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11/11/2013

MASTER AGREEMENT

between the

BEDFORD EDUCATION ASSOCIATION

and the

**BEDFORD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

EFFECTIVE July 1, 2013 -- June 30, 2016

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Bedford City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2013 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

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

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

Dated: _____, 2013

Treasurer, Board of Education
Bedford City School District, Ohio

President, Board of Education
Bedford City School District, Ohio

Superintendent of Schools
Bedford City School District, Ohio

2013 MASTER AGREEMENT NEGOTIATING TEAM

ADMINISTRATION

Linda O'Neill, Assistant Superintendent
Jerry Zgrabik, Business Manager
Rick Dillman, Director of Pupil Services
Lea Travis, Director of Elementary Education
Iwanda Huggins, Principal, Columbus Intermediate School
Kim Sterlekar, Assistant Principal, Bedford High School

BEDFORD EDUCATION ASSOCIATION

Doug Dressman, Professional Negotiator
Trish Duncan, President
Matt Bistriz, Vice President
Amy Rumsky, Teacher
Alison Duiker, Teacher
Ann Reilley, Teacher

ARTICLE I — DEFINITION OF THE AGREEMENT

This Master Agreement contains those items mutually agreed to through the negotiations process between the Bedford Education Association, an affiliate of the Ohio Education Association and the Northeastern Ohio Education Association, and the Bedford Board of Education. The provisions contained herein are binding on both parties for the agreed upon term of this Agreement.

ARTICLE II — AGREEMENT CONDITIONS AND CONTINGENCIES

Length of Agreement

2.1 This Agreement shall be effective from July 1, 2013, through June 30, 2016.

No Work Interruption Clause

2.2 During the duration of this Agreement, neither the Association, its agents nor the professional staff members represented by the Association shall engage in, sanction or approve any strikes, slowdowns, withholding of services, study days or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

2.21 The Board agrees that the school year consists of 186 days except for beginning professional staff members for orientation which shall be 188 days. Once the calendar is adopted for the school year, it will remain in effect for the duration of that school year except for circumstances beyond the control of the Board that will directly affect the safety and welfare of the students and/or staff. The Association President and professional negotiations chairperson shall be advised in advance of any change in the calendar under this exception. The Association may take any dispute to expedited arbitration in accordance with the rules of the American Arbitration Association (“AAA”).

Legality of Provisions

2.3 If any provision of this Agreement or any application thereof to any professional staff member or group of professional staff members is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. When a provision is deemed contrary to law, the parties will meet within fifteen (15) days upon written notification from either side for the purpose of resolving the problem.

ARTICLE III - RECOGNITION

3.1 The Board recognizes the Association as the exclusive representative and negotiations representative for all employees defined as “teachers” (Ohio Revised Code §3319.09), unless specifically excluded, employed by the Board on limited or continuing contracts and who hold a certificate from the State of Ohio Department of Education. This

recognition shall exclude all employees who are solely administrators or supervisors. This recognition shall exclude all employees who are nurses, substitutes, or hourly tutors. All references to "Professional Staff" in this Agreement shall mean a member of the negotiating unit as defined herein.

- 3.2 The rights of the Association as set forth in this agreement are continuous unless challenged pursuant to Section 4117 of the Ohio Revised Code and the rules and regulations of the State Employment Relations Board (SERB).
- 3.3 The recognition of the Association will not prevent any professional staff or group of professional staff from requesting a hearing to present information to the Superintendent or Board.

ARTICLE IV - NEGOTIATIONS PROCEDURES

Preamble

- 4.1 Recognizing that providing a high quality education for the children of the Bedford City Schools is the paramount aim of this School District and that good morale in the professional staff is necessary for the best education of the children, we do hereby declare that:

The Board, under law, has the final responsibility of establishing policies for the District.

The Superintendent and his/her staff have the responsibility of carrying out the policies established.

The professional staff members have the responsibility, within the framework of established policies and regulations, for providing the best possible education in the classroom.

- 4.12 The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of its delegated representatives and for the representatives of the Association, to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

Principles

- 4.2 Attainment of objectives for the educational program of the Bedford City School District requires mutual understanding and cooperation among the Board, the Superintendent, his/her staff, and the professional staff members. Therefore, free and open exchange of views is desirable and necessary with all parties participating with good faith, in deliberation leading to determination of matters of mutual concern.

Professional Staff Members

4.21 It is recognized that:

Teaching is a profession requiring the possession of specialized educational qualifications.

The success of the educational program depends upon the services of qualified and competent professional staff members who are reasonably satisfied with the conditions under which their services are performed.

Negotiating Procedures

4.3 All rules necessary for conducting negotiations and not covered by this Agreement, such as collaborative bargaining, shall be discussed and agreed upon at the initial meeting. If agreement is not reached, the rules as written will stand.

4.31 Negotiations shall begin at a mutually agreeable time or within 120 days prior to the expiration of the Agreement. Written notification from the Association shall be addressed to the Superintendent of Schools and from the Board shall be addressed to the President of the Association.

4.32 Not later than the first day of March of the calendar year in which this Agreement terminates, an initial meeting will be held at which the parties will submit written items for negotiations by topic and an agenda will be set. Thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

4.33 At the second session, the Board and the Association shall exchange complete packages containing the initial proposals of each.

4.34 Meetings between the Association P.N. Committee and the Superintendent or his/her official representative(s) will be scheduled for a mutually satisfactory place and time.

4.35 Times and dates shall be set through mutual agreement. No meeting shall adjourn until the date of the next meeting is set.

4.36 Meetings shall be held in the board room at the administration building or other locations acceptable to both committees.

4.37 All proposals and counterproposals shall be presented in written form unless there is mutual agreement to do otherwise.

4.38 The proposals shall be negotiated one by one, passing to the next proposal after a tentative agreement has been reached unless there is mutual agreement to follow other procedures.

4.381 During the period of consideration, interim reports of progress may be made to the Association by its representative and to the Board by the Superintendent.

- 4.382 There shall be two (2) signed and countersigned copies of all tentative, mutually agreed solutions, one (1) for each committee. It is understood that such signing shall be tentative only, subject always to final agreement on all proposals.

Negotiations Time Limit

- 4.4 Items under negotiations must be resolved to the mutual satisfaction of both parties by June 1. However, if both parties agree, a mutually agreed upon extension of time may be granted. If no agreement is reached, the Disagreement Procedures outlined in this document shall be implemented.

Definitions

- 4.5 “Negotiable Items” are salaries, fringe benefits and conditions of employment.
- 4.51 “Good Faith” involves coming to the negotiating table with the intention of negotiation. Good faith requires that the Board and/or Administration and the Association be willing to react to each other’s proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons or offer counterproposals. Good faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

Representation

- 4.6 The Board or its designated representatives shall meet with the Association’s designated representatives to negotiate in good faith. Each team shall limit its representatives to no more than seven (7) members. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted or will obtain all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Each team will identify its team members at the initial meeting.
- 4.61 Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. Unless otherwise agreed upon, no more than one (1) consultant per team shall be present.

Information

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

Caucuses

- 4.8 The chairperson of either group may caucus his/her group for independent discussion at any time.

Protocol

- 4.9 No action to coerce, censure or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

Item Agreement

- 4.91 All mutually agreed solutions shall become a part of a tentative package which shall be final only when all proposals have been acted upon and approved by the members of the Association and the Board. This package shall be offered to members of the Association for action.

- 4.911 The President of the Association shall notify the Superintendent in writing of the action taken by the Association. If the package is approved by members of the Association, the Superintendent shall submit it to the Board. Upon official adoption by the Board, the Agreement shall be signed by both parties. The resulting Agreement shall constitute a modification of the Master Agreement.

Mutually Agreed Upon Dispute Resolution Procedure

- 4.92 If agreement is not reached by thirty (30) days prior to expiration of this contract, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service.

Exclusivity of Procedure

- 4.921 The negotiations procedure set forth in this article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 4.92 of this article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this contract (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

Waiver of Negotiations

- 4.93 Unless mutually agreed upon the Board and the Association voluntarily waive the right to negotiate during the life of this Agreement. The waiver applies to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Agreement. The waiver is effective even though such subject or matter may not have been within the knowledge or contemplation

of either or both parties at the time the negotiations were being conducted or at the time the party signed this Agreement.

Publication

- 4.94 The Board and Association shall share equally the cost of printing this Agreement.

Calendar

- 4.95 The school calendar shall be adopted two years in advance by the Bedford City School District Board and shall designate workdays with students and workdays without students.
- 4.951 The calendars to be developed shall take into consideration the views of the professional staff, other employees, parents, students, national, state and regional calendar plans.
- 4.952 Calendars shall be developed by a committee made up of the Assistant Superintendent and two designees and the BEA President and two designees. This process shall be commenced one (1) week after return from Christmas vacation period and final calendar recommendations submitted to the Board for their regular March meeting.
- 4.953 The calendar jointly recommended to the Board shall be the calendar receiving the greatest number of votes in a referendum vote of the professional staff. The calendars to be voted upon shall be developed by the committee set out in Section 4.952 above.

ARTICLE V — BOARD OF EDUCATION RIGHTS — ASSOCIATION RIGHTS

Board of Education Rights

- 5.0 The Board of Education shall have the right to:
- 5.01 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- 5.02 Direct, supervise, evaluate, or hire employees.
- 5.03 Maintain and improve the efficiency and effectiveness of governmental operations.
- 5.04 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

- 5.05 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- 5.06 Determine the adequacy of the work force.
- 5.07 Determine the overall mission of the employer as a unit of government.
- 5.08 Effectively manage the work force.
- 5.09 Take actions to carry out the mission of the public employer as a governmental unit.

Association Rights

- 5.10 The Association and its representatives shall have the right to use school buildings, equipment and facilities under the same rules as any other school or community organization, assuming it does not interfere with normal school operations. The Association will assume the cost of any materials incurred by such use.
- 5.11 The Association shall have the right to specify two (2) after-school meeting days per month. The Association shall submit the list of meeting days for the school year to the Superintendent by May 1 of the previous year. Reasonable effort will be made in an attempt to avoid scheduling meetings on these dates.
- 5.12 Representatives of the Association to workshops, seminars, and/or conventions sponsored by NEA, OEA, NEOEA shall be granted up to an accumulated total of twenty (20) teacher days for professional leave. However, if a finding from state audit puts any financial penalty on this policy, now or in the future, this sum shall be assessed to the Association. Additional professional leave shall be considered as outlined under "Professional Purposes."

Association Business

- 5.2 At the request of the Association, a leave of absence (part-time or full-time) with full pay shall be granted to one (1) Association officer for the year(s) for which he/she is elected. The Association shall reimburse the Board for the total or prorated cost of the officer's salary and all benefits. The officer of the Association granted a leave of absence shall retain all rights and privileges to which he/she would have been entitled had he/she continued the performance of his/her duties in the Bedford City Schools during the leave of absence. At the commencement of the school year following the expiration of the leave of absence, the officer shall be returned to a position comparable to that which he/she occupied prior to the granting of the leave.
- 5.21 The Association will be permitted the use of bulletin board space in an area accessible to all professional staff members determined by the building principal. The Association shall have the right to reasonable distribution of Association material in the professional staff members' mailboxes.
- 5.22 The Association shall have sufficient time on one (1) of the orientation day(s) to provide lunch for newly hired professional staff members at which time they will be afforded the opportunity to address new professional staff members.

- 5.23 Duly authorized representatives of the Association may conduct Association business on school property during the working day as long as it does not interfere with normal business of the school day.
- 5.24 The President, P.N. Chairperson, and the P.R. & R. Chairperson of the Association shall, with notice to the building office, be permitted to conduct Association business outside of his/her building during non-assigned time.
- 5.25 Any other duly authorized representatives shall receive permission from his/her principal before leaving a building to conduct Association business.

Board and Association Communications/Meetings

5.3 The Association representatives or professional staff members may attend all legal board meetings, receive an agenda, and can speak a reasonable length of time at the proper time on all matters that come before the Board. A copy of the agenda shall be provided to the Association President prior to Board meeting. The President of the Association shall be furnished with a copy of the minutes of the last Board meeting prior to the next Board meeting.

5.31 This section does not extend the right to attendance at executive sessions of the Board.

5.32 The Association and the Board or a committee representing the Board shall meet yearly on request with the Association representatives to discuss the financial position of the schools.

5.33 As of September 1 of the current school year, a revised copy of the Professional Policies Handbook shall be given to and maintained by:

Each principal and assistant principal.

One (1) designated professional staff member in each grade level in each elementary school.

One (1) designated professional staff member from each department in each secondary building.

The school librarian as professional literature.

The Association President.

The UniServ consultant who is working with the Association.

5.34 The Administration/Board and the Association shall seek to keep lines of communication open. The Administration/Board shall continue to provide professional staff members the opportunity for input and the Association shall encourage professional staff members to participate on committees which offer opportunities for professional staff member involvement.

- 5.35 While the Administration/Board intends to continue to involve professional staff members and seek their input, the Board retains the responsibility and authority for making those decisions as are required for the operation of the schools.

Teacher Evaluation

- 5.4 Annually, but not later than February 1 of the school year, upon the request of the President of the Association or the Superintendent, a committee shall be appointed to examine the professional staff member evaluation forms and procedures. This committee shall consist of seven (7) professional staff members appointed by the President of the Association and seven (7) administrators appointed by the Superintendent of Schools. It shall be charged with developing recommendations that would improve the evaluation process.
- 5.41 The committee will by April 30 of the same school year present a written report to the Superintendent of Schools for presentation to the Board for its consideration and disposition. At the same time a copy of the report shall be sent to the Association President. The Superintendent will notify the Association President of the Board's disposition. The committee shall be dissolved after it presents its written report, or on April 30, whichever comes first.
- 5.42 Professional staff members shall be evaluated according to the evaluation procedures set forth in the Handbook for Teacher Evaluation which is by reference incorporated into and made a part of this Agreement.

It is the intention of the parties that the evaluation procedures contained in this Agreement shall supersede and be exclusively used instead of the provisions of R.C. 3319.11 and 3319.111 and that the evaluation procedures of those statutes shall not apply to members of this bargaining unit.

The administration must adhere to the timeline of teacher evaluation in order to non-renew professional staff members serving on a limited contract for reasons of poor performance.

- 5.43 Notice of Continuing Contract Eligibility

Each year on or about September 15, the office of Assistant Superintendent shall provide a memo to all teachers on limited contract setting out the criteria for eligibility for continuing contract. The memo also shall set out the options available in the event continuing contract status is not approved. Teachers who believe they are or will be eligible for consideration for continuing contract status and will have completed the requirements by the final Board meeting in April of that school year and wish to be so considered shall complete the application form attached to the memo and return the form to the Assistant Superintendent by October 15th.

By November 15th, the building principal/evaluating administrator will confer with the teacher who has expressed an interest in being considered for continuing contract to discuss the process. A teacher who does not complete and return the

form confirming his/her intent to be considered shall not be eligible for consideration for continuing contract status during that school year.

A teacher who expresses her/his intent to be considered and is not able to complete the steps required or who wishes to withdraw from continuing contract consideration shall notify her/his building principal/evaluating administrator of that fact not later than March 31st. Such teacher shall not be eligible for continuing contract but shall not experience another employment consequence solely as a result of not completing the continuing contract eligibility requirements. Such teacher shall not be required to, but may elect to, apply for continuing contract consideration in a subsequent year.

The memo and application form are Appendix I to the contract. With respect to the application process for continuing contract consideration only, this provision shall supersede ORC Sections 3319.11 and 3319.111.

[appendix]

5.44 Compliance with Federal and State Law.

At the time of ratification of this agreement, the Association and Board agreed that the full extent of the obligations imposed upon the Board and members of the bargaining unit by NCLB, the 2002 Amendments to ESEA and the 2004 reauthorization of IDEA and companion state laws and state and federal regulations (the “Reform Laws”) is not clear. A legal compliance committee made up of four representatives of the Association appointed by the BEA President and four administrators appointed by the Superintendent is hereby established. The committee shall convene at the call of the BEA President and/or Superintendent to consider and recommend steps necessary to comply with the Reform Laws to the Superintendent and BEA President. Should the committee recommend steps that conflict with one or more provisions of the agreement, the Board and the Association agreed to promptly engage in good faith bargaining in an attempt to reach agreement on necessary modifications in contract provisions.

Local Professional Development Team

5.5 The Board and the Association shall establish a Local Professional Development Committee (LPDC), in compliance with O.R.C. §3319.22 (SB 230). There shall be one (1) committee composed of six (6) members, three (3) teachers selected by the Association, and three (3) administrators appointed by the Superintendent. The make-up of the committee shall be three (3) teachers and two (2) administrators when teacher licensure is considered and three (3) administrators and two (2) teachers when administrator licensure or non-bargaining unit members are considered assigned on a rotating basis.

5.51 The length and term limit of the term of office for Committee members of the LPDC shall be two (2) years on a staggered schedule. Vacancies occurring during a term shall be filled by the appointing authority. Claims of abuse of powers, or violations of confidentiality can be made by any interested party to either appointing body.

- 5.52 There shall be a process to appeal LPDC decisions:
1. Level One — Reconsideration by the LPDC submitted by the educator.
 2. Level Two — If satisfaction is not reached by the educator, that person may appeal through the second step by selecting a current or former professional staff member/administrator. The LPDC shall select a current or former professional staff member/administrator. These two educators become the appellate board and will select a third to round out the panel. They, as the complete appellate board, shall review the appealing educator's claims in the climate of the LPDC directives.
 3. Level Three — If satisfaction is not reached by the educator, that person may appeal through the third step by requesting a cooperative, neighboring school district to intercede and act as the final body. That school district(s) will be arranged through the LPDC.
 4. The Ohio judicial system acts as the court of last resort.
- 5.53 The LPDC shall determine the time, place and frequency of its meetings.
- 5.54 Expenses of the LPDC shall be borne by the Board of Education in compliance with O.R.C. 3319.22. However, release time will be provided as necessary during the school year for training purposes only, not to exceed five (5) days per year as determined by the Superintendent.
- 5.55 Payment to teachers for LPDC work outside the regular work day during the school year shall be paid pursuant to a supplemental salary contract (Category D). Reasonable expenses incurred by LPDC members shall be reimbursed by the Board.
- 5.56 No action of the LPDC shall bind the Board or the Association in any manner that may be contrary to any provisions of this Contract.
- 5.57 Members of the LPDC shall be indemnified for actions related to the proper performance of their duties as members of the LPDC except for malicious, willful or wanton acts.
- 5.58 As current literature pertaining to certification, retirement, legislation and other pertinent data is received, it will be placed in the prescribed places in each building.

Right to Representation

- 5.6 Members of the bargaining unit have the right to representation at a Board/Administration investigatory interview which the member of the bargaining unit reasonably believes might result in disciplinary action.

Fair Share Fee

5.7 Effective with the first business day following ratification of the Agreement and its approval by the Board, and in recognition of the Association's obligation to provide representation services for the entire bargaining agreement as the exclusive bargaining agent, the following Association security fee provisions are provided:

5.71 Payroll Deduction of Fair Share Fee

The Board shall deduct at no charge to the Association from the pay of members of the bargaining unit who elect not to become or to remain members of the BEA/OEA/NEA a fair share fee for the Association's representation of such nonmembers during the term of this Memorandum of Agreement. No nonmember 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.

5.72 Notification of the Amount of Fair Share Fee

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 October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. For those employed less than a full year, the annual fee will be appropriately prorated according to OEA's formula.

5.73 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

Payroll deduction of such fair share fees for the annual July to July employment year shall begin at the first payroll on or after January 15 except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until after thirty (30) days after initial employment. An employee may elect to commence earlier deductions by written authorization to the Treasurer.

B. Upon Termination of Membership During the Membership Year

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.

5.74 Transmittal of Deductions

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 amounts deducted for each.

5.75 Procedure for Rebate

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 Constitutions of the United States and the State of Ohio.

5.76 Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

5.77 Indemnification of Employer

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

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to:
 1. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,
 2. permit the Association or its affiliates to intervene as a party if it so desires, and/or
 3. to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and
- D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

5.78 Nonmember Rights

A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and

assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

5.79 Exclusivity

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

5.791 Legal Compliance

The Association hereby assures the Board, its members, officers and administrative employees that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and federal courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate, interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

Master Teacher Committee

5.8 Definition

A "Master Teacher" demonstrates excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student learning. A master teacher strives for distinguished teaching and continued professional growth as specified by the Ohio Standards for Teaching Profession

A "classroom teacher" is any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.

5.81 Responsibilities

A District-wide Master Teacher Committee will be established in accordance with Senate Bill 2. The responsibilities of this committee shall include, but not be limited to: (1) reviewing and scoring Master Teacher applications, narratives and document samples; (2) establishing an appeal process; and (3) maintaining records including EMIS reporting forms, candidates' scoring reports and candidates' written narratives.

- 5.82 There shall be one (1) committee composed of five (5) members; three (3) teachers, who hold the Master Teacher designation can be placed on a ballot, if they so choose, to be selected by the Association through a majority vote of the organization's members, and two (2) administrators appointed by the Superintendent.
- 5.83 The length and term limit of the term of office for Committee members of the Master Teacher Committee shall be two (2) years on a staggered schedule.
- 5.84 The Master Teacher Committee shall determine the time, location and number of committee meetings.
- 5.85 The Master Teacher Committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review process, the dissemination of general information to local association members, and the appeal procedure.
- 5.86 Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for adverse employment decisions by the employer.
- 5.86.1 Members of the Master Teacher Committee shall be indemnified for actions related to the proper performance of their duties as members of the Master Teacher Committee except for malicious, willful or wanton acts.
- 5.87 In the event of an in-term vacancy or removal, the teacher member shall be replaced by the association according to their bylaws and constitution.
- 5.88 There shall be a process to appeal Master Teacher Committee decisions:
- 5.881 Upon denial of an application, written appeals shall be submitted to the Master Teacher Committee chairperson. All written appeals will be reviewed at the next scheduled meeting of the Master Teacher Committee. No appeals will be considered based on scoring of a candidates' application. Written notification of the appeal decision shall be provided to the applicant within ten (ten) contract days, or thirty (30) calendar days of the meeting, whichever comes first.
- 5.882 If the appeal is denied, the applicant may request a terminal option, a binding decision rendered by a three person mediation team chosen as follows: the person appealing may select a current or former professional staff member/administrator. The Master Teacher Committee shall select a current or former professional staff member/administrator. These two educators become the appellate board and will select a third to round out the panel. They, as the complete appellate board shall review the appealing educator's claims in the climate of the Master Teacher Committee directives.
- 5.89 Expenses of the Master Teacher Committee shall be borne by the Board of Education. However, release time will be provided as necessary during the school year for training purposes only, not to exceed five (5) days per year as determined by the Superintendent.

ARTICLE VI — GRIEVANCE PROCEDURES

6.1 Definition

6.11 A grievance shall be defined as any claim by a certificated staff member, the Association, or a group of certificated staff members that there has been a violation, misinterpretation or misapplication of the Master Agreement and/or written teacher evaluation procedure.

6.12 A party-in-interest shall mean the person or persons making the claim, including the designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

6.2 Rights of the Grievant and Association

6.21 The grievant may be represented at any stage of the grievance procedure by a person and/or legal counsel of his/her own choosing. Any grievance that is settled without Association representation is considered non-precedent setting. If the grievant chooses to have a representative, the Administration must be given at least 24 hours written notice of same. The administrator may also have a second party present at the hearing.

6.22 Each party-in-interest and the President of the Association shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level shall be made in writing on the formal grievance form setting forth the decision and the reasons therefor. A copy of the form shall be transmitted to each party-in-interest, and the Association President.

6.23 The Board and/or its representatives will cooperate in the investigation of any grievance.

6.24 The number of actual working school days considered in each Step is maximum unless extended by written agreement of both parties in the Agreement. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limit set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable. "Days" shall mean actual working days.

- 6.25 No reprisals of any kind will be taken by the Board or any member of the administration against the aggrieved person, any school representative, any member of the P.R. & R. Committee, or any other participant in the grievance procedure by reason of such participation. If, in the opinion of a grievant, reprisals have occurred, the grievant may initiate a new grievance.
- 6.26 Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- 6.27 Grievances shall be filed at the lowest possible administrative level where the administrator has the authority to make a decision on the grievance.

6.3 Grievance Procedure

6.31 Step I (Informal)

An informal meeting initiates the grievance procedure. A grievance must be filed within twenty-five (25) days of its occurrence or it no longer exists. The parties acknowledge that it is most desirable for a certificated person and the administrator to resolve problems through free and informal communications. The certificated staff member shall indicate to the administrator during the course of informal communication that Step I of the grievance is in process. This will put the administrator on notice and will serve as a point of reference regarding the time limitations. However, should such informal processes fail to satisfy the grievant, then a grievance may proceed to Step II.

6.32 Step II (Formal)

If the grievance is not resolved through Step I, not later than ten (10) days after such informal meeting, the grievant must present his/her formal grievance by submitting a completed Grievance Report Form, Step II (See Addendum A-1), to the proper administrator. Copies of this form, showing the date of the occurrence, a statement of the nature of the grievance and provisions of the Master Agreement and/or written teacher evaluation procedure allegedly violated and the relief sought, may be submitted by the grievant or the P.R. & R. representative. Within five (5) days of the receipt of the Grievance Report Form (See Addendum A-2), a meeting shall be held between the administrator and the grievant. Either party, at his/her sole option, may be accompanied by a representative. The names and positions of the representatives shall be given to the opposite party no later than twenty-four (24) hours prior to the meeting. The administrator shall indicate his/her disposition of the grievance within ten (10) days after such meeting by completing Step II Grievance Report Form (See Appendix A-2) and returning it to all parties-in-interest and the President of the Association.

6.33 Step III (Formal)

If the grievant is not satisfied with the disposition of the grievance in Step II, or if no disposition has been made within the above ten day time limit, the grievant shall complete Grievance Report Form, Step III (See Addendum A-3), and submit

the form to the Superintendent. If the Grievance Report, Formal Step III, is not forwarded by the grievant to the Superintendent within ten (10) days after the disposition in Step II, the grievance shall be considered waived. Within ten (10) days of receipt of Grievance Report Form, Step III, the Superintendent and/or designee shall meet with the grievant and his/her representatives. Each party-in-interest may have up to two (2) representatives. Within ten (10) days of this meeting, the Superintendent or designee shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step III Form (See Addendum A-4) and forwarding it to all parties-in-interest and the President of the Association.

6.34 Step IV (Formal)

If the grievant is not satisfied with the disposition of the grievance in Step III, or if no disposition has been made within the above ten day time limit, the grievant shall complete Grievance Report Form, Step IV (See Addendum A-5), and submit the form to the Board. If the Grievance Report Form, Step IV, is not forwarded by the grievant to the Board within ten (10) days after the disposition in Step III, the grievance shall be considered waived.

6.341 The Board, at its next regularly scheduled meeting or within three (3) weeks of the appeal, shall meet with the aggrieved certificated staff member and representatives (not more than three (3)) if requested, and the Superintendent or his/her designee, to review such grievance in executive session. The disposition by the Board shall be made by completing the Grievance Report Form, Step IV (See Addendum A-6), within ten (10) days of the meeting. A written notification of such disposition shall be furnished to all parties-in-interest and the Association President.

The Board may waive its right to hear the grievance at Step IV, in which case the grievant and the Association may proceed to Step V.

6.35 Step V (Formal)

If the Board waives its right to a hearing at Step IV or if the grievant is not satisfied with the disposition made in Step IV, then the Association, acting on the grievant's request, may request a hearing by an arbitrator. The Association demand for arbitration must be made within fourteen (14) days of the decision of the Board at Step IV. Failure to make a timely demand for arbitration constitutes a waiver of the right to arbitrate and the grievance shall be considered withdrawn. The selection of an arbitrator shall be made from a panel(s) of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures. The person so selected shall hold the necessary hearing promptly and the hearing shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's award shall be in writing. Decisions of the arbitrator shall be binding on the Board and the Association.

6.36 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, nor to substitute his/her judgment for an administrator's judgment as pertains to teacher evaluation.

- 6.37 Costs for the arbitrator and the AAA shall be shared equally by the parties. Each side shall pay its own cost of representation and witnesses.

ARTICLE VII — REDUCTION IN FORCE

- 7.0 A reduction in force may be implemented in accordance with O.R.C. §§3316.07 and 3319.17. Before reduction in the number of bargaining unit members would become effective, representatives of the Association and the Board shall meet to review and discuss the reasons behind consideration of such actions. The representatives will review and discuss the state of the District's finances and make a good faith attempt to reach agreement by consensus on a definition of "financial reasons" for possible reduction in the number of bargaining unit positions. The representatives will consider alternatives such as program elimination, discuss ways to provide priority to teachers on continuing contract, and try to insure that the number of persons affected is kept to a minimum by not employing replacements for those who retire, resign or take a leave of absence. If the Board plans to make reduction in force, reductions shall be achieved in accordance with the following procedures:

Attrition

- 7.1 The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical for professional staff members who retire, resign, die, take leave, are terminated or whose limited contracts are not renewed on the basis of performance. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other professional staff members in the system do not possess the certification and background courses of study and the position is one that needs to be filled.

Reduction Other Than by Attrition

- 7.2 To the extent reductions are not achieved through attrition, reductions shall be achieved in accordance with the following procedures:
- 7.21 Seniority shall be defined as length of continuous service beginning with the professional staff member's first contracted working day for the Bedford City Schools. Any years of professional service served on a part-time basis shall for seniority purposes be equated as a fraction of full-time service. Authorized leaves shall be used in computing length of service for the purpose of reduction in force. Beginning January 1, 1984, time on the recall list shall count toward continuous seniority.
- 7.211 An opening exists when a new position is created and approved by the Board or when a staff member terminates his/her service or has his/her service terminated during the year or for the following school year and the position is not abolished by the authority of the Board.
- 7.212 An opening does not have to be posted if it is filled by a staff member from the recall list.

- 7.213 An opening does not exist if the position can be filled by a transfer and the transferee's position does not have to be filled.
- 7.214 An opening exists if a certified staff member takes an unpaid leave of absence which will result in an absence of more than thirty (30) days. Full contract status will begin for the replacement from the date the leave takes effect. The services of the replacement shall be terminated upon the return of the staff member.
- 7.22 Continuing contract professional staff members shall be suspended in accordance with the procedures for suspension of contracts as set forth in Section 3319.17 of the Ohio Revised Code. In making such reductions the Board shall retain teachers holding continuing contracts based on seniority except when making a decision between teachers holding continuing contracts in the same area of licensure provided such teachers have comparable evaluations. All evaluations for the 2013-14 and 2014-15 school years shall be deemed "comparable". However if a teacher is rated "ineffective" as a result of student growth measures but otherwise rated as developing or higher on the teacher performance portion, that teacher's evaluation rating would be "developing".
- 7.23 Limited contract professional staff members will be ranked in order of seniority and released accordingly. In addition to the seniority, the following criteria may be used to determine which professional staff members will be affected by staff reduction:
- 7.231 Areas of study and certification/licensure.
- 7.232 The following specified supplemental contracts: all head high school athletic coaches — boys' and girls' sports, high school band director, high school play director, yearbook advisor and newspaper advisor who have fewer than four (4) years' experience with the Bedford City Schools.
- 7.24 All limited contract professional staff members shall be placed on seniority lists in each of the teaching fields the professional staff member holds certification and has taught in at some time in his/her Bedford career. A professional staff member may appear on more than one (1) teaching field list.
- 7.25 Any form of substitute teaching and/or hourly tutoring does not constitute time toward seniority.
- 7.26 Supplemental contract duties shall not be considered in the calculation of seniority.
- 7.27 If two (2) or more professional staff members have exactly the same length of continuous service and the same contract status, the following tie-breaking procedures shall be used. They are listed in order of priority:
- 7.271 Highest level of certification/licensure appropriate to the position, i.e. permanent, professional, provisional;
- 7.272 Previous interrupted service in the Bedford City School System;

- 7.273 Previous professional service in other school districts in Ohio;
 - 7.274 Previous professional service in other school districts;
 - 7.275 Service as substitute or tutor in the Bedford City Schools prior to current contract;
 - 7.276 Number of graduate hours completed after bachelor's degree;
 - 7.277 Number of undergraduate hours completed after bachelor's degree;
 - 7.278 Number of undergraduate hours.
- 7.28 The continuous service of a professional staff member who has returned to employment following resignation, retirement other than disability, or other termination of employment, shall be measured from the date of return.
- 7.29 By March 1, the Assistant Superintendent will make available to the President of the Association a copy of the seniority lists as mentioned in Section 7.21 of this Agreement.
- 7.291 By April 10, the Assistant Superintendent will make available to the President of the Association a copy of the list of the professional staff members who are returning from leave and those who have been granted leaves for the coming school year. These lists shall include certification areas.
- 7.292 The Assistant Superintendent shall make available to the President of the Association a copy of the Reduction in Force list for the current year one (1) day before professional staff members who are scheduled to have their contracts suspended or non-renewed because of reduction in force receive their written notice of intent to non-renew.
- 7.293 Release notices under this Reduction in Force provision shall clearly state the reason for the contract non-renewal or suspension.
- 7.294 The non-renewals based on performance shall be made prior to making decisions as to which professional staff members shall be released under the Reduction in Force provision.

Recall

- 7.3 It shall be the responsibility of each professional staff member to keep the Assistant Superintendent's office apprised of his/her current address and certification status.
- 7.31 An offer of recall shall normally be communicated verbally. Verbal offers shall be confirmed in writing. If a professional staff member receives a verbal offer of reemployment or recall, the professional staff member shall have five (5) calendar days from the date of the offer to accept.

- 7.311 If the offer is not communicated verbally, it shall be sent by certified mail to the professional staff member's last known address. The professional staff member shall have five (5) days from the date the offer is sent to accept; however, during June and July the professional staff member shall have seven (7) days from the date the offer is sent to accept.
- 7.32 Professional staff members who are reemployed or recalled from suspension, return to the system with neither loss nor gain of salary schedule placement, accumulated sick leave, and all other benefits. If a professional staff member on the Reduction in Force list is recalled, the professional staff member shall be given credit on the salary schedule for any teaching experience in a public school in the State of Ohio while on the recall list.
- 7.33 Continuing Contract Teachers shall be eligible for recall in the order of seniority to vacancies for which they are appropriately licensed provided that seniority shall not be the basis for reemployment of the teacher except when making a decision between teachers holding continuing contracts in the same area of licensure who have comparable evaluations. All evaluations for the 2013-14 and 2014-15 school years shall be deemed "comparable". However if a teacher is rated "ineffective" as a result of student growth measures but otherwise rated as developing or higher on the teacher performance portion, that teacher's evaluation rating would be "developing". A professional staff member may waive the right to recall if:
1. the professional staff member is under contract to another school and that school will not voluntarily release that professional staff member.
 2. the position offered is less than the position previously held by the RIFFED teacher.
 3. The position offered is less than 120 days.
- 7.331 A waiver of recall shall be in writing, shall specify the position which is the subject of the waiver, and the school year for which the waiver applies.
- 7.332 If the professional staff member does not have the right to waiver and the offer of recall is refused, or if a timely response is not received in accordance with the times indicated above, that professional staff member shall be dropped from the recall list and the Board will have no further employment obligation to that professional staff member.
- 7.34 Non-renewed professional staff members shall remain on a recall list for a period of two (2) years following the expiration of their limited contract. During this time, they shall be notified of all open positions within their current area(s) of certification on file as they occur. Non-renewed professional staff members shall be recalled in the order of seniority when an opening for which they are certified and qualified occurs.
- 7.35 The Board shall give every consideration to qualified and certified professional staff members on the recall list when a position that requires temporary certification opens. If the Bedford-riffed professional staff member has

qualifications and certification equal to outside candidates, the Bedford-riffed professional staff member will be employed.

- 7.36 Professional staff members on the recall list may continue their hospitalization, dental, prescription, and life insurance coverages, fully paid by the professional staff member, provided full payment is received by the Treasurer thirty (30) days in advance of the Treasurer's due date for the payment of such premiums. If payment is not received within ten (10) calendar days of the billing date, the Board shall terminate coverage. If this provision (7.36) would result in an increase in the premium to the District, it shall become inoperative.

Reassignment

- 7.4 Professional staff members who have had their contracts suspended or non-renewed because of Reduction in Force should be afforded the opportunity to apply for non-certificated job openings which occur. Whenever possible, the aforementioned professional staff members shall be given priority over persons not employed by the Bedford City Schools. A professional staff member may only be considered for such a position after all qualified non-certificated people on recall have had the opportunity to apply for the position.
- 7.41 The Assistant Superintendent shall recommend the employment of suspended and non-renewed professional staff members as substitute teachers and, whenever possible, they will be given first consideration for substitute employment.

Notification of Professional Staff Members

- 7.5 As early as possible but no later than April 30, any professional staff member whose contract is to be suspended or non-renewed as the result of Reduction in Force, shall be notified in writing of his/her intended suspension or non-renewal and the reasons for the suspension or non-renewal. No professional staff member shall have his/her continuing or limited contract suspended or non-renewed effective during the school year when such reductions are the result of decreased enrollment.

Reduction in Force Transfer

- 7.6 On July 20, the Assistant Superintendent shall make available to all riffed professional staff members a list of all positions available for the ensuing school year.

Retirement, Resignation, and Leave Announcement

- 7.7 The Association strongly urges all professional staff members who plan retirement, leave of absence, or resignation to put their resignation or request in writing and submit it to the Assistant Superintendent as early as possible in the school year.
- 7.71 The Association strongly urges qualified professional staff members to aid administrators in filling all positions on the co-curricular extra duty list contained in the Master Agreement.

- 7.72 The effective date of the Reduction in Force clause for purposes of establishing seniority to employment served on a part-time basis and/or authorized leaves shall be retroactive to dates of part-time service and/or authorized leaves.

ARTICLE VIII — LEAVES

Sick Leave

- 8.1 A professional staff member who is ill may be absent without loss of pay in accordance with the provisions outlined below. The purpose of such absence is to protect the professional staff member and the children (from potential illness) when a professional staff member becomes ill.
- 8.12 No certificated staff member shall lose his/her accumulated sick leave allowance by reason of having been absent for a period without pay, nor shall he/she accumulate any additional days of allowance during his/her absence. Certificated staff members are allowed to accumulate fifteen (15) days of sick leave each school year (July 1 to June 30) to a year-end maximum of 260. In the final year of employment before retirement this total shall be 260 plus whatever unused days remain from the 15 accumulated in that year, up to a maximum of 275. Year-end accumulated sick leave shall be computed using the following formula: Beginning number of accumulated sick days for the year + fifteen (15) - number of sick leave days taken during the year, subject to the above maximum. For staff members not completing an entire year, sick leave earned will be calculated according to the following formula: Number of contract days served times fifteen (15) divided by the staff member's total number of contract days. Where five (5) days are granted pursuant to 8.14 below at the beginning of a year, they are part of the fifteen (15) days for the entire year.
- 8.13 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the certificated staff member's immediate family. Proof of illness, and/or death must be established to the satisfaction of the principal and/or Superintendent. When a certificated staff member is absent on sick leave, a report of such absence, signed by the certificated staff member and his/her principal, shall be filed with the Superintendent or his/her designee on the morning of the certificated staff member's return to school. The Association strongly urges all professional staff members to use sick leave in a professional and responsible manner. Falsification of a statement to support the use of sick leave is grounds for suspension or termination of employment pursuant to ORC 3319.16.

Teachers may take sick leave in partial day increments, per the schedule below, for medical appointments for the teacher and/or immediate family members. Teachers shall be encouraged to attempt to schedule medical appointments early in the morning or later in the afternoon to attempt to minimize the impact on the student day.

- From 1 minute To: 1 hour 0.15 of a day
- From 1 hour To: 2 hours 0.3 of a day
- From 2 hours To: 3 hours 0.45 of a day
- From 3 hours To: 4 hours 0.6 of a day
- From 4 hours To: 5 hours 0.75 of a day
- From 5 hours To: 6 hour 0.9 of a day
- From 6 hours To: 6 ¾ hours 1 day

Lunch of 30 minutes not considered

8.14 Five (5) days' sick leave shall be advanced to new certificated staff members who have not yet earned sick leave and to certificated staff members who have exhausted all the sick leave they have earned, provided the certificated staff member can earn said advanced sick leave during the current school year. If the certificated staff member terminates employment or cannot earn back all the advanced sick leave, the excess sick leave advancement will be deducted from final salary due at date of termination of services or at completion of current contract.

Sick leave may be used:

For immediate family for illness or injury. Immediate family shall be identified as: parent, spouse, child or member of the immediate household.

For serious illness or serious injury to brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew.

For death in immediate family. Immediate family shall be identified as: parent, spouse, child, brother, sister, grandparents, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or a member of the immediate household.

For death, critical illness or accident of close friend.

Transfer of Sick Leave

8.15 A certificated staff member who transfers from another Ohio public school shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of the sick leave accumulation permitted in the Bedford City Schools. A statement of such days must be filed with the Treasurer's Office. The Treasurer's Office shall notify each new employee in writing that he/she has the right to transfer unused sick leave.

Other Employees

- 8.16 Provisional appointees, or those who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick absence for the time actually worked at the same rate as that granted full-time employees. (This is calculated by granting credit of one and one-fourth days (1-1/4) days with pay each month worked.)

Personal Emergency Leave

- 8.17 Personal emergency leave shall be granted:

Each certificated staff member shall be granted up to three (3) days of personal emergency leave with pay, each school year for the purposes identified in Section 8.172. In the event a certificated staff member is employed for one (1) semester or less, the personal emergency leave will be prorated. The teacher shall notify the principal of her/his intended use of personal leave by personal contact or phone. The principal shall establish a reporting chain in the event she/he cannot be reached. Personal leave requests may not be approved by the building secretary. If possible, the certificated staff member will give his/her principal or immediate superior twenty-four (24) hours advance notice of intention to take such leave.

- 8.171 When a certificated staff member is absent for personal emergency reasons, a report of such absence, signed by the certificated staff member and his/her principal, shall be filed with the Superintendent or his/her designee on the morning of the certificated staff member's return to school. Such a report shall contain a certification by the certificated staff member that his/her absence was not in violation of the Master Agreement. The filing of a false statement by a certificated staff member shall be considered by the Board as grounds for disciplinary action.

Disciplinary action will be progressive:

First offense: A letter of reprimand will be issued and the certificated staff member may lose a day's pay for every day in violation.

Second offense: A letter of reprimand will be issued and the certificated staff member may lose up to three days' pay for every day in violation.

Third offense: A letter of reprimand will be issued and the certificated staff member may lose up to three days' pay for every day in violation, or the certificated staff member may be terminated.

Upon request, the certificated staff member will be granted a hearing prior to effectuating the disciplinary action. The certificated staff member may be represented at the hearing by a person of his/her choosing. The Assistant Superintendent will serve as the hearing officer.

8.172 Personal Emergency leave shall be used for matters which cannot be scheduled outside of regular school hours. Examples of such matters shall include but not be limited to:

Property matter or legal requirement;
Court appearance;
Road conditions making driving impossible;
Graduation exercises of member of family; or
Civic or public service.

A teacher who exhibits repeated patterns of sick leave or personal leave use may be required to provide written explanations of the reasons for her/his use of personal or sick leave.

8.173 Invalid reasons — the following are some examples which do not usually constitute valid reasons for personal emergency leave:

Gainful employment;
Making application for employment elsewhere;
Recreational purposes;
Making purchases of automobile, appliances, etc.;
Accompanying husband or wife on business trip;
Attending a fraternal function;
Immediately before or after holiday vacation periods, recesses, in order to extend these times.

8.174 The Superintendent of Schools may authorize one (1) additional personal emergency leave day. The reason for such a request will be stated in writing to the Superintendent.

Payment for unused sick/personal emergency leave

8.175 Per diem rate shall be paid for unused sick/personal emergency leave.

1. Each professional staff member is eligible for a 4 per diem pay, less ½ per diem for each sick/personal emergency day taken during the school year. After the use of eight sick/personal emergency days, no per diem will be paid.
2. Per diem as defined in 14.9.
3. Payment shall be made with the second paycheck in July at the end of each school year.
4. Involuntary legal commitments (i.e., jury duty, subpoenas in legal proceedings) shall be excluded from days absent for purposes of the payment of unused sick/personal emergency leave.
5. Any unpaid approved leave shall be included with days absent for purposes of the payment of unused sick/personal emergency leave.

8.1751 Unpaid Time-Off

On a one-time basis during the member's term of employment with the board, and regardless of the number of days that are used, a member may take time off without pay, or the absence would not need one of the reasons for the use of personal emergency leave, Section 8.17 above. A member taking unpaid time off shall be subject to the following penalties:

- (i) One (1) Day of absence – deductions of two (2) days of pay at per diem rate, including the per diem Board contribution toward the cost of health insurance and retirement benefits; letter of reprimand for improper time off to be included in personnel file.
- (ii) Two (2) Days of absence – deduction of three (3) days at per diem rate, including the per diem Board contribution towards the cost of health insurance and retirement benefits; deduction of substitute teacher wages and associated costs, including the employer's share of retirement contribution; and a letter of reprimand included in personnel file.
- (iii) Three (3) Days of absence – deduction of five (5) days at per diem rate, including the per diem Board contribution toward the cost of health insurance and retirement benefits; deduction of substitute teacher wages and associated costs, including employer's share of retirement contribution, and a letter of reprimand included in personnel file.

Religious Leave

8.176 A professional staff member may be granted, with the approval of the building principal, up to two (2) days leave for the observance of religious holidays where total abstinence from work is required. If additional days are needed, personal emergency leave may be used.

Bereavement Leave

8.18 A professional staff member is eligible for up to three (3) days (paid) of bereavement leave per occurrence for death in one's immediate family. Immediate family shall be identified as: Parent, parent-in-law, spouse, child, brother, sister, niece, nephew, member of household, grandparent or grandchild of the employee, or any individuals serving or having served *in loco parentis* to the professional staff member.

8.181 Use of bereavement leave does not affect the professional staff member's balance of accumulated sick leave nor the balance of personal emergency leave.

- 8.182 Use of bereavement leave does not affect the payment for unused sick/personal emergency leave unless the professional staff member uses more than four (4) sick/personal emergency leave days. If the professional staff member has exceeded the four day sick/personal emergency leave limit, then any eligible remaining payment will be reduced by one-half (1/2) per diem for each bereavement day used.

Parental Leave

- 8.2 Parental leave is without pay or benefits. The purpose of parental leave is to allow a new parent a period of time to be home with his/her child. Parental leave will be granted under the following conditions:
- 8.21 Professional staff members with less than two (2) years of service with the Bedford Schools are not eligible. Time spent as a leave replacement teacher does not count toward such service.
- 8.22 If a professional staff member is expecting the birth or the adoption of a child, he/she shall notify his/her immediate administrative superior within a reasonable time. He/she shall indicate the probable effective date of his/her requested leave of absence.
- 8.23 By the 30th day on FMLA leave a professional staff member will advise the Assistant Superintendent if she/he intends to take parental leave. Requests received after July 10 may not be approved for the requested date unless or until a replacement teacher is placed under contract.
- 8.24 The professional staff member will be allowed to teach as far into her pregnancy as she is able to perform her assignments satisfactorily.
- 8.25 If at a later time during the term of pregnancy the Superintendent is of the opinion that the professional staff member is unable to satisfactorily perform her duties by reason of the pregnancy, the Superintendent can request the professional staff member to provide a written statement from her physician that she is physically and mentally able to continue her service.
- 8.26 Parental leave may be for the remainder of the school year, and one (1) additional school year (September - June), if requested, or for one (1) full school year and an additional school year, if requested. No leave shall extend beyond two (2) full school years. For parental leaves commencing with the 2004-05 school year, a teacher is not eligible for consecutive parental leaves. Such teacher is not eligible for another parental leave unless she/he has returned and completed a full year of service. He/she may apply during that year for another parental leave to begin the following school year.
- 8.27 Teachers beginning employment as other than a leave replacement teacher with the 2007-08 school year shall be eligible for up to one year of parental leave as follows. After completion of FMLA parental leave the teacher has the following options:

- a. return to complete the school year and then to take the following school year as parental leave or
- b. to take the rest of the current school year as parental leave.

A teacher who begins FMLA leave in one school year which will be completed in the following school year will make best efforts to notify the Assistant Superintendent by June 15th of her/his intent to take parental leave for the following school year.

- 8.28 All professional staff members on parental leave shall receive, prior to March 1, a written notice from the Office of the Assistant Superintendent reminding them that a written request for reemployment for the following school year must be on file by March 15, the services of the person on leave shall be terminated.
- 8.29 Professional staff members may return to service from a parental leave at the beginning of the following school year unless a vacancy occurs at an earlier date in which that person is qualified.
- 8.30 A professional staff member returning from parental leave shall retain his/her status on the salary schedule and shall be positioned where qualified and certificated. The professional staff member will, however, be subject to the “Reduction in Force” policy.
- 8.31 A professional staff member who has been granted parental leave shall not be exempt from the provisions of the R.I.F. policy.

Legal Commitments and Transactions

- 8.32 Any professional staff member called for physical examination for induction into the Armed Forces and is absent due to this shall not be deprived of pay or charged to his/her sick absence allowance.
- 8.33 A professional staff member who is not party to a court case or administrative hearing who is subpoenaed to appear in court or at the hearing during normal working hours shall be paid his/her full salary, provided such appearance is not in connection with an action against the Board. However, an appearance in an action against the Board may be approved at the discretion of the Superintendent.
- 8.34 A professional staff member who is party to a court case or administrative hearing during normal working hours shall be paid his/her full salary, if absence is approved by the Superintendent or his/her designee.
- 8.35 A full-time professional staff member may keep his/her regular compensation, and the remuneration received by him/her for service as a juror may be kept by the professional staff member.

Military

- 8.4 A military leave of absence without pay shall be granted to any regularly appointed professional staff member who shall be inducted, or shall, during a declared period of war

or national emergency, enlist for military duty with any branch of the Armed Forces of the United States. Tenure status is not required.

A professional staff member who is on a limited contract and is returning to employment from military service, shall be regarded as retaining the period of probationary service achieved prior to his/her military service.

8.41 Professional staff members on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. The Board reserves the right to give or to withhold increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained by professional staff member but shall not accrue or accumulate during military service.

8.42 A professional staff member returning from military leave shall be positioned where he/she is qualified and certificated. Every effort by the Superintendent will be made to match his/her new position with the one previously held. It is anticipated that a professional staff member would return from leave at the beginning of a semester; however, if a suitable vacancy arises at some other time during the year, he/she may be assigned to that vacancy.

8.43 Absence for temporary military service will be administered in accordance with the O.R.C. §5923.05.

Professional Purposes

8.5 Professional staff members may be permitted to visit another school, or attend local, district, state, regional and national meetings or conferences of a professional stature with approval of principal and/or Superintendent.

8.51 Reimbursement for such expenses incurred while in attendance of the above stated professional absences shall be made through proper procedural channels. The day preceding or following any vacation period shall not be taken for this absence without prior approval of the principal and/or Superintendent. Guidelines for requests to attend professional meetings are listed in the Board Policies Handbook.

Sabbatical Leave for Professional Study, Travel or Research

8.6 A professional staff member who has completed five (5) years of service may, with the permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions: The professional staff member shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The request for the leave shall be submitted prior to April 1. The professional staff member may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the professional staff member has completed twenty-five (25) years of teaching in this state.

8.605 A teacher with three or more years of service with the District working on an advanced degree in an area of current or projected certification/licensure may apply for an unpaid leave of absence for one (1) year, renewable for one added year upon application. During such leave the teacher is not eligible for paid fringe benefits, and shall not accrue salary schedule step progression but shall accrue seniority. The teacher who intends to return to duty following such leave must submit written notice of such intention to the Assistant Superintendent by March 1 of the year preceding such return. Such leave may not precede, follow or be concurrent with any other leave, exclusive of approved sick leave.

8.61 All professional staff members on professional leave shall receive a written notice from the Board prior to March 1 reminding them that they have until March 15 to render a decision regarding their employment status during the coming school year.

8.62 The Board may not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than five (5) percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the professional staff member's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any professional staff member more often than one (1) for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave. The professional staff member retains tenure, retirement rights, hospitalization, and position on the salary schedule.

Health and Hardship

8.7 Leave of absence without pay may be granted to any continuing contract professional staff member for either one (1) semester or one (1) year who gives to the Superintendent detailed information indicating family or personal hardship. Said leave may be renewable upon application.

Public Service Leave

8.8 A leave of absence without pay may be granted for one (1) year, renewable upon application, to any professional staff member for the purpose of campaigning for or serving in a public office or serving as officer for NEOEA, OEA, or NEA.

Federal Family and Medical Leave Act

8.9 Professional staff members have rights and responsibilities under the Federal Family and Medical Leave Act. The BEA and the Board will share the responsibility of making all professional staff members aware of the provisions under this Act. The Board will develop appropriate forms to assist professional staff members in exercising these rights and responsibilities. Where FMLA is requested due to childbirth or adoption, a physician's statement confirming the pregnancy or a letter confirming the impending adoption shall accompany the request.

ARTICLE IX – SEVERANCE PAY

9.1 The Board shall grant a severance payment based on unused accumulated sick leave days of a certificated staff member if both of the following requirements are met:

1. Any of the following circumstances occur:
 - a. The staff member:
 - i. Expresses to the Board in writing his or her intent to terminate employment on account of retirement;
 - ii. Files a copy of his or her retirement application with the Treasurer of the Board;
 - iii. Retires under age and service retirement or disability retirement under State Teachers Retirement System, School Employees Retirement System or Public Employees Retirement System; and
 - iv. Shows proof of retirement to the Treasurer.
 - b. The staff member: submits a written letter of resignation to the Board and resigns from the district after twenty-five (25) or more consecutive years of service with the Bedford City Schools.
 - c. The staff member submits a written letter of resignation to the Board and resigns from the district after attaining age fifty-two (52) and has twenty (20) or more consecutive years of service with the Bedford City Schools.
 - d. The staff member terminates employment on account of death.
2. At the time of the staff member's retirement, resignation or death, the staff member had not previously received severance pay from the Board or another Ohio school district.

For purposes of clauses 1.b and 1.c above, authorized leaves shall be used in computing length of consecutive service.

In the case of a death of the staff member, if the staff member was married at the date of his or her death, payment shall be made to the surviving spouse; and if there is no surviving spouse, payment shall be made to the deceased's estate.

9.2 The amount of the severance payment shall be determined by multiplying the per diem rate of contracted pay, at retirement, resignation or death by the unused allowable accumulated sick leave days as follows:

1. The per diem rate is defined in 14.9.
2. Payment shall be determined by multiplying the per diem rate of contracted pay at the time of retirement by the total number of accumulated sick leave days up to but not exceeding forty (40) days. Certificated staff members who have

accumulated days in excess of forty (40) shall receive payment determined by a ratio of one (1) day for every ten (10) days, or fraction thereof, of accumulation for all days in excess of forty (40). The maximum number of sick days to be used in the calculation of severance pay shall be two hundred sixty (260) days, plus such additional days, if any, as are available from the final year's sick leave accumulation.

9.3 Severance pay may be withheld by the Board until all debts and obligations of the certified staff member due the Board are discharged. Otherwise, the severance payment shall be paid in January of the year following the effective date of retirement, unless an earlier payment date is required to be made to a deferral plan as is provided under Section 9.6 below.

9.4 Severance pay shall be subject to all deductions mandated by law. Severance pay shall not be subject to credit union payments or any other payroll deductions that may have been authorized by the certificated staff member. Severance pay may be paid to a plan on behalf of a staff member or deferred by a staff member in accordance with Section 9.6 below.

9.5 Upon payment of the severance pay to the certificated staff member, all accumulated sick leave shall be cancelled.

9.6 Severance Pay Deferral Plans and Elective Deferrals of Severance Pay

1. Retiring Employees who are entitled to Severance Pay (as defined below) shall have the total amount that otherwise would be payable to them as Severance Pay mandatorily paid into a Section 403(b) Plan Contract that is a group annuity contract of ING that has been designated by the CBA for that purpose (the "ING Contract"). Payment of such amounts under this Section shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash.

The provisions of this Section are hereinafter referred to as the BEA Severance Pay Deferral Program. The terms of the BEA Severance Pay Deferral Program shall include the following:

- (i) Participation in the BEA Severance Pay Deferral Program shall be mandatory for all "Covered Employees". A Covered Employee shall be any Employee whose terms of employment are governed by the CBA who meets all of the following requirements:
 - (A) The member is entitled to "Severance Pay", and
 - (B) The member's last day of employment is in or after the calendar year the member is or will be age 55.
- (ii) For purposes of the BEA Severance Pay Deferral Program, the term "Severance Pay" shall include any amounts that are payable to the Covered Employee under severance pay under the CBA that are attributable to accrued but unused sick days. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year

following the calendar year of the Covered Employee's termination of employment on account of retirement.

- (iii) The Employer Contribution made on the behalf of the Covered Employee under the BEA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:
 - (A) The total amount of the Covered Employee's Severance Pay.
 - (B) The maximum contribution amount allowable under the terms of this Plan, including Appendix A hereof.
- (iv) The required Employer Contribution under the BEA Severance Pay Deferral Program shall be made within the timeframes described in under the CBA.
- (v) To the extent that the Employer Contribution under the BEA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.
- (vi) The ING Contract shall be the Plan Contract for purposes of the BEA Severance Pay Deferral Program; provided, however, the Board shall continue to have authority to continue to approve or disapprove of Plan Providers. A Covered Employee under the BEA Severance Pay Deferral Program shall complete any enrollment forms or other forms the Covered Employee may be required to have the Employer Contribution under this Plan paid on his or her behalf to the ING Contract; and unless and until the Covered Employee does so, no Employer Contribution of Severance Pay shall be made to the ING Contract on behalf of the Covered Employee.
- (vii) If a Covered Employee is entitled to have an Employer Contribution paid under the BEA Severance Pay Deferral Program and dies prior to such contribution being paid to the ING Contract, an amount equal to the unpaid contribution shall nevertheless be paid in cash directly to the Beneficiary of the Covered Employee who was named under the ING Contract; and if there is no such named Beneficiary, it shall be paid to the estate of the deceased Covered Employee.

2. Retiring employees who are entitled to severance pay and are not Participants under the BEA Severance Pay Deferral Program shall be entitled to (i) make elective deferrals of severance pay under Section 403(b) of the Internal Revenue Code ("IRC") in accordance with the terms of the Bedford City School District Section 403(b) Plan and applicable law, and/or (ii) make elective deferrals of severance pay under IRC Section 457(b) in accordance with the terms of the Ohio Deferred Compensation Plan or any other IRC Section 457(b) plan maintained by the Board, and applicable law.

3. All contributions to the Plans, all deferrals to a TSA, and all check payments to staff members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the Plans, deferrals to a TSA or check payments made to a staff member.
- 9.7 A teacher who submits written notice of retirement by March 15 shall receive, in addition to the amounts set forth in section 9.2 above, an early notice incentive in the gross amount of \$1000.00. The teacher will be paid the early incentive notice on the day preceding her/his last day of active employment.

ARTICLE X — TEACHING ASSIGNMENTS

- 10.1 The Board shall seek to employ only those members of the professional staff who possess the minimum of a Bachelor's degree and the necessary qualifications for a one year Vocational, Provisional, Professional or Permanent certificate, or teaching licenses. Exceptions to this policy are as follows:
 - 10.11 Prior to the close of school each year, professional staff members, other than newly-appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming year including the schools to which they will be assigned and the grades and/or subjects they will teach. Professional staff members affected by any subsequent changes in assignment shall be consulted and termination of contract permitted without penalty.
 - 10.12 It is the responsibility of each professional staff member to maintain all areas of certification/licensure to which she/he is currently assigned. Professional staff members are employed and assigned on the basis of their area of teaching competency. Professional staff members shall not be assigned outside the scope of their teaching certification and their major or minor field of study except temporarily and for good cause.
 - a. The Board will pay the fee for any added area of certification/licensure it requests a teacher to obtain. The Board will pay the fee for any area of certification/licensure it asks the teacher to renew/maintain in which she/he is not currently assigned.
 - b. A teacher who intends to drop one or more areas of certification/licensure to which she/he is not currently assigned must provide notice of that intent by completing the relevant portion of the Request for Reassignment and Certification Declaration form and submitting same by January 30th.
 - c. Beginning with those who commence employment with the 2001-02 school year, teachers must maintain all areas of certification/licensure held at the time of initial employment for five (5) years following initial employment.
- 10.13 As vocational education programs expand there may be exceptions. Culinary arts, may be an example, for which there are limited or no professional training programs. Administration will, upon request, notify the Association of the recruitment efforts made for such positions.

- 10.14 Any professional staff member whose certificate/license will expire by the following June will be notified by January 1 of the current school year. It is the professional staff member's responsibility to get the certificate/license to the Office of the Assistant Superintendent where a duplicate copy will be made.

Secondary Counselor Assignments

- 10.2 The ratio of pupils to full-time counselors at the secondary level should not exceed 300 to 1. Because of the nature of the counselor's work, the Board may require a counselor's school year to precede the regular professional staff member's contract year and extend beyond the regular professional staff member's contract year. The stipend for extended time shall be paid at the professional staff member's per diem rate.

Pupil Services

- 10.25 In addition to Secondary Counselors, the Board will make every effort to provide adequate student services which may include counselors, psychologists and speech/language pathologists at all levels Pre K-12.

Extra-Pay Assignments

- 10.3 Extra-pay assignments are those conducted outside of the professional staff member's contractual school day or contractual school year. These assignments shall not be obligatory but offered only to those professional staff members who are willing to assume the responsibility. Extra-pay assignments are ordinarily offered to those professional staff members who have exhibited an interest in and demonstrated the ability to conduct them. All supplemental contracts are for one year ONLY, therefore, each supplemental will be posted annually in order to generate interest.
- 10.31 By April 1 the administration will provide all teachers via email a list of all supplemental positions to be filled for the following school year. All letters of interest for non-athletic positions must be submitted to the building principal no later than April 15. For athletic supplemental positions all letters of interest must be submitted to the Athletic Coordinator no later than April 15. If by April 15, no interest has been generated, the Asst. Superintendent's office may send a letter to the previous coach/leader/advisor gauging their possible interest. On or before August 1, an email will be sent to all staff members announcing any unfilled positions. Further emails will be sent to all teachers as needed throughout the year after new positions are created, or an existing position becomes vacant and will be filled. For non-athletic supplemental positions, teachers interested in the position shall provide a resume and submit an expression of interest to the building principal and for athletic positions teachers shall provide a resume and submit an expression of interest to the Athletic Coordinator. Emails will be sent to advise of actions to fill supplemental contracts.
- 10.32 Payment for all co-curricular positions with a total annual stipend of \$900 or more will occur in three equal payments paid in the months of November, March and June.

10.33 Accountability

The professional staff members that hold the following supplemental positions:

Academic Decathlon	National Junior Honor Society (Heskett)
Academic Pursuit (Heskett)	Newspaper (Heskett)
Art Service/Club (Combined program) (HS)	Peer Mediation
Bowling Club	Physical Fitness Coordinator
Class Advisor (8th grade)	Power or the Pen
Fishing Club	Robotics Club
Foreign Language Club	SADD
Future Educators of America Advisor	Ski Club
Intramurals (Elementary)	Student Council (Elementary & Heskett)
Intramurals(High School)	TLC
MAC Scholar/FAME Coordinator (HS)	Varsity "B"
National Honor Society (HS)	Yearbook (Heskett/High School)

will be required to submit the following information, to their OTES evaluator or principal:

- Goals and Objectives for financial requirements (if applicable) must be completed
- An outline of the organization/club and what the intended outcome of the organization club is
- A complete roster of students in the organization/club
- Minutes of each meeting with dates and times OR dates specific events took place
- Attendance records of organization/club members
- Parent permission slips (if applicable)
- Student eligibility records
- A reflection of the overall outcome of your club or organization

Once shared with their OTES evaluator, the evaluator will complete the necessary paperwork to generate payment.

It is the responsibility of the person holding the supplemental to make arrangements with their evaluator to go over the above information.

10.34 If a club or organization does not have 8-10 student members, it is not considered a viable club or organization, unless it is approved by the building principal.

Publicizing Openings for Extra Assignments

10.4 When a vacancy exists for an extra-duty assignment, the principal of the building in which the vacancy exists will so notify the Assistant Superintendent, who will, upon learning of the vacancy post appropriate notices in all secondary buildings when the vacancy is a secondary one, in the elementary building where the vacancy occurs when

the vacancy is an elementary one, and in all buildings when the vacancy is not limited to elementary or secondary.

- 10.41 The Assistant Superintendent will maintain a current listing, by category, of those professional staff members who wish to be considered for extra-duty assignments. As vacancies occur, he will notify, via inter-school communications, those professional staff members whose names appear in the category of the vacancy. When the vacancy occurs in the summer (vacation) months, notification of vacancy will be made, via mail, to those professional staff members on the list whose names occur in the category of the vacancy.

Relocation of Professional Staff Members

- 10.5 Relocation of professional staff members may be necessary to accommodate enrollment, to meet instructional requirements, to maintain a balance of experienced professional staff members on a particular staff, to honor the wishes of professional staff members for service elsewhere in the system, to provide a better opportunity for professional growth or for other reasons. Where practical and feasible, no vacancy shall be filled before it has been posted as specified in this Agreement for seven (7) calendar days.

Professional Staff Openings During the School Year

- 10.6 When a position is created and approved by the Board and/or a professional staff member requests termination of service during the school year or for the following school year, these professional staff terminations or newly created positions will be listed in the report to be distributed at least monthly throughout the calendar year to the entire professional staff; and further, while school is in session, all job openings will be posted on the bulletin boards of all schools.
- 10.61 Notification of all available certificated positions will be made through posting in prescribed places in the buildings: in elementary schools, on bulletin boards in the offices; in secondary schools, near the professional staff members' mailboxes. During summer months, they will be posted in the Administration Building. Openings will also be listed in the publication issued to each professional staff member including a mini-notice with the summer paychecks.
- 10.62 Any qualified staff member may apply by formal application or by letter for any position without giving reasons. In filling a vacancy, the Board agrees to give weight to the personal background and professional attainment as well as other relevant factors of all applicants. The decision of the Board as to the filling of vacancies shall be final.
- 10.63 As current literature pertaining to certification, retirement, legislation and other pertinent data is received, it will be placed in the prescribed places in each building.

Requests for Reassignment

- 10.7 Between January 1 and January 15 of each year, certificated personnel will receive a Reappointment Request Form. This form provides the professional staff members an

opportunity to state the subjects or grade level, and in which building in the school system they prefer to teach the following year.

10.71 If a professional staff member would prefer an assignment for the following year other than the one indicated on the tentative assignment notice at the close of the school year, the professional staff member may file a request for a change of assignment with the Assistant Superintendent and/or building principal within five (5) days after the receipt of notice. This request will indicate the professional staff member's preferred assignment.

Summer School

10.8 Application forms for summer school will be available in the principal's office after March 15. Summer school applications must be submitted to the officer in charge of summer school by May 1.

10.81 If possible, the summer school staff shall be selected by May 25. Summer school positions should be filled by professional staff members under contract with the Board. In the event applicants from the Bedford City School District are not available, teachers from other districts may be used to fill summer school positions. All applicants from Bedford School professional staff members for summer school employment shall receive notification by May 30 from the summer school principal.

That they are appointed to a position; or
That there is a possibility for appointment at a later date; or
That they will not be appointed during the current summer.

Adult and Community Education Program

10.9 Application forms may be obtained from the principal's office. Applications for the Fall term must be submitted by June 1. Applications for the Winter term must be submitted by October 1, and for the Spring term by February 1.

10.91 All applicants from the Bedford School professional staff members for evening school positions shall receive notification by:

Fall term - August 1
Winter term - November 1
Spring term - March 1

From the coordinator of the adult and community education program:

That they are appointed to a position pending sufficient enrollment; or
That they will not be appointed during the current term; or
That there is a possibility for appointment at a later date.

ARTICLE XI — CURRICULUM

Curriculum Development

11.1 A request for curriculum development (a change in present Program of Studies, graded course of study, and/or curriculum guide) may be initiated by any person presenting a valid question, need or idea for improvement to the appointed team leader, building principal, supervisor or Director of Instruction.

11.11 Curriculum development consists of:

Evaluation, review and change in existing curricula;
Adopting new teaching materials and/or textbooks;
Development of new instructional programs.

Curriculum Changes

11.2 Before a proposed change in the curriculum can be accepted, the department and/or grade level professional staff members affected will have the opportunity to meet as a group with the appropriate school administrators to give input and make recommendations about changes. Notice of the meeting and an agenda for the meeting will be available at least three (3) workdays prior to the meeting.

A curriculum advisory committee shall be created composed of two teachers from each building and the curriculum personnel. The committee shall operate by consensus. The committee shall meet by the end of the school year to discuss which programs are effective and make recommendations to the Assistant Superintendent on which programs most appropriately meet the needs of the students. Additional meetings shall be held as needed.

11.21 A graded course of study shall be considered complete when it contains the required sections and is approved by the administration, and the Department of Curriculum and Instruction, and the Board.

11.22 All actions regarding changes in curriculum and/or the development of graded courses of study shall result in recommendations to the Superintendent of Schools for evaluation and presentation to the Board for its consideration in exercising the authority granted to it under Ohio law to establish curriculum.

11.23 Compensation for major curriculum development shall be determined on a project basis between the professional staff member(s) and the Superintendent or his/her designee, subject to the approval of the Board. Compensation for major curriculum development projects shall be on the basis of \$90 per day (six (6) hours per day on premises). Personnel, such as team leaders, may be involved in a major curriculum development that would not require they be given additional compensation.

Academic Freedom

11.3 It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional staff member and student is encouraged.

In the spirit of academic freedom, professional staff members will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study.

11.31 The professional staff member is responsible for exercising sound judgment in selecting for discussion those issues within his/her teaching assignment deemed relevant to the maturity and understanding of the students involved. Programs dealing with controversial issues will be cleared with the principal to assure maximum professional staff support.

In-service Programs

11.4 Selected in-service programs may be approved for reimbursement by the Superintendent of Schools at the substitute rate in effect per six (6) hour work day or hourly per diem rate. Requests to the Superintendent for reimbursement may be made by administration or by joint teacher/administration in-service planning committees. (This does not pertain to regularly contracted salary days.)

ARTICLE XII — INSTRUCTION

Philosophy

12.1 The Board and the Association acknowledge that a professional staff member's primary responsibility is to teach.

School Day

12.2 Any change in the daily time schedule will be negotiated with the faculty involved or will be negotiated with the Association P.N. Committee.

12.21 Changes within the teachers' daily time schedule for the purpose of improving instruction can be decided at the building level with involvement of a representative committee of the staff, with support of 51% of the faculty, with endorsement of the building principal, and with approval of the superintendent.

12.22 After a proposal has been submitted by the BLT to the faculty, members will be given time for input and discussion during the presentation of the proposal. The ballot for election shall be designed by mutual agreement of the Superintendent, or designee, and the BEA President. Members are given 48 hours to contemplate the proposal with voting commencing on the third day for a 3 day period before and after school under the supervision of the BEA rep and administrative designee.

Each teacher will initial their building roster used to keep track of the voting and to record her/his participation in the vote.

Votes must be counted by the BEA building representative and one administrator from the building affected. Votes will be secret ballot – all ballots will be maintained in the BEA records for one year. Voting must include 70% of the bargaining unit members assigned to the building. If 70% of the bargaining unit

members do not vote, a failure to vote will be treated as a vote in favor of a change.

Pupil-Teacher Ratio

12.3 The parties recognize that optimum school facilities for both students and professional staff members are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the professional staff member is to teach and the organization of the school day should be directed to ensuring that the energy of the professional staff member is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an educational program, the parties agree that pupil-teacher ratio should be lowered wherever practical.

12.31 The Board believes it is a desirable goal at the class level K-5 to have no more than twenty-four (24) students per class; and at the class level 6-12, no more than thirty (30) students per class, exclusive of areas such as Physical Education, Band and Choral Groups, and except for class sizes mandated by State law.

12.32 Placement of special education students shall occur in accordance with state and federal law. It is strongly recommended that the Building Principal keep the size of the inclusion classes smaller than the size of the non-inclusion classes.

Class Load

12.4 Secondary - The Board and the Association recognize that it is the desired goal that no secondary professional staff member have more than six (6) class assignments or more than three (3) preparations.

12.41 Elementary Special Area Teachers - A class load of nine (9) classes for vocal music and physical education teachers and five (5) classes for art teachers is a desirable goal. No special teacher shall be required to teach in more than two (2) buildings per day.

12.411 For the purpose of this item, special area professional staff members are those professional staff members teaching elementary art, physical education and/or general music in elementary schools not including the middle school.

12.42 Every effort shall be made to interrupt the class schedules of Physical Education, Art and Music teachers for periods of not less than five (5) minutes on a frequent basis consistent with scheduling needs and demands of other teachers and students so that continuous teaching for special area teachers is minimized.

12.43 Planning

Both the administration and BEA understand that planning time is important for the professional work of the teacher and the education of the students. Therefore, planning is to be used for its intended purpose such as preparation time, individual conferences with students, parents, staff and /or administrators, including data coaches. If teachers are asked to meet during their planning period, teachers may

request another mutually agreed upon time that will not take away their planning period.

12.43 Secondary Planning

Each full time secondary teacher shall receive one planning period per student day; the planning time shall be pro-rated for part time teachers.

Elementary Planning Time

12.5 Each elementary professional staff member (including those special elementary teachers listed below) will have a minimum of 225 minutes planning time per week with at least one-half (1/2) hour of continuous planning time per day exclusive of the state-mandated one-half (1/2) hour of uninterrupted lunch period for the teachers.

12.51 Non-scheduled instructional time before and after the student school day in the elementary school will not be counted toward the 225 minutes of planning time per week for elementary classroom teachers.

12.52 For the purpose of this item, classroom teachers do not include special area elementary teachers such as art, reading, physical education, music, guidance, Specific Learning Disabilities (SLD), and gifted. Planning time for those teachers, although usually scheduled during the student day, may be scheduled prior to the student day, if special circumstances exist. Planning may not be scheduled during the 30 minutes uninterrupted lunch nor during travel time. Special area and traveling teachers shall be assigned duties in a manner which is equitable with that assigned to regular classroom teachers. The building principal will make every reasonable effort to schedule such teachers for 30 consecutive minutes of planning time during the teacher work day. Each year, one special teacher from each area (art, music and physical education) shall meet with the building principals to review and discuss scheduling options for special area teachers. The building principal has the option of reducing elementary art classes by 5 minutes, provided the remaining provisions of this section are satisfied. Planning for the purpose of this section includes teachers of the pre-kindergarten, kindergarten, first, second, third, fourth, fifth, and sixth grades, and teachers of the Developmentally Handicapped (DH), Multiple Handicapped (MH), Severe Emotional Disturbance (SED), and Severe Emotional Disturbance (SED) students.

12.521 On the last student day each year, elementary students (Pre-K through 6) will be in attendance one-half (1/2) day. The afternoon will be dedicated to completion of all required records and reports related to the students' proficiency/standardized testing and cumulative folders.

12.522 Traveling Teachers

Travel time for teachers who are assigned to more than one building during a school day shall be in increments of 30 minutes. Traveling

teachers shall be assigned duties in a manner which is equitable with that assigned to regular classroom teachers. The building principal will make every reasonable effort to schedule such teachers for 30 consecutive minutes of planning time during the teacher work day. Each traveling teacher shall be assigned a home school for purposes of meeting attendance. Traveling teachers shall equitably distribute parent-teacher conference times among assigned buildings to a total of 6 hours for each release day. The Assistant Superintendent shall make every effort to identify the home school by the end of the first full week of school and shall insure that start and ending times are equitable. Under Section 12.83, each traveling teacher shall be expected to attend open house in each building to which she/he is assigned. A traveling teacher may be scheduled to attend a meeting at other than the home school with advance notice to the traveling teacher and the home school principal.

Inclusion Handbook

12.53 An Inclusion Handbook will help staff members and administrators to understand the responsibilities and expectations that will result and continue to unfold. Information in such handbook will include but not be limited to: common planning time, in-service training, communication, and involvement of classroom teacher assistants.

12.531 All professional staff members employed by the Bedford City School System that are interested will be inoculated with the hepatitis B shots as prescribed by the medical community. The Board of Education shall incur the expense of these shots only if they are taken in sequence to completion.

Lesson Plans

12.6 Lesson plans are to provide sufficient, specific information for a substitute to carry on the daily classroom tasks and to require adequate planning by the professional staff member. Administration will not require a uniform format for lesson plans. This is not to be interpreted to preclude the indication of desired content.

12.61 Administrators who require professional staff members to hand in weekly lesson plans will review the plans and indicate in writing whether or not the plans are acceptable. Unacceptable plans will be so marked with suggestions for improvement.

After School Meetings/Teachers' Meetings

12.7 Professional staff members may be required to remain after school for attendance at the following meetings:

- a) General staff meetings or other meetings called by the Superintendent;
- b) Building meetings called by the principal;

- c) Subject area groups, grade level groups or special groups authorized by the Superintendent.

The above meetings labeled (a) and (c), which require a delayed start to accommodate differences in building time schedules shall start no later than fifteen (15) minutes after the end of the student day of the building with the latest dismissal time. No professional staff member will be required to attend more than two (2) of these meetings with a delayed start per semester. Attendance at these meetings may not be required beyond one and one-half (1-1/2) hours.

Where possible meetings at the building level will be held during the regular teacher work day. The BLT is authorized to establish a flexible start/end time for the teacher work day to accommodate meeting times normally held outside the teacher work day, provided the total length of the teacher work week will not be reduced by such arrangements and that no student instructional time will be lost. Where not all faculty are expected to attend a pre or post student day meeting, the student supervision duties for that day may be rotated to those not required to attend.

- 12.71 These requirements shall not exceed two (2) meetings per week or four (4) meetings per month, except that in the case of emergency, a fifth meeting may be called in any one (1) month. Additional required meetings will be held during school hours. A teacher unwilling to attend meetings beyond those set forth in this section 12.7 will not be negatively evaluated for the exercise of such rights.
- 12.72 Meetings will be organized effectively with an agenda distributed to the participants at least one (1) day prior to the meeting, unless an emergency develops which relates to the safety or welfare of students or professional staff. Any items arising from meetings on the same day may be included on the agenda.
- 12.73 Every effort will be made to avoid regularly scheduled meetings at the same time as regularly scheduled Association General Meetings or a regularly scheduled Association Executive Committee Meeting.
- 12.74 Services on committees, etc., shall be at the option of the individual professional staff member but the Board and Association encourage active participation at such meetings as part of the professional staff member's professional responsibility.
- 12.75 Selected extended committee work may be approved for reimbursement by the Superintendent of Schools at the substitute rate in effect per six (6) hour workday or hourly per diem rate.
- 12.76 Meetings with parents will be arranged with consideration of the teacher's schedule and other commitments and will be scheduled during regular work hours when possible. The BEA and the Board recognize that meeting with professional colleagues and parents regarding the identification, evaluation, development, implementation and modification of educational programs for students must be conducted and completed to insure compliance with state and federal law.

12.77 Common Planning Time

- (a) Established teacher teams have the right to choose their own common planning time (“CPT”). Each teacher team will meet for a minimum of 30 minutes per week for CPT and will be required to be an active member, i.e., attend the meetings, of her/his common planning team. Teachers will not be required but may choose to give up all or part of their standard planning period to meet for CPT.
- (b) The team will keep minutes of their meetings and share the minutes each week with the building principal.
- (c) Instructional time may not be adjusted and licensed support members like counselors will not be asked to adjust their schedules to allow for team CPT meetings.
- (d) For the 2013-14 school year, Heskett Middle School shall continue to follow its block schedule and continue to address CPT team meetings in the manner built into its schedule. During December 2013 and January 2014, a committee composed of 3 administrators and 3 teachers shall meet to review the Heskett Middle School schedule and consider whether the process for CPT team meetings should be modified for that building to better match Section 12.77 (a) through (c) above. The committee shall submit its report and recommendation for change, if any, to the BEA President and Superintendent by February 1, 2014. Absent committee agreement the status quo will be maintained.

Parent-Teacher Conference Time

- 12.8 The Board and teachers in the Elementary schools (pre-K-6) and in the Middle School and High School will use two (2) ‘one-half (1/2) days’ each semester for parent-teacher conference time. Parent-teacher conferences may be held in the evening and shall be scheduled for specific times at the elementary buildings; parents will be encouraged to schedule in-person conferences. All dates, times, and security arrangements for the scheduling of parent-teacher conferences shall be mutually agreed upon between building principals and the professional staff of the buildings, shall avoid conflicts with other school conferences, and shall be approved by the Superintendent. Teachers shall be present at conferences for a total of 6 hours to qualify for the compensatory day. Conferences shall be scheduled to provide sufficient time for discussion of the student’s performance. Parents who need additional time to discuss the student’s performance will be advised by the administration that they may contact the teacher by phone or email for further discussion. If a parent/guardian does not appear for a scheduled conference, the teacher will make contact with the parent by phone or preprinted post card (provided by the administration) or letter or email.
- 12.81 The Board and teachers in the middle school and high school will use two (2) ‘one-half (1/2) days’ (or their equivalent) during the school year for parent-teacher conferences. All dates, times, and security arrangements for the scheduling of parent-teacher conferences shall be mutually agreed upon between building principals and the professional staff of the buildings, shall avoid conflicts with other school conferences, and shall be approved by the Superintendent. Parent-teacher conferences may be held in the evening; parents will be

encouraged to schedule in-person conferences. Teachers shall be present at conferences for a total of 6 hours to qualify for the compensatory day. Conferences shall be scheduled to provide sufficient time for discussion of the student's performance. Parents who need additional time to discuss the student's performance will be advised by the administration that they may contact the teacher by phone or email for further discussion. If a parent/guardian does not appear for a scheduled conference, the teacher will make contact with the parent by phone or preprinted post card (provided by the administration) or letter or email.

- 12.82 SLD resource room teachers, SLD small group instructors and DH, MH and SED teachers will be given seventy-five (75) minutes or ninety (90) minutes release time per assigned student for the purpose of planning and/or holding IEP conferences and \$20.00 per year per assigned student. The teacher will advise the appropriate special education supervisor if seventy-five (75) or ninety (90) minutes are required. For the purpose of determining released time, each student will be assigned to one teacher. At the anniversary date of an IEP, any Special Education teacher may request additional time of the Director of Pupil Services. As well, the Special Education teacher, with notice to the building principal, may forgo attendance at up to three (3) hours of department/grade level meetings at the anniversary date of an IEP, and use that time to plan and/or hold IEP conferences. In addition a teacher serving as case manager will be paid \$20.00 for any IEP she/he writes for a student added to her/his caseload during the school year.

No more than four (4) release days may be used for the purpose of planning and/or holding IEP conferences. This in-district release time will be planned by the teacher and the building principal with consideration given to building and district schedules. Substitutes will be hired to cover class time.

- 12.82.1 Speech/language pathologists will receive \$20.00 per IEP written, for a maximum of ten (10) students totaling no more than \$200.00 of compensation. The IEP compensation will be provided for speech only students.

12.82.2 Alternate Assessments

Case managers for one or more students receiving alternate assessments will be trained early in each school year on compiling alternate assessment data on an ongoing basis over the course of the school year. Teachers primarily responsible for compilation of alternate assessment reports may request that the Director of Pupil Services authorize release time for the compilation of alternate assessment reports.

Open House and Evening Activities

- 12.83 The teachers will attend one (1) 'open house' at all levels Pre K - 12 during the first semester on which day school will be open with pupils in attendance for one-half (1/2) day with variation where necessary to accommodate bus schedules. Teachers working in more than one (1) building must attend all open houses, and will receive one-half (1/2) day released time for each open house attended. In recognition of Professionalism and the support of our students, K - 8 teachers are

encouraged to attend one (1) evening music program for their class in their building and high school teachers are encouraged to attend high school graduation.

Spot Substitution

12.9 When a professional staff member is requested by an administrator to assume the responsibilities of teaching a class in lieu of a substitute teacher, the professional staff member shall be paid \$20 per period at the secondary level (grades 7-12) and \$5.00 per ten (10) minute planning period in grades PreK - 6 or be allowed compensatory time arranged through the administrator; provided that only one (1) day of compensatory time may be taken by each employee each school year to be taken only as a full day prior to June 1. Every six (6) spot substitutions or 240 minutes of spot substitution equals one compensatory day. No professional staff member can earn payment or compensatory time for other than his/her regularly scheduled planning period. Guidance counselors and librarians will not be compensated for more than one (1) spot substitution per school day. The professional staff member accepting spot substitution agrees to make up the lost preparation period on his/her own time prior to the next school day. Each principal shall keep accurate records and inform the Treasurer when reimbursement is due. It is understood that use of such days is limited by section 12.93 and such days may not be used in a sequence which would extend a holiday or vacation period.

Guidelines for spot substitution shall be made available to all professional staff members at the beginning of each school year.

Split Classes

12.901 Where a class is split among a group of teachers, each teacher shall receive \$20 per day for covering a portion of such a split class. Such teachers also may be eligible for spot sub pay in the event she/he assumes a spot sub assignment under section 12.9 above.

12.91 When allowing for compensatory time or when computing the rate of pay for spot substitution, the rate will be made on the basis of one (1) period equals one-sixth (1/6) of a day and a period is defined as 40 minutes in the elementary school and such minutes are cumulative.

12.92 Payment for spot substitution shall be made twice, January and June, per year. A professional staff member may elect not to take payment and carry over time from January to June but not from one school year to the next. The records shall be open to inspection by professional staff members during regular school hours.

12.93 Permission for professional and compensatory time leave shall not exceed eight (8) percent of all licensure areas of the teachers in a building or fifty (50) percent of a single department. Additional leave may be granted, at the discretion of the principal.

Instructional Improvement Day

- 12.94 The equivalent of one (1) day during the year will be scheduled as an Instructional Improvement Day (IID).
- 12.95 An Instructional Improvement Day shall be defined as a day when all professional staff members are in full session without students, for the purpose of the improvement of instruction and/or performance. The date of the IID will in no way change or conflict with those days or times established as non-student/teacher workdays or times, nor will it involve any more than the presently negotiated number of contract days.
- 12.96 The date for IID shall be determined at the time the calendar for the school year is developed.
- 12.97 For the 2013-2014, 2014-2015 and 2015-2016 there shall be a Pilot Program of one (1) additional IID in the spring. As well, one (1) early release day shall be scheduled in each semester. A committee composed of three (3) BEA members appointed by the President of the Association and three (3) administrators appointed by the Superintendent/designee will convene after November 1, 2013 to establish the parameters of the additional IID.

The Association strongly recommends that IID be used for inter-building meetings.

- 12.981.1 On an annual pilot program basis, Students will not be in attendance on “open house” day. Instead the period from 8 a.m. to noon shall be devoted to meetings for professional development/collaboration. In addition, students will be released early one day during each of the second, third and fourth grading periods, with time following student release devoted to meetings for professional development/collaboration. Such meetings will be considered one of the monthly meetings under Section 12.7 and so may extend for one and one-half hours beyond the end of the regular day. The principal may use the first 30 minutes of the early release time for a building meeting.
- 12.981.2 The development of the professional development/collaboration programs here and in section 14.23 below shall be agreed upon by the principal(s) and faculty(s) involved and approved by the Superintendent. Such meetings should be a collaborative effort of teachers, staff and principal. Each May representatives of each building selected by the building leadership team (no more than 3 from each building) plus the building administrator will meet to evaluate the success of the pilot program and may agree to continue or modify the pilot for following years. Decisions shall be made by consensus. Absent an agreement to continue or modify the pilot for the following year, the calendar will revert to that in effect during the 2004-05 school year.

Mentorship Program/Entry Year Program

12.99 A Board approved Traditional Mentorship Program will be implemented. Any changes in the Traditional Mentorship Program shall be negotiated by a committee of six (6) members, three to be appointed by the BEA President and three by the Superintendent of Schools. Each party shall be free to appoint its own representatives to the committee. The Committee shall meet on an as needed basis as determined by either party. Any required changes in contract language shall be ratified and approved by the parties in accordance with their normal processes.

12.991 Silent Mentor

A silent mentor is a veteran teacher with a minimum of 4 years of experience (all Resident Educator assessments completed) who has demonstrated strong instructional performance in her/his discipline. Every attempt will be made to place a teacher with a content area/grade level colleague where a silent mentor appointment is to be made. Teachers will be asked to work with veteran teachers (the “silent mentor”) with the intent of helping them to reach the goals outlined on their improvement plan. Teachers that are asked to be a silent mentor can decline their request if they so choose. Silent mentors will work directly with their mentees in confidential/coaching style relationship. Silent mentors will be recommended by their credentialed evaluator, and approved by the Assistant Superintendent. Teachers will not have the option of selecting a silent mentor but will have input relative to the person selected. Silent Mentors will be compensated per the master agreement.

Peer Coaching Program

12.992 A Board-approved peer coaching program will be implemented. The purpose is to improve the instructional skills of tenured professional staff members.

The relationship between the coach and the professional staff member will be built on trust and mutual respect. The relationship is intended to be non-evaluative and non-threatening in nature.

Participation in the peer coaching program will be voluntary, and may or may not stem from the evaluation process.

The professional staff member will select his/her coach from among the professional staff, or with the help of the building principal if so requested.

The principal will facilitate the opportunity for classroom observations between the coach and professional staff member by arranging for substitute teachers or appropriate released time.

In-service training may be arranged for the peer coach.

Limitations may be placed on the number of participants by the building principal based upon the time and resources available.

Teacher-Student-Parent Relationships

12.993 Today's society presents professional staff members, students, and parents with many challenges. One way to address these challenges is for each building staff to emphasize a caring and supportive approach in the day-to-day working relationships with students and their families. To sustain this goal, the Building Leadership Team will work together to collaboratively develop a plan to maintain and improve these teacher-student-parent relationships at the building level. The plan should promote a positive learning environment and a spirit of trust and cooperation between the home and the school. The plan, developed collaboratively by teachers and principals at each school site each year, should include, but not be limited to, the following elements:

1. the goal(s) of the plan as it relates to the teacher-student-parent relationships;
2. tentative activities which will be implemented;
3. a timeline for action; and,
4. the procedure by which the plan will be evaluated.

The plan should be submitted to the superintendent by October 15, and the final evaluation should be completed and submitted to the superintendent by May 31. This plan will carry over from one calendar year to another.

Technology

12.994 The administration shall provide adequate training in new technology to teachers and will build capacity to provide technical support in each building as new technology is added. Teachers shall be compensated for training in the use of technology in accordance with the Master Agreement. New technology programs shall be introduced on a voluntary basis and piloted and evaluated by the members of the Association bargaining unit and administration. When the piloting, evaluating and training process is completed, BEA will encourage the use of adopted technology by all members.

ARTICLE XIII — TEACHER RIGHTS AND RESPONSIBILITIES

Professional Obligations Beyond Classroom Duties

13.11 Many activities other than those found in the classroom are necessary if an educational institution is to meet all the needs of students. Professional planning, supervision of school-related activities, parental contacts and community relationships are but a few of the techniques used by professional teachers to determine and plan for the needs of students.

- 13.12 In order for schools to function properly, the responsible cooperation of all professional staff members, staff and administrative personnel is needed. Supervision and observation of students on the playground, in the hallways, lavatory and cafeteria is not only necessary for a school to function properly, but also gives the professional staff member an opportunity to observe student reaction in an informal situation. The principal shall assign these duties on a rotation basis or some basis that is equitable and reasonable.
- 13.13 Meeting the educational needs of all students in the regular classroom does not include handling bodily wastes or the disposal of such. Special education teachers should consult the Inclusion Handbook.
- 13.14 These duties also do not include the dispensing of medicine, including prescription and non-prescription drugs.

Parent Meetings

- 13.15 A teacher may elect to postpone a meeting requested by a parent that has not been scheduled in advance with the teacher. Such postponement will be for no more than 24 hours.

Professional Meetings

- 13.2 The Board will implement a policy to reimburse teachers for expenses incurred in attending approved professional meetings with prior authorization from the principal and the Superintendent or his/her designee.
- 13.21 The Board will allow professional staff to attend professional meetings in compliance with the Board's policy and Section 12.93 of this Agreement on this subject. In an effort to make possible the implementation of the policy, a budget for professional meetings will be established each year and announced at the opening of school.

School Buildings - New Construction, Closings

- 13.3 The professional staff members of the Bedford City Schools will have input on the reorganization of the schools and/or the closing of a school building. If a committee is formed, the members will be selected by the Superintendent. The President of the Association and/or a delegate of his/her choice may serve on the committee.
- 13.31 Prior to the design of a school building, school building addition, or remodeling of a school building, the administrative representatives of the Board will meet with a committee of professional staff members, who shall be representatives of all grade levels and disciplines to be housed in the building, to discuss education requisites for the construction. The same group shall review the preliminary drawings prior to the preparation of working drawings. These meetings may

occur outside of school hours. A set of working drawings will be on file in the Business Office for review.

Involuntary Transfer

13.4 Each professional staff member who is required to make a move to another building will be given consideration of his/her desires, concerns and fears in making such a move. Administration will counsel with each individual and/or group requesting it.

13.41 If a school building is closed and/or a professional staff member is involuntarily transferred, the Board shall provide each professional staff member who is required to transfer the following:

Packing materials;

Custodial services for the moving of the professional staff member's materials to the newly-assigned school;

At the discretion of the Assistant Superintendent and upon approval by the Board, if a professional staff member is required to spend an excessive amount of time in transfer of materials, that professional staff member will be paid an amount equal to the base substitute pay per day.

Professional Personnel Records and Services

13.5 The State Department of Education requires that certain personnel records be kept up to date and on file for reference at all times.

The following personnel records, filed in the Office of the Superintendent are:

Application for employment;
Confidential credentials and references;
Ohio teaching certificate;
Transcript of college credits showing official record of the degree granted, original or certified copy;

Record of military service;
Record of TB test or X ray;
Record form of all accumulated absences or leaves;
Professional evaluations;
Bureau of Criminal Records Report.

13.51 Anonymous letters or materials shall not be placed in a professional staff member's file nor shall they be made a matter of record.

13.52 Considering that negative contents on file are only alleged, and considering that professional staff member should be given the opportunity to speak on his/her own behalf, the professional staff member shall have the right to answer any materials contained in personnel files and his/her answer shall be attached to the file copy.

- 13.53 Each professional staff member shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of his/her official personnel file except for material supplied to the administration as confidential prior to employment. Review of one's file must be in the presence of an authorized administrative staff member who will, upon request, assist the professional staff member in the calculation of hours of credit being used to determine his/her placement on the salary schedule. It is the professional staff member's responsibility to have up-to-date transcripts on file on specified dates to meet salary determinations. The signing of the contract and/or salary notification will serve as an indication that the salary as specified is correct. If it is determined at a future date that the teacher had additional credits but did not have documentation of said credits on file, no retroactive correction will be made. At the request of a professional staff member, the Superintendent or designee shall make copies of materials contained in that professional staff member's file with exceptions as noted herein. All costs of same shall be borne by the requesting teacher.
- 13.54 While limited counseling regarding the notification of hospitalization coverage and other matters such as retirement, workers' compensation, etc., is available, the limitations of local counseling must be recognized. However, the Business and/or Assistant Superintendent's Office will endeavor or provide information upon request or refer the requesting party(ies) to the representative of the organization involved.
- 13.55 It is the professional staff member's responsibility to notify the Treasurer's Office of any change in status that may affect the coverage of hospitalization.

Teaching Environment

- 13.6 The Board shall make available a lunchroom and lavatory in each school to be used by staff members and other adults. At least one (1) room shall be reserved for use as a staff member lounge. The lunchroom and staff lounge may be in the same room.
- 13.61 The Board agrees to make available typing and duplicating facilities, and when possible, clerical personnel in each school to aid professional staff members in the preparation of instructional material for the schools of the District. The Board shall provide:
- Storage space for each professional staff member to store coats, overshoes and personal articles.
 - Chalkboard space for every classroom where required for instruction.
 - Copies, for each professional staff member's use, of all texts used in each of the courses they are to teach.
 - Storage space in each classroom or in each department center for instructional materials.
 - Attendance books, paper, chalk, erasers and other such materials required in daily teaching responsibility.

Reasonable access to a telephone for each staff member.

13.62 The Board shall endeavor to provide:

A separate desk for each professional staff member in the District with lockable drawer space.

A file cabinet or cupboard with a lock for instructional materials.

Lockable storage for each teacher as approved by the Building Principal.

13.63 If a professional staff member has concerns about the teaching environment, the staff member shall inform the building principal.

13.64 Professional staff members are expected to dress in a modest, professional manner.

Student Assistance

13.65 A teacher who believes she/he has responsibility for a student who may present a particular danger of harm to self or others and who believes she/he may need the ability to seek immediate help from the school office may request assignment of a cellular phone. The teacher may submit written request to the director of pupil personnel and her/his building administrator, following criteria to be established by the director, submit a request that the director assign her/him such equipment.

Pay Dates

13.7 All professional staff members shall be paid via direct deposit to a cooperating bank on pay day. A stub shall be delivered to the professional staff member on pay day who has his/her pay electronically transferred. All teachers new to the District with the 2007-08 school year shall be paid via direct deposit from the first date of employment. Pay stubs shall be available to each professional staff member on alternating Fridays by the end of the school day throughout the year. Unless direct instructions are received by the building principal from the professional staff member on or before payday, pay stubs not picked up by the close of school on payday will be put in the school safe until Tuesday. Pay stubs remaining after Tuesday will be held by the building principal. If the professional staff member is absent on a payday before a vacation, the pay stub will be mailed by the building principal. Any cost incurred to their account will be borne by the individual.

No pay stub will be distributed to an individual other than the payee without the payee's written authorization. When school is not in session, pay stubs shall be mailed on the Thursday preceding the Friday pay date.

13.71 When it becomes necessary, the Treasurer will provide notice to the BEA President and teachers that there will be one three (3) week period between two pays in the following year.

- 13.72 In order to help provide funds for support of future school operating and building issues, effective July 1, 2010, a minimum of \$1 per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the bargaining unit and a minimum of \$2.00 per pay shall be deducted, via payroll deduction, from the bi-weekly pays of all members of the administration. Bargaining unit members may elect to opt out of this payroll deduction for the following school year during the annual open enrollment period. Members or administrators may elect to donate additional amounts via payroll deduction. In lieu of the payroll deduction, members and administrators may make a lump sum payment to the Building Social Committee. Monies raised by payroll deduction or through lump sum payments shall be directed to the Building Social Committee of the member's and administrator's building. At the time of an operating levy or bond issue campaign, the Building Social Committee shall forward, to the Levy Committee, the funds in the Social Committee's account related to levy support.

School Closings Due to Extreme Weather and Road Conditions

- 13.8 In the event of hazardous road and/or weather conditions, professional staff faculty members who may be late shall notify the school thirty (30) minutes before starting time if possible. Time missed is covered under the personal emergency leave procedure where applicable.

- 13.81 When the need arises the Board shall implement a delayed opening procedure and communicate same to the media.

Student Discipline and Professional Staff Member Protection

- 13.9 The Board recognizes its legal responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom. The Board also recognizes that it is the constitutional right and the act of responsible citizenship for a professional staff member to sign a civil or criminal complaint against person or persons engaged in assault or vandalism against the professional staff member's person and/or property.

- 13.91 A professional staff member may use any reasonable and necessary means to protect himself/herself from attack or to prevent injury to another person. There will be no reprisal or act of prejudice on the part of the Board and/or Administration against a professional staff member pursuing such rights.

- 13.92 Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to secure such attention or assist the child's parents if they seek to avail themselves of such services.

- 13.93 Regardless of the cause of any pupil difficulty, no professional staff member or class is required to tolerate any act of gross misconduct including flagrant discourtesy, abusive and vile language, acts of violence and/or deliberate insubordination. Such cases may be referred immediately to the principal for appropriate action. A professional staff member may remove a pupil from class to the charge of the principal when the seriousness of the offense, persistence of

the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom a serious threat to instruction and/or well being of other persons.

- 13.94 In such cases the professional staff member shall furnish the principal in writing as promptly as his/her teaching obligations will permit, full particulars of the incident(s) including the professional staff member's recommendation for the reentry of the pupil into the classroom. When a professional staff member refers a student to any administrator for violation of the building's student code of conduct, that administrator, upon request of the professional staff member, shall report to the professional staff member in a timely fashion the action taken including information about any special circumstances.

In addition professional staff members are encouraged to provide input in writing to the building principal regarding the building student code of conduct. Such input should be submitted prior to April 1 of each school year.

Dialog between the professional staff and the building principal about proposed changes in the student code of conduct is encouraged.

- 13.941 The Board will establish the policy for a district-wide code of student conduct which will include consequences. Building principals will develop procedures regarding implementation of the student code of conduct at the building level. These procedures will be coordinated by building principals with common grade levels.

A committee composed of six members appointed by the BEA President and up to 6 members appointed by the Superintendent has been formed and shall continue to review sections 13.9 through 13.943. The committee shall continue to review practices and discipline plans of different buildings and search for best practices to recommend. Among the issues the committee will reconsider is the time in which written referrals are to be submitted to the offices and the time for the administration to respond to referrals. The committee will continue to examine "progressive discipline" practices across the District and through different grade levels. The committee also will consider identifying programs and/or consultants that might be effective in helping improve student behavior and classroom management.

- 13.942 Each building principal will develop a written chain of command document to be followed in cases when the Principal is absent from the building. The chain of command document will clearly define the priority, authority, and responsibilities of those members acting in lieu of the Principal.

The Plan will be discussed at a faculty meeting by the end of September and distributed to each professional staff member.

Whenever feasible, the staff should be informed when the principal is absent from the building.

Student Discipline

13.943 A teacher who submits a referral on a student for engaging in an act of insubordination and/or use of profanity directed to a staff member will complete a special referral form. The teacher is responsible for completing and submitting such special forms in an expedited manner. The building administration shall not “package” such referrals for investigation, i.e., shall not tie the administration of discipline for such alleged infractions into other discipline matters. The administration shall investigate such special referrals in an expedited manner.

Assaults on Professional Staff Members

13.95 Any case of assault upon a professional staff member in school shall be promptly reported to the Superintendent by the professional staff member and/or his/her principal, or a designated representative. In cases where legal action may ensue, the principal shall attempt to obtain a list of the witnesses to the assault. The principal shall promptly attempt to obtain a written report from the professional staff member and all witnesses. These statements shall be signed, dated and filed. The Board will provide legal counsel competent to advise the professional staff member of his/her rights and obligations with respect to such assault.

13.951 Time lost from the professional staff member’s school work in connection with any injury, court procedure or other action resulting from such an assault shall not be charged against the professional staff member unless the professional staff member is finally adjudged guilty of a crime in connection therewith by a court of competent jurisdiction. In the case of an assault by a student(s) on a professional staff member or by any persons while the professional staff member is on duty, the Board will assist the professional staff member in seeking redress. Whenever possible, the professional staff member shall not be required to teach or supervise the offending student in the future.

Complaints Against Professional Staff Members

13.952 Complaints by parents against a professional staff member will usually be resolved through personal conferences at the school level. If such conferences do not lead to understanding and resolution of the problems involved, a parent may submit a complaint to the principal, Superintendent or Board.

13.953 If not resolved by the principal, the complaint may be appealed to the Superintendent. If still not resolved, it may be appealed to the Board. The professional staff member may request and be accompanied by counsel and/or an Association representative and/or legal counsel at any level of appeal. Any written reports are to be signed by the professional staff members as witness to having seen such report and not as agreement to the contents of the report.

13.954 No professional staff member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage

without just cause. Any such discipline, reprimand or reduction in rank, suspension with or without pay, compensation or advantage shall be subject to professional grievance procedure. Contract termination must be in accordance with the applicable provisions of the Ohio revised Code. All information forming the basis for disciplinary action will be made available to the teacher.

13.955 Defense of Members in litigation related to Performance of Job Duties

The Board agrees to fulfill its responsibilities to defend (provide counsel) and indemnify (pay damages) for any member of the bargaining unit who is named as a defendant in any legal action “which contains an allegation for damages for injury, death, or loss to person or property caused by the [member in connection with her/his employment, provided the member] was acting both in good faith and not manifestly outside the scope of [her/his] employment or official responsibilities.” ORC 2744.07(A)(1).

ARTICLE XIV — COMPENSATION AND BENEFITS

14.1 Professional staff members shall be paid in accordance with the salary schedules which appear in Addenda B-1 through B-4 of this Agreement.

The BA-0 base salary shall be increased as follows:

	<u>BA-0</u>	<u>Salary</u>	<u>Percentage Increase</u>
7/1/13	2013-1014	\$38,660	1.0
7/1/14	2014-2015	\$39,047	1.0
7/1/15	2015-2016	\$39,437	1.0

14.11 Effective with the 1996-97 school year, an additional Step 18* will be added to all columns as follows:

<u>BA</u>	<u>BA/150</u>	<u>BA/180</u>	<u>MA</u>
1.800	1.904	1.978	2.019

*To be eligible for Step 18, an employee must be employed at Step 14 for a period of four (4) years.

14.12 In addition to the base salary, an amount of \$50 per graduate semester hour will be paid for each block of nine (9) graduate semester hours earned after the M.A.

or M.Ed. Degree to a maximum of five (5) blocks: MA+9 = \$450, MA+18 = \$900, MA+27 = \$1,350, MA+36 = \$1,800, MA+45 = \$2,250. Semester credits are to be submitted to the Office of Assistant Superintendent by September 15 of each year to be applied for that current year.

14.121 As soon as possible but no later than December 1st each year, each teacher shall be issued a salary/benefits statement to show each teacher her/his salary for that school year. The statement shall also show Board contributions for health and life insurance, STRS, Medicare, and liaison pay as applicable.

Longevity Pay

14.13 A longevity increment will be provided in the amount of \$1,300 per year after a teacher has completed twenty (20) years of service with the Bedford City School District \$1,550 per year after a teacher has completed twenty-five (25) years of service with the Bedford City Schools.

14.14 There shall be no maximum salary increase amount.

Tuition Reimbursement

14.15 The Board will establish a fund for payment of tuition and fees for college courses taken by professional staff members. A fund of \$34,000 for the 2013-14 school year, and \$35,000 for the 2014-2015 school year will be established for reimbursement. The fund shall be increased to \$36,000 for the 2015-2016 school year. Each fiscal year will be administered jointly by the Superintendent's and BEA President's designees, who shall meet by September 30 to make such determinations.

14.151 The Board agrees to pay up to one hundred fifteen (\$115.00) for the 2013-2014 year and one hundred twenty-five (\$125.00) for the 2014-2015 school year, increasing to one hundred thirty-five (\$135.00) for the 2015-2016 school year per quarter hour. The Board agrees to pay one hundred seventy-five (\$175.00) per semester hour, increasing to one hundred eighty-five (\$185.00) for the 2014-2015 school year and one hundred ninety-five (\$195.00) for the 2015-2016 school year, not to exceed \$1,100, increasing to \$1,200 for the 2014-2015 school year and \$1,300 for the 2015-2016 school year, to full-time professional staff members who successfully complete college courses taken at accredited colleges or universities related to the teaching profession or relevant to their teaching field(s), subject to limitations as described in Articles 14.152 and 14.154, not to exceed the actual cost of the coursework.

14.152 An employee may receive reimbursement for a maximum of six (6) semester or nine (9) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted by September 1 of the school year for which the request is being made to the Board Treasurer to be eligible for tuition reimbursement. Tuition reimbursement payments shall be issued as soon as possible but no later than November 1st.

14.153 An employee must be employed in the District the year following the eligible coursework to receive tuition reimbursement, unless the employee is affected by a reduction-in-force and the coursework was scheduled and paid prior to the employee's RIF notification. If the teacher does not complete the contract year in which the payment is made, a prorated portion (based on percentage of the school year completed) of the reimbursement shall be deducted from the teacher's final check.

14.154 If the number of valid tuition reimbursement requests exceeds the appropriated amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of eligible credit hours district-wide for which reimbursement was requested. Payment will be made during September of the following school year.

14.155 Employees who are reimbursed by another agency shall be eligible for reimbursement of only the difference, if any, between the actual cost of the coursework and the amount of reimbursement from the other agency.

Contract Pay

14.2 186 days except for beginning teachers for orientation - 188 days.

14.21 With the 1993-94 school year, two days were added to the calendar. There are 186 days in the calendar except for new teachers who will have 188 days.

14.22 One of these additional days, or its equivalent, will be for student instruction.

14.23 The second of these additional days, or its equivalent, will be used to improve the quality of instruction. The format for this day will be agreed to by the principal(s) and faculty(s) involved and approved by the Superintendent. The development of these programs shall be agreed upon by the principal(s) and faculty(s) involved and approved by the Superintendent. Such meetings should be a collaborative effort of teachers, staff and principal. Each May representatives of each building selected by the building leadership team (no more than 3 from each building) plus the building administrator will meet to evaluate the success of the program and may agree to modify the program for following year. Decisions shall be made by consensus.

14.3 **Medical and Hospitalization Insurance**

1. Effective July 1, 2013 members who elect to enroll in the CIGNA Open Access Plan shall pay ten percent (10%) of the monthly premium contribution. Only the Kaiser program shall be offered as an option with each employee electing such coverage paying the same ten percent (10%).

Effective July 1, 2014 members who elect to enroll in the CIGNA Open Access Plan shall pay eleven percent (11%) of the monthly premium. Only the Kaiser

program shall be offered as an option, with the employee electing such coverage paying the same eleven percent (11%).

Effective July 1, 2015 members who elect to enroll in the CIGNA Open Access Plan shall pay twelve percent (12%) of the monthly premium. Only the Kaiser program shall be offered as an option, with the employee electing such coverage paying the same twelve percent (12%).

2. As determined by the Health Care Committee per Section 14.91, effective January 1, 2013 the Super Med Plus plan benefit package was replaced with the CIGNA Open Access Plus plan that provides co-insurance, in-network at 80% -- 20%, and out of network at 70% -- 30%. Out-of-Pocket maximum (in addition to deductibles) for in-network services will be \$1,000.00 per year for single, \$2,000.00 per year for family; out-of-pocket maximum for out-of-network services will be \$2,000.00 per year for single and \$4,000.00 per year for family.

14.31 Notification to the President and professional negotiations chairperson of intent to change medical insurance shall be thirty (30) days in advance of the change in carrier.

14.32 Employees may choose the Kaiser Medical Plan not to exceed the cost to the Board of Education of hospitalization under 14.3.

14.33 Premium paid by Board and employee shall be prorated for part-time employees.

14.34 Employees, except two (2) teacher families who are covered by another medical insurance plan who elect not to enroll in Board-paid HMO, hospitalization and major medical insurance or managed care plan, shall receive a payment at the completion of each full school year (July 1 through June 30) in the following amount:

<u>Eligible for</u>	<u>Enroll in</u>	<u>Payment</u>
Family	No Board plan	\$400
Family	Single	\$200
Single	No Board plan	\$200

14.4 Term Life Insurance: All certificated employees shall receive \$50,000 term life insurance and will have the option of purchasing at their own expense additional insurance at the Board rate through the carrier, if available.

14.5 Dental Insurance: Per plan adopted by the HCC, effective July 1, 2013 members who elect to enroll in the program shall pay ten percent (10%) of the monthly premium contribution; that amount shall be eleven percent (11%) of the monthly premium effective July 1, 2014 and twelve percent (12%) effective July 1, 2015.

14.6 Prescription Drugs: For the plan adopted by the HCC July 1, 2013 members who elect to enroll in the program shall pay ten percent (10%) of the monthly premium contribution which shall increase eleven percent (11%) of the monthly premium effective July 1, 2014 and twelve percent (12%) effective July 1, 2015.

14.7 Spousal Insurance

(This Section only applies to teachers newly hired in the Bedford City Schools beginning with the 2007-2008 school year.)

1. If a teacher's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s) ("spouse available insurance"). The spouse may enroll in single employer sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
2. Upon the spouse's enrollment in any such "spouse available insurance" insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
3. Any spouse who fails to enroll in any "spouse available insurance" as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.
4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration (Addendum F-1) verifying whether his/her spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer.
5. If a teacher submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the teacher results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the teacher will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.
 - a. Any amount to be reimbursed by the teacher may be deducted from the benefits, including salary, to which the teacher would otherwise be entitled.
 - b. In addition, the teacher's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.
6. If a teacher submits false information about his/her "spouse available insurance" coverage(s), the teacher may be subject to disciplinary action by the Board, up to and including termination of employment.

14.8 Enrollment Practices

If a teacher and/or his/her spouse and/or his/her dependent(s) involuntarily lose insurance coverage(s) from any other plan (e.g. employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance

benefits through employer), that teacher and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no preexisting condition exclusions or waiting period.

14.9 Per Diem Rate Definition

Per Diem rate for all purposes when per diem rate is relevant is the salary from the salary schedule, excluding supplemental salaries, which includes longevity pay and hours beyond the Masters pay, divided by 186. All places in the Agreement where per diem rate is referenced shall be modified to be consistent with this definition.

14.91 Health Care Committee

A committee composed of four (4) representatives appointed by the BEA president and four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The OAPSE local president shall be invited to appoint four representatives as well. The Health Care Committee shall be co-chaired by the Bedford Education Association president, the support staff president and the superintendent or his designee. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An organizational meeting will be held no later than September 15, 2010 to discuss the operation of the committee.

- A. Initial training for the HCC members was concluded in 2011. If additional training becomes necessary, the objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.
- B. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective January 1st of each year beginning January 1, 2012 at 5% or below compared to the prior year. Each year the Board will be responsible for the first 5% of increased premium costs.
- D.
 - (1) If the increase in premiums is 5% or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.
 - (2) If the increase is more than 5% but less than 10%, the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the 5% level effective January 1st.
 - (3) If the increase is more than 10%, the committee will only be charged to convene to reduce the total premium increase by 5% effective January 1st.
 - (4) If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions, then the increased cost for

medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above (i.e., the Board assumes the first 5% and any increase above 10%), will be distributed among plan participants from the Bedford administration, BEA and OAPSE (if OAPSE agrees to participate on these terms) in the form of additional premium contributions starting January 1st of the year of the premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan participants, however, will be responsible for no more than five percent (5%) above the original five percent (5%) the Board will assume.

- E. The administration and the Association each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
- F. The committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as is practicable, on and after the effective date of the bargaining agreement.
- G. Following completion of the training program set forth above, the Health Care Committee shall jointly select the health insurance consultant through a request for qualifications process (RFQ).
- H. On or before December 15 of each year, the committee shall consider changes in program design, premium sharing and other steps that will act to keep the rate of premium increases as low as possible. All decisions shall be made by consensus, following the IBB process, and a report of those changes submitted to the BEA president and Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the committee will become effective January 1 for the BEA and the administration.
- I. This section shall be amended from time to time as the Health Care Committee considers changes to the plan. Any changes adopted by the Committee shall be added to this section as an addendum.

14.92 Section 125 Plan.

Effective as soon after July 1, 2005 as possible, the Board shall adopt and enhance Section 125 Plan including provisions for premium pass through, flexible spending and dependent care features; the administer fee associated with the flexible spending and dependent care provisions shall be paid by those employees who elect to participate.

ARTICLE XV — COACHING AND CO-CURRICULAR COMPENSATION

- 15.1 The salary index schedules for coaching and co-curricular positions appear in Addendum C-1 and C-2 of this Agreement.
- 15.2 If new positions are created by the Board, the pay for the newly created position shall be negotiated by a committee of four (4) members: two to be appointed by the BEA President and two by the Superintendent of Schools. Each party shall be free to appoint its own representatives to the committee. The pay that is determined by the committee shall be considered an addendum to the existing Supplemental Salary Schedule. It is understood that an activity may commence while the process of determining the pay level proceeds, and the pay that results shall be effective with the first day the activities began.
- 15.3 Coaching experience is negotiable between coach and administration when hired.
- 15.4 Assistant coaching in a sport is counted the same as head coaching for the purpose of advancement on the compensation schedule.
- 15.5 Coaches of both girls' and boys' sports are expected to have equal work loads and requirements.
- 15.6 Ratios are based on the BA minimum in effect during each school year.
- 15.7 All coaches will receive the supplemental pay in two (2) equal payments. The payments will be made in the second pay of the month as follows:

Fall season coach - September and November

Winter season coach - December and March

Spring season coach - April and June

ARTICLE XVI — CAREER AND TECHNICAL EDUCATION (VOCATIONAL TEACHERS)

- 16.01 Effective with the start of the 2001-02 school year, Career and Technical Education teachers currently employed by the District shall be placed on the salary schedule in the BEA-Board Agreement as follows:
- 16.02 "BA" equals a bachelor's degree or equivalent; "equivalent" means five (5) years of appropriate work experience as defined in the Teacher Education and Licensure Standards by a vocational area, plus a minimum of a one (1) year vocational certificate or a two (2) year provisional license. "BA 150" equals one hundred fifty (150) semester hours or equivalent; "equivalent" means five (5) years of appropriate work experience plus a minimum of a four (4) year Provisional Vocational Certificate or the first renewal of a professional license. "BA 180" equals one hundred eighty (180) semester hours or equivalent; "equivalent" means seven (7) years of appropriate work experience plus a minimum of an eight (8) year Professional Vocational Certificate or the first renewal of a professional license. "MA" equals a master's degree or equivalent; "equivalent" means

eight (8) years of appropriate work experience plus a bachelor's degree plus an eight (8) year Professional Vocational Certificate or the second renewal of a professional license.

- 16.03 In determining proper placement on the salary schedule, quarter hours of college credit may be substituted for semester hours of credit at the rate of three (3) quarter hours equal two (2) semester hours.
- 16.04 Career and Technical Education Teachers initially employed by the District on and after July 1, 2001 initially shall be placed on the salary schedule in accordance with said provisions. Commencing with the 2001-02 school year, Career and Technical Education Teachers shall advance on the salary schedule either in accordance with these provisions or by preparing and submitting an Individual Professional Development Plan to the Local Professional Development Committee. The LPDC will review said plan and make a recommendation to the Assistant Superintendent regarding crediting non-college credit work for possible salary schedule advancement.

ARTICLE XVII — REEMPLOYMENT OF RETIRED TEACHERS

- 17.01 A teacher retired under STRS ("re-employed teacher") may be employed subject to the following conditions:
- 17.02 Subject to these provisions, the re-employed teacher is a member of the bargaining unit and subject to the provisions of the BEA-Board Agreement.
- 17.03 A re-employed teacher shall receive a maximum of five (5) years experience credit and the individual's educational attainment for salary schedule, placement purposes. If the teacher is re-employed the following school year, he/she will advance one year on the salary index for each year of employment under section 17.03.
- 17.04 A re-employed teacher shall commence employment with zero years of seniority credit for purposes of layoff and zero days of accumulated sick leave.
- 17.05 A re-employed teacher shall serve under a one-year limited contract which will be automatically non-renewed at the conclusion of that year without the need for completion of the evaluation process. The Board and BEA intend that this provision expressly supersedes any rights the re-employed teacher might otherwise enjoy under ORC §§3319.11 and 3319.111.
- 17.06 A re-employed teacher shall not be subject to the entry year/mentoring program.
- 17.07 Effective January 1, 2009, a re-employed teacher will be eligible for health insurance on the same basis and terms as other members of the bargaining unit as set forth in section 14.3 through 14.92.

GRIEVANCE FORMS

BEDFORD EDUCATION ASSOCIATION

BEDFORD CITY SCHOOL DISTRICT

COMPLAINT BY THE GRIEVANT (STEP II)

Grievant _____ Date _____

School _____ Administrator _____

Grievant's representative (if any) _____

Date of Occurrence and Date of Step I Conference _____

State of Grievance and Adjustment sought:

Signature of Grievant

(Type or print all information except signature)

Copies to: Administrator
Association President

DISPOSITION BY THE ADMINISTRATOR (STEP II)

(To be completed by the Administrator
within ten (10) days after hearing)

Grievant _____ Date of Step II Hearing _____

School _____ Administrator _____

Disposition of the Administrator and reasons therefore:

Date of Disposition _____
Signature of Administrator _____

Grievant's Response: (To be completed by the grievant within ten (10) days of decision.)

_____ I accept the above disposition of the administrator.

_____ I hereby refer the above disposition for further grievance procedures.

Date of Response _____
Signature of Grievant _____

Copies to: Grievant
Representative (if any)
Association President

COMPLAINT BY THE GRIEVANT (STEP III)

Grievant _____ Date _____

School _____ Superintendent _____

Grievant's Representatives (if any) _____

Date of Step II Disposition _____

Statements of Grievance and Adjustment sought:

Signature of Grievant

(Type or print all information except signature)

Copies to: Superintendent
 Association President

COMPLAINT BY THE GRIEVANT (STEP IV)

Grievant _____ Date _____

School _____

Grievant's representative (if any) _____

Date of Step III Disposition _____

Statement of Grievance and Adjustment sought:

Signature of Grievant

(Type or print all information except signature)

Copies to: President of Board
 Association President

BEDFORD CITY SCHOOL DISTRICT

Office of the Assistant Superintendent

MEMORANDUM

TO: Teachers on Limited Contract
FROM: Office of the Assistant Superintendent
SUBJECT: Consideration for Continuing Contract

Under the Board-BEA agreement, teachers who wish to be considered for continuing contract status must complete the application and return it to your building principal/ evaluating administrator by October 15th. Applications can be obtained from the principals office. To be eligible for tenure consideration, you must:

1. By the end of this school year have taught 3 of the last 5 years in Bedford or, if he/she has acquired tenure in another Ohio district, have completed 2 years of teaching in Bedford by the end of the school year.
2. Hold an 8 year professional certificate or 5 year professional license.
3. Are working to be eligible for her/his professional (5 year) license and expect to be completed by the last Board meeting in April.
4. Complete the applicable of one of the following:
 - a. *If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;*

OR

- b. *If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.*

If a teacher has completed the necessary work and holds the required certificate/license and applies to be considered for a continuing contract, the following options are available to the Board under ORC Sections 3319.11 and 3319.111:

- a. The Superintendent may recommend that the teacher will be recommended for and receive continuing contract status for the following year;
- b. The Superintendent may recommend that the teacher be recommended for continuing contract status but the Board rejects that recommendation. At a subsequent meeting the teacher either will be non-renewed or approved for an extended limited contract for one or two years; or
- c. The Superintendent may recommend that the teacher be non-renewed and that recommendation is approved by the Board.

If you do not wish to be considered for tenure, you need not complete the application. If you wish to be considered and return the application, you and your building administrator/evaluating administrator will meet by November 15th to discuss the continuing contract consideration process.

If you apply for tenure consideration and later learn you will not be able to complete the requirements by the final Board meeting in April or decide by March 31 you do not wish to be considered, please advise the building principal/evaluating administrator. If you withdraw you may elect to apply for continuing contract consideration in a subsequent year.

SALARY INDEX FOR 2013-2014

BEDFORD CITY SCHOOLS

Base Salary: \$38,660

1.0% increase over previous base

		BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	38,660	1.030	39,820	1.080	41,753	1.090	42,139	42,589	43,039	43,489	43,939	44,389
1	1.034	39,974	1.064	41,134	1.114	43,067	1.124	43,454	43,904	44,354	44,804	45,254	45,704
2	1.068	41,289	1.098	42,449	1.148	44,382	1.158	44,768	45,218	45,668	46,118	46,568	47,018
3	1.109	42,874	1.139	44,034	1.189	45,967	1.194	46,160	46,610	47,060	47,510	47,960	48,410
4	1.154	44,614	1.184	45,773	1.234	47,706	1.240	47,938	48,388	48,838	49,288	49,738	50,188
5	1.200	46,392	1.240	47,938	1.286	49,717	1.290	49,871	50,321	50,771	51,221	51,671	52,121
6	1.260	48,712	1.306	50,490	1.349	52,152	1.355	52,384	52,834	53,284	53,734	54,184	54,634
7	1.326	51,263	1.373	53,080	1.413	54,627	1.435	55,477	55,927	56,377	56,827	57,277	57,727
8	1.392	53,815	1.440	55,670	1.489	57,565	1.515	58,570	59,020	59,470	59,920	60,370	60,820
9	1.466	56,676	1.516	58,609	1.575	60,890	1.605	62,049	62,499	62,949	63,399	63,849	64,299
10	1.541	59,575	1.609	62,204	1.672	64,640	1.705	65,915	66,365	66,815	67,265	67,715	68,165
11	1.621	62,668	1.703	65,838	1.771	68,467	1.805	69,781	70,231	70,681	71,131	71,581	72,031
12	1.700	65,722	1.796	69,433	1.868	72,217	1.905	73,647	74,097	74,547	74,997	75,447	75,897
13	1.700	65,722	1.796	69,433	1.868	72,217	1.905	73,647	74,097	74,547	74,997	75,447	75,897
14	1.739	67,230	1.837	71,018	1.910	73,841	1.950	75,387	75,837	76,287	76,737	77,187	77,637
15	1.739	67,230	1.837	71,018	1.910	73,841	1.950	75,387	75,837	76,287	76,737	77,187	77,637
16	1.739	67,230	1.837	71,018	1.910	73,841	1.950	75,387	75,837	76,287	76,737	77,187	77,637
17	1.739	67,230	1.837	71,018	1.910	73,841	1.950	75,387	75,837	76,287	76,737	77,187	77,637
18	1.800	69,588	1.904	73,609	1.978	76,469	2.019	78,055	78,505	78,955	79,405	79,855	80,305

SALARY INDEX FOR 2014-2015

BEDFORD CITY SCHOOLS

Base Salary: \$39,047

1.0% increase over previous base

		BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	39,047	1.030	40,218	1.080	42,171	1.090	42,561	43,011	43,461	43,911	44,361	44,811
1	1.034	40,375	1.064	41,546	1.114	43,498	1.124	43,889	44,339	44,789	45,239	45,689	46,139
2	1.068	41,702	1.098	42,874	1.148	44,826	1.158	45,216	45,666	46,116	46,566	47,016	47,466
3	1.109	43,303	1.139	44,475	1.189	46,427	1.194	46,622	47,072	47,522	47,972	48,422	48,872
4	1.154	45,060	1.184	46,232	1.234	48,184	1.240	48,418	48,868	49,318	49,768	50,218	50,668
5	1.200	46,856	1.240	48,418	1.286	50,214	1.290	50,371	50,821	51,271	51,721	52,171	52,621
6	1.260	49,199	1.306	50,995	1.349	52,674	1.355	52,909	53,359	53,809	54,259	54,709	55,159
7	1.326	51,776	1.373	53,612	1.413	55,173	1.435	56,032	56,482	56,932	57,382	57,832	58,282
8	1.392	54,353	1.440	56,228	1.489	58,141	1.515	59,156	59,606	60,056	60,506	60,956	61,406
9	1.466	57,243	1.516	59,195	1.575	61,499	1.605	62,670	63,120	63,570	64,020	64,470	64,920
10	1.541	60,171	1.609	62,827	1.672	65,287	1.705	66,575	67,025	67,475	67,925	68,375	68,825
11	1.621	63,295	1.703	66,497	1.771	69,152	1.805	70,480	70,930	71,380	71,830	72,280	72,730
12	1.700	66,380	1.796	70,128	1.868	72,940	1.905	74,385	74,835	75,285	75,735	76,185	76,635
13	1.700	66,380	1.796	70,128	1.868	72,940	1.905	74,385	74,835	75,285	75,735	76,185	76,635
14	1.739	67,903	1.837	71,729	1.910	74,580	1.950	76,142	76,592	77,042	77,492	77,942	78,392
15	1.739	67,903	1.837	71,729	1.910	74,580	1.950	76,142	76,592	77,042	77,492	77,942	78,392
16	1.739	67,903	1.837	71,729	1.910	74,580	1.950	76,142	76,592	77,042	77,492	77,942	78,392
17	1.739	67,903	1.837	71,729	1.910	74,580	1.950	76,142	76,592	77,042	77,492	77,942	78,392
18	1.800	70,285	1.904	74,345	1.978	77,235	2.019	78,836	79,286	79,736	80,186	80,636	81,086

SALARY INDEX FOR 2015-2016

BEDFORD CITY SCHOOLS

Base Salary: \$39,437

1.0% increase over previous base

		BA		BA+150		BA+180		MA	+450 MA9	+450 MA18	+450 MA27	+450 MA36	+450 MA45
0	1.000	39,437	1.030	40,620	1.080	42,592	1.090	42,986	43,436	43,886	44,336	44,786	45,236
1	1.034	40,778	1.064	41,961	1.114	43,933	1.124	44,327	44,777	45,227	45,677	46,127	46,577
2	1.068	42,119	1.098	43,302	1.148	45,274	1.158	45,668	46,118	46,568	47,018	47,468	47,918
3	1.109	43,736	1.139	44,919	1.189	46,891	1.194	47,088	47,538	47,988	48,438	48,888	49,338
4	1.154	45,510	1.184	46,693	1.234	48,665	1.240	48,902	49,352	49,802	50,252	50,702	51,152
5	1.200	47,324	1.240	48,902	1.286	50,716	1.290	50,874	51,324	51,774	52,224	52,674	53,124
6	1.260	49,691	1.306	51,505	1.349	53,201	1.355	53,437	53,887	54,337	54,787	55,237	55,687
7	1.326	52,293	1.373	54,147	1.413	55,724	1.435	56,592	57,042	57,492	57,942	58,392	58,842
8	1.392	54,896	1.440	56,789	1.489	58,722	1.515	59,747	60,197	60,647	61,097	61,547	61,997
9	1.466	57,815	1.516	59,786	1.575	62,113	1.605	63,296	63,746	64,196	64,646	65,096	65,546
10	1.541	60,772	1.609	63,454	1.672	65,939	1.705	67,240	67,690	68,140	68,590	69,040	69,490
11	1.621	63,927	1.703	67,161	1.771	69,843	1.805	71,184	71,634	72,084	72,534	72,984	73,434
12	1.700	67,043	1.796	70,829	1.868	73,668	1.905	75,127	75,577	76,027	76,477	76,927	77,377
13	1.700	67,043	1.796	70,829	1.868	73,668	1.905	75,127	75,577	76,027	76,477	76,927	77,377
14	1.739	68,581	1.837	72,446	1.910	75,325	1.950	76,902	77,352	77,802	78,252	78,702	79,152
15	1.739	68,581	1.837	72,446	1.910	75,325	1.950	76,902	77,352	77,802	78,252	78,702	79,152
16	1.739	68,581	1.837	72,446	1.910	75,325	1.950	76,902	77,352	77,802	78,252	78,702	79,152
17	1.739	68,581	1.837	72,446	1.910	75,325	1.950	76,902	77,352	77,802	78,252	78,702	79,152
18	1.800	70,987	1.904	75,088	1.978	78,006	2.019	79,623	80,073	80,523	80,973	81,423	81,873

**SUPPLEMENTAL SALARY SCHEDULE
SCHOOL YEAR – 2013-2014
BA/0 SALARY - \$38,660**

0 0 1-2 1-2 3
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FOOTBALL

Head HS	0.2	7,732.00	0.21	8,118.60	0.22	8,505.20
Asst. HS	0.132	5,103.12	0.139	5,373.74	0.146	5,644.36
Head Hesk - 7th	0.117	4,523.22	0.123	4,755.18	0.13	5,025.80
Head Hesk - 8th	0.117	4,523.22	0.123	4,755.18	0.13	5,025.80
Asst. Hesk	0.104	4,020.64	0.109	4,213.94	0.115	4,445.90

BASKETBALL

Head HS	0.162	6,262.92	0.171	6,610.86	0.18	6,958.80
Asst. HS	0.12	4,639.20	0.126	4,871.16	0.132	5,103.12
Head Hesk - 7th	0.085	3,286.10	0.092	3,556.72	0.098	3,788.68
Head Hesk - 8th	0.085	3,286.10	0.092	3,556.72	0.098	3,788.68

WRESTLING

Head HS	0.162	6,262.92	0.171	6,610.86	0.18	6,958.80
Asst. HS	0.12	4,639.20	0.126	4,871.16	0.132	5,103.12
Head Hesk	0.099	3,827.34	0.106	4,097.96	0.112	4,329.92
Asst. Hesk	0.064	2,474.24	0.067	2,590.22	0.07	2,706.20

TRACK

Head HS	0.126	4,871.16	0.132	5,103.12	0.138	5,335.08
Asst. HS	0.087	3,363.42	0.091	3,518.06	0.095	3,672.70
Head Hesk	0.073	2,822.18	0.076	2,938.16	0.08	3,092.80
Asst. Hesk	0.058	2,242.28	0.06	2,319.60	0.062	2,396.92

BASEBALL/SOFTBALL

Head HS	0.126	4,871.16	0.132	5,103.12	0.138	5,335.08
Asst. HS	0.087	3,363.42	0.091	3,518.06	0.095	3,672.70
Head Hesk	0.058	2,242.28	0.06	2,319.60	0.062	2,396.92

SOCCER (Boys & Girls)

Head HS	0.115	4,445.90	0.119	4,600.54	0.123	4,755.18
Asst. HS	0.09	3,479.40	0.097	3,750.02	0.1	3,866.00
Head Hesk	0.067	2,590.22	0.07	2,706.20	0.073	2,822.18

CROSS COUNTRY

Head HS	0.089	3,440.74	0.093	3,595.38	0.097	3,750.02
Head Hesk	0.067	2,590.22	0.07	2,706.20	0.073	2,822.18

COACHING SUPPLEMENTAL SALARY SCHEDULE

School Year – 2013-2014

BA/0 Salary - \$38,660

GOLF

Head HS	0.084	3,247.44	0.088	3,402.08	0.092	3,556.72
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SWIMMING

Head HS	0.16	6,185.60	0.169	6,533.54	0.178	6,881.48
Asst. HS	0.12	4,639.20	0.126	4,871.16	0.132	5,103.12
Asst. HS – Diving	0.12	4,639.20	0.126	4,871.16	0.132	5,103.12
Head Hesk -Boys	0.06	2,319.60	0.063	2,435.58	0.066	2,551.56
Head Hesk -Girls	0.06	2,319.60	0.063	2,435.58	0.066	2,551.56

VOLLEYBALL

Head HS	0.115	4,445.90	0.119	4,600.54	0.123	4,755.18
Asst. HS	0.077	2,976.82	0.08	3,092.80	0.083	3,208.78
Head Hesk - 7th	0.067	2,590.22	0.07	2,706.20	0.073	2,822.18
Head Hesk - 8th	0.067	2,590.22	0.07	2,706.20	0.073	2,822.18

ATHLETIC EVENTS SUPERVISOR

HS	0.083	3,208.78	0.087	3,363.42	0.091	3,518.06
Heskett	0.021	811.86	0.026	1,005.16	0.031	1,198.46

CHEERLEADER ADVISOR (3)

HS Football	0.07	2,706.20	0.072	2,783.52	0.074	2,860.84
HS Asst. Football	0.048	1,855.68	0.05	1,933.00	0.052	2,010.32
HS Basketball	0.07	2,706.20	0.072	2,783.52	0.074	2,860.84
HS Asst. Basketball	0.048	1,855.68	0.05	1,933.00	0.052	2,010.32
Football Hesk	0.046	1,778.36	0.048	1,855.68	0.05	1,933.00
Basketball Hesk	0.046	1,778.36	0.048	1,855.68	0.05	1,933.00

COACHING SUPPLEMENTAL SALARY SCHEDULE

School Year – 2014-2015

BA/0 Salary - \$39,047

	<u>0</u>		<u>1-2</u>		<u>3</u>	
	<u>Index</u>	<u>0</u>	<u>Index</u>	<u>1-2</u>	<u>Index</u>	<u>3</u>

FOOTBALL

Head HS	0.2	7,809.40	0.21	8,199.87	0.22	8,590.34
Asst. HS	0.132	5,154.20	0.139	5,427.53	0.146	5,700.86
Head Hesk - 7th	0.117	4,568.50	0.123	4,802.78	0.13	5,076.11
Head Hesk - 8th	0.117	4,568.50	0.123	4,802.78	0.13	5,076.11
Asst. Hesk	0.104	4,060.89	0.109	4,256.12	0.115	4,490.41

BASKETBALL

Head HS	0.162	6,325.61	0.171	6,677.04	0.18	7,028.46
Asst. HS	0.12	4,685.64	0.126	4,919.92	0.132	5,154.20
Head Hesk - 7th	0.085	3,319.00	0.092	3,592.32	0.098	3,826.61
Head Hesk - 8th	0.085	3,319.00	0.092	3,592.32	0.098	3,826.61

WRESTLING

Head HS	0.162	6,325.61	0.171	6,677.04	0.18	7,028.46
Asst. HS	0.12	4,685.64	0.126	4,919.92	0.132	5,154.20
Head Hesk	0.099	3,865.65	0.106	4,138.98	0.112	4,373.26
Asst. Hesk	0.064	2,499.01	0.067	2,616.15	0.07	2,733.29

TRACK

Head HS	0.126	4,919.92	0.132	5,154.20	0.138	5,388.49
Asst. HS	0.087	3,397.09	0.091	3,553.28	0.095	3,709.47
Head Hesk	0.073	2,850.43	0.076	2,967.57	0.08	3,123.76
Asst. Hesk	0.058	2,264.73	0.06	2,342.82	0.062	2,420.91

BASEBALL/SOFTBALL

Head HS	0.126	4,919.92	0.132	5,154.20	0.138	5,388.49
Asst. HS	0.087	3,397.09	0.091	3,553.28	0.095	3,709.47
Head Hesk	0.058	2,264.73	0.06	2,342.82	0.062	2,420.91

SOCCER (Boys & Girls)

Head HS	0.115	4,490.41	0.119	4,646.59	0.123	4,802.78
Asst. HS	0.09	3,514.23	0.097	3,787.56	0.1	3,904.70
Head Hesk	0.067	2,616.15	0.07	2,733.29	0.073	2,850.43

CROSS COUNTRY

Head HS	0.089	3,475.18	0.093	3,631.37	0.097	3,787.56
Head Hesk	0.067	2,616.15	0.07	2,733.29	0.073	2,850.43

COACHING SUPPLEMENTAL SALARY SCHEDULE

School Year – 2014-2015

BA/0 Salary - \$39,047

GOLF

Head HS	0.084	3,279.95	0.088	3,436.14	0.092	3,592.32
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SWIMMING

Head HS	0.16	6,247.52	0.169	6,598.94	0.178	6,950.37
Asst. HS	0.12	4,685.64	0.126	4,919.92	0.132	5,154.20
Asst. HS – Diving	0.12	4,685.64	0.126	4,919.92	0.132	5,154.20
Head Hesk -Boys	0.06	2,342.82	0.063	2,459.96	0.066	2,577.10
Head Hesk -Girls	0.06	2,342.82	0.063	2,459.96	0.066	2,577.10

VOLLEYBALL

Head HS	0.115	4,490.41	0.119	4,646.59	0.123	4,802.78
Asst. HS	0.077	3,006.62	0.08	3,123.76	0.083	3,240.90
Head Hesk - 7th	0.067	2,616.15	0.07	2,733.29	0.073	2,850.43
Head Hesk - 8th	0.067	2,616.15	0.07	2,733.29	0.073	2,850.43

ATHLETIC EVENTS SUPERVISOR

HS	0.083	3,240.90	0.087	3,397.09	0.091	3,553.28
Heskett	0.021	819.99	0.026	1,015.22	0.031	1,210.46

CHEERLEADER ADVISOR (3)

HS Football	0.07	2,733.29	0.072	2,811.38	0.074	2,889.48
HS Asst. Football	0.048	1,874.26	0.05	1,952.35	0.052	2,030.44
HS Basketball	0.07	2,733.29	0.072	2,811.38	0.074	2,889.48
HS Asst. Basketball	0.048	1,874.26	0.05	1,952.35	0.052	2,030.44
Football Hesk	0.046	1,796.16	0.048	1,874.26	0.05	1,952.35
Basketball Hesk	0.046	1,796.16	0.048	1,874.26	0.05	1,952.35

COACHING SUPPLEMENTAL SALARY SCHEDULE

School Year – 2015-2016

BA/0 Salary - \$39,437

0 Index 0 1-2 Index 1-2 3 Index 3

FOOTBALL

Head HS	0.2	7,887.40	0.21	8,281.77	0.22	8,676.14
Asst. HS	0.132	5,205.68	0.139	5,481.74	0.146	5,757.80
Head Hesk - 7th	0.117	4,614.13	0.123	4,850.75	0.13	5,126.81
Head Hesk - 8th	0.117	4,614.13	0.123	4,850.75	0.13	5,126.81
Asst. Hesk	0.104	4,101.45	0.109	4,298.63	0.115	4,535.26

BASKETBALL

Head HS	0.162	6,388.79	0.171	6,743.73	0.18	7,098.66
Asst. HS	0.12	4,732.44	0.126	4,969.06	0.132	5,205.68
Head Hesk - 7th	0.085	3,352.15	0.092	3,628.20	0.098	3,864.83
Head Hesk - 8th	0.085	3,352.15	0.092	3,628.20	0.098	3,864.83

WRESTLING

Head HS	0.162	6,388.79	0.171	6,743.73	0.18	7,098.66
Asst. HS	0.12	4,732.44	0.126	4,969.06	0.132	5,205.68
Head Hesk	0.099	3,904.26	0.106	4,180.32	0.112	4,416.94
Asst. Hesk	0.064	2,523.97	0.067	2,642.28	0.07	2,760.59

TRACK

Head HS	0.126	4,969.06	0.132	5,205.68	0.138	5,442.31
Asst. HS	0.087	3,431.02	0.091	3,588.77	0.095	3,746.52
Head Hesk	0.073	2,878.90	0.076	2,997.21	0.08	3,154.96
Asst. Hesk	0.058	2,287.35	0.06	2,366.22	0.062	2,445.09

BASEBALL/SOFTBALL

Head HS	0.126	4,969.06	0.132	5,205.68	0.138	5,442.31
Asst. HS	0.087	3,431.02	0.091	3,588.77	0.095	3,746.52
Head Hesk	0.058	2,287.35	0.06	2,366.22	0.062	2,445.09

SOCCER (Boys & Girls)

Head HS	0.115	4,535.26	0.119	4,693.00	0.123	4,850.75
Asst. HS	0.09	3,549.33	0.097	3,825.39	0.1	3,943.70
Head Hesk	0.067	2,642.28	0.07	2,760.59	0.073	2,878.90

CROSS COUNTRY

Head HS	0.089	3,509.89	0.093	3,667.64	0.097	3,825.39
Head Hesk	0.067	2,642.28	0.07	2,760.59	0.073	2,878.90

COACHING SUPPLEMENTAL SALARY SCHEDULE

School Year – 2015-2016

BA/0 Salary - \$39,437

GOLF

Head HS	0.084	3,279.95	0.088	3,436.14	0.092	3,592.32
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SWIMMING

Head HS	0.16	6,247.52	0.169	6,598.94	0.178	6,950.37
Asst. HS	0.12	4,685.64	0.126	4,919.92	0.132	5,154.20
Asst. HS – Diving	0.12	4,685.64	0.126	4,919.92	0.132	5,154.20
Head Hesk -Boys	0.06	2,342.82	0.063	2,459.96	0.066	2,577.10
Head Hesk -Girls	0.06	2,342.82	0.063	2,459.96	0.066	2,577.10

VOLLEYBALL

Head HS	0.115	4,490.41	0.119	4,646.59	0.123	4,802.78
Asst. HS	0.077	3,006.62	0.08	3,123.76	0.083	3,240.90
Head Hesk - 7th	0.067	2,616.15	0.07	2,733.29	0.073	2,850.43
Head Hesk - 8th	0.067	2,616.15	0.07	2,733.29	0.073	2,850.43

ATHLETIC EVENTS SUPERVISOR

HS	0.083	3,240.90	0.087	3,397.09	0.091	3,553.28
Heskett	0.021	819.99	0.026	1,015.22	0.031	1,210.46

CHEERLEADER ADVISOR (3)

HS Football	0.07	2,733.29	0.072	2,811.38	0.074	2,889.48
HS Asst. Football	0.048	1,874.26	0.05	1,952.35	0.052	2,030.44
HS Basketball	0.07	2,733.29	0.072	2,811.38	0.074	2,889.48
HS Asst. Basketball	0.048	1,874.26	0.05	1,952.35	0.052	2,030.44
Football Hesk	0.046	1,796.16	0.048	1,874.26	0.05	1,952.35
Basketball Hesk	0.046	1,796.16	0.048	1,874.26	0.05	1,952.35

NON-COACHING SUPPLEMENTAL SALARY SCHEDULE

Effective for the 2004-2005 school year compensation for supplementals are listed by category.

<u>SCHOOL YEAR</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
BA/O SALARY:	38,660	39,047	39,437
 CATEGORY A	 5,876.32	 5,935.14	 5,994.42
<i>Index</i>	<i>0.152</i>	<i>0.152</i>	<i>0.152</i>
Yearbook – HS			
 CATEGORY B	 1,855.68	 1,874.26	 1,892.98
<i>Index</i>	<i>0.048</i>	<i>0.048</i>	<i>0.048</i>
Madrival – HS			
Musical Choreographer			
Washington DC			
 CATEGORY C	 1,430.42	 1,444.74	 1,459.17
<i>Index</i>	<i>0.037</i>	<i>0.037</i>	<i>0.037</i>
Art Service/Club (combined program) High School			
Assistant Musical Directors (3-Voice, Piano, Pit) - HS			
Building Level Intervention Assistance Team Chairperson			
Building Technology Coordinator			
Mac Scholars Coordinator/F.A.M.E. Coordinator			
Newspaper – Heskett			
SADD – HS			
Student Council – Heskett			
TLC – HS			
Varsity B Club			
Yearbook – Heskett			
 CATEGORY D	 1,198.46	 1,210.46	 1,222.55
<i>Index</i>	<i>0.031</i>	<i>0.031</i>	<i>0.031</i>
Business Professional of America - HS			
DECA			
Graduation Coordinator			
Marching Band/Guard Choreographer – HS			
Jazz Band – HS			
Local Professional Development Committee (3)			
Peer Mediation – Heskett			
Prom Coordinator			
Senior Activities Coordinator			

CATEGORY E	1005.16	1015.22	1025.36
<i>Index</i>	0.026	0.026	0.026
Band Camp Guard Advisor			
Class Advisor - 8th - Heskett			
Dance Team – Basketball – HS			
Hand Bell Choir			
Heskett Choir			
Heskett Orchestra			
Jazz Band – Heskett			
National Honor Society - HS			
Power of the Pen – Heskett			
Special Olympic Coach			

CATEGORY F	850.52	859.03	867.61
<i>Index</i>	0.022	0.022	0.022
Academic Challenge			
Academic Pursuit – Heskett			
Assistant Musical Director (2) - HS			
Community Service Coordinator			
Drama Club Advisor - Heskett			
Fourth of July Band Director			
Future Educators of America Advisor - HS			
Future Leaders of Tomorrow - Heskett			
Intramurals – Elementary			
National Junior Honor Society – Heskett			
Pop Literature Culture Club (unless it is offered as a class)			
Student Council Advisor - Elementary			

CATEGORY G	734.54	741.89	749.30
<i>Index</i>	0.019	0.019	0.019
Assistant Drama Club Advisor - Heskett			
Bowling Club – Heskett			
Fishing Club – Heskett			
Foreign Language Club(s) - HS			
Physical Fitness Coordinator/Fall - HS			
Physical Fitness Coordinator/Spring – HS			
Physical Fitness Coordinator/Summer - HS			
Physical Fitness Coordinator/Winter – HS			
Robotics Club			
Ski Club - HS/Heskett			

CATEGORY H	721.40	728.62	735.89
<i>Index</i>	0.01866	0.01866	0.01866
Art Club – Heskett			
Musical Costume Coordinator - HS			

INTRAMURALS*Index*

Boys – HS

Girls – HS

2,280.94	2,303.77	2,326.78
<i>0.059</i>	<i>0.059</i>	<i>0.059</i>

OTHER

Marching Band/Camp Director - HS

Index

Marching Band Asst./Camp Director Asst. - HS

Index

Show Choir Director – HS

Index

Musical Director – HS

Index

Student Senate – HS

Index

6,224.26	6,286.57	6,349.36
<i>0.161</i>	<i>0.161</i>	<i>0.161</i>
3,904.66	3,943.75	3,983.14
<i>0.101</i>	<i>0.101</i>	<i>0.101</i>
3,131.46	3,162.81	3,194.40
<i>0.081</i>	<i>0.081</i>	<i>0.081</i>
3,324.76	3,358.04	3,391.58
<i>0.086</i>	<i>0.086</i>	<i>0.086</i>
2,280.94	2,303.77	2,326.78
<i>0.059</i>	<i>0.059</i>	<i>0.059</i>

ELEMENTARY BUILDING STIPENDS

Carylwood

Central

Columbus

Glendale

3,000	3,000	3,000
3,000	3,000	3,000
3,000	3,000	3,000
3,000	3,000	3,000

This will not include student council and intramurals.**These funds can be used at the discretion of building principal for building level activities.****-Mentors**

Traditional Mentor/per teacher mentored(prorated for late hires)

Silent teacher mentored (prorated for late hires)

400	400	400
800	800	800

MASTER TEACHER COMMITTEE MEMBER –

The rate will be \$75.00 per teacher portfolio

(Each teacher will be assigned a caseload and that is how payment is disbursed.)

SUMMER SCHOOL/STUDENT INSTRUCTIONAL RATE - per hour

This amount will be increased the same percentage at the same time as increases to the BA-0 Base Salary.

21.95	22.17	22.39
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SUMMER STUDY

The summer study rate will be \$20.00 per hour.

SUMMER WORKSHOPS

Teachers who are asked by the District to attend a summer workshop will be reimbursed \$15.00 per hour by the District. Teachers will not be paid for workshops they choose to attend on their own.

ART - MUSIC

Elementary special area teachers (art and music) shall receive a stipend of \$125 for every evening or outside of teacher work day student program beyond the first such program in a school year. To be eligible for the stipend, the building principal must approve the program.

ALTERNATIVE EDUCATION INSTRUCTOR

The rate will be \$25.00 per hour.

Job Descriptions - Job descriptions are available upon request.

****With the exception of Building Level Stipends, no supplemental will be split more than two ways.

MEMORANDUM OF UNDERSTANDING ITEMS

Academic Decathlon – HS (Category C)
Class Advisor 10th – HS (Category D)
Class Advisor 11th – HS (Category D)
Class Advisor 12th –HS (Category D)
Class Advisor 9th – HS (Category D)
Faculty Manager – HS & Heskett
Intramurals – Heskett (Category H)
Mac Scholars Advisor/Diamond Scholars Advisor (Category F)
Newspaper – High School (Category C)
Pep Band (2 positions) (Category C)
Play Director – HS (Category B)
Science Coordinator – Elementary (Category E)
Thearts – HS (Category G)
VICA – HS (Category D)
Vdeo Production Club Advisor (\$3500)

Application for Continuing Contract

In accordance with section 5.43 of the Master Agreement, I (print name)_____ am submitting my name as a potential candidate for a continuing contract. I believe I have met, or will meet, the eligibility requirements for a continuing contract by the specified timelines during the current school year.

Applicants need to submit this application form to the building principal/evaluating administrator by October 15th to be considered for a continuing contract in the current school year.

Signatures:

Teacher/Candidate Signature

Date

Date this document was received by the principal/evaluating administrator:

Administrator Signature

Date

The building principal should provide a copy of this document to the office of the Assistant Superintendent by October 21st of the current school year.

**BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO**

TEACHER'S LIMITED CONTRACT

1. TEACHER'S NAME:	4. SCHOOL YEAR:
2. EMPLOYMENT RESOLUTION & DATE:	5. SALARY RATE PER SCHOOL YEAR:
3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT:	6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE:

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2:

WHEREAS, the Teacher does not have continuing service status in the Bedford City School District and the Teachers has been recommended for employment or reemployment for not to exceed one (1) school year by the Superintendent of Schools of the Bedford City School District, and the Board of Education has approved such recommendation; and,

WHEREAS, the Teacher has been notified as required by Section 3307.58, Ohio Revised Code, of his duties and obligations under Chapter 3307, Ohio Revised Code, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Bedford City School District for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the Teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and the Teacher accepts the provisions of the laws pertaining to the State Teachers Retirement System as part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees, to teach the number of school days prescribed by the Board of Education during the term of this contract, and that the duties to be performed by the Teacher under this contract shall be those as have in the past been performed by teachers in the Bedford City School District and in particular shall be those duties as are directed and assigned by the Superintendent of Schools pursuant to Section 3319.01, Ohio Revised Code, including those duties and obligations set forth in the Teacher's Handbook as in force on the effective date of employment under this contract, and as amended or negotiated from time to time.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 6, and the Teacher has set his/her hand on the date set forth below.

**BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT**

By _____
Treasurer

**SIGN AND DATE THIS COPY AND RETURN
WITHIN FIVE DAYS TO THE
OFFICE OF THE ASSISTANT SUPERINTENDENT**

Teacher's Signature and Date

**BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO**

TEACHER’S CONTINUING CONTRACT

1. TEACHER’S NAME:	4. SCHOOL YEAR:
2. EMPLOYMENT RESOLUTION & DATE:	5. SALARY RATE PER SCHOOL YEAR:
3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT:	6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE:

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the “Teacher,” and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2:

WHEREAS, the Teacher qualifies for continuing service status in the School District under Section 3319.11, Ohio Revised Code; and,

WHEREAS, the Teacher has been recommended for employment or reemployment by the Superintendent of Schools of the Bedford City School District, and the Board of Education has approved such recommendation; and,

WHEREAS, the Teacher has been notified, as required by Section 3307.58, Ohio Revised Code, of his duties and obligations under Chapter 3307, Ohio Revised Code, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT on and after the effective date of employment under this contract as hereinabove set forth in block No. 3, the Teacher shall be employed in the public schools of the Bedford City School District until, in accordance with law, the Teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended; and the Teacher accepts the provisions of the laws pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees, to teach annually the number of school days prescribed by the Board of Education, and that the duties to be performed by the Teacher under this contract shall be those as have in the past been performed by teachers in the School District and in particular shall be those duties as are directed and assigned by the Superintendent of Schools pursuant to Section 3319.01, Ohio Revised Code, including those duties and obligations set forth in the Teacher’s Handbook, as in force on the effective date of employment under this contract, and as amended or negotiated from time to time.

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the Teacher as provided by Section 3319.12, Ohio Revised Code, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 6, and the Teacher has set his/her hand on the date set forth below:

**BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT**

By _____
Treasurer

**SIGN AND DATE THIS COPY AND RETURN
WITHIN FIVE DAYS TO THE
OFFICE OF THE ASSISTANT SUPERINTENDENT**

Teacher’s Signature and Date

**BEDFORD CITY SCHOOL DISTRICT
BEDFORD, OHIO**

TEACHER'S SUPPLEMENTAL CONTRACT

1. NAME	5. SCHOOL YEAR
2. EMPLOYMENT RESOLUTION DATE	6. SUPPLEMENTAL DUTY POSITION
3. EFFECTIVE DATE OF EMPLOYMENT	7. CONTRACT TERMINATION DATE
4. SALARY RATE PER SCHOOL YEAR	8. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE

AN AGREEMENT by and between the person whose name appears hereinabove in Block No. 1 and who is referred to hereinafter as the "Teacher," and the Board of Education of the Bedford City School District, pursuant to resolution duly adopted by the Board of Education of the Bedford City School District dated as hereinabove set forth in Block No. 2:

WHEREAS, the Board of Education has determined it necessary to provide the services hereinafter set forth, has accepted the recommendation of the Superintendent of Schools of the Bedford City School District that the Teacher be engaged to perform said services, and has authorized this contract; and,

WHEREAS, said services are in addition to the Teacher's regular duties as a teacher in the Bedford City School District;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the Teacher shall be employed in the public schools of the Bedford City School District for the school year hereinabove set forth in Block No. 5, or such part thereof as may succeed the effective date of employment under this contract, to serve in the position hereinabove set forth in Block No. 6, and that the Teacher's duties in said position shall be as set forth and as amended or negotiated from time to time.

THE BOARD agrees to pay the Teacher at rate set forth in Block No. 4, per school year, payable as provided by resolution of Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED, that the Teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the Teacher's performance of such services and duties shall terminate on the date hereinabove set forth in Block No. 7, and the Board of Education shall not be obligated to compensate the Teacher for any such duties performed after said date.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in Block No. 8 and the Teacher has set his/her hand on the date set forth below.

**BOARD OF EDUCATION OF THE
BEDFORD CITY SCHOOL DISTRICT**

By _____
Treasurer

**SIGN AND DATE THIS COPY AND RETURN
WITHIN FIVE DAYS TO THE
OFFICE OF THE ASSISTANT SUPERINTENDENT**

Teacher's Signature and Date

ATTEST:

FOR THE BOARD:

FOR THE ASSOCIATION:

President, Board of Education

President, Bedford Education Association

Superintendent of Schools

Vice-President and Negotiations Chairperson,
Bedford Education Association

Assistant Superintendent

Treasurer

Date of Adoption

Date of Ratification

Memorandum of Understanding - #1

The BEA President and Superintendent shall each appoint up to 12 members to a committee which will generate ideas to improve teacher morale, to facilitate creation of an environment that will serve to promote better working relationships between teachers and administrators, and to develop a more positive learning environment and to promote positive public perception of the Bedford Schools. The Committee shall be provided with the meeting notes from the 2/2/10 IBB session. Committee members shall be appointed by April 1st and shall submit their report and recommended action plan to the BEA President and Superintendent by the last teacher work day of each school year.

Memorandum of Understanding - #2

Student class lists shall be made available to teachers three (3) days before the first teacher work day. It is understood that such lists will be modified over the course of the year due to student enrollment fluctuations.

The alphabetical bus list by building and grade level shall be available to teachers in the buildings three (3) days before the first teacher work day.

For the 2008-09 school year and on a pilot program basis IID shall be moved to the second teacher day of the year and shall be modified so that the first half of the day is devoted to District activity and the second half of the day is devoted to teacher review and analysis of student data to better enable the teachers to offer quality instruction on the first student day. By December 15, 2008 three (3) representatives of the Association and three (3) representatives of the Board will meet to evaluate the success of the pilot program and may agree to continue or modify the pilot for following years. Decisions shall be made by consensus. Absent an agreement by both parties to continue or modify the pilot for the following year, IID will revert to the format in effect during the 2007-08 school year.

Memorandum of Understanding - #3

In the event a teacher on continuing contract, as a result of being retained or recalled following a reduction in force, is assigned to a teaching field she/he has not taught in the Bedford Schools, the Association and administration agree to collaborate to encourage that teacher, during her/his first year in that assignment, to complete 30 PDU hours or to take a refresher college course in that area of licensure, and/or to seek and obtain mentoring and guidance with a teaching colleague experienced and successful in that area of licensure.

Memorandum of Understanding - #4

Insurance

The Bedford Education Association Bargaining Team and the Bedford Administration's Bargaining Team (the "Parties") hereby agree that a representative from Ohio Education Association and a representative from Oswald will work together and issue the Request for Proposals ("RFPs") to Aetna, Anthem Blue Cross & Blue Shield, Kaiser Permanente, Medical Mutual of Ohio, and United Healthcare of Ohio for a single replacement product that features medical, prescription drug and a dental plan. The vision, dental and drug plans will also be reviewed. Carve-out quotes for the drug plan will be directed to Ohio Collaborative (OC) and the Employers Health Purchasing Corporation of Ohio (EHPCO). This is in accordance with the recommendations presented in the email Attachment A dated April 19, 2010.

The Parties also agree to meet and review the results of the RFPs with the representative from OEA and a representative from Oswald and members of the LMHIC to determine if any reduction should be made to the agreed to deductible, premium contributions, and drug co-pays for school year 2010-2011.

ATTACHMENT A

From: Gascon, Gregg [OH]
Sent: Monday, April 19, 2010 3:57 PM
To: smicsak@bedford.k12.oh.us; jzgabik@bedford.k12.oh.us; O'Connell-Burton, Kathleen [OH]
Cc: Satterlee, DeAnn [OH]; Bill Fisher
Subject: Health Insurance Information Analysis Findings
Importance: High

Kathleen, Sherm and Jerry:

I apologize for getting the results of my information analysis to you so late, but data has been coming in from the carriers continuously (including today). With that being said, my analysis and recommendations are below.

Information Request (1)

Health plan certificates of each health insurance plan in force (medical, pharmaceutical, dental, vision and life insurance) including any rider and a statement from the employer indicating the funding status (e.g., fully-insured, self-insured) of each plan.

Observations

Medical Mutual of Ohio PPO Network Comprehensive Major Medical Health Plan Certificate (Group Nos. 692652-201, 301, 401, 501) offers features of plan designs that were seen in the past such as deductible carryovers, cross-application of deductibles and the use of the term 'comprehensive major medical' though the plan is a preferred provider organization. Here it should be noted that deductible and out-of-pocket levels were lower than those seen across the state in the School Employees Health Care Board's Annual Health Insurance Cost Report of 2009. The 85/75% coinsurance split between network and non-network services is unusual (they should be at least 20% apart to drive participants to network facilities), but given the number of network providers, this may be sufficient. While the plan addresses the new mental health parity provisions, any new plan adopted after September 23, 2010 will have to address federal health reform measures in an expansion of its dependent age limitation, pre-existing condition limitations, lifetime maximum, and preventive care cost-sharing. In addition, in July, the dependent age limit in Ohio will rise to 28. The District should be able to cost out these mandated benefits with its incumbent or alterative vendors during its next renewal.

The Prescription Drug Certificate for the SuperMed® Script Prescription Drug Program administered by Medical Mutual of Ohio (Group No. 692652-016) is a standard 3-tier plan with a \$5/\$15/\$30 copayment structure for retail drugs and a \$10/30/\$60 copayment structure for mail order drugs. Many plans have move to a coinsurance structure for tiers 2 and 3 with minimum and maximum levels for retail and mail order drugs to drive cost savings from the retail side of the program, and dropped copayment and coinsurance levels for maintenance drugs on the mail-order side of the program to drive health status improvements. The schedule of benefits did note a generic incentive program and home delivery incentive, which are positive features to drive generic utilization, which saves money for employers and employees alike and is neutral towards health plan participant health status. I did not observe any additional prescription drug plan features such as fill limits, a separate out-of-pocket maximum for the proton pump inhibitor therapeutic class with a step-down therapy program to over-the-counter alternatives. A conversation with the incumbent and potential prescription drug plan vendors should allow the District to identify other programs to drive costs down and identify programs to improve plan participant health status and compliance.

The Medical Mutual of Ohio Dental Certificate (Group No. 692652-013) for the Traditional Dental with Orthodontia is a standard non-scheduled certificate without the benefit of a network program, a low lifetime maximum for orthodontia and a deductible carry-over; these design features could be addressed with the incumbent and alternative carriers in a formal request-for-proposal.

Like the dental insurance plan, the Medical Mutual of Ohio Vision Certificate for the SuperMed Vision™ Plan E (Group No. 692652-007) is a standard plan offering that allows for yearly exams, lenses and frames. Opportunities for improved cost management and health status improvements would drop the copayment for annual exams and move the scheduled lens and frame replacements to every 2 years.

The Kaiser Permanente Health Maintenance Organization plan (Group No. 00000540) that is offered through the District is a puzzling option. The plan is essentially free except for infertility services and a \$5 copayment for prescription drugs. The schedule of benefits identifies an out-of-pocket maximum, but no deductible level. A conversation with the incumbent and potential prescription drug plan vendors should allow the District to identify other programs to drive costs down and identify programs to improve plan participant health status and compliance.

Information Request (2)

Renewal development statement of each health plan.

Observations

The Medical Mutual of Ohio renewals can be separated into their insured renewal rates and their administrative services renewal development statements. This data has been placed into a Microsoft Excel spreadsheet in 2 tabs to provide the basis for a longitudinal analysis of the renewals for 2007 – 2010. Here, on the insured renewal rate tab, the data indicates that the medical premiums have increased 9.2 percent while vision premiums have declined 17.1 percent during the time period referenced, while family contract enrollments in the medical and vision plans have declined 16.6 percent and 23.3 percent, respectively. On the administrative services table, within the pharmacy plan, administrative charges have declined 62.6 percent, estimated incurred claims have increase 4.9 percent, and risk adjustments have increased precipitously; single enrollments over this time period increased by 7 persons while family enrollments decreased by 46. Within the dental plan, the administrative charges have decreased 31.9 percent, the estimated incurred claims have increased 1.5 percent, and risk adjustments have decreased dramatically; single enrollments over this time period increased by 11, while family enrollments increased by 33.

Medical Mutual of Ohio also prepared a special report on the 2008 and 2009 renewals that contained a great deal of useful information. While the data is old, it indicates that 30 scripts were written for Fentora, which is a newer paid medication for high-end pain; typically, cancer survivors utilize this drug. Thirty scripts were written from September 2008 through August 2009 for \$169,226, which was 19% of the District's drug spend for that year. What it looks like they are doing now is using the high-cost newer drug for everyday use then using something cheaper for breakthrough (acute) pain. I've asked Medco to work with the prescribing doctors to identify whether or not an alternative therapy such as using a fentanyl patch for everyday use and oxycodone for breakthrough pain would be medically appropriate, identify if any alternative therapy was recommended to the patient, and identify if such alternative therapies could improve pharmaceutical care and lower costs for the patients affected. Other ideas on this type of management are available from better sources than me- See, for example, the opiod agonists section in Hamilton, R.J. (2010). *Tarascon pharmacopoeia, 2010 Library Edition*. Boston, MA: Jones and Bartlett Publishers. Here, the point is that the pharmaceutical plan vendors should be actively working to investigate alternative treatment programs for high cost or rare drugs. The second highest drug cost is Nexium, a proton pump inhibitor. STRS just put it a plan to provide Nexium users with OTC coverage for Prilosec and Omeprazole. I've asked Medco to look into identifying how much Bedford CSD could save by implementing a similar program. The third issue is that Bedford's home delivery spend is 52% of its total rx spend even though it comprised 27% of all scripts written during September 2008 – August 2009. The problem is that the norm for acute to maintenance is within the norm, but the plan paid PMPM is much higher in the District. You can infer the cause in the data- the mail order copayments are set at 2X retail rather than the industry standard of 2.5X retail.

The renewal Kaiser Permanente's rate proposal is divided up into 5 sections, each except the last (assumptions and definitions) of which will be addressed herein. Section 1, the proposal summary, indicates that the medical plan premium saw a 12.12 percent increase in the CY2010 renewal. Two observations are in order: the plan design offers few patient cost management strategies while its plan and provider cost strategies are on a more solid footing. Second, the group uses a 2-tiered contract system (i.e., single/family) rather than the 5-tier structure (i.e., subscriber, subscriber + spouse, subscriber + child, subscriber + children and subscriber + family) which is available from the incumbent carrier. Widening the tier structure reduces subsidization and increases equity between employees. The rate buildup in Section 1 provides more information for the District's Labor-Management Health Insurance Committee to consider. While each of these items is interesting to the analyst, the one that is of most importance to the District's Labor-Management Health Insurance Committee (LMHIC) is the late payment charge of \$227 per month (\$4.25 PMPM). I asked Kaiser Permanente's representative to investigate the history of the late charges,

and, while their Colorado is still working on a full analysis, it seems as if the District has been paying its bills late. If the District were to correct this problem structurally and communicate the changes to Kaiser Permanente, there is a chance that this extra fee could be waived.

Section 2 of Kaiser Permanente's rate proposal reviews the membership of the health plan participants, which informs the demographic factor that was applied in the group's manual rate calculation; one can observe that this demographic factor is lower in 2009 than in 2008 due to the decrease in the group's average age and contract size. Section 3 details the risk factor backup that was utilized by the carrier; the group's current risk factor of 1.04 is favorable. Section 4 details the rate and benefit summary for the group, which reveals that the plan design is primarily responsible for the benefit adjusted base rate. Thus, a change in benefit design could drive rates lower.

Information Request (3)

NCOA report card and HEDIS report for plan design (if fully-insured or offered by a health and life insurance company or health insuring corporation with NCOA accreditation for an HMO or PPO and is self-insured).

Observations

Both the Kaiser Permanente HMO and Medical Mutual of Ohio SuperMed PPO programs currently hold an excellent accreditation status. Kaiser received 4 stars in access and service, qualified providers, and living with illness; it received 3 stars for staying healthy and getting better. Medical Mutual of Ohio received 4 stars in access and service and qualified providers; it received 3 stars for staying healthy, getting better, and living with illness.

The HEDIS reports from both companies are quite information. While the reporting formats of both reports are different, comparisons can be made within and across major HEDIS categories for any item of interest.

Information Request (4)

Copies of the employer's policies and practices regarding employee health risk avoidance (e.g., 100% tobacco-free campus), loss prevention (e.g., policy that allows employees time to work out or reimburse same for a gym membership) and risk reduction activities (e.g., programs to promote employee physical activity, healthy nutrition and stress reduction, or an incentive to complete an annual health risk appraisal questionnaires).

Observations

The Board has policies on a drug-free workplace, potential employee physical examinations, substance abuse, tobacco, and an employee wellness program. This suite of programs represents an excellent foundation to develop worksite wellness programs based upon needs assessment data.

Information Request (5)

Name of the employer's health insurance consultant, agent or broker, their contract with the employer, and their annual compensation amount including all forms of compensation, fees, commissions, or other remuneration for services rendered to the employer.

Observations

The District maintains a health consulting contract with the Oswald Companies. I would recommend that the District's labor-management health insurance committee recommend a health insurance consultant through a formal request-for-qualifications process, and that the contract include a section that states that 'The Consultant may receive no other form of compensation, commission, or other remuneration for services rendered to the District or as a result of services rendered to the District. The Consultant shall disclose of arrangements for commissions, or other forms of remuneration that it has with vendors with whom the District contracts or may negotiate for services.' I would also recommend that the labor-management health insurance committee evaluate the extent to which the consultant has satisfied the needs and concerns of all parties to the committee on an annual basis.

Information Request (6)

Name of the life and health insurance company, health insuring corporation or third party administrator (TPA) representative that works directly with the employer.

Observations

For Medical Mutual of Ohio, it is Yolanda Williams; for Kaiser Permanente, it is Sarah Ely. I communicated with both extensively to obtain the data for this report. Receipt of the data was delayed through March and April, however, as the much of the information had not been requested before.

Information Request (7)

Copy of the medical and pharmaceutical plan(s)' aggregate utilization report for the past 3 complete plan years.

Observations

Medical Mutual of Ohio was able to produce 2 years' worth of aggregate utilization on its PPO, drug, dental and vision plans; Kaiser Permanente was not able to produce such a report due to the small size of the group (< 100 lives). While Medical Mutual of Ohio's reporting system is somewhat antiquated in comparison to the group reporting systems of health and life insurance companies and health insuring corporations operating in Ohio, it does offer some interesting information. The report for plan year 09/01/08 through 08/31/09 identifies 34 high utilizers that account for \geq 50 percent of medical claims (the Pareto Group); identifies that 95 percent of medical facility and professional claims were generated in-network. Pharmaceutical claims accounted for 25 percent in 09/01/07 through 08/31/08 and 26 percent in 09/01/08 through 08/31/09.

Information Request (8)

Copy of each population health management (PHM) program (e.g., lifestyle, demand, disease, catastrophic care and disability management) offered by the medical health insurance carrier or TPA along with utilization statistics for the past 3 complete plan years.

Observations

Medical Mutual of Ohio was able to produce a predictive modeling report (March 2010) and a health management group participation report (09/06 through 08/07). The former report indicates that, in comparison to its comparable group (other Ohio schools), the District has a higher prevalence of high blood pressure, diabetes, heart failure, asthma/chronic obstructive pulmonary disease, and depression. The health risk data is lacking. The health management group participation report is based on old data, but indicates the need for increased communication and education.

Information Request (9)

Copy of the employer's aggregate employee health risk appraisal (HRA) for current calendar year along with data indicating the number of employees participating in the employer's medical insurance plan who took the HRA divided by the number of employees participating in the medical insurance plan.

Observations

Medical Mutual of Ohio sent a health screening aggregate group report from 11/03/09 that indicates that 12 percent of participants took a health screening. Given the sample size, the data is insufficient to generalize findings to the population. Its health risk appraisal is based upon the University of Michigan's Health Management Research Center (UM-HMRC), and contains the data fields needed for epidemiological management. The health risk appraisal from Kaiser Permanente is different from that of Medical Mutual of Ohio, but it too contains the data fields needed for epidemiological management. In a review of participation, Kaiser Permanente indicated that 1 person took the health risk appraisal in 2009.

Information Request (10)

Copy of the employer's health insurance procurement policy.

Observations

The District has none. It is recommended that the Board consider a formal health insurance procurement policy that addresses health insurance consultants and plans.

Information Request (11)

Copy of the last request-for-proposal (RFP) released by the employer for all health and life insurance plans along with a list of the recipients and copies of their responses.

Observations

Information from the 2008 RFP was received. Aetna, Anthem Blue Cross & Blue Shield, CIGNA and United Healthcare of Ohio placed quotes on various insurance plans with Willis. At the time, Kaiser Permanente was not interested in bidding on a replacement plan for employees; they indicated to me in March 2010 that they are now interested in doing so. It is interesting to note that Willis compensation amounted to \$18,000 in 2008, while the Oswald Companies are charging \$32,000 (without the Willis contract, however, it is difficult to compare the services provided through each firm).

Information Request (12)

Copy of the results of the last dependent eligibility audit.

Observations

None has been completed this year. It should be noted that the Board must do so during the term of its next collective bargaining agreements with certified and classified staff. The literature base indicates that, on average, 10 percent of dependents are employer-based medical insurance plans are ineligible for the plan.

Overall Recommendations

First, I will follow up with the Board's current health insurance consultant on the issues raised in the renewal reports in terms of pharmaceutical management opportunities within Medco and the issue of late payments for the Kaiser Permanente HMO.

The data reviewed above indicates the need for the placement of a formal request-for-proposal in the market with Aetna, Anthem Blue Cross & Blue Shield, Kaiser Permanente, Medical Mutual of Ohio, and United Healthcare of Ohio for a single replacement product that features a medical, prescription drug and dental plan; given the number of persons participating in the vision plan, it might be more cost effective to drop the plan entirely and replace it with employer-provided funds in the medical/dental portion of a flexible spending account. If the plan is to be offered by a life and health insurance company, it should feature fully- and self-insured quotes with prescription drugs inside and carved out of the program. Carve-out quotes should be directed to the Rx Ohio Collaborative (RxOC) and the Employers Health Purchasing Corporation of Ohio (EHPCO). This is the responsibility of the Oswald Companies, but I believe the teacher's contract calls for the full participation of the District's labor-management health insurance committee in this effort.

Next, I would recommend that the District and the unions convene the District's Labor-Management Health Insurance Committee and provide them with the information that OEA has requested (4 inches thick) and a copy of my observations. I will review both with them, and invite the Committee to the joint OAPSE-OASBO-OEA-OSBA labor-management health insurance committee training beginning this autumn.

I would also recommend that the Board develops a formal health insurