received by the BOARD an immediate notification will be forwarded to the ASSOCIATION president and the Joint Insurance Committee. If the rate increases more than 10% the parties agree to meet and discuss methods to contain the overall health insurance costs by implementing one (1) or more of the following:

1. change benefit level or co-pay for that benefit
2. carrier changes
3. premiums over 10% will be paid by the Professional Staff Member
4. any other viable cost reduction method

If the premium does not increase to the maximum 10% then the unused percentage will be carried over for use during the next year to increase the cap or to restore changes that were mandated due to an increase over the 10% cap in previous years. The percentage rate for the Professional Staff Member will not drop below 15%.

8.05 Joint Insurance Committee Work

The Joint Insurance Committee will reduce the total cost of the district health insurance premiums by 6% for January 1, 2014 implementation.

8.06 Life Insurance

The following Life Insurance Program shall be provided without cost to the full-time Professional Staff Members covered by this AGREEMENT.

A. Life Insurance in the amount of $50,000 for all regular full-time Professional Staff Members who have an annual contract with the BOARD.

B. Accidental Death and Dismemberment Insurance in the amount of $100,000 for all regular full-time Professional Staff Members who have an annual contract with the BOARD.

8.07 Life Insurance (New Hires)

The Life Insurance specified in Section 8.05 shall be provided without cost to all full-time Professional Staff Members who are on the active working payroll on the effective date of this AGREEMENT, and who are regular full-time Professional Staff Members of the BOARD, who have an annual contract with the BOARD, and for whom coverage is

in effect immediately prior to the effective date of this AGREEMENT. The Life Insurance Program specified in Section 8.06 shall also be provided without cost to all regular full-time Professional Staff Members and/or new full-time Professional Staff Members who are hired after the effective date of this Agreement, effective on the first day of the month following the date of this AGREEMENT or the date they commence actual employment with the BOARD, whichever is the later date, for all regular full-time Professional Staff Members of the BOARD who have an annual contract with the BOARD.

8.08 Life Insurance (Additional Coverage)

Life Insurance and Accidental Death and Dismemberment Insurance in addition. to the specific amount of such insurance indicated in Section 8.06 may be purchased by the Professional Staff Member through the BOARD from the insurance carrier provided the insurance carrier is willing to provide such a benefit. Professional Staff Members who have elected to purchase such additional coverage are responsible for all premium costs for such insurance, which premium cost may be withheld from earnings due the Professional Staff Member. In addition, the Professional Staff Member is responsible for making arrangements with the Treasurer of the BOARD for payment of this insurance at all times when the Professional Staff Member is not on the active payroll of the BOARD.

8.09 General Provisions

A. The foregoing insurances described in Sections 8.01 and 8.06 shall be continued for any eligible Professional Staff Member who pays the Professional Staff Member's portion as set forth in Sections 8.04 and 8.08 during any period when such Professional Staff Member is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than ninety (90) days, or for Professional Staff Members working only during the regular school year and not working during the summer break period, until such Professional Staff Members either resign their employment status or fail to return to active working status at the commencement of the next school year. Professional Staff Members on non-compensated approved leave of absence (except disability leave of absence) of over thirty (30) days' duration who desire to continue insurance coverage described above in Sections 8.01 and 8.06 past the period for which the BOARD has agreed to continue coverage for the Professional Staff Member may do so by paying the full group premium for such insurance to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued. Professional Staff Members on approved disability leave of absence over ninety (90) days' duration who desire to continue such insurance coverage past the period for which the BOARD has agreed to continue coverage for the Professional Staff Member may do so by paying one-half (1/2) of the full group premium for such insurance to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued for the remainder of the first year of the disability leave. In the

event such part premium is timely paid by the Professional Staff Member, the BOARD will be responsible for the remaining one-half (1/2) of the group premium for the remainder of the first year of the disability leave. In the event coverage is discontinued for any period, the Professional Staff Member shall have the right to acquire insurance through the insurance carrier in accordance with its policies, and coverage cannot be reacquired through the BOARD until the teaching staff member returns to active working status.

B. Unless a properly completed application form for any of the insurances described in Sections 8.01, 8.06 and 8.09 is filed with the Treasurer of the BOARD within thirty (30) days of the date the Professional Staff Member commences active working status, or returns to active working status from leave, whichever is applicable, coverage will not be available until the next open enrollment period.

C. In the event a Professional Staff Member desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the Professional Staff Member must file a new application with the Treasurer of the BOARD. For the changed coverage to be effective on the date of the change of marital status of the Professional Staff Member, the new application must be on file with the Treasurer of the BOARD before the effective date of the change of marital status. The effective date of changed coverage for applications received after the date of change of marital status will be the date such application is received at the office of the insurance carrier.

D. Medical benefits and/or all insurance provided pursuant to this AGREEMENT shall be subject to the conditions set forth in any benefits and/or insurance contract secured by the BOARD; provided, however, if the BOARD elects to change carriers, any new medical benefits program and/or insurance coverage secured shall be equivalent to the coverage described in Sections 8.01 and 8.06, and provided further in the event any provider changes its benefits and/or insurance contract during the term of this AGREEMENT, such changes, if made applicable to all other comparably situated employers covered by such contract, may be made applicable to the Professional Staff Members covered by this AGREEMENT.

8.10 Effective Date of Resignation

For purposes of this Article, the effective date of resignation of any Professional Staff Member shall be the effective date of resignation as requested by the Professional Staff Member.

8.11 Coverage When Both Spouses are Employees

When both spouses are employees of the BOARD, they shall be enrolled in either one (1) family plan or two (2) single plans.

8.12 Section 125 Plan

The BOARD shall adopt and maintain in full force a Section 125 Plan and defray all setup costs associated with such Plan. Pursuant to the provisions of the Section 125 Plan adopted by the BOARD, Professional Staff Members shall be able to pay their portion of any insurance premiums payable under this Article, medical expenses, and/or dependent care expenses, with "before tax" dollars. A copy of the Section 125 Plan adopted by the BOARD will be given to the ASSOCIATION. Each Professional Staff Member will be furnished with a Summary Plan Description of this Plan. Each new Professional Staff Member must arrange to have this Section 125 Plan explained at the commencement of employment.

8.13 Insurance Program Review Committee

The Superintendent and the ASSOCIATION shall establish an Insurance Program Review Committee composed of an equal number of individuals appointed by each.

The function of this Committee shall be to review the Health Insurance Program provided for the Professional Staff Members and to make recommendations to the Superintendent and the ASSOCIATION for changes in benefits, changes in carriers and other matters related to the insurance program.

It is understood that this Committee shall have no ability to recommend any changes which will increase the amount the BOARD is contributing toward the premium cost for any Professional Staff Member.

ARTICLE 9 – PROFESSIONAL STAFF MEMBER ABSENCE

The following leave provisions shall be applicable to all full-time Professional Staff Members.

9.01 Sick Leave

A. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1 1/4) days of sick leave shall be granted full-time Professional Staff Members for each completed month of employment up to fifteen (15) days per year. Unused sick leave is cumulative to a maximum accumulation of 330 days. Any Professional Staff Member who has accumulated the maximum of 330 total sick leave days is eligible for a maximum of fifteen (15) additional sick leave days per year as approved by the Superintendent at the end of each school year. These additional days are not chargeable to the 330 total and are non-accumulative.

B. Should a Professional Staff Member have absences due to illness of more than the total accumulated sick leave, such Professional Staff Member, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of five (5) days, if requested. For any Professional Staff Member remaining on contract the next school year, the use of sick leave shall be charged against the Professional Staff Member's normal accumulating sick leave so that no loss in pay

results. If the Professional Staff Member should resign, be placed on unpaid leave of absence or decease before this advancement of sick leave has been earned back, such unearned sick leave days shall be deducted from adjusted final pay or a claim shall be made against the Professional Staff Member or his/her estate.

C. Previously accumulated and unused sick leave of a Professional Staff Member who has been separated from another Ohio Public agency as provided in Ohio Revised Code, Section 3319.141, shall be accepted as full value to the total of possible accumulated days as provided in Section 9.01, paragraph A. of this Article, provided none of such accumulated unused sick leave has been converted to pay upon retirement as provided by Section 124.29 of Ohio Revised Code.

D. Standard reasons acceptable for sick leave usage are:

1. Personal illness (includes emergency dental and medical appointments).

2. Injury.

3. Absence due to illness, injury or death in the employee's immediate family.

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

5. Disability due to pregnancy.

E. For purposes of absence due to caring for or being with a member of the Professional Staff Member's immediate family who is ill or injured or for a death in the Professional Staff Member's immediate family, immediate family shall be defined as the Professional Staff Member's parents, grandparents, current spouse, children, sisters, brothers, stepparents, stepchildren, foster parents, foster children, grandchildren, current spouse's immediate family or any dependent living in the Professional Staff Member's household. For the illness of persons not defined above, authorization for sick leave may be granted by the Superintendent.

F. Sick leave notification form must be completed for any day or part of day used and submitted to the appropriate building Principal no later than the fourth (4th) workday after returning to work from sick leave. The form must include a signed statement verifying usage of sick leave for one of the reasons stated above. See Appendix D.

G. Deductions of sick leave due to use will be in one-fourth day blocks as follows: 0-2 hours, no deduction; over two (2) hours to four (4) hours, then one-half (1/2) day; over four (4) hours to six hours, then three-fourths (3/4) day; over six (6) hours, then one (1) full day shall be deducted. In cases of recurring or habitual absences of less than two (2) hours by a Professional Staff Member, such periods of absence shall be cumulated and deducted as though they had been a single absence.

H. In the event the sick leave absence is for over twenty (20) but less than sixty (60) consecutive school days, three (3) days' notice of intent to return must be given to the Director of Human Resources. In the event the sick leave absence is for over sixty (60) consecutive school days, at least one week's notice of intent to return must be given to the Director of Human Resources; provided, however, if the Professional Staff Member intends to return at the commencement of a school calendar year, notice of such intent must be given to the Director of Human Resources no later than August 1 preceding the date of return.

I. The Administration may require a physician's signed statement justifying the use of sick leave in excess of seven (7) consecutive school days. If the use of sick leave is for personal injury or illness reasons (including disability due to pregnancy), the physician must certify the inability of the Professional Staff Member to perform his/her duties and the anticipated period of disability and/or the anticipated date of return to work.

J. Falsification of the sick leave statement constitutes just cause for the termination of a Professional Staff Member's contract pursuant to Section 3319.16 Ohio Revised Code.

9.02 Exhaustion of Sick Leave

Professional Staff Members who exhaust all sick leave they have earned or have had credited to their account as an advance or from the sick leave bank who remain sick and unable to report for work shall automatically, for up to thirty (30) days, be deemed on leave-without-pay status. During this thirty (30) day period, the Professional Staff Member MUST apply for appropriate leave to cover the absence from work. Failure to properly apply for appropriate leave during this thirty (30) day period is grounds for termination of the Professional Staff Member's contract for willful failure to return to work.

9.03 Sick Leave Bank (S.L.B.)

A. Purpose:

To loan additional days of sick leave to Professional Staff Members and licensed employees who experience personal (or immediate family) accidental injury, surgery or serious illness and have used up all personal sick leave days.

Provisions of Eligibility:

1. All Beavercreek City School District licensed employees shall be eligible to be members of the sick leave bank.

2. After the start of each school year, all new licensed employees will receive an intent form from the Administration for the purpose of enrolling in the S.L.B. (Appendix R). In addition, an open enrollment period will be made available to licensed employees who are not members of the S.L.B.

The open enrollment period will be announced in "Our Schools Today". Initial membership will consist of one (1) non-refundable sick leave day to be designated by the licensed employee to the S.L.B. on such Form between September 1 and October 1. At such time that the Administration has received the licensed employee's intent, it will be recorded and submitted to the Treasurer's Office. Each licensed employee will receive a notice of receipt indicating his/her participation in the program. The donated sick leave day will be deducted the last pay of January.

3. Licensed employees may join by October 1 of each year. Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1.

4. If 50 participants are not enrolled by the initial enrollment deadline of October 1, the bank will not be established for that school year.

B. Operational Procedures

1. Loans will be limited to participating licensed employees for use only in cases of the licensed employee's own personal or immediate family illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the S.L.B. Board. The S.L.B. Board may also consider loans for extreme situations affecting licensed employees who are enrolled in the S.L.B. Licensed employees may apply for up to an additional ten percent (10%) of the days available in the S.L.B. The licensed employee would not be required to repay these additional days.

2. Applications for loans from the Sick Leave Bank must be made on the licensed employee's Application for Sick Leave Bank Form (Appendix S). A Physician's Statement (Appendix T) is required with each application in order to be considered for a loan.

3. A loan will be considered only after the licensed employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System.

C. Sick Leave Bank Board

The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) Professional Staff Members to be selected by the ASSOCIATION, one of whom will be co-chairman and a permanent member, and two (2) administrators to be selected by the Superintendent, one of whom shall be co-chairman and a permanent member. A physician shall be asked to volunteer as an advisor of the S.L.B. Board. One (1) Professional Staff Member and one (1) administrator shall be appointed to three (3) year terms.

D. Loan and Payback Procedures

1. The maximum number of days that a person may borrow is 45 days. At any time the maximum number of days that a person may have outstanding from the bank shall be 45 days, effective August 1, 2013.

2. The participant who borrows days from the S.L.B. will have a period up to 48 months from the month of the initial loan to repay the days borrowed. One-fourth (1/4) of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary date of the loan (See Appendix V). The licensed employee must complete the Sick Leave Bank Verification Form (See Appendix U).

   In the event the licensed employee is unable to accrue the total number of required days owed to the S.L.B. (1/4 total borrowed) at the end of each 12-month period, the BOARD will deduct the licensed employee's daily rate times the number of unaccrued days owed for that period. (See Appendix V.)

E. Policy Procedures

1. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

   > "I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Beavercreek City School District, the Beavercreek Education Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

2. Application for the S.L.B. days must be made to the Director of Human Resources.

3. The S.L.B. Board shall meet and render a decision within 10 days of receipt of request.

4. Unused requested days shall be returned to the S.L.B.

5. The S.L.B. will begin with one (1) day from each contributing licensed employee. When the fund is depleted below fifty (50) days, each participant will be assessed one (1) additional day. The S.L.B. Board shall be responsible for notifying licensed employees of each assessment period.

6. Extension of additional days may be applied for in the same manner as original application.

7. When a licensed employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

8. All decisions of the S.L.B. Board shall be final and binding, and not subject to the grievance/arbitration provisions of this AGREEMENT.

9. Guidelines will be reviewed annually by the Sick Leave Bank Board.

9.04 Funeral Leave

A. Funeral leave not chargeable to sick leave will be granted in accordance with the following schedule:

5 days – current spouse, child, step-child, parent, step-parents, parent of current spouse or dependent living in the Professional Staff Member's household

3 days – grandchild, foster child, brother, sister, foster parent, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other blood relation not included in the above.

B. Time off must be for making necessary arrangements for, travel to and from and attendance at funeral. Days off must be taken within a twelve (12) day period that falls six (6) calendar days before and ends six (6) calendar days after the funeral.

C. For the funeral of persons not listed above or if time off in excess of the above days is required such time may be authorized by the Superintendent, but charged to sick leave.

D. See Appendix M.

9.05 Personal Leave

A. Each full-time Professional Staff Member contracted for 120 consecutive days or more per school year shall be authorized three (3) days annually for personal use. Each Professional Staff Member contracted for 119 consecutive days or less shall be, authorized two (2) days annually for personal use. Such leave shall be granted upon notification, subject to the following conditions:

1. Notification should be given to the Building Principal forty-eight (48) hours in advance unless circumstances make it impossible to comply herewith; in such event said Professional Staff Member shall notify the Building Principal at the earliest possible time.

2. Personal leave shall be granted for personal business matters and/or religious observances which can only be handled during school hours.

3. No more than ten percent (10%) of the Professional Staff Members assigned to a building shall be on personal leave per day except that no less than three (3) such Professional Staff Members per building per day shall be so authorized. The Building Principal shall be authorized to grant personal leave in excess of the limit established above, when in his/her sole and absolute discretion, he/she deems the granting of such leave will not impair the effective operation of his/her building.

B. Unused personal leave shall not accumulate to the following year(s).

C. A personal leave notification form must be completed for any day used. The form must include a signed statement certifying that the personal leave was used for reasons stated in 9.05 A (2) above. See Appendix E.

D. Personal leave cannot be used for personal illness, emergency dental or medical appointments, injury or exposure to severe contagious disease, inability to perform job assignment due to pregnancy or illness or injury in the Professional Staff Member's immediate family or any other reason covered by sick leave unless in accordance with 9.20 J.

E. Professional Staff Members who do not use all their personal days in any given school year (Section 9.05 A) shall receive a stipend no later than the last pay in July as an addition to their regular pay. Professional Staff Members contracted to work six (6) hours or more per day, five (5) days per week, the stipend will be calculated as follows:

3 days not used = B.A. Step 0 daily rate (rounded) times 3
less than 3 days not used = $125.00 per day unused.

For Professional Staff Members contracted to work less than six (6) hours per day, five (5) days per week, the stipend for each unused day will be based on a ratio of daily hours or days per week worked based upon the formula outlined above.

9.06 Emergency Leave

A. Days of absence authorized under Emergency Leaves shall be fully paid days unless otherwise stipulated in each individual emergency leave, and shall not be deducted from sick leave accumulation.

1. Jury Duty - Absence for jury duty is permissible. After absence for such duty, either reporting or serving, employee shall return payment received for such services to the office of the BOARD and at the next regular pay period receive full payment of his regular salary from the BOARD of Education for the day or days of excused absence for this purpose. The Professional Staff Member will not be required to submit to the BOARD any monies received as reimbursement for mileage or meals.

2. Military Duty - All Professional Staff Members who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty for periods not to exceed 31 days in one (1) calendar year, provided that such compensation shall be the difference between such Professional Staff Member's regular compensation and the remuneration received by him/her for such military service.

3. Compulsory Leave - In all cases where Professional Staff Members are subpoenaed or summoned to appear for Grand Jury hearings or to appear in any court in cases in which they are not parties, they shall be paid the difference between their witness fee and the normal salary for the period of absence.

4. The Superintendent or his/her designated representative, in his/her discretion may authorize absences for other justifiable emergency reasons. The reason for such requests will be stated in writing on the Emergency Leave Form.

B. Emergency Leave Form should be submitted as soon as possible after the Professional Staff Member becomes aware that Emergency Leave is necessary. See Appendix F.

9.07 Service-Connected Injury Leave

A. In the event of a service-connected occupational illness or injury occurring in the scope of a Professional Staff Member's employment and arising out of employment by the BOARD, as determined by the Industrial Commission of Ohio, the Professional Staff Member may elect to be paid the difference in pay between the Workers' Compensation benefits and his/her regular compensation with such difference being charged to the Professional Staff Member's sick leave on a percentage or fractional basis. This will be accomplished by presenting evidence of the amount received from the Bureau of Workers' Compensation to the Treasurer of the BOARD and thereafter the Treasurer of the BOARD will issue a check for such difference. Professional Staff Members shall be expected to return to duty when able to resume duties and will be entitled to reinstatement under the same provisions as though returning from sick leave. The Professional

Staff Member and his/her physician shall initially determine when the Professional Staff Member is able to return to duty. The BOARD may require a certification from the Professional Staff Member's physician that the Professional Staff Member is unable to work and may require verification by a physician designated by the BOARD of such inability to work as a condition of paying the injury leave specified in this Section. In addition, the BOARD shall require certification from the Professional Staff Member's physician that the Professional Staff Member is able to resume teaching duties before being allowed to return to duty and may require verification by a physician designated by the BOARD of such fact before permitting the Professional Staff Member to return to work.

B. See Appendix G, Workers' Compensation Application.

9.08 Sick Leave, Funeral Leave, Personal Leave, Service-Connected Injury Leave and Emergency Leave

All Professional Staff Members must notify the building administrator as early as possible when they will be absent so that time is available to secure substitute personnel.

9.09 Sabbatical Leave

A. A Professional Staff Member who has completed five (5) consecutive years of service in the School District may, with permission of the BOARD, be entitled to a Sabbatical leave of absence for graduate study for one or two semesters subject to the following restrictions:

1. application must be submitted by March 1 of school year prior to beginning of leave;

2. a plan of study in education approved by the Superintendent;

3. provide evidence at the conclusion of each semester that the plan was followed and credit received or degree earned, as outlined in #2 above, or the Professional Staff Member forfeits all rights to reemployment in the School District and must refund all of the compensation received from the School District during the Sabbatical leave of absence;

4. agree to work for the School District for one (1) school year following completion of the Sabbatical Leave or refund all of the compensation received from the School District during the Sabbatical Leave of Absence; and

5. if the substitute/replacement teacher's pay is less than the pay of the regular Professional Staff Member on Sabbatical Leave, the Professional Staff Member on leave shall receive the difference. No other compensation or fringe benefits will be provided at BOARD expense except Group Medical Insurance as provided in Article 8, Section 8.09.

B. No more than 1% of the Professional Staff Members may be on leave at one time.

C. This section is subject to all other provisions of Section 3319.131 of the Ohio Revised Code.

D. See Form - Appendix H.

9.10 Leaves of Absence - See Appendix I

Professional Staff Members may request and be granted a leave of absence (without pay) for: (a) medical; (b) maternity; (c) child care; (d) military; (e) professional study; (f) political; (g) overseas teaching; (h) office in State or National professional organizations; (i) other, leaves. A Professional Staff Member must have completed three (3) consecutive years of service in the School District to be eligible for leaves (e) through (h).

9.11 Medical Leave

Upon or prior to the expiration of sick leave, the employee who is ill or disabled may request a leave of absence for personal illness. A doctor's statement requesting the granting of said leave must accompany each application. The maximum amount of leave granted for Medical Leave will be two (2) school calendar semesters, not including the semester in which the leave became effective unless the leave commences during the first thirty (30) days of the semester.

9.12 Unpaid Maternity/Child Care Leave

A. Professional Staff Members may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, or other loss of the unborn child, childbirth and recovery therefrom (hereafter collectively referred to as pregnancy). Professional Staff Members using authorized paid sick leave while recovering from childbirth and whose physician certifies she is able to perform the duties of her position must either return to work or apply for unpaid child care leave. A Professional Staff Member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during pregnancy, or in the case of adoption, the receipt of custody, or up to one (1) year for child care after the child is born or adopted. Such leave shall be for the remainder of the current semester or for the remainder of the current semester and one or more additional semesters. The maximum amount of leave granted for maternity or child care leave will be four (4) school calendar semesters, not including the semester in which the leave becomes effective unless the leave commences during the first thirty (30) days of the semester.

B. Application for Leave - Application for unpaid maternity/child care leave shall be filed on the Leave of Absence Form (Appendix I) and submitted to the Director of Human Resources at least thirty (30) days prior to the anticipated date on which

the leave is to begin. Submitted with the application form shall be a physician's signed statement indicating the anticipated delivery date, or in the case of adoption, a signed statement from the adoption agency on the expected date of custody. The statement from the physician or adoption agency must also indicate when the Professional Staff Member should be able to return to active service without excessive absence or impairment of health.

C. Rights While On Leave

1. In the case of a miscarriage or other loss of the unborn child, the Professional Staff Member shall be entitled to reinstatement at the beginning of the next grading period provided the Professional Staff Member requests reinstatement, in writing, filed with the Director of Human Resources at least ten (10) days prior to the beginning of the next grading period. The Professional Staff Member shall be entitled to the same teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictates otherwise or the job is combined or eliminated.

2. A Professional Staff Member on maternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the Professional Staff Member pays to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued, the full amount of the group plan premium of such coverages. No other compensation or fringe benefits shall be provided.

D. Return to Active Service

1. Notification of intention to resume active status shall be given in writing to the Director of Human Resources no later than April 1 of the calendar year if the intent is to return in August, or no later than December 1 if the intent is to return at the beginning of the second semester.

2. The return date to active service from Unpaid Maternity/Child Care Leave shall coincide with the first day of the school calendar or the first day of the second semester.

9.13 Child Care Leave

Child Care leave provisions of Maternity Leave apply to either of the adopting or natural parents (father and/or mother).

9.14 Military Leave

In accordance with the provisions of Section 3319.14 of the Ohio Revised Code, military leave of absence will be granted to any Professional Staff Member who is drafted or recalled to active duty with any branch of the Armed Services of the United States. Voluntary re-enlistment immediately terminates military leave granted. Credit will be given on the salary schedule for military service up to a maximum as provided by the adopted salary schedule.

9.15 Professional Study Leave

Professional Study Leave will be granted on the basis of one (1) full semester or one (1) full year. Leave will be granted only for full-time graduate study or completion of an undergraduate degree. Earned credits must be filed with the Director of Human Resources prior to re-employment in the School District. The maximum amount of time permitted for professional study leave is one (1) full year of leave.

9.16 Political Leave

A Professional Staff Member has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Leave for this purpose shall be granted by the BOARD upon request by the Professional Staff Member.

9.17 Overseas Teaching Leave

Written requests for leave of absence will be granted for exchange teaching in a foreign nation under the Federal Government's exchange teacher program or for overseas teaching of dependents of military personnel; leave will be for two (2) school years and may be extended for a third year.

9.18 Office in State or National Professional Organizations

Upon request of the ASSOCIATION, a Professional Staff Member elected to a State or National office of the National Education Association or the Ohio Education Association will be granted a leave of absence not to exceed two (2) years.

9.19 Assault Leave

A. All cases of physical threat or violence to members of the staff shall be reported to the Principal immediately after occurrence. If in the judgment of the Professional Staff Member and/or the Principal, the assault is sufficiently severe, the police shall be notified. A written report of all assaults on Professional Staff Members will be made to the Superintendent for further investigation and possible expulsion of the student. Any Professional Staff Member who is assaulted may be excused by the Principal to seek a physician's evaluation of his/her injuries. If the physician's evaluation of the injury due to said assault warrants the Professional Staff Member have additional time off, then a maximum of five (5) days, not deductible from sick leave, will be granted. If, in the

judgment of the appropriate Principal, accidental injury sustained by a Professional Staff Member while addressing a student-related incident is of a sufficient severity, said Professional Staff Member will be granted the remainder of the school day off with pay, and not chargeable to sick leave, to attend to the injury(ies). If a physician provides written verification that the injury warrants additional time off, then a maximum of five (5) days, with pay, not deductible from sick leave, will be granted. Additional such days may be granted at the sole discretion of the Superintendent or his/her designee, whose decision on the matter shall not be subject to the grievance procedure as outlined in Article 3.

B. If and when the Professional Staff Member's personnel file is requested for examination refer to paragraph 10.10 for direction.

C. 1. If a Professional Staff Member alleges an assault by a student and files appropriate charges with the police, the student shall be removed from that Professional Staff Member's classroom, if so assigned, during and through such time the student is afforded his/her rights pursuant to BOARD policy and any subsequent court action.

2. A student found guilty of assault on a Professional Staff Member shall be removed from the Professional Staff Member's classroom, if so assigned, for the remainder of the semester in which the assault took place. If the assault took place during the first semester of the school year every effort shall be made to avoid assigning the student to said Professional Staff Member during the remainder of the school year.

9.20 Family and Medical Leave

A. Professional Staff Members who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a regular teaching contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.

B. Family and Medical Leave may be taken by Professional Staff Members who are temporarily unable to work due to:

1. birth of a child where the Professional Staff Member is needed to care for such newborn [newborn leave];

2. placement of a child with the Professional Staff Member for adoption or foster care [placement leave];

3. the need for the Professional Staff Member to care for a spouse, son, daughter or parent with a serious health condition [family care leave]; or

4. serious health conditions of the Professional Staff Member that make the Professional Staff Member unable to perform essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) [Professional Staff Member disability leave].

5. Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces [Military Exigency Leave].

C. "Newborn Leave" and "Placement Leave" may commence at any time during the period following birth or placement until a date one (1) year later.

D. No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) calendar month period.

E. Where the necessity for this leave is foreseeable, the Professional Staff Member must give notice by requesting this Leave, in writing, at least thirty (30) days prior to the onset of the leave. In those situations where the Professional Staff Member is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

When "family care leave" or "Professional Staff Member disability leave" is foreseeable, based on planned medical treatment, the Professional Staff Member should schedule such planned medical treatment during non-assigned duty time.

F. Requests for "family care leave" must be supported by a health care provider certification verifying that a serious health condition exists and that the Professional Staff Member is needed to care for the family member and the estimated time needed for such care.

Requests for "Professional Staff Member disability leave" must be supported by a health care provider certification verifying that a serious health condition exists and a statement that the Professional Staff Member is unable to perform the essential functions of his/her position.

Requests for "intermittent" or "reduced schedule family leave care" or "reduced schedule Professional Staff Member disability leave" must be further supported by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of such treatment.

G. Professional Staff Members covered by the group insurance program set forth in Article 8 at the onset of a leave secured under this section may continue to participate in the program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the Professional Staff Member, if any, is due on the first day of the month.

H. No other employment benefits accrue during a family and medical leave. No funeral, injury, sabbatical, military, professional or political leave benefits will be paid if such occur during a family and medical leave. The length of service of an employee on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be counted as continuous service.

I. Where there is medical necessity for "intermittent leave" or "reduced schedule leave" or "family care leave" or "Professional Staff Member disability leave", such are available and will be granted, subject to agreement between the BOARD and the Professional Staff Member on the particulars regarding such leave. However, the BOARD may require the Professional Staff Member to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the Professional Staff Member's area(s) of certification on file. Professional Staff Members on an intermittent or reduced leave schedule will have their salaries reduced to reflect the hours or days missed due to such leave.

J. Professional Staff Members with accrued but unused personal days or sick leave days can use such paid leave first as part of any "newborn leave", "placement leave", "family care leave", "professional staff member disability" taken under this Policy. The determination regarding whether to use such paid, leave days before taking any unpaid Family and Medical Leave pursuant to this Section rests with the Professional Staff Member. If the Professional Staff Member desires to use such paid leave days, application to do so must be filed the same as in any other case of taking such paid leave.

K. The provisions of Section 9.24 shall be applicable in the reinstatement of a Professional Staff Member from any leave granted pursuant to this section, provided however, if the Professional Staff Member was transferred to accommodate an "intermittent leave" or "reduced hours leave" the Professional Staff Member will be returned to the position he/she held before being transferred for accommodation of the "intermittent leave" or "reduced hours leave".

9.21 <u>One Year Unpaid Leave</u> - Appendix W

A. Professional Staff Members who have completed ten (10) years of continuous employment with the District shall be eligible to apply for a full year leave of absence, unpaid, subject to the following:

1. Not more than two (2) Professional Staff Members in total may be on such leave at the same time.

2. Not more than one (1) Professional Staff Member in any building may be on such leave at the same time.

3. Only one such leave shall be granted to any Professional Staff Member during the period of employment of such Professional Staff Member.

4. If more than the number of Professional Staff Members eligible to take a leave under this provision apply for the leave, the Professional Staff Member with the greatest District seniority shall have preference for the leave.

5. Upon return from this unpaid leave of absence, the Professional Staff Member will be offered an open position which is within the certification of the Professional Staff Member on file in the District and shall not be guaranteed the right to return to his/her former position of employment.

9.22 Application for Leave of Absence Under this Article

A Professional Staff Member desiring a leave of absence for a full school year or for the first semester of a school year must submit his/her application for such a leave of absence before June 1st of the year in which such leave is desired to commence. Unless otherwise specifically set forth in this Article, a Professional Staff Member desiring a leave of absence for the second semester of a school year must submit his/her application for such leave of absence before November 1st of the year prior to the commencement of the semester in which such leave is desired to commence, unless otherwise specifically set forth in this Article.

9.23 Other Leave

Other leaves of absence may be granted by the BOARD based upon their individual merit. The BOARD will notify the Professional Staff Member of acceptance or denial in a timely manner.

9.24 Notification of Intent to Return

A. The Professional Staff Member on leave for one (1) school year or for the full second semester shall notify the Director of Human Resources, in writing, by April 1 of his/her intent to return to his/her teaching duties in August or to ask for an extension of said leave, if eligible.

B. Professional Staff Members on leave for the full first semester only shall notify the Director of Human Resources, in writing, by December 1 of his/her intent to return to his/her teaching duties at the beginning of the second semester or to ask for an extension of said leave, if eligible.

9.25 Return to Work Following Sick Leave, Disability Leave or Medical Leave

A Professional Staff Member returning to work following a personal illness which required absence of 20 or more consecutive work days may be required to furnish the administration with a statement from his/her attending physician certifying the Professional Staff Member's ability to return to active working status. In the event there are restrictions/limitations, a meeting will be held with the administration and the Professional Staff Member to work out the reasonable accommodations necessary to return to active working status.

After the Professional Staff Member returns to active working status, the administration may require the Professional Staff Member to be examined by a physician selected by the administration for the purpose of confirming that the Professional Staff Member is able to work with or without restrictions/limitations. If the administration exercises this right, the Professional Staff Member will be given a letter indicating the reason(s) for such determination. The administration will not arbitrarily exercise its prerogatives under this Section.

In the event the Professional Staff Member's physician and the physician selected by the administration do not agree, they shall jointly refer the matter to a third physician mutually acceptable to the two physicians who shall consider the reports of the two physicians, examine the Professional Staff Member, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal or the grievance/arbitration provisions of this Agreement.

During the period after the Professional Staff Member has been released by his/her physician to return to active working status, the Professional Staff Member will remain in such status pending conclusion of the process provided for in this Section; provided, however, the Superintendent may, in the exercise of his/her sole discretion, place the Professional Staff Member on administrative leave without loss of pay during this period. A Professional Staff Member on such administrative leave must report for any medical examination scheduled.

The Professional Staff Member is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the administration and for the cost of the third physician.

9.26 Post Leave Reinstatement Rights

A. The Professional Staff Member shall be entitled to reinstatement at the expiration of the leave to the same building and general level teaching assignment held immediately prior to the leave only if the Professional Staff Member returns no later than two (2) full semesters following the beginning of said leave. Said Professional Staff Member shall also be entitled to the assignment status (either as a classroom Professional Staff Member, traveling Professional Staff Member or combination thereof), held the year prior to the leave unless program or facility changes make a status change necessary. If the Professional Staff Member returns from leave later than two (2) full semesters following the beginning date of said leave or if shifts in pupil enrollment dictate or the job is combined or eliminated, then said Professional Staff Member will not be entitled to reinstatement in the same building, but may be assigned to another building in the district within the subject area(s) designated on said Professional Staff Member's Ohio teaching certificate under which he or she was teaching when the leave was first granted and may be assigned traveling Professional Staff Member status.

B. Upon return to service after the expiration of a leave, a Professional Staff Member shall resume the contract level which was held prior to the leave of absence.

ARTICLE 10 – PROFESSIONAL STAFF MEMBER CONTRACT RIGHTS

10.01 Professional Staff Member Contracts

Professional Staff Member contracts will be acted upon by the BOARD, for currently employed Professional Staff Members, no later than on or before June 1 as per Ohio Revised Code, Section 3319.08.

A. Contracts issued to Professional Staff Members will contain the following information:

1. Type of contract (limited or continuing). After the first year on a continuing contract, a Professional Staff Member will receive only a salary notice. Limited contracts will specify the year(s) in effect.

2. Annual compensation to be paid for the first year of the contract including the bi-weekly salary, number of pay periods and daily rate.

3. Basis for determining compensation for the first year of the contract (i.e., BA Degree, year(s) experience).

4. A statement that instructional assignments will be consistent with the area(s) listed on Professional Staff Member's teaching certificate/license and that other duties may be assigned by the administration and may vary from building to building.

5. Signature of the Professional Staff Member, BOARD President, Treasurer and dates of signing.

6. See Professional Staff Member's Contract - Limited or Continuing - Appendix B.

B. Limited one-year contracts will ordinarily be issued to Professional Staff Members new to the School District. However, Professional Staff Members employed after the beginning of the school year, or for a course or courses for limited periods of time, or as a replacement Professional Staff Member(s) for Professional Staff Member(s) on leave may be employed for less than one (1) year or for indefinite periods pending the return of Professional Staff Member(s) on leave. No more than two (2) consecutive one-year contracts shall be offered to a Professional Staff Member in the system. A Professional Staff Member who has held two (2) one-year contracts may be issued a two-year contract and then at the expiration of that two-year contract only a three-year contract may be issued, unless the Professional Staff Member provides information establishing that he/she is eligible for continuing contract status then a contract may be issued according to the Ohio Revised Code, Section 3319.11.

C. Continuing contracts shall be granted when a Professional Staff Member becomes qualified by certification/license who within the last five (5) years has successfully taught for at least three (3) years in the School District and those Professional Staff Members who have obtained continuing contracts elsewhere in the State of Ohio and have served two (2) years in the School District. Professional Staff Members who anticipate obtaining eligibility for a continuing contract during the first year of a two (2) or three (3) year contract may, at their option, waive their right under this policy to said two (2) or three (3) year contract in anticipation of being considered for continuing contract in that first year. Professional Staff Members who accept a two (2) or three (3) year contract and become eligible for continuing contract during the first or second year may, at their option, waive the second or third year of that contract in order to be considered by the BOARD for a continuing contract. The notice of waiver of the second or third year of the contract shall be given in writing by the Professional Staff Member to the Superintendent not later than March 1 of the first or second year of the contract whichever is applicable, and a contract may be issued according to the Ohio Revised Code, Section 3319.11.

D. Professional Staff Members having held a continuing contract in other Ohio public school systems prior to entering the School District may receive a continuing contract according to Ohio Revised Code, Section 3319.11.

E. All Professional Staff Member contracts will contain a provision that the signed contracts must be returned to the BOARD within ten (10) days of the receipt of the contract.

10.02 Supplemental Professional Staff Member Contracts

A. The supplemental Professional Staff Member contract for extra-duty assignment and granted additional compensation shall be separate from and in addition to the regular teaching contract. The Supplemental Contract shall include:

1. Number of year(s) contract will be in force.

2. Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.)

3. Scale and step by which compensation will be paid.

4. Signature of the employee and date of signing.

5. See Supplementary Salary for schedule of pay - Article 7.05.

B. See Attached Contract - Appendix C.

C. Supplemental contracts should be signed by the Professional Staff Member affected and returned to the Director of Human Resources within ten (10) days of receipt.

D. Supplemental contracts for activities affected by State Board of Education Rules 3301-27-01 may be offered to and accepted by a Professional Staff Member during the school year, but the conditions of the contract shall be null and void if the Professional Staff Member signing said contract does not meet the requirements of said rules.

E. Supplemental contracts shall automatically expire at the end of the contract year and shall not be subject to the non-renewal provision as provided in 3319.11 ORC.

10.03 Certificates/Licenses and Transcripts

A. Valid certificates/licenses must be on file in the Personnel Department of the Central Office before Professional Staff Members can be paid. Exception (by State Law), new Professional Staff Members have until October 31 to file their certificates/licenses.

B. Experienced Professional Staff Members who have fulfilled new certification/licensure requirements during the Summer will have until October 31 to file their certificate/license (copy).

C. Transcripts for new Professional Staff Members must be on file in the Personnel Department of the Central Office before Professional Staff Member can be paid. Salary adjustments for Professional Staff Members receiving additional training, earning credit that will place him/her in a higher salary bracket, will occur only twice each school year, once at the beginning of the first semester and again prior to the beginning of the second semester. Said Professional Staff Member must present satisfactory evidence of the completion of such additional training to the Central Office by the fifteenth (15th) day of August in order to receive the increase in pay beginning with the first semester and by the end of the first (1st) workday in January in order to receive the increase in pay beginning the second semester. Satisfactory evidence shall mean:

1. Official transcript bearing the seal of the college or university, or

2. Official letter bearing:

   a. title of courses

   b. exact number of semester or quarter hours earned

   c. signature of authorized college representative

   d. official seal of the college or university.

3. An official grade report from an accredited college or university~~.~~**;**

4. A secure website print off of transcripts.

D. Additional training credits earned for consideration on the salary schedule must be earned from an accredited college or university. Any course taken after September 1, 2007, must carry degree granting credit. Credits must be earned in courses whose content is relevant to the Professional Staff Member and helpful in improving Professional Staff Member's job performance.

NOTE: Official letters and/or grade reports will be considered only TEMPORARY evidence of additional work and are to be replaced with official transcripts as soon as they become available and in no case later than the thirtieth (30th) of November of the first semester and the thirtieth (30th) of March of the second semester.

10.04 Non-Renewal of Contract

The procedures to be followed in each non-renewal of a contract of a Professional Staff Member shall be the procedures specified in ORC Sections 3319.11 and 3319.111, except for the procedures specified therein with respect to the evaluation of the teacher. The observation/evaluation procedures to be followed shall be the evaluation procedures specified in this AGREEMENT.

10.05 Retirement Notification Stipend

Professional Staff Members retiring from the Beavercreek City schools will be eligible for an early notification stipend of $500.00. The Professional Staff Member will be eligible for this stipend when he/she:

1. establishes his/her retirement date with the State Teachers' Retirement System (STRS);

2. is eligible to collect from STRS on that established date;

3. submits a letter of resignation for the purpose of retirement to the Beavercreek Board of Education's Personnel Office no later than February 1, for a retirement date at the end of the current school year.

The notification stipend will be paid in the first month the Professional Staff Member is retired.

10.06 Employment of Retired Professional Staff Members

The following provisions will apply to the rehire of Professional Staff Members who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, 3319.111.

A. The board is authorized to fill any bargaining unit vacancy with a retired Professional Staff Member subject to the conditions provided below.

B. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired Professional Staff Members must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.

C. For the purposes of salary schedule placement retired Professional Staff Members shall be granted up to a maximum of eight (8) years' service credit for the BA and BA/150 salary columns and nine (9) years' service credit for the MA, MA+15, MA+30, MA+45 salary columns upon initial employment. Retired Professional Staff Members will be credited with all earned training/education for purpose of salary schedule placement.

D. Retired Professional Staff Members will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.

E. Retired Professional Staff Members may be re-employed from year to year under the limitations described in paragraph C with Board approval, but shall not be eligible for continuing contract status. If re-employed, retired Professional Staff Members shall advance on (1) year on the salary schedule.

F. Retired Professional Staff Members will not retain or accrue seniority.

G. Retired Professional Staff Members shall not be eligible for severance pay upon separation from employment.

H. Retired Professional Staff Members shall be eligible to participate in the District's hospitalization, dental and life insurance programs offered to bargaining unit members.

I. Retired Professional Staff Members shall be Association members or Fair Share Fee Payers as provided in the AGREEMENT.

J. Retired Professional Staff Members who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with provisions of the AGREEMENT.

K. Professional Staff Members who have retired from Beavercreek City Schools will be evaluated under Phase II of the evaluation policy. Professional Staff Members who have not retired from Beavercreek City Schools will be evaluated beginning the Phase I of the evaluation policy.

L. Retired Professional Staff Members shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

M. A Memorandum of Understanding will be signed by all parties, including the Board, Association and retired Professional Staff Member.

N. Professional Staff Members who have retired and are rehired for a supplemental contract will begin at step 1 on the supplemental salary schedule.

10.07 Resignation

Resignation from teaching positions shall be governed by applicable State laws.

10.08 Termination

Termination of teaching contracts shall be governed by applicable State laws.

10.09 Promotion

A. Promotional positions are positions that pay on BOARD-adopted Administrator's Salary Schedule. The BOARD shall give consideration to qualified candidates who apply in writing from within its own staff of employees in addition to other qualified candidates when filling vacancies above the professional teaching staff member level.

B. Whenever a "vacancy" occurs in a position for which Professional Staff Members are qualified and which will involve employment of thirty (30) or more days, the BOARD will publicize the position by sending e-mail to Professional Staff Member's school e-mail address. The deadline for application for a vacancy shall be seven (7) calendar days from the e-mail date. Professional Staff Members requesting notifications of vacancies that occur after the last day of school for Professional Staff Members shall submit a written request to the Administrative Assistant for the Personnel by the last Professional Staff Member workday along with self-addressed, stamped envelopes. In the event the position is new, basic criteria (general responsibilities, qualifications, procedures for obtaining the position and deadline for filing) will be included in the bulletins. For existing positions, a reference will be made to the appropriate job description plus procedures for obtaining the position and deadline for filing application.

C. The Superintendent may make temporary assignments of personnel into positions in which a vacancy exists. Such appointments shall extend until selection procedures are completed, but not beyond the current school year.

D. It shall be the sole prerogative of the Superintendent to determine which individual shall be promoted or whether a new individual will be hired for a position. Such decision is not subject to review or appeal under the Grievance/Arbitration provision of the AGREEMENT.

10.10 Personnel Record File

A. There will be established and maintained one (1) official file on all Professional Staff Members. This file will be maintained in the Central Office and should be locked at all times when not in use. Nothing in this Section shall be interpreted to

prohibit individual principals/supervisors/administrators from maintaining a file on individual Professional Staff Members under their supervision.

B. Except in response to a valid subpoena or as required by the order of a court having jurisdiction to order the production of documents, or as otherwise required by law, the personnel file referred to in this Article shall not be released, made available for inspection, or in any other way disclosed to members of the public for any reason. It is understood that nothing in this Section precludes the Treasurer of the BOARD from making public any official action of the BOARD, as reflected on the official minutes of the BOARD.

C. Except as otherwise required by law, personnel files are privileged – open to inspection by the individual concerned, members of the BOARD administrative personnel related to the area on a "need to know" basis, and authorized representatives of the Professional Staff Member. Neither the individual concerned nor his/her representative shall see confidential reference materials or college references.

D. Any incidents of work included in the official file must be acknowledged by the Professional Staff Member concerned.

E. If and when a Professional Staff Member and the Superintendent or Director of Human Resources agree that there is adequate evidence that certain material in said Professional Staff Member's official file is irrelevant, inappropriate or false or if validity of the complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.

F. If the Professional Staff Member feels any material in his/her personnel file is not irrelevant, inappropriate or false, but is derogatory to his/her conduct, service or character, he/she shall have the right to submit a written answer to such material and his/her answer shall be attached to the official file copy.

G. Anonymous letters or materials shall not be placed in a Professional Staff Member's file nor shall they be made a matter of record.

H. Personnel record files may include, but not be restricted to some or all of the following:

1. Application for employment, including references (Confidential-not available to Professional Staff Member or his/her representatives).

2. Copy of latest contract, properly signed, and/or salary notice.

3. Ohio Teaching Certificate/License, or a copy.

4. Official Transcript of college credits.

5. Incidents of work.

6. T.B. test, x-ray results, or other medical forms.

7. Record of military service.

8. Evaluation forms.

9. Personal records or other professional data.

10. Other documentation properly placed in personnel file.

I. Professional Staff Members shall be informed of any complaint by a parent, student, citizen and/or administrator which is directed toward them if the subject of the complaint may become a matter of record. "A matter of record" shall be defined as a written complaint, letter of reprimand or any document, to be included in the Professional Staff Member's personnel file, with the exception of evaluation forms. A written complaint by other than an administrator shall not be placed in a Professional Staff Member's personnel file unless an investigation, which includes an opportunity for input from the Professional Staff Member(s) involved, has been conducted by an appropriate administrator designated by the Superintendent. After the completion of the investigation, the designated administrator shall make a determination as to whether the written complaint and/or the administrator's report of the matter shall be placed in the Professional Staff Member's personnel file. The provisions of Section 10.10 F. above shall be applicable to such file materials.

J. Any material of a complimentary or critical nature which affects a Professional Staff Member's evaluation, non-renewal or dismissal shall become the subject of documentation.

10.11 Standards-Based Teacher Evaluation

The Board is responsible for adopting and implementing in consultation with teachers a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers as approved by the State Board of Education, as amended, which aligns with the "Standards for the Teaching Profession" as set forth in State law.

A. Definitions

1. "OTES" – is the Ohio Teacher Evaluation System as adopted by the Ohio Statement Board of Education in 2011, as it existed July 1, 2013. (Amendments to Ohio law or changes by the State Board of Education or the Ohio Department of Education (ODE) to OTES during the term of the negotiated agreement will be deferred until the expiration of the negotiated agreement. However, if Ohio law, the State Board, or ODE changes the matrix for the final summative rating so that the percentage weight of student growth measures is lowered, the district will use the lower percentage. For example, if the 50/50 percentage split is changed to 65/35 percentage split, the new split will be used.)

2. "Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing student instruction and who is working under one of the following:

   a. a license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226;

   b. a permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

   c. a permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006.

   Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

3. "Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who is credentialed as set forth in R.C. 3319.111(D) and who is employed as an administrator by the Board or who is employed by the ESC and assigned full time to BCSD as an administrator or supervisor.

B. Standards-Based Teacher Evaluation

Teacher evaluations will be based in equal part upon teacher performance (50%) and student growth (50%). However, if Ohio law, the State Board, or ODE changes the matrix for the final summative rating so that the percentage weight of student growth measures is lowered, the district will use the lower percentage. For example, if the 50/50 percentage split is changed to 65/35 percentage split, the new split will be used.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;
2. Skilled;
3. Developing; or
4. Ineffective

as prescribed by statute and ODE's standard-based teacher evaluation framework.

C. Assessment of Teacher Performance

Teacher performance will be evaluated based on the *Ohio Standards for the Teaching Profession* and will be assessed through formal observations, informal observations also known as "classroom walkthroughs," and other methods of gathering teacher performance data.

D. Evaluation Procedure

1. All teachers: All teachers shall be evaluated at least once each school year based on at least two (2) formal observations and classroom walkthroughs, except as provided below.

2. Teachers under consideration for nonrenewal: Teachers on limited contracts who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs.

3. Accomplished teachers:

   a. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every other school year.

   b. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may complete a Board-approved project in place of one of the required observations.

Formal observations shall be a minimum of thirty (30) minutes in duration.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

E. Assessment of Student Growth

Student growth will be calculated by assessing achievement for an individual student occurring between two (2) points in time. Students who have forty-five (45) or more excused or unexcused absences for the school year will not be included in the determination of student academic growth. If Ohio law is amended to exclude additional students, the Board will follow Ohio law.

To measure student growth, the Board will use value-added data (or an alternative student academic progress measure if adopted by ODE), ODE-approved vendor assessments, and/or locally determined student growth measures, as specified in R.C. 3319.112.

F. Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the "Evaluation Matrix" established by ODE in its framework, as that framework existed on July 1, 2013. (Amendments to Ohio law or changes by the State Board of Education or the Ohio Department of Education to the Evaluation Matrix or the framework during the term of the negotiated agreement will be deferred until expiration of the negotiated agreement. However, if Ohio law, the State Board, or

ODE changes the matrix for the final summative rating so that the percentage weight of student growth measures is lowered, the district will use the lower percentage. For example, if the 50/50 percentage split is changed to 65/35 percentage split, the new split will be used).

G. Professional Growth Plans and Professional Improvement Plans

Each teacher must develop either a professional growth plan or professional improvement plan as set forth in ODE's framework.

H. Board Professional Development Plan

The Board will allocate financial resources to support the professional development of teachers covered by this policy.

I. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

The evaluation results will be used by the Superintendent for employment decisions, including, but not limited to, retention, promotion for teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Seniority shall not be the basis for a decision to retain a teacher, except when deciding between teachers who have "comparable" evaluations.

J. Evaluation Program Booklet

The purpose of Professional Staff Member evaluation is to improve pupil instruction. The Professional Staff Member evaluation program entitled "The Teacher Evaluation Program, Promoting Continuous Improvement Through Professional Growth" dated June 2013, is incorporated into this AGREEMENT and shall remain in full force and effect until a successor program is negotiated by the parties or until it is amended by the parties. The District Evaluation Committee will make recommendations to the parties regarding any proposed changes.

K. General Provisions

1. The Principal or Assistant Principal is the evaluator who determines the final teacher performance rating.

2. Comments on the evaluation must be based on evidence collection by the credentialed evaluator and/or documentation properly placed in the Professional Staff Member's personnel file.

3. Criticism of any other person besides the Professional Staff Member being evaluated should not be included in the evaluation.

4. In the event a Professional Staff Member does not agree with any evaluation or with the objectives for professional growth established by the building principal, the Professional Staff Member may file a grievance concerning such evaluation or objectives; provided however, such grievance shall not be appealable to arbitration.

5. Any teacher who has a summative rating of Ineffective, will be provided with two days of professional development opportunities (in one-half day increments). It will be highly recommended that these teachers attend this professional development. The professional development will be open for attendance of other teachers as space permits.

10.12 Complaints Against Staff

A. Upon receiving a written or verbal complaint of a very serious nature from a parent/guardian against a Professional Staff Member, the Principal shall discuss it with the Professional Staff Member within a reasonable period of time following the receipt of said complaint; and if anything is reduced to writing, the Professional Staff Member shall be given a copy. If a BOARD Member or Central Office Administrator receives a written or verbal complaint about a Professional Staff Member, he/she will refer the complainant to the appropriate administrator who shall fully advise the Professional Staff Member of the expressed concerns.

B. If a conference is deemed necessary by the Professional Staff Member, the Principal or the parent, the guidelines shall be followed as set forth in 12.05.

C. If a written answer is given to a complaint, the Professional Staff Member(s) shall be furnished a copy.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

11.01 Professional Meeting Attendance

A. Subject Matter and School Program Oriented Meetings.

1. Application form, Appendix J, provided by the Central Office, shall be submitted to the Principal or Supervisor at least two (2) weeks prior to the date of the meeting. A written approval or rejection will be returned to the applicant from the Central Office.

2. Attendance is limited to one (1) person from a department or office at any one meeting except as approved by the Superintendent.

3. Registration fee shall be a legitimate expense. When cost of meals is included in the registration fee, actual cost of such meals will be paid. Meal allowance, as such, will be limited to actual cost of meals, as verified by receipts, to a maximum of $30.00 per day.

4. The Professional Staff Member shall share pertinent information or materials received at the Professional Meeting with staff members by either a written memo or oral report, as determined by the Professional Staff Member, at the earliest appropriate time.

5. Preference shall be extended to Professional Staff Members or staff members NOT having previously attended meetings.

6. Attendance shall be authorized by the Superintendent in accordance with school system needs and fund limitations.

7. Refusal to grant attendance at the above professional meetings shall not be grounds for a grievance.

11.02 In-service Training

The first scheduled work day will be an in-service day for all Professional Staff Members. A general session for all staff will be held in the morning. Following the general session, Professional Staff Members shall report to their appropriate building(s). Building in-service will be held for the Professional Staff Members assigned to each individual building as determined by the appropriate building Principal. Building "in-service" will be of no more than two and one-half (2 1/2) hours in duration. Thereafter, the Professional Staff Members assigned to the Building may use the remainder of the day as a workday to set up their classroom and do other forms of in-service to start the school year.

11.03 Observation Days

Any Professional Staff Member may observe some other Professional Staff Member's class and instruction at least once each semester as part of in-service training. First priority for visitation is within the visiting Professional Staff Member's own building and is to be during the visiting Professional Staff Member's regular planning period or other unscheduled time. Visitations to other school buildings outside the school system or within the school system may be approved upon request of the Professional Staff Member or Principal if arrangements can be worked out between the Principal and the Professional Staff Members involved. Visitations pursuant to this Article shall be scheduled in consultation with, and subject to the approval of, the Building Principal and the Professional Staff Member to be visited. Visitations shall be requested on a form provided (Appendix K). If possible, the visiting Professional Staff Member shall submit the Observation Request Form to his/her building Principal for approval with a copy to be sent to the Professional Staff Member to be observed at least five (5) days in advance of date of observation.

11.04 Curriculum Improvement Council

A. A Curriculum Improvement Council will be formed each year. The purpose of the CIC is to research, develop and recommend curricular programs that best meet the needs and desires of the District. Minutes of all CIC meetings will be sent to

the ASSOCIATION and the designees of the Superintendent. Procedures may be changed by action of the CIC members with the exception of organization membership which is to remain the same unless changed by the BOARD and the ASSOCIATION.

B. The CIC cannot make administrative policy or effect personnel assignments. The CIC shall have only the authority to act in an advisory capacity to the Superintendent. The recommendations of the CIC shall be submitted to the Superintendent for his determination as to what recommendations, if any, he shall submit to the BOARD. The Superintendent will determine what course of action to take with respect to the recommendations of the CIC within forty five (45) days after receipt of such recommendation and will communicate this determination to the CIC.

C. Organization

1. Membership: The CIC shall have the following membership:

   a. Assistant Superintendent/Curriculum and Instruction
   b. Elementary Principal
   c. 9, 10, 11, 12 Professional Staff Member
   d. 3, 4, 5 Professional Staff Member
   e. 6, 7, 8 Professional Staff Member
   f. Parents (2)
   g. Pre-K, K, 1, 2 Professional Staff Member
   h. Student
   i. Secondary Principal
   j. Professional Staff Member-at-Large

2. The Professional Staff Member members on the CIC will be selected by the ASSOCIATION President.

D. The existence of the CIC does not preclude other types of curriculum committees, textbook committee and various other study committees established on a need basis.

11.05 Professional Development Committee

A. Structure

In accordance with Ohio Revised Code 3319.22, a Local Professional Development Committee (LPDC) shall be formed to establish and review the standards and requirements for obtaining professional credentials.

1. An LPDC shall be established to decide equivalent activities toward Continuing Education Units (CEUs); develop a format for Individual Professional Development Plan (IPDP) Proposals for District-wide use; establish appropriate training in the IPDP process for all members; review breaches of confidentiality and to establish and implement an appeals procedure.

   a. LPDC Membership: The LPDC shall be composed of seven (7) members. Four (4) shall be Professional Staff Members appointed as per the ASSOCIATION's Constitution and By-Laws, and each Professional Staff Member shall serve a term of two (2) years in a staggered rotation as per the ASSOCIATION's Constitution and By-laws.

   b. Vacancy: In the event there is a vacancy for a Professional Staff Member on the LPDC, a new Professional Staff Member will be appointed as per the ASSOCIATION's Constitution and By-laws to fulfill the vacant term.

   c. LPDC Operating Procedures: Members of the LPDC shall elect a Chairperson at the first meeting. Additionally, the LPDC shall determine its operating procedures and meetings schedule by consensus. A quorum is one over half membership. Meetings shall be held when possible outside the school day to keep the School District costs at a minimum. Where consensus is not possible, a vote of simple majority of the full membership of the Committee shall be required for action.

   d. Removal of a Member. Members of the LPDC serve at the pleasure of the appointing official and may be appointed and/or removed by the appointing officials with just cause.

B. Professional Staff Member's Individual Professional Development Plan

In accordance with ORC 3319.22 and the Department of Education Regulation 3301-24-08, each educator who desires to fulfill the license renewal is responsible for the design of an Individual IPDP subject to approval of the LPDC. The IPDP shall be based on the needs of the educator, the students, the school, and the District.

C. Appeals Process

An Educator may request a written explanation of .the decision of the LPDC and may appeal the decision through a due process hearing with an Ad Hoc Committee of the LPDC. This Ad Hoc Committee shall be comprised of one member approved by the LPDC, a District educator of the Educators' choice, and a mutually agreed upon person as a third member. Upon receipt of an appeal, the LPDC Ad Hoc Committee shall meet within ten (10) work days with the Educator

and his/her representative(s). The appeal shall be filed with the Chairperson of the LPDC. The decision of the LPDC Ad Hoc Committee shall be final and binding.

D. Clerical Service

The BOARD shall be responsible for clerical and record keeping service for the LPDC.

E. Stipend

The four (4) Professional Staff Members of the LPDC designated by the ASSOCIATION each shall receive an annual stipend based upon Scale 11, Step 3 of the Supplemental Salary Schedule. The Professional Staff Member who serves as chairperson shall receive an annual stipend based upon Scale 10, Step 1 of the Supplemental Salary Schedule. This stipend shall not set a precedent for other District committees.

11.06 Resident Educator Program

A. A committee of four (4) Professional Staff Members appointed by the Association and four (4) administrators appointed by the Superintendent shall review Resident Educator Program guidelines as needed and this committee shall recommend change for the bargaining teams to B. Stipend and C. Exchange Time below.

B. Stipend

Mentors assigned to entry year teachers shall receive an annual stipend based upon Scale 10, Step 1 of the Supplemental Salary Schedule. The Head Mentor shall receive an annual stipend based upon Scale 9, Step 1 of the Supplemental Salary Schedule.

C. Exchange Time

The Mentor may count the mentoring experience as the seven (7) clock hours of staff development as required in Article 11.07 or the Mentor may take an exchange day. The day to be exchanged must be approved, in advance, by the building principal.

11.07 Master Teacher Committee

A. Master Teacher Committee

1. The Master Teacher Committee (MTC) shall be composed of five (5) members. Three (3) of the members shall be Professional Staff Members appointed as per the ASSOCIATION's Constitution and By-Laws. Two (2) members will be appointed by the Superintendent from the district's administrative team. Each member of the committee shall serve a term of

two (2) years in a staggered rotation. All members of the committee shall be required to successfully complete the ODE-sponsored Master Teacher training course before the start of their term.

2. Vacancy: In the event there is a vacancy for a Professional Staff Member on the MTC, a new Professional Staff Member will be appointed as per the ASSOCIATION's Constitution and By-Laws to fulfill the vacant term.

3. MTC Operating Procedures: Members of the MTC shall elect a Chairperson from among the current Professional Staff Members serving on the committee at the first meeting. Additionally, the MTC shall determine its operating procedures and meetings schedule by consensus. A quorum is one over half membership. Meetings shall be held when possible, a vote of simple majority of the full membership of the Committee shall be required for action.

4. Removal of a Member: Members of the MTC serve at the pleasure of the appointing official and may be appointed and/or removed by the appointing officials with just cause.

B. Master Teacher Applications

Each educator who desires to fulfill the requirements of Master Teacher designation is responsible for the completion of the Master Teacher Application form and process as outlined by the Ohio Department of Education. The MTC shall score each application based on the state-designated Master Teacher Scoring Rubric.

C. Appeals Process

An educator denied Master Teacher designation and who believes that the processes and procedures outline in the application were not followed, may request a written explanation of the decision of the MTC within ten (10) workdays upon receipt of notification of the Master Teacher denial. No appeals will be considered based on scoring of a candidate's application. Upon receipt of the written response from the MTC, the educator may appeal the MTC's decision to the Ad Hoc Committee of the Local Professional Development Committee (LPDC). The educator may submit a letter of appeal to the Chairperson of the LPDC outlining the reason(s) for the appeal within ten (10) workdays upon receipt of the written response from the MTC. The Ad Hoc Committee shall be comprised of the Chairpersons of the LPDC and the MTC, and a member of the district's administrative team assigned by the Superintendent. Upon receipt of the written appeal, the Ad Hoc Committee shall meet within ten (10) workdays with the educator to review the appeal hearing. The decision of the Ad Hoc is final and not subject to the grievance procedure.

The denied applicant may reapply for Master Teacher during the following school year.

D. Stipend

The three (3) Professional Staff Members of the MTC designated by the ASSOCIATION shall each receive a stipend based upon Scale 10, Step 1 of the Supplemental Salary Schedule. The Professional Staff Member who serves as chairperson shall receive an annual stipend based upon Scale 10, Step 2 of the Supplemental Salary Schedule. This stipend shall not set a precedent for other District committees.

ARTICLE 12 – WORK DAY AND WORK YEAR

12.01 School Day

A. Normal working day for Professional Staff Members will be seven hours and 30 minutes in length including a duty-free lunch period of thirty (30) minutes and a conference or preparation period. Starting and ending times of individual buildings may vary, but all Professional Staff Members will work a normal working day. Bus schedules and other individual building needs may dictate that Professional Staff Members occasionally carry out other assignments beyond the school day of seven (7) hours and 30 minutes. Such assignments shall not include chaperoning extracurricular activities on non-school days. All Professional Staff Members shall attend meetings called by the administration as a regular part of their teaching duties, if at all possible, unless otherwise excused by the administration. Except in emergencies, notices of such meetings shall be given to the Professional Staff Members at least two (2) days in advance. This section does not include or circumvent the section dealing with faculty meetings.

B. "Days" shall be defined as the 184 Professional Staff Member contract days unless otherwise indicated in a specific article of this AGREEMENT.

C. The preparation period for the Professional Staff Members contracted full-time shall be continuous and equal to the length of the class period in secondary schools or forty-five (45) minutes in the elementary buildings.

D. Covering another Professional Staff Member's class(es) during preparation period for middle school and high school will be on a voluntary basis.

E. Seven-Period Day

1. Every effort will be made to assign Professional Staff Members at the high school and middle school no more than three (3) class preparations a day per semester. Any level within a given subject, which has a separate course of study and is identified by a separate course name, is considered a distinct and separate preparation from all other levels within that subject. If deemed necessary, an assignment of four (4) class preparations per day will be given first to Professional Staff Members who volunteer. However, the principal may make an involuntary assignment of more than three (3) class preparations per day after consultation with the appropriate

Department Chair and the affected Professional Staff Member. This will occur only if student course requests so dictate after the Spring scheduling has been completed and no later than the last day of the school year, unless enrollment changes after the close of the school year require otherwise. There will be no involuntary assignment of five (5) class preparations per day, except under extraordinary circumstances.

2. Every effort will be made to equalize class size within each department as much as possible, based upon student enrollment and need.

12.02 School Calendar

A. The school calendar shall consist of 184 days for Professional Staff Members as follows:

180	Days of instruction (this includes calamity days or any other excused days)
3	In-service Days
+ 1	Record keeping Day at the end of the last semester
184	Days

B. Orientation for new Professional Staff Members shall precede the opening of school.

C. The school year shall begin with staff meetings on the Monday two weeks prior to Labor Day unless Labor Day falls on September 1 or 2, then the school year shall begin with staff meetings on the Monday prior to Labor Day.

D. Labor Day shall be a non-contract day.

E. Columbus Day (Monday) shall be a professional development day.

(Note: Seven hours of professional development will be converted to one additional work day to be used for professional development. For the 2013-2014 school year, the professional development will be regarding OTES and the new district evaluation system.)

F. The day before Thanksgiving, Thanksgiving Day and the following Friday shall be non-contract days.

G. Winter Vacation.

Winter vacation shall consist of ten (10) weekdays under the following guidelines:

School shall close for the entire week (Monday through Friday) containing December 25 and reopen no earlier than January 3.

Exception: When December 25 falls on Sunday or Monday, winter vacation shall start on Wednesday of the week prior, and resume the Wednesday after January 1.

H. Martin Luther King, Jr. Day shall be a non-contract day.

I. President's Day shall be a non-contract day.

J. Spring Vacation.

Spring vacation shall be the week following the end of the third quarter grading period.

K. Memorial Day shall be a non-contract day.

L. A district-wide early student dismissal will occur on the last day of each grading period for the purpose of Professional Staff Member record-keeping. Meetings will not be scheduled on these afternoons.

M. The record-keeping day at the end of the last semester is to be used to prepare the students' yearly grades so that they may be turned in by the Professional Staff Members with the understanding that such grades shall be posted on the School District's official record-keeping forms by the end of records day.

N. A calendar using the above formula shall be adopted by the March BOARD meeting.

O. The daily rate for the Professional Staff Members will be determined by dividing the Professional Staff Member's annual base salary by 184.

P. Nurses, counselors, speech pathologists or kindergarten Professional Staff Members agreeing to work in the Kindergarten Assessment Program prior to the start of school each summer will have the option of being compensated for such day(s) worked by being paid their daily rate as described in Letter O or with an exchange day to be taken during the school year only on day(s) approved by the appropriate Building Principal. A decision to be paid the daily rate or to take exchange days must be made in writing each May and cannot be changed.

Q. <u>Make-up Days</u>

If the calamity day allowance set forth by the ORC is exceeded, designated make-up dates will be added to the end of the school year.

R. The district will have a total of six (6) 2-hour delays for professional development with four planned by the calendar committee to complete Public School Works and with the additional two planned at the discretion of the administration.

12.03 School Procedures

A. The Building Principal will provide his/her Professional Staff Members with that school's written building procedures at the beginning of the school year.

B. Under normal circumstances, the procedure for requesting the purchase of necessary educational supplies shall be by the submission of a completed requisition form by the Professional Staff Member to the appropriate building administrator.

C. All buildings will have telephones in at least one Professional Staff Member's workroom so that the Professional Staff Members can comply with other provisions of this AGREEMENT.

12.04 Faculty Meetings

A. The principal may schedule two (2) regular faculty meetings per month. Faculty meetings may be scheduled before school or after school at the discretion of the principal. Such meetings shall be held to a reasonable length of time (one (1) hour to one (1) hour fifteen (15) minutes under normal conditions). The Building Principal reserves the right to call emergency meetings when conditions warrant. Staff meetings must end at least five (5) minutes before class is scheduled to begin.

B. The holding of faculty meetings does not preclude the holding of various meetings which could be of a voluntary nature.

C. The tentative agenda for regular faculty meeting(s) shall be posted twenty-four (24) hours prior to the meeting in the designated Professional Staff Member's workroom(s).

12.05 Guidelines for Parent-Professional Staff Member Conferences

A. Follow guidelines for individual parent-Professional Staff Member conferences including:

1. All parent-Professional Staff Member conferences are for the benefit of the child.

2. The discretion regarding the presence of a third party is with the Professional Staff Member. If the Professional Staff Member anticipates difficulty, he/she may request the presence of the principal, who should make every reasonable attempt to be present.

3. All parties should be informed, to the extent possible, as to the purpose of the conference.

4. If any party feels that the conference is deteriorating, that party may terminate the conference. The conference should be rescheduled for a later time.

5. The Professional Staff Member must be receptive to a reasonable conference request by a parent. No conference in which a Professional Staff Member is involved shall be scheduled without conferring with the Professional Staff Member.

6. A Professional Staff Member should not be reprimanded in the presence of a parent.

7. Any information discussed in a conference should be confidential except where it might be of benefit to the child.

8. All Professional Staff Members should take the initiative to schedule a parent conference when a potential difficulty is foreseen.

B. Initiate home contacts:

1. Elementary and Middle School – Contact by the Professional Staff Member will be made with those parent(s) or guardian(s) who do not appear for the parent-Professional Staff Member conferences. This contact may be a personal visitation at the home, by telephone or by letter.

2. Secondary – Where class load permits, contact home by telephone or mail if a problem exists.

C. Elementary and Middle School Parent-Professional Staff Member Conferences

1. Elementary and Middle School Parent-Professional Staff Member Conferences for evaluation purposes should last a minimum of 15 minutes per conference and scheduling should be arranged in each building according to the program being used in that building. Two (2) days annually shall be authorized for elementary and middle school parent-Professional Staff Member conferences.

2. Kindergarten Professional Staff Members who teach both morning and afternoon classes will have parent-Professional Staff Member conferences scheduled during the two (2) days authorized each year for parent-Professional Staff Member conference days. If additional time must be scheduled for parent-Professional Staff Member conferences, as determined by the Building Principal, after consultation with the Professional Staff Member, up to one (1) additional day may be scheduled. A substitute Professional Staff Member will be provided.

3. The elementary and middle school Professional Staff Members shall be allowed flex-time in scheduling conferences as approved by the Building Principal.

12.06 Summer School Procedures

A. A list of possible summer school classes will be developed annually and filed with the Director of Human Resources. This list will be developed in cooperation with summer school principals and other appropriate personnel.

B. Applications for summer school positions may be submitted to the Director of Human Resources any time, but those received prior to April 1 will receive first priority.

C. Each March a notice of Summer School Applications and Procedures will be posted. Applications will be available in all Building Principals' offices and the office of the Director of Human Resources.

D. Every effort will be made to inform Professional Staff Members of summer school employment or possibility of employment as early as possible.

E. Summer school Professional Staff Members shall have the same access to educational equipment as the regular school Professional Staff Member.

F. Summer school applicants must be properly certificated and will be interviewed by the appropriate summer school Principal. Selection criteria will be as follows:

1. Previous satisfactory summer school experience in this School District in the same subject.

2. Professional Staff Members from this School District who teach the same subject in the regular school year.

3. Qualified applicants from other schools. (Will be considered only if there is no qualified applicant from our own staff.)

G. See Regular Salary, Article 7, for payment.

12.07 Faculty Councils

A. Faculty Councils shall be formed in each school building. The Council shall consist of Professional Staff Members from within the building. The size and membership of the Council will be decided by the faculty in September. Chairmanship shall be limited to the current ASSOCIATION Representative or a BEA member who is the ASSOCIATION Representative's designee.

B. The purpose of the Council will be to provide a vehicle for communication between the Professional Staff Members from within the building and the

administrative staff of the building. The Faculty Council shall meet with the Building Principal once a month at the request of either Principal or Council to discuss matters of concern to either or both parties.

12.08 Teaching Environment Concern Procedure

Professional Staff Members have the responsibility to bring to the attention of their Building Principal, in writing, the existence, in their opinion, of any unsafe or abnormal conditions in the building which adversely affect the teaching environment. After receiving notice of said condition, the Building Principal shall investigate the matter and report his/her findings to the appropriate administrator and apprise the Professional Staff Member of the disposition of the referral.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.01 Class Size

A. A strong effort will be made in scheduling to keep class size as small as possible and to equalize, to the extent feasible, class size within each building. The BOARD and the Administration will strive to meet the pupil/teacher ratio as recommended in the minimum standards currently in effect for Ohio elementary and secondary schools. Prior to the October count, and with input from teachers, efforts will be made in the K-4 grades to accomplish this goal by building and grade level. To the extent possible or practical, considering all significant relevant factors, an effort will be made to equalize the distribution of regular and main-streamed special education students in each grade/class level/subject within each building. Nothing in this section shall require the District to transfer any pupil or pupils to a different building than the building the student should normally be assigned to based on residence.

B. If either the ASSOCIATION or a Professional Staff Member believes that an imbalance or overload in either an individual class size or in the total teaching load of a Professional Staff Member exists at the October count, the following procedure will be used:

1. Either the Professional Staff Member or the ASSOCIATION shall refer the problem, in writing, to the Building Principal. Thereafter, the Building Principal will confer with the Professional Staff Member and an ASSOCIATION Representative in an effort to resolve the problem.

2. If the conference with the Building Principal fails to resolve the problem, the ASSOCIATION may refer the problem, in writing, to the Superintendent. Thereafter, the Superintendent (or his designee(s)) will confer with the ASSOCIATION Representative(s) and the Professional Staff Member(s) involved in an effort to resolve the problem.

3. The Superintendent's resolution of the alleged imbalance or overload is final.

C. Class size and student load reports will be reviewed by the BEA President or his/her designee and the Director of Human Resources no later than September 15 during the first semester and February 1 during the second semester of each year. Enrollment projections for the next school year will be provided to the BEA President or his/her designee by May 15 of each year.

13.02 Cooperating Professional Staff Members

A. Criteria for Assignment of Student Teachers:

1. Professional Staff Members have the right to ask to take a student teacher or express a desire to have one or not to have one.

2. Selection of the cooperating Professional Staff Member should be made by the Department Head, the Principal and approved by the Director of Human Resources.

3. After acceptance (Paragraph A.1. above), the agreed-upon cooperating Professional Staff Member should be provided a written resume of the student teacher, date of arrival and length of time for student teaching. The resume should provide an excellent basis for the student teacher-cooperating Professional Staff Member interview. Following the interview, the cooperating Professional Staff Member is expected to approve or disapprove working with the student teacher.

4. A student teacher should be limited to one cooperating Professional Staff Member unless a special request is made.

5. The cooperating Professional Staff Member should have been in the teaching area for four (4) years.

6. A Professional Staff Member should only have one student teacher per year, but exceptions can be made where teaming is involved.

7. The student teacher is expected to follow all university teacher preparation guidelines

13.03 Departmentalization

A. Professional Staff Members shall be encouraged to organize at the individual school level to stimulate professional growth, improve instruction, promote curriculum development and provide for continuous assessment of teaching and learning.

Typical faculty organizations may take the form of departments delineated along the lines of subject matter fields at the Middle School and High School level and grade levels in the elementary schools so that Professional Staff Members are grouped in their areas of competency.

It is not the intent of this Article, however, to restrict the operational structure of schools to the departmental type organization. Schools are encouraged to experiment with varied organizational patterns in search of more effective ways of achieving their objectives.

B. High School, Middle School, and Elementary Department Heads are recommended by the Superintendent after consultation with the Assistant Superintendent/Curriculum and Instruction (Assistant Superintendent/Pupil Services, Special Education only) and the Building Principal, and they are employed by the BOARD. Department Heads are directly responsible to the Building Principal.

C. Organization

1. High School: If qualified Professional Staff Members are willing to serve, there shall be a Department Head for the following: Art, Business Education, English, Foreign Language, Guidance, Health and Physical Education, Industrial Technology, Mathematics, Science, Social Studies; Vocational Home Economics and Special Education.

2. Middle School: If qualified Professional Staff Members are willing to serve, there shall be one Department Head for the following: Mathematics, Science, Social Studies, Language Arts, Research and Technology, Special Education and Unified Arts.

3. Elementary: If qualified Professional Staff Members are willing to serve, there shall be one Department Head in each building for the following: Special Education, Grade Levels K-1, 2-3, 4-5 and Unified Arts.

D. Compensation for duties as Department Heads will be based on the extra duty assignment salary schedule. See Article 7 .07 - Supplemental Salary Positions

13.04 General Discipline and Duty

The administration recognizes its responsibilities to support Professional Staff Members in the performance of their duties and shall fully support and assist Professional Teaching Staff Members in the maintenance and control of discipline on school grounds, including hallways, restrooms, parking lots, etc. When possible, the Principal shall assign Professional Staff Members exterior duty on a volunteer basis first. Additional exterior duty will be assigned Professional Staff Members to meet the supervisory requirements of the building determined by the Principal.

For additional information, see Ohio Revised Code 3313.66(c), 2151.022, 2744.03(A)(6), and 3319.41(G).

13.05 Tuition Free Attendance

Children of non-resident Professional Staff Members and/or step-children residing in the Professional Staff Member's household may attend the Beavercreek Schools on a tuition-free basis providing:

A. The Superintendent has the sole right to determine admittance and to assign each student. Resident students shall take priority over nonresident students in all matters of class/course selection and placement. All students are approved on a "current school year only" basis and each year is a separate year. The enrollment of a student under this Section one year does not guarantee enrollment in the next year.

B. The BOARD shall not be responsible for providing any pupil transportation for such students from or to points outside the Beavercreek School District.

C. Professional Staff Members who are not employed before August 1 may submit such request up to three (3) days before the start of the school year.

D. Such students shall be subject to the same rules and regulations as any other student.

E. Student may be suspended or expelled as any other student.

F. Decisions made by the Superintendent under this section are not appealable under the grievance procedure.

13.06 Chronic Communicable Diseases

A. Purpose

The School District desires to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students,. staff and school community members. The purpose of this policy is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases. In response to growing concerns, these measures are outlined in this policy.

The principal philosophy which will guide this district's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

B. Non-Discrimination

A Professional Staff Member who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an employee with any other medical disability and will be provided the full protection of Federal and/or State Law.

No Professional Staff Member shall be subjected to random testing for chronic communicable disease.

C. Confidentiality

The BOARD and all employees of the BOARD involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

D. Medical Evaluation Criteria

The need of a medical evaluation may arise in one of the following ways:

1. A Professional Staff Member may voluntarily inform a school administrator that he/she has a chronic communicable disease.

2. A Professional Staff Member may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the Professional Staff Member to review concerns. During this conference, the employee may acknowledge contraction of chronic communicable disease.

3. If it is not ascertained at the previous private conference that the Professional Staff Member has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the Professional Staff Member, the administrator shall request a second conference with the employee to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at that time or shall refer the matter to the Superintendent.

   The administrator shall keep the Superintendent informed of the results of each situation as outlined in paragraph 1, 2 or 3 above. If as a result of the information received from the administrator, the Superintendent determines that there is a need for a medical examination and review, the superintendent shall convene a Medical Review Board comprised of the following:

a. A physician selected by the Professional Staff Member

b. A physician selected by the BOARD

c. The Greene County Health Commissioner or his/her designee.

The Medical Review Board shall provide for an examination of the Professional Staff Member and may obtain upon written voluntary authorization of the Professional Staff Member, all relevant and pertinent medical information from the Professional Staff Member's personal physician.

4. The report rendered by the Medical Review Board shall be restricted to an evaluation of the Professional Staff Member's medical condition and shall clearly provide whether or not the Professional Staff Member has been infected with a chronic communicable disease. If so, then the Medical Review Board shall determine:

a. Whether or not the Professional Staff Member's current medical condition imposes a health risk to others in the school environment and the rationale for the finding. In making that determination, the Medical Review Board shall consider.

i. The nature of the risk of the Professional Staff Member's medical condition

ii. The duration of the medical condition

iii. The severity of the risk of the medical condition

iv. The probability the disease will be transmitted

v. Other relevant factors.

b. The Medical Review Board shall make a recommendation to the Superintendent that the Professional Staff Member should be:

i. Admitted to work unconditionally

ii. Admitted to work under restrictive conditions, or

iii. Not admitted to work.

c. The report of the Medical Review Board shall be in writing and shall set forth all reasons for its recommendations.

d. All costs of the Medical Review Board shall be borne as follows:

i. Professional Staff Member's physician - any cost not borne by Professional Staff Member's insurance shall be paid by the BOARD.

ii. BOARD's physician - cost paid by BOARD.

iii. County Health Commissioner (no costs involved).

e. If elimination of the health risk requires the implementation of a temporary or permanent removal of a Professional Staff Member with a chronic communicable disease, the employer shall comply with the provisions of this contract and ORC 3319.13.

f. Sick Leave/Disability Retirement

A Professional Staff Member diagnosed to have a chronic communicable disease shall have full access to sick leave and disability leave as provided in this AGREEMENT and the Ohio Revised Code.

13.07 Shared Staffing

Shared staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two (2) Professional Staff Members for a specific length of time. No more than two (2) Professional Staff Members may share a single specific teaching assignment.

A. A Professional Staff Member must have completed one (1) year of service in the School District to be eligible for a shared staffing assignment.

B. Shared staffing assignment requests by Professional Staff Members will be considered/granted by the Director of Human Resources.

C. Shared staffing assignments shall be limited to no more than twelve (12) Professional Staff Members. Priority for such assignment requests shall be given to those currently job sharing, then to the Professional Staff Members with greater School District seniority.

D. Shared staffing shall not be implemented for the purpose of avoiding the filling of a full-time position, to cover work of employees on RIF, nor to achieve a reduction in benefits.

E. All leaves and other privileges shall be in accordance with the appropriate provisions of the current AGREEMENT.

F. While in a shared staffing position, a Professional Staff Member will earn sick leave at the rate of 1.25 days per month.

G. Shared staffing partnerships must last through one (1) full school year.

H. Professional Staff Members requesting and receiving a shared staffing assignment must agree to be covered by their spouse's medical and dental insurance plans while on such shared staffing assignment. If the spouse is not covered by any insurance plan, the Professional Staff Member must pay fifty percent (50%) of the monthly premium costs for any insurance coverage offered through the BOARD.

I. Professional Staff Members shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which they are contracted.

J. Currently employed Professional Staff Members who are seeking to form a possible job sharing team or to dissolve a current team for the following year must apply in writing to the Director of Human Resources prior to March 15 of any given year unless there are unusual, extenuating circumstances. Partnerships must be formed no later than June 1. (Appendix Q)

K. The job sharing team shall present a proposed teaching schedule, including all building responsibilities, to the appropriate Building Principal. While it may not be possible, efforts shall be made to make the teaching schedules and responsibilities as equal as possible. Members of a team shall not be assigned duties or responsibilities in excess of a regular full-time position. The schedule shall be approved by the Principal. Both members of the team shall attend orientation day, in-service day, open house and system-scheduled parent conferences. Staff meetings will be attended by one member of the team, depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the team of the meeting content.

L. Upon dissolution of the job partnership, each job sharing Professional Staff Member shall be guaranteed a full-time position in the school from which she/he left if a position is available in that school. If a position is not available in her/his previous school, she/he shall be given a full-time position for which she/he is certified within the School District. If no full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have first choice of positions available, including the job sharing position.

M. The BOARD may, but is not obligated to, grant Professional Staff Member's requests to be assigned to a shared staffing position.

N. The decision by the Superintendent or his/her designee to grant or deny a request by a Professional Staff Member for a shared staffing position is final and not grievable. A Professional Staff Member denied a shared staffing assignment

shall, upon request, have a conference with the Director of Human Resources to review the denial.

13.08 Meeting Individual Student Needs

Where a Professional Staff Member works in conjunction with classified assistants, the Professional Staff Member will inform the assistant's immediate supervisor when the assistant fails to discharge his/her duties in a proper manner. The administrator will take appropriate action as expeditiously as possible.

13.09 Absence of Building Administrator

For the protection of both pupils and Professional Staff Members, there will be an administrator present during the normal school day when the building is open for instructional purposes. In the absence of an administrator, the Principal may request that a Professional Staff Member volunteer as the Principal's representative. A Professional Staff Member volunteering as acting Principal shall be considered the same as a Principal for all purposes under the provisions of ORC 2744.07.

ARTICLE 14 – REDUCTION IN PROFESSIONAL STAFF MEMBERS

14.01 Reasons for RIF

Reduction in Force shall be defined as that process utilized to reduce the number of Professional Staff Members for the following reasons:

A. decreases in pupil enrollment

B. suspension of schools or territorial changes affecting the District

C. return of Professional Staff Members from leaves of absence

D. return to duty of Professional Staff Members on disability leaves of absence

E. anticipated lack of funds.

14.02 Notification of RIF

Having made a determination that such a reduction is to be made, and before any action or recommendation shall be made by the Superintendent, the Superintendent shall cause notice to be given of his intent to recommend suspension of contracts to all Professional Staff Members so affected twenty (20) days prior to any BOARD action to reduce staff, but in no case later than June 1 of a given school year.

14.03 Seniority List

The ASSOCIATION shall receive, along with all Professional Staff Members to be reduced, a seniority-continuing contract list, including each Professional Staff Member's area of certification/licensure on file in his/her official file and present teaching/building

assignment. Such list shall first rank all Professional Staff Members with a continuing contract by order of School District seniority; next listed shall be all Professional Staff Members who do not have a continuing contract ranked by School District seniority and such listing shall include area or areas of certification/licensure, present teaching/building assignment.

14.04 Procedure

All reduction in staff pursuant to this policy shall be made first by attrition and then as follows:

A. Staff reduction procedures will be made system-wide according to Professional Staff Member's area(s) of certification/license on file in the office of the Director of Human Resources and valid on the date of contract suspension.

B. For the 2013-14 and 2014-15 school years, all teachers shall be considered "comparable" on evaluation ratings for purposes of reduction in force. This provision automatically expires on June 30, 2015.

C. Contracts of Professional Staff Members serving under temporary certificates or in their first year of teaching on a one-year only contract for Professional Staff Members on a leave of absence shall be considered next.

D. Contracts of Professional Staff Members on limited contracts and teaching for Professional Staff Members on a leave of absence for the second consecutive year or more and contracts of all other Professional Staff Members on limited contracts shall be placed on the seniority list. These Professional Staff Members shall be considered next and shall be suspended on a last employed - first suspended basis. Should the length of continuous service be equal for two or more Professional Staff Members considered for suspension, then the total years of teaching experience in the School District (minus time accrued on a BOARD-approved Leave of Absence, except Maternity and Child Care Leave) shall prevail, and if prior teaching experience is equal, the following should be used to determine which contract shall be suspended: First - holding of graduate degree in subject matter or field of study; second - semester hours in the subject matter or field of study; third - graduate degree in unrelated subject area or field of study; and finally, semester hours in an unrelated subject area or field of study.

E. Should it become necessary to suspend any Professional Staff Member with a continuing contract pursuant to this policy, such suspension shall be made from Professional Staff Members with a continuing contract on a last employed - first suspended basis. Should the length of continuous service for two or more Professional Staff Members with a continuing contract who are being considered for suspension be equal, then the procedure outlined in paragraph 3 of this Section shall be followed.

F. It is understood that voluntary transfer requests may be considered and involuntary transfers affected, as determined by the Superintendent, in order to

assign Professional Staff Members whose contracts have not been suspended so as to meet the staffing needs of the District. However, involuntary transfers will be used only after the voluntary transfer process has not placed displaced Professional Staff Members in available positions.

G. Any Professional Staff Member displaced from his/her current teaching assignment due to reduction in force may bump the most junior Professional Staff Member in another teaching field in which he/she is certificated/licensed, provided such certification/licensure is on file with the Director of Human Resources. In no event shall a Professional Staff Member without a continuing contract or part-time Professional Staff Member without a continuing contract exercise bumping rights over a full-time Professional Staff Member.

14.05 Seniority Defined

Seniority shall be defined as the continuous service or employment of a Professional Staff Member beginning with the date the BOARD, by resolution, offered the contract of employment.

14.06 Continuous Employment

Continuous employment for purposes of this policy shall include:

A. all time on sick leave

B. all time on disability leave while receiving Workers' Compensation as a result of employment with the BOARD

C. all time while on involuntary military leave of absence

D. all time during suspension of a Professional Staff Member if the Professional Staff Member is reinstated.

E. all time on Maternity and/or Child Care Leave.

F. all time accrued on any BOARD-approved Leave of Absence.

G. all time on Family and Medical Leave.

14.07 Seniority Loss

Seniority shall be lost when a Professional Staff Member.

A. Resigns

B. Retires

C. Leaves the employ of the BOARD due to non-renewal, provided the Professional Staff Member is not re-employed at the start of the next school year and incurs no actual break in service, and due to termination of contract.

14.08 Rights to Recall

Professional Staff Members whose contracts have been suspended pursuant to reduction shall have recall rights as follows:

A. Recall of Professional Staff Members' contracts shall be made system-wide according to Professional Staff Members' area(s) of certification/licensure on file in the Director of Human Resources' Office and valid at the time of recall on a last suspended first recalled basis.

B. Upon being recalled, the Professional Staff Member shall be placed at the same contract status and salary placement and retain the same seniority and benefits as held when said Professional Staff Member's contract was suspended.

C. Recall rights shall be for a period of twenty-one (21) calendar months after the effective date of suspension of the contract. Professional Staff Members who wish restoration shall keep their current address on file with the Treasurer of the BOARD. Professional Staff Members who do not respond to a restoration notice for five (5) school days (or ten (10) calendar days when school is not in session) after receipt of notice by certified mail (or if such notice is returned undelivered) shall forfeit all rights to restoration.

14.09 Exclusions

Professional Staff Members employed for the first year for Professional Staff Members on an approved leave of absence, or filling a part-time or full-time temporary position, shall not be governed by this policy even if the total teaching staff members at either the elementary, middle school or high school levels is less than the total teaching staff members at either elementary, middle school or high school levels during the school year immediately following the school year said Professional Staff Members were under contract.

14.10 November 2013 Levy

If the Beavercreek Local School District's levy passes in November 2013, the Board will reinstate elementary unified arts in the following school year.

ARTICLE 15 – ASSIGNMENT - TRANSFER – REASSIGNMENTS

15.01 Definitions

Note: The provisions of this Article do not apply in the case of a Reduction in Force.

The following order will be utilized: 15.02, 15.03, 15.04.

A. Reassignment – A voluntary/involuntary change of subject or grade level teaching assignment within a building, e.g., 4th grade to 3rd grade or secondary Social Studies to English within a particular building.

B. Transfer – A voluntary/involuntary change of subject or grade level from one building to another, e.g., 1st grade at Shaw to 5th grade at Parkwood or Math at Ferguson to Math at the High School.

C. Vacancy – An open position which may result from a transfer, reassignment, resignation, retirement or non-renewal. A vacancy in any building exists only after all staff reassignments within a particular building have been finalized.

D. Displaced Professional Staff Member – A Professional Staff Member who is not assigned to the same certification/license/grade level or is without an assignment for the next school year due to enrollment shifts, but not due to a reduction in force.

15.02 Reassignment Procedure

A. The Building Principal shall notify (via e-mail or staff memorandum) the building's Professional Staff Members that an open position exists.

B. Professional Staff Members shall notify (in writing) the Building Principal if they wish to be considered for the open position.

C. The Building Principal will consider all requests for reassignment and will inform the Professional Staff Members, who requested consideration, of his/her determination before a vacancy is posted.

D. Reassignments shall be determined by each Building Principal.

E. If, in the opinion of the Building Principal, all persons requesting reassignments are equal in qualification factors as outlined in 15.05 below, the Professional Staff Member with the greater seniority, as defined in 14.05**,** will be given preference.

15.03 Voluntary Transfers

A. Professional Staff Members interested in applying for a posted vacancy must make a transfer request (via email or in writing) to the Director of Human Resources by the end of the posted deadline date and must include the following:

1. Date of Application

2. Applicant's Name

3. Current Building and Assignment

4. Specific Vacancy or Vacancies in which interested

5. Certification/License

6. Signature

Only Professional Staff Members currently under contract and recommended for renewal in April for the following school year will be given consideration for Voluntary Transfer requests. The administrator can interview any applicant for more than one vacancy in the same interview.

B. A displaced Professional Staff Member will be given the opportunity to apply and interview for vacancies before non-displaced applicants are interviewed regardless of the Posting Procedure outlined in 15.08 below.

C. Transfers will not be made for openings available due to a Professional Staff Member on a leave of absence.

D. Unless the position is filled by a displaced Professional Staff Member (see B. above), those requesting transfers, in writing, or via email, to a specific posted vacancy will be given an opportunity to interview with the appropriate Building Principal.

E. Transfer requests shall remain active only during the school year in which filed and will not be carried over for future consideration in succeeding years.

F. A request for a transfer does not guarantee it will be granted. The Superintendent reserves the right to assign all Professional Staff Members.

G. Transfer requests for the following school year will be considered for only those vacancies occurring on or before July 20.

H. Transfer requests will not be considered until all persons displaced due to RIF have been assigned a teaching position for the coming year.

I. Seniority (as defined in 14.05) will be given consideration on all voluntary transfers.

15.04 Involuntary Transfers

A. Involuntary transfers or assignments may be made by the Superintendent for any reason which, in his judgment, will serve the best interests of the Professional Staff Member and/or School District.

B. Prior to any involuntary transfer, the Professional Staff Member affected will first be informed in writing by the Director of Human Resources and second, will upon written request of the Professional Staff Member, be granted a personal interview for further discussion with the Superintendent.

C. The judgment decision of the administrator involving voluntary or involuntary transfers is not subject to review under the grievance/arbitration provisions of this AGREEMENT. However, misinterpretation, misapplication or violation of procedural steps involving transfers are subject to grievance/arbitration.

15.05 Qualification Factors

Before recruiting new Professional Staff Members, the administration shall survey staff members for possible transfer to a different building or upgrading (see Vacancy Posting Procedure). Present Professional Staff Members who are qualified and have applied for a posted position will be given preference for transfer over new hires if equally qualified. In making such decisions, the BOARD agrees to give consideration to such factors as, but not limited to, the professional background of the applicants, their length of service, work performance in the School District and experience elsewhere. It shall be understood that the filling of any position shall be governed by the principle of providing the best person for the position and the BOARD and Administration reserve at all times the right to hire and place the best qualified Professional Staff Members available in any position.

15.06 Assignment

Each Professional Staff Member shall be assigned to a specific teaching position by or under the direction of the Superintendent and may be transferred to any other position which, in the sole judgment of the Superintendent, is for the welfare of the Professional Staff Member and/or school.

15.07 Applicant Consideration

Except for an open position filled by involuntary transfer, in filling an open position in any building, applicants will be considered in the following order: First – Displaced Professional Staff Members, Second – Applicants seeking reassignment, Third – Professional Staff Members seeking voluntary transfer.

15.08 Vacancy Posting Procedure

A. Bargaining unit vacancies that occur after the start of the school year will be filled on a temporary basis until the end of the school year at which time the position will be considered vacant.

B. All vacancies that occur prior to July 20 of each year shall be sent to each Professional Staff Member's school e-mail address. Each vacancy announcement shall include the building location and certification/license requirements. The deadline for an application for a vacancy shall be seven (7) calendar days from the e-mail date.

Professional Staff Members requesting notification of vacancies that occur between the last day of school for Professional Staff Members and on or before July 20 shall submit a written request to the Director of Human Resources by the

last Professional Staff Member workday along with self-addressed, stamped envelopes.

C. All open supplemental positions, except those asterisked in Section 7.07 (Supplemental Salary Positions), will be sent to Professional Staff Members' school e-mail address. The deadline for an application for a vacancy shall be seven (7) calendar days from the e-mail date.

D. For any open supplemental position, the Board has the right to hire and place the best-qualified person for the position.

15.09 Notice of Assignment

The administration agrees to provide Professional Staff Members with a written notice of their tentative building assignment on or before the close of the school year with the expressed understanding that assignments may be revised. Professional Staff Members shall be advised as soon as possible when changes become necessary.

ARTICLE 16 – NON-DISCRIMINATION POLICY STATEMENT

16.01 EEO Statement

In accordance with and as limited by applicable law, the BOARD agrees to extend employment opportunity to qualified applicants on a non-discriminatory basis without regard to race, color, religion, sex (including pregnancy), age (40 or older), disability or genetic information, national origin, or membership or non-membership in the ASSOCIATION.

16.02 Education Program or Activity

In accordance with and as limited by applicable law, no Professional Staff Member shall, on the basis of sex, be excluded from participation in, denied, the benefit of, or be subjected to discrimination under any education program or activity.

ARTICLE 17 – DURATION AND IMPLEMENTATION

17.01 Duration

This AGREEMENT shall be effective from August 1, 2013, and shall continue in full force and effect until July 31, 2015, and from year to year thereafter, unless either the BOARD or the ASSOCIATION serves written notice on the other of its intention to either terminate, amend, or modify this AGREEMENT as required by Article 2, Section 2.02 of this AGREEMENT. Any agreement or amendment supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

17.02 Implementation

This AGREEMENT shall be the base from which future negotiations shall proceed. If any items in this AGREEMENT are not changed through future negotiations, it shall be carried forward, automatically, in writing, to each future Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date indicated by each name.

THE BOARD OF EDUCATION OF THE BEAVERCREEK CITY SCHOOL DISTRICT

By _____
Al Nels, President Date

By _____
William McGlothlin, Superintendent Date

By _____
Ernie Strawser, Interim Treasurer Date

By _____
Deron Schwieterman Date
Director of Human Resources

BEAVERCREEK EDUCATION ASSOCIATION

By _____
Patrick Poor, President Date

By _____
Marty Hammonds, Vice President Date

By _____
Becki Villamagna Date
Labor Relations Consultant and Designated Representative

6245904v3

MEMORANDUM OF UNDERSTANDING

Nurse and Counselor Evaluation

SCHOOL NURSE EVALUATION

Standards Of Professional Performance				
Standard I. Quality of Care The school nurse systematically evaluates the quality and effectiveness of school nursing practice.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Participates in quality assurance activities as appropriate to the individual's position and practice environment.				
2. Cooperates with health-care partners in required quality assurance activities and documentation, where appropriate.				
3. Collects data to monitor quality and effectiveness of school health care.				
4. Uses a process of evaluation to determine quality and effectiveness of school health services.				
5. Formulates recommendations to improve personal or district school nursing practice and/or client outcomes.				
6. Develops district policies, procedures, and practice guidelines to improve quality of care.				
7. Uses the results of quality assurance activities to initiate changes in school nursing practice and school health services, as appropriate.				
8. Strives continuously to improve the quality and effectiveness of school health services.				
Comments:				

Standard II. Performance Appraisal The school nurse evaluates her/his own nursing practice in relation to professional practice standards and relevant statutes, regulations, and policies.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Participates in performance appraisal on a regular basis, identifying areas of personal strength and weakness as well as ways to refine professional development.				
2. Seeks and acts on constructive feedback regarding one's own practice.				
3. Takes action to achieve goals identified during performance appraisal.				
4. Initiates and participates in peer review, as appropriate.				
5. Demonstrates knowledge of and acts within current professional practice standards, relevant education and health care laws and regulations, and district policies.				
Comments:				

Standard III. Education The school nurse acquires and maintains current knowledge and competency in nursing practice.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Acquires knowledge and skills appropriate to the specialty practice of school nursing on a regular and ongoing basis.				
2. Participates consistently in continuing education activities related to current clinical knowledge, program management, and other professional issues.				
3. Seeks experience to maintain current clinical skills and competence.				
Comments:				

Standard IV. Collegiality The school nurse interacts with, and contributes to, the professional development of peers and school personnel as colleagues.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Shares knowledge and skills with nursing and interdisciplinary colleagues.				
2. Provides peers with constructive feedback regarding their practice.				
3. Interacts with nursing, interdisciplinary colleagues, and partner agency staff to enhance professional practice and the health care of students.				
4. Contributes to an environment that is conducive to clinical education of nursing students, other health care students, and other employees.				
5. Contributes to a supportive and healthy work environment.				
6. Participates in appropriate professional organizations in a membership and/or leadership capacity.				
Comments:				

Standard V. Ethics The school nurse's decisions and actions on behalf of patients are determined in an ethical manner.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Is guided by the *Code for Nurses* (ANA), *Code of Ethics with Interpretive Statement for School Nurses* (NASN), and appropriate state nurse practice acts.				
2. Delivers care and manages programs in a nonjudgmental and nondiscriminatory manner that is sensitive to student diversity in the school community.				
3. Delivers care and manages programs in a manner that promotes and preserves student and family autonomy, dignity, and rights.				
4. Seeks available resources to formulate ethical decisions.				
5. Acts as a client advocate. • Integrates ethical provisions in all areas of practice. • Assisting patients in developing skills for self advocacy.				
6. Maintains client confidentiality within legal, regulatory, and ethical parameters of health and education.				
7. Maintains a therapeutic and professional patient-nurse relationship with appropriate professional role boundaries.				
8. Informs administrators or others of the risks, benefits, and outcomes of programs and decisions that affect healthcare delivery.				
Comments:				

Standard VI. Collaboration The school nurse collaborates with the student, family, school staff, community, and other providers in providing client care.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Communicates clearly both verbally and in writing with the student, family, school staff, and school-based, school-linked, private, and community agency providers regarding client care and nursing's role in the provision of care.				
2. Collaborates with the student, family, school staff, and school-based, school-linked, private, and community agency providers in the formulation of overall goals, time lines, nursing care plans, and case management decisions related to care and delivery of services.				
3. Assists students to provide developmentally appropriate self-care.				
4. Assists individual students in developing appropriate skills to advocate for themselves.				
5. Consults with and utilizes the expertise and services of school-based, school-linked, private, and community agency health and mental health care providers for client care, as needed.				
6. Makes referrals, including provisions for continuity of care, as needed.				
Comments:				

Standard VII. Research The school nurse promotes use of research findings in school nursing practice.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Utilizes available research in developing the health programs and individual client plans of care and interventions.				
2. Participates in research activities appropriate to the nurse's education, position, and practice environment. Such activities may include: • Identifying clinical problems suitable for nursing research. • Participating in data collection. • Participating in a unit, organization, or community research committee or program. • Interpreting research activities with others. • Conducting research as an individual or in collaboration with a university/college/school of medicine or nursing. • Critiquing research for application to practice.				
3. Contributes to the nursing literature when and if possible.				
Comments:				

Standard VIII. Resource Utilization The school nurse considers factors to safety, effectiveness, and cost when planning and delivering care.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Evaluates factors related to safety, effectiveness, availability, and cost when choosing between two or more practice options that would result in the same expected patient outcome.				
2. Assists the student, family, school staff, and community in identifying appropriate and available services to address health-related needs.				
3. Assists families to access preventive and treatment services through referral to programs that provide free or low-cost health insurance for children.				
4. Assigns or delegates tasks as defined by the state nurse practice acts and according to the knowledge and skills of the designated caregiver.				
5. Assigns or delegates tasks based on the needs and condition of the client, the potential for harm, the stability of the client's condition, the complexity of the task, and the predictability of the outcome.				
6. Assists the student, family, school staff, and community in becoming informed consumers about the cost, risks, and benefits of health promotions, health education, school health services, and individualized health interventions for students.				
7. Participates in district third-party billing activities as appropriate.				
Comments:				

Standard IX. Communication The school nurse uses effective written, verbal, and nonverbal communication skills.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Communicates with students, parents, school staff, and community members in clear language and avoids use of jargon and acronyms.				
2. Facilitates communication that is language specific and culturally appropriate for diverse populations of students, families, and school staff.				
3. Communicates effectively, orally and in writing, with the student, family, school staff, community, and other providers regarding student care and the role of the school nurse in the provision of care.				
4. Completes documentation of services and district and state required reports accurately and in a timely manner.				
5. Employs counseling techniques and crisis-intervention strategies for individuals and groups.				
6. Utilizes communication as a positive strategy to achieve nursing goals.				
7. Demonstrates knowledge of the philosophy and mission of the school district, the kind and nature of its curricular and extracurricular activities, and its programs and special services.				
8. Demonstrates knowledge of the roles of other school professionals and adjunct school health personnel within the school team.				
Comments:				

Standard X. Program Management The school nurse manages school health services.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Manages school health services as appropriate to the nurse's education, position, practice environment, and district policy and procedures.				
2. Conducts school health needs assessments to identify current health problems and identify the need for new, revised, or emphasized health programs.				
3. Develops and implements health programs using a program planning process that includes consultation with appropriate site-based staff and administrative personnel.				
4. Demonstrates knowledge of existing school health programs and current health trends that may impact client care, school health program funding, district policy, and local, state, and federal laws and regulations.				
5. Develops and implements school health policies and procedures in collaboration with the school administration, the health care agency, the board of education, partner agencies, and other relevant entities.				
6. Evaluates ongoing health programs for outcomes and quality of care and communicates findings to administrators, the board of education, partners, funders, and other entities, as appropriate.				
Comments:				

Standard X. Program Management (continued) The school nurse manages school health services.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
7. Orients, provides training, documents competency, supervises, and periodically evaluates UAPs (Unlicensed Assistive Personnel), as appropriate to the school setting.				
8. Uses the results of school health/environmental needs assessment, quality of care activities, and analyses of evaluation data to initiate changes throughout the health care delivery system, as appropriate.				
9. Participates in environmental safety and health activities.				
10. Documents health services provided and assists staff to maintain documentation necessary for third-party reimbursement, where appropriate.				
11. Adopts and utilizes available technology appropriate to the work setting.				
Comments:				

Standard XI. Health Education The school nurse assists students, families, school staff, and the community to achieve optimal levels of wellness through appropriately designed and delivered health education.				
Performance Indicators	**Below Expectation**	**At Expectation**	**Exceeds Expectation**	**Not Applicable**
1. Participates in the assessment of needs for health education for students and the school community.				
2. Provides developmentally appropriate formal health instruction within the classroom based on sound learning theory.				
3. Provides individual and group health teaching and counseling for and with clients.				
4. Participates in the design and development of health curricula.				
5. Participates in the evaluation of health curricula, health instructional materials, and other health education activities.				
6. Acts as a resource person to school staff regarding health education.				
7. Furthers the application of health promotion principles within all areas of school life, e.g., food service, custodial, etc.				
8. Promotes self-care and safety through the education of staff regarding their own health and that of their students.				
Comments:				

Evaluatee Signature

Evaluator Signature

Date

Date

APPENDIX A

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

NOTIFICATION FOR USE OF BEA LIAISON DAYS

Professional Staff Member Name _____

Date of Notification: _____ Building: _____

Check: One (1) day _____

One-half (1/2) day _____

In accordance with Section 6.09 of the BEA/Board Negotiated Contract, I hereby notify you of Liaison Day Usage:

Beginning: _____ a.m./p.m. _____ Ending _____ a.m./p.m. _____
mth/day/yr mth/day/yr

_____
Employee Signature

BEA President has been notified and has approved:

_____
BEA President Date

_____
Building Principal Signature
(To Indicate Notification)

_____
Superintendent Signature
(To Indicate Notification)

Copies: Treasurer (Original)
Applicant
Superintendent
BEA President

BE-7 09/11

APPENDIX B

BEAVERCREEK CITY SCHOOL DISTRICT
BEAVERCREEK BOARD OF EDUCATION

PROFESSIONAL STAFF MEMBER'S CONTRACT - LIMITED OR CONTINUING

****

This _____ Contract entered into by and between _____, _____, and the BOARD OF EDUCATION OF THE BEAVERCREEK CITY SCHOOL DISTRICT in Greene County, Ohio; the said Professional Staff Member hereby promises and agrees to teach and be employed in the public schools of said District for a period of _____, _____ beginning _____, and ending _____, subject to assignment by said Board of Education and/or its authorized representatives at the beginning of each school year and further agrees to abide by and maintain all rules and regulations now in effect or hereafter adopted by said Board of Education.

IT IS FURTHER AGREED that the salary for the _____ school year shall be based upon the salary schedule for regular teachers and credit for:

____ Years previous teaching experience,

____ Semester Hours of recognized college training, or a

____ Degree from a recognized college.

Said salary is subject to deductions required of the Board of Education for taxes, retirement, and others as authorized by the employee.

IT IS FURTHER AGREED THAT said professional staff member's normal teaching duties will be consistent with the area(s) listed on the teacher's teaching certificate/license and other duties may be assigned by the administration and may vary from building to building.

IN CONSIDERATION of and for such services said Board of Education agrees to pay said professional staff member the sum of $_____ annually to be paid in 26 bi-weekly payments of $_____, daily rate $_____ based on ____ Days.

Sign both copies, return one copy within 10 days of receipt to validate the contract. THIS _____ CONTRACT entered into at Beavercreek, Ohio, this _____ day of _____, _____.

_____	_____
Professional Staff Member Date	President, Board of Education Date
	_____
	Treasurer Date

APPENDIX B-1

BEAVERCREEK BOARD OF EDUCATION
BEAVERCREEK CITY SCHOOLS
GREENE COUNTY, OHIO

PROFESSIONAL STAFF MEMBER'S SALARY NOTICE (R.C. 3319.12)

Date_____

SALARY NOTICE TO:	**NAME**	**CONTRACTUAL INFORMATION**
	ADDRESS	**TYPE: CONTRACT**
	CITY, STATE, ZIP CODE	**ISSUED DATE**

You are hereby notified that your salary for the _____ school year will be based on the following:

____ Years credit of past experience

____ Hours of recognized college training, or

____ Degree from a recognized college.

On that basis, your salary for the _____ school year will total $_____, a daily rate of $_____ based on _____ Days, to be paid in 26 bi-weekly payments of $_____ at the Office of the Treasurer.

Said salary is subject to deductions required by the Board of Education for Federal Taxes and State Teachers' Retirement System of Ohio, plus other required deductions.

BEAVERCREEK BOARD OF EDUCATION

_____
Treasurer

APPENDIX C

BEAVERCREEK SCHOOL DISTRICT
BEAVERCREEK BOARD OF EDUCATION
SUPPLEMENTAL CONTRACT - R.C. 3319.08

THIS SUPPLEMENTAL CONTRACT entered into by and between _____, _____, hereinafter referred to as "Professional Staff Member", and the BOARD OF EDUCATION of the Beavercreek City School District in Greene County, Ohio, hereinafter referred to as "BOARD", WITNESSETH:

In addition to Professional Staff Member's regular teaching duties, said Professional Staff Member does hereby promise and agree to perform the following duties for and in behalf of said Board:

Position - Building

Scale __ Step __-- __ Years Experience

and further agrees to abide by and maintain the rules and regulations adopted by such Board now in effect or hereafter adopted by the Board. Such additional duties shall be performed by said Professional Staff Member during the _____ school year beginning _____, and ending _____.

In consideration of the duties to be performed by said Professional Staff Member, the Board promises and agrees to pay Teacher the sum of $_____ to be paid in ____ pays -- last pay in _____.

Said pay is subject to deductions required of the Board for taxes, retirement, and other as authorized by Professional Staff Member.

Sign both copies, return one (1) copy within 10 days of receipt of this contract.

THIS SUPPLEMENTAL CONTRACT entered into at Beavercreek, Ohio, on the _____ day of _____, _____.

_____
Professional Staff Member

BEAVERCREEK BOARD OF EDUCATION

By _____
President

By _____
Treasurer

APPENDIX D

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

NOTIFICATION OF USE OF SICK LEAVE

Professional Staff Member Name _____ **Date** _____

No. of Days Requested _____ **Building or Department** _____

I hereby request sick leave beginning _____ a.m./p.m. _____ and ending
mth/day/yr
_____ a.m./p.m. _____.
mth/day/yr

Standard reasons acceptable for sick leave are: (check which reason)

_____ 1. Personal Illness (includes emergency dental and medical appointments)

_____ 2. Injury

_____ 3. Absence due to illness or injury, or death in the employee's immediate family. Please specify relationship _____

_____ 4. Exposure to contagious disease which could be communicated to others

_____ 5. Disability due to pregnancy

I hereby verify that sick leave was taken for reason checked.

_____
Signature of Professional Staff Member

To be completed by professional staff member:

When medical attention is required, complete the following:

_____
Date(s) of visit
(Professional Staff Member need not have doctor's signature)

_____
Name of Attending Physician

_____
Address of Attending Physician

Copies: Treasurer (Original)
Applicant
BE-2 09/11 Principal or Supervisor

APPENDIX E

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

NOTIFICATION OF USE OF PERSONAL LEAVE

Professional Staff Member Name _____ **Date** _____

No. of Days Requested _____ **Building or Department** _____

I hereby request sick leave beginning _____ a.m./p.m. _____ and ending
mth/day/yr
_____ a.m./p.m. _____.
mth/day/yr

_____

I certify that this personal leave is being used in accordance with 9.05 A2.

_____
Signature of Professional Staff Member

____ Approved ____ Disapproved

_____
Signature of Principal or Supervisor Date

Copies: Treasurer (Original)
Applicant
Principal or Supervisor

BE-3 09/11

APPENDIX F

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

REQUEST FOR EMERGENCY LEAVE

SUBMIT: Three (3) copies to Central Office - as soon as possible

DATE: _____

FROM: _____ _____
Name School or Department

TO: Superintendent via: Your Building Principal or Supervisor

(1) Date(s) Requested: From _____ to _____
mth/day/yr mth/day/yr

_____
1/2 Day or Full Day(s)

(2) Reasons: (Check which reason)

_____ A. Jury Duty
_____ B. Military Duty
_____ C. Compulsory
_____ D. Other _____ (Specify)

_____
Signature of Professional Staff Member

____ Approved ____ Disapproved

_____
Signature of Principal or Supervisor Date

____ Approved ____ Disapproved

____ with pay
____ without pay
____ other

_____
Signature of Superintendent Date

Leave Form should be submitted as soon as possible after the Professional Staff Member becomes aware that emergency leave is necessary. This allows time to obtain a substitute.

Copies: Treasurer (Original)
Applicant
BE-5 09/11 Principal or Supervisor

Tear off this sheet and return the completed form to your employer's managed care organization (MCO) or to your local BWC customer service office.

BWC Better Workers Compensation. Built with you in mind.

First Report of an Injury, Occupational Disease or Death

WARNING:
Any person who obtains compensation from BWC or self-insuring employers by knowingly misrepresenting or concealing facts, making false statements or accepting compensation to which he or she is not entitled, is subject to felony criminal prosecution for fraud.
(R.C. 2913.48)

Injured worker and injury/disease/death info.

Last name, first name, middle initial | Social Security number | Marital status ☐ Single ☐ Married ☐ Divorced ☐ Separated ☐ Widowed | Date of birth

Home mailing address | Sex ☐ Male ☐ Female | Number of dependents

City | State | 9-digit ZIP code | Country if different from USA | Department name

Wage rate $ _____ Per: ☐ Hour ☐ Month ☐ Week ☐ Year ☐ Other _____ | What days of the week do you usually work? ☐Sun ☐Mon ☐Tues ☐Wed ☐Thur ☐Fri ☐Sat | Regular work hours From_____To _____

Have you been offered or do you expect to receive payment or wages for this claim from anyone other than the Ohio Bureau of Workers' Compensation? ☐Yes ☐No If yes, please explain | Occupation or job title

Employer name

Mailing address (number and street, city or town, state, ZIP code and county)

Location, if different from mailing address

Was the place of accident or exposure on employer's premises? ☐Yes ☐No
(If no, give accident location, street address, city, state and ZIP code)

Date of injury/disease | Time of injury _____ ☐a.m. ☐p.m. | If fatal, give date of death | Time employee began work _____ ☐a.m. ☐p.m. | Date last worked | Date returned to work

Date hired | State where hired | Date employer notified

Description of accident (Describe the sequence of events that directly injured the employee, or caused the disease or death.) | Type of injury/disease and part(s) of body affected (For example: sprain of lower left back)

Benefit application/medical release – I am applying for recognition of my claim under the Ohio Workers' Compensation Act for work-related injuries that I did not purposely inflict. I request payment for compensation and/or medical expenses as allowable. Direct payment(s) to the providers of any medical services are authorized. I understand that I am allowing any provider who attends to, treats or examines me to release all medical, psychological and/or psychiatric information that is causally or historically related to physical or mental injuries relevant to issues necessary to the administration of my workers' compensation claim to the Ohio Bureau of Workers' Compensation, the Industrial Commission of Ohio, the employer listed in this claim, that employer's managed care organization and any authorized representatives. I further authorize the Ohio Rehabilitation Services Commission to release information about my physical, mental, vocational and social conditions that is causally or historically related to physical or mental injuries relevant to issues necessary for the administration of my workers' compensation claim to the aforementioned parties.

Injured worker signature | Date | E-mail address | Telephone number ( ) | Work number ( )

Treatment info.

Health-care provider name | Telephone number ( ) | Fax number ( ) | Initial treatment date

Street address | City | State | 9-digit ZIP code

Diagnosis(es): Include ICD code(s)

Will the incident cause the injured worker to miss eight or more days of work? ☐Yes ☐No | Is the injury causally related to the industrial incident? ☐Yes ☐No

Health-care provider signature | 11-digit BWC provider number | Date

Employer info.

Employer policy number | Check if ☐ Employer is self-insuring ☐ Injured worker is owner/partner/member of firm

Telephone number ( ) | Fax number ( ) | E-mail address | Federal ID number | Manual number

Was employee treated in an emergency room? ☐Yes ☐No | Was employee hospitalized overnight as an inpatient? ☐Yes ☐No

If treatment was given away from work site, provide the facility name, street address, city, state and ZIP code

☐ **Certification** - The employer certifies that the facts in this application are correct and valid.

☐ **Rejection** - The employer rejects the validity of this claim for the reason(s) listed below:

For self-insuring employers only
☐ **Clarification** - The employer clarifies and allows the claim for the condition(s) below:
☐ **Medical only** ☐ **Lost time**

Employer signature and title | Date | OSHA case number

BWC-1101 (Rev. 8/2005) | This form meets OSHA 301 requirements

FROI-1 (Combines C-1, C-2, C-3, C-6, C-50, OD-1, OD-1-22)

APPENDIX H

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

APPLICATION FOR SABBATICAL LEAVE OF ABSENCE

SUBMIT: Four (4) copies to Central Office prior to March 1

DATE: _____

FROM: _____ _____
Name School or Department

BACKGROUND

A. Number of consecutive years in the Beavercreek School System, including this year _____

B. College Degree or Degrees held _____

C. Length of requested leave _____ (one or two semesters)

D. Date requested leave starts _____
mth/day/yr

E. Date requested leave ends _____
mth/day/yr

PLANS

A. Educational _____, Professional _____, Other _____ (check one)

B. Please attach a detailed outline of plans for leave.

The applicant agrees to return to service in the Beavercreek City School District upon termination of a Sabbatical Leave and continue in such service for a period of one (1) school year or refund all of the compensation received from the district during the Sabbatical Leave of Absence.

_____
Signature of Applicant

____ Approved ____ Disapproved

_____
Signature of Superintendent Date

Copies: Treasurer (original)
Applicant
Principal or Supervisor
09/11 Director of Human Resources

APPENDIX I

BEAVERCREEK CITY SCHOOLS
3040 Kemp Rd.
Beavercreek, OH 45431

APPLICATION FOR LEAVE OF ABSENCE

SUBMIT: Four (4) copies to Central Office

DATE: _____

FROM: _____ _____
Name School and/or Department

TO: Central Office

DATES: Beginning _____ a.m. _____ Ending: _____ a.m. _____
p.m. mth/day/yr p.m. mth/day/yr

A. What type of leave? (Check)

_____ Medical
_____ Maternity
_____ Child Care
_____ Family & Medical
_____ Military
_____ Professional Study
_____ Political
_____ Overseas Training
_____ Office in State or National Professional Organization
_____ Short Term (Submit reason in writing)
_____ Other (specify)

B. Please attach detailed plans including doctor's statement, copies of assignments, itinerary, program of study, if necessary.

C. # of Days Paid: _____, # of Days Unpaid: _____

_____
Signature of Applicant

_____ Approved _____ Disapproved

_____
Signature of Superintendent Date

Copies: Treasurer (Original)
Applicant
Principal or Supervisor
Director of Human Resources

APPENDIX J

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, Ohio 45431

REQUEST TO ATTEND PROFESSIONAL MEETING

SUBMIT: Four (4) copies to Supervisor at least **two (2) weeks** in advance of meeting.

DATE: _____

FROM: _____ _____
Name School and/or Department

TO: Your Supervisor

PLACE: _____

DATES: Beginning _____ a.m. _____ Ending: _____ a.m. _____
p.m. mo/day/yr p.m. mo/day/yr

PURPOSE: _____

_____

EXPENSE: Estimated . . .
(Complete where applicable)

Transportation	$_____
Lodging	$_____
Meals	$_____
Registration Fee	$_____
Other (Explain)	$_____
ESTIMATED TOTAL	$_____

_____
Signature of Applicant

____ Approved ____ Disapproved

_____
Signature of Supervisor or Principal Date

____ Approved ____ Disapproved

Have you arranged for a sub? _____

Are funds available for sub and expense and has account manager been notified? _____

_____
Signature of Adm. Asst. or Superintendent Date

Copies: Payroll, Applicant, Supervisor (Send one (1) approved copy to Business Office when expenses involved)

BE-4 09/11

APPENDIX K

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

OBSERVATION REQUEST FORM

Name: _____ **Date:** _____

School Assigned: _____

I. Visitation Request

I request permission to visit _____ _____
Professional Staff Member School

On _____ _____ _____
Date Period (secondary) Class & Time Visited (elem)

II. Visitation Approval/Denial

I have ____ Approved ____ Denied the above request for visitation.

_____
Signature of Principal Date

I have ____ Approved ____ Denied the above request for visitation.

_____
Signature of Professional Staff Member Date

III. Visitation Report

1. Subject matter being taught during visit _____.
2. How did the visit benefit you as a professional staff member? (i.e. observed good discipline technique, observed a usable teaching technique, observed good learning atmosphere, etc.) _____
_____
_____
_____
3. Reaction of professional staff member visited (comment if you desire) _____
_____
_____
4. Comments of either visiting professional staff member's or visited professional staff member's principal (comment if you desire): _____
_____

Copies: Principal
Observer
09/11 Observee

APPENDIX L

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

CURRICULUM IMPROVEMENT COUNCIL PROPOSAL FORM

AGENDA ITEM # _____ DATE: _____

Submitted to: CIC President
C/o Beavercreek City Schools

AREA OF CONCERN _____

_____

It is my/our opinion _____

_____

_____

_____

Submitted by: _____
(group or individual)
Telephone No.: _____

C.I.C. ACTION TAKEN Date _____

Referred to C.I.C. Member _____

Recommended for Sub-Committee Action _____

Chairman of Sub-Committee _____

Dismissed after discussion _____

Position statement if dismissed _____

_____

_____

Signed _____
President – CIC

09/11

APPENDIX M

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

NOTIFICATION OF USE OF FUNERAL LEAVE

Professional Staff Member Name _____ **Date** _____

No. of Days Requested _____ **Building or Department** _____

I hereby request funeral leave beginning _____ a.m./p.m. _____ and
mth/day/yr
ending _____ a.m./p.m. _____ due to the death of _____
mth/day/yr

_____ who is related to me as follows:

Check appropriate box and circle relationship:

_____ 5 days - Current spouse, child, step-child, parent, step-parents, parent or current spouse, or dependent living in the professional staff member's household.

_____ 3 days - Grandchild, foster child, brother, sister, foster parent, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other blood relation.

Time off must be for making necessary arrangements for, travel to and from and attendance at funeral.

_____
Signature of Professional Staff Member

____ Approved ____ Disapproved

_____
Signature of Principal Date

____ Approved ____ Disapproved

_____
Signature of Superintendent Date

Copies: Treasurer (Original)
Applicant
Principal or Supervisor
BE 11-09/11 Director of Human Resources

APPENDIX N

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

GRIEVANCE REPORT

_____ (Indicate Level II or III, whichever is appropriate)

I. Name of the Aggrieved _____

II. Name of the Party of Interest _____

III. Date the Aggrieved became aware of the grievance _____

IV. Grievance

A. Statement of Grievance:

B. Relief Sought:

C. Reason, explanations or comments:

V. Representative chosen by Aggrieved _____

VI. Signature of Aggrieved_____ Date _____

VII. Date copy sent to the party in interest and filed with the Grievance Committee_____

VIII. Date received by the Party in Interest_____
of the Grievance Committee_____

09/11

APPENDIX O

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

GRIEVANCE DISPOSITION REPORT
(Filed by Party in Interest at Level II)
(Filed by Superintendent at Level III)

I. Name of Party in Interest _____

II. Name of Aggrieved _____

III. Statement of Grievance _____

IV. Disposition:

V. Reasons, explanations, or comments:

VI. Signature of Party in Interest _____ Date _____

VII. Date Received by the Aggrieved _____

APPENDIX P

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

Grievance Resolution or Withdrawal Report

Filed by grievance representative at resolution or withdrawal of grievance

1. Name of Aggrieved _____

2. Name of the Party in Interest _____

3. Date of Grievance _____

4. Date Grievance Filed _____

5. A. Statement of Grievance

B. Relief Sought

TO BE FILLED OUT WHEN GRIEVANCE HAS BEEN COMPLETED

1. Signature of Superintendent _____ Date _____

2. Signature of BEA President _____ Date _____

3. Date Filed _____

APPENDIX Q

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, Ohio 45431

SHARED STAFFING APPLICATION

Name _____ Date of Application _____

Building _____ Application for _____ School Year

Current Assignment (Grade, Subject) _____

Please state your reasons why you are requesting a shared staffing assignment. (Be specific) _____

_____

_____

Brief Description of Shared Staffing Assignment requested (Elementary, Secondary, Subject, Etc.) _____

_____

_____

_____

If selected for a shared staffing assignment, I verify by my signature at the end of this application that I have read and understand the following guidelines and conditions, agree to abide by them while on a shared staffing assignment and give permission for my current contract to be reduced by whatever daily percentage resulting from my teaching partnership daily schedule arrangement.

Article 13 Section 13.07 of the Agreement between the Beavercreek Board of Education and the Beavercreek Education Association.

Shared staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two (2) professional staff members for a specific length of time. No more than two (2) professional staff members may share a single specific teaching assignment.

A. A professional staff member must have completed one (1) year of service in the School District to be eligible for a shared staffing assignment.

B. Shared staffing assignment requests by professional staff members will be considered/granted by the Director of Human Resources.

C. Shared staffing assignments shall be limited to no more than twelve (12) professional staff members. Priority for such assignment requests shall be given to those currently job sharing, then to the professional staff members with greater School District seniority.

D. Shared staffing shall not be implemented for the purpose of avoiding the filling of a full-time position, to cover work of employees on RIF, nor to achieve a reduction in benefits.

E. All leaves and other privileges shall be in accordance with the appropriate provisions of the current Agreement.

(continued on back)

F. While in a shared staffing position, a professional staff member will earn sick leave at the rate of 1.25 days per month.

G. Shared staffing partnerships must last through one (1) full school year.

H. Professional staff members requesting and receiving a shared staffing assignment must agree to be covered by their spouses' medical and dental insurance plans while on such shared staffing assignment. If the spouse is not covered by any insurance plan, the professional staff member must pay fifty percent (50%) of the monthly premium costs for any insurance coverage offered through the Board.

I. Professional staff members shall be paid their salary according to their placement on the salary schedule, pro-rated to the percentage of the full-time job for which they are contracted.

J. Currently employed professional staff members who are seeking to form a possible job sharing team or to dissolve a current team for the following year must apply in writing to the Director of Human Resources prior to March 15 of any given year unless there are unusual, extenuating circumstances. Partnerships must be formed no later than June 1.

K. The job sharing team shall present a proposed teaching schedule, including all building responsibilities, to the appropriate Building Principal. While it may not be possible, efforts shall be made to make the teaching schedules and responsibilities as equal as possible. Members of a team shall not be assigned duties or responsibilities in excess of a regular full-time position. The schedule shall be approved by the Principal. Both members of the team shall attend orientation day, in-service day, open house and system-scheduled parent conferences. Staff meetings will be attended by one member of the team, depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the team of the meeting content.

L. Upon dissolution of the job partnership, each job sharing professional staff member shall be guaranteed a full-time position in the school from which she/he left if a position is available in that school. If a position is not available in her/his previous school, she/he shall be given a full-time position for which she/he is certified within the School District. If no full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have first choice of positions available, including the job sharing position.

M. The Board may, but is not obligated to, grant professional staff member's requests to be assigned to a shared staffing position.

N. The decision by the Superintendent or his/her designee to grant or deny a request by a professional staff member for a shared staffing position is final and not grievable. A professional staff member denied a shared staffing assignment shall, upon request, have a conference with the Director of Human Resources to review the denial.

Applicant's Signature _____

Date _____

0907

APPENDIX R

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

MEMORANDUM

TO: Beavercreek City School District Certificated Employees

FROM: Deron Schwieterman, Director of Human Resources

SUBJ: Sick Leave Bank

_____ I wish to participate in the Sick Leave Bank. I understand that one day sick leave will be deducted from my accumulated total and that I may be assessed at a later time for additional days. I also understand that I am eligible to benefit from the S.L.B. if and when there is a need and the proper procedures set forth are followed.

_____ I do not wish to participate in the S.L.B. and fully understand that I will not be eligible for any benefits derived from this Bank.

A. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

> "I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and are binding and not subject to grievance. I further agree to abide by such decisions and to indemnify and hold harmless the Beavercreek City School District and the Beavercreek Education Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by them concerning this application."

B. When an employee makes a donation to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.

This form must be returned to the Director of Human Resources prior to October 1.

_____	_____
Name Date	Director of Human Resources Date Receipt Verification

_____
School or Building

Submit original and two copies
BE-18 09/11

APPENDIX S

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

EMPLOYEE APPLICATION FOR SICK LEAVE BANK

Date _____

Name _____

Address _____

Telephone Number _____

Number of Sick Days Used this School Year _____

Number of Sick Days Used for Current Illness _____

Employee's Reason for Request (be specific) _____

_____

_____

_____

_____

Estimate of Additional Days Needed _____

Name of Attending Physician _____

Address of Attending Physician _____

_____

Telephone Number of Attending Physician _____

Please submit request to Director of Human Resources.

09/11

APPENDIX T

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

PHYSICIAN'S VERIFICATION

_____ is unable to perform teaching duties and requires extended sick leave because (please be specific with diagnosis and description of complications): _____

_____

_____

_____

_____

_____ requires non-elective surgery, which cannot be postponed until the end of the school year. Nature of procedure: _____

_____

_____

The patient has been under my care for (length of time in months and years): _____

Physician's estimate of number of days needed for recovery: _____

_____

_____
Physician's Signature Date

I give my physician permission to release the above-requested medical information.

_____
Employee's Signature Date

Please submit this request to Director of Human Resources, Beavercreek City Schools, 3040 Kemp Road, Beavercreek, OH 45431.

09/11

APPENDIX U

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

SICK LEAVE BANK
LOAN VERIFICATION FORM

I hereby verify by my signature that I applied for and was credited with _____ sick leave days on _____ from Beavercreek Schools Sick Leave Bank as provided in Article 9, Section 9.03, paragraphs D & E, of the Agreement between the Beavercreek Board of Education and the Beavercreek Education Association and agree to pay back the sick leave days loaned as described in said Article.

_____ _____
Applicant Building

_____
Date

Copies: Treasurer (original)
Applicant
Personnel File
SLB Chairpersons

09/11

APPENDIX V

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

SICK LEAVE BANK PAYBACK RECORD

Teacher _____ Building _____
Month/Year Borrowed _____ Number of Days Borrowed _____

Year 1		Year 2		Year 3		Year 4
		____ Days carried over		____ Days carried over		____ Days carried over

Month	Days Accrued	Payback Day	Balance		Days Accrued	Payback Day	Balance		Days Accrued	Payback Day.	Balance		Days Accrued	Payback Day	Balance

	Year 1		Year 2		Year 3		Year 4
Total Accrued							
1/4 of days borrowed					.		
Total carried to next year							
Deduct days							

Sick leave repayment guidelines:

1. The five days borrowed from the treasurer's office must be repaid during the first four months.
2. The member who borrows days from the Sick Leave Bank will have a period of 48 months from the month of the initial loan to repay the days borrowed. One-fourth (1/4) of the borrowed days must be repaid each year on the last paycheck of the month of the yearly anniversary date of the loan.
3. In the event the teacher is unable to accrue the total number of required days owed to the Sick Leave Bank (1/4 total borrowed) at the end of each of the 12-month periods, the board will deduct the teacher's daily rate times the number of unaccrued days owed for that period.

09/11

APPENDIX W

BEAVERCREEK CITY SCHOOLS
3040 Kemp Road
Beavercreek, OH 45431

APPLICATION FOR UNPAID LEAVE

SUBMIT: Four (4) copies to Central Office **before June 1st**

DATE: _____

FROM: _____ _____
Name School or Department

I hereby request one year of unpaid leave for the _____ school year.

I understand that upon my return I will be offered an open position in my area(s) of certification. I further understand that I am not guaranteed a position if no opening exists.

_____
Signature of Applicant Date

____ Approved ____ Disapproved

_____
Signature of Superintendent Date

Copies: Treasurer (Original)
Applicant
Principal or Supervisor
Director of Human Resources

09/11

Your Summary of Benefits

Beavercreek City Schools
Blue Access® (PPO)
Effective 01/01/2014

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$0/$0	$150/$300
Out-of-Pocket Limit (Single/Family)	$650/$1,300	$1,000/$2,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$20/$20 $5 10% 10%	20% 20% 20% 20%
Preventive Care Services o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	NCS	20%
Emergency and Urgent Care **Emergency Room Services** o **facility/other covered services** (copayment waived if admitted) **Urgent Care Center Services** o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products o Allergy injections o **Allergy testing**	 $200 $50 10% $5 10%	 $200 20% 20% 20% 20%
Inpatient and Outpatient Professional Services Include but are not limited to: o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	20%
Blue 7.6		

Beavercreek_2014 SOB 7.6 PPO Plan.docx

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 200 days for skilled nursing facility	10%	20%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	20%
Other Outpatient Services including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (60 Visits) (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs	10%	20%
• Hospice Care	NCS	NCS
• Ambulance Services	10%	10%
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Cardiac Rehabilitation 90 visits • Pulmonary Rehabilitation 90 visits • Physical Therapy: 90 visits combined with PT, OT, ST & MT • Occupational Therapy: 90 visits combined with PT, OT, ST & MT • Manipulation Therapy: 90 visits combined with PT, OT, ST & MT • Speech therapy: 90 visits combined with PT, OT, ST & MT	$20/$20 10%	20% 20%
Accidental Dental: $3,000 per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	20%
Behavioral Health: **Mental Illness and Substance Abuse**[2] • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	Benefits provided in accordance with Federal Mental Health Parity	20%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	10%	20%
Prescription Drugs **Network Tier structure equals 1/2/3 (and 4, if applicable)** o **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip o **Home Delivery Service:** (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap **Specialty Medications** are limited up to a 30 day supply regardless of whether they are retail or mail service.	 $10/$25/$40 $20/$50/$80	 30%, Min $10[5] Not covered

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.

2 We encourage you to review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

4 If applicable, all prescription drug expenses except tier 1, (Network Retail/Home Delivery-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Retail and Home Delivery-Service combined.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Your Summary of Benefits

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

APPENDIX Y

Beavercreek Education Association
Master Contract Effective August 1, 2013 Through July 31, 2014

Beavercreek City School District
Teachers' Merit Salary Schedule

Base Salary:	**$34,712**
Effective:	**FY2014**

	BA		BA/150 Sem. Hrs.		MA		MA+15		MA+30		MA+45	
STEP	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0000	$34,712	1.0743	$37,291	1.1293	$39,200	1.1858	$41,161	1.2438	$43,175	1.3048	$45,292
1	1.0798	$37,482	1.1298	$39,218	1.1895	$41,290	1.2460	$43,251	1.3040	$45,264	1.3650	$47,382
2	1.1353	$39,409	1.1853	$41,144	1.2497	$43,380	1.3062	$45,341	1.3642	$47,354	1.4252	$49,472
3	1.1908	$41,335	1.2408	$43,071	1.3099	$45,469	1.3664	$47,430	1.4244	$49,444	1.4854	$51,561
4	1.2463	$43,262	1.2963	$44,997	1.3701	$47,559	1.4266	$49,520	1.4846	$51,533	1.5456	$53,651
5	1.3018	$45,188	1.3518	$46,924	1.4303	$49,649	1.4868	$51,610	1.5448	$53,623	1.6058	$55,741
6	1.3573	$47,115	1.4073	$48,850	1.4905	$51,738	1.5470	$53,699	1.6050	$55,713	1.6660	$57,830
7	1.4128	$49,041	1.4628	$50,777	1.5507	$53,828	1.6072	$55,789	1.6652	$57,802	1.7262	$59,920
8	1.4683	$50,968	1.5183	$52,703	1.6109	$55,918	1.6674	$57,879	1.7254	$59,892	1.7864	$62,010
9	1.5238	$52,894	1.5738	$54,630	1.6711	$58,007	1.7276	$59,968	1.7856	$61,982	1.8466	$64,099
10	1.5793	$54,821	1.6293	$56,556	1.7313	$60,097	1.7878	$62,058	1.8458	$64,071	1.9068	$66,189
11	1.6348	$56,747	1.6848	$58,483	1.7915	$62,187	1.8480	$64,148	1.9060	$66,161	1.9670	$68,279
12	1.6903	$58,674	1.7403	$60,409	1.8517	$64,276	1.9082	$66,237	1.9662	$68,251	2.0272	$70,368
13	1.7458	$60,600	1.7958	$62,336	1.9119	$66,366	1.9684	$68,327	2.0264	$70,340	2.0874	$72,458
14	1.8013	$62,527	1.8513	$64,262	1.9721	$68,456	2.0286	$70,417	2.0866	$72,430	2.1476	$74,547
15	1.8568	$64,453	1.9068	$66,189	2.0323	$70,545	2.0888	$72,506	2.1468	$74,520	2.2078	$76,637
16	1.8782	$65,196	1.9344	$67,147	2.0581	$71,441	2.1156	$73,437	2.1744	$75,478	2.2362	$77,623
17	1.8996	$65,939	1.9620	$68,105	2.0839	$72,336	2.1424	$74,367	2.2020	$76,436	2.2646	$78,609
18	1.9210	$66,682	1.9896	$69,063	2.1097	$73,232	2.1692	$75,297	2.2296	$77,394	2.2930	$79,595
19	1.9424	$67,425	2.0172	$70,021	2.1355	$74,127	2.1960	$76,228	2.2572	$78,352	2.3214	$80,580
20	1.9638	$68,167	2.0448	$70,979	2.1613	$75,023	2.2228	$77,158	2.2848	$79,310	2.3498	$81,566
21	1.9745	$68,539	2.0586	$71,458	2.1742	$75,471	2.2362	$77,623	2.2986	$79,789	2.3640	$82,059
22	1.9852	$68,910	2.0724	$71,937	2.1871	$75,919	2.2496	$78,088	2.3124	$80,268	2.3782	$82,552
23	1.9959	$69,282	2.0862	$72,416	2.2000	$76,366	2.2630	$78,553	2.3262	$80,747	2.3924	$83,045
24	2.0066	$69,653	2.1000	$72,895	2.2129	$76,814	2.2764	$79,018	2.3400	$81,226	2.4066	$83,538
25	2.0173	$70,025	2.1138	$73,374	2.2258	$77,262	2.2898	$79,484	2.3538	$81,705	2.4208	$84,031
26	2.0280	$70,396	2.1276	$73,853	2.2387	$77,710	2.3032	$79,949	2.3676	$82,184	2.4350	$84,524
27	2.0494	$71,139	2.1552	$74,811	2.2645	$78,605	2.3300	$80,879	2.3952	$83,142	2.4634	$85,510
28	2.0708	$71,882	2.1828	$75,769	2.2903	$79,501	2.3568	$81,809	2.4228	$84,100	2.4918	$86,495
29	2.0922	$72,624	2.2104	$76,727	2.3161	$80,396	2.3836	$82,740	2.4504	$85,058	2.5202	$87,481
30	2.1136	$73,367	2.2380	$77,685	2.3419	$81,292	2.4104	$83,670	2.4780	$86,016	2.5486	$88,467
31 - 1.5% Merit Increase	Merit	$74,468	Merit	$78,850	Merit	$82,511	Merit	$84,925	Merit	$87,306	Merit	$89,794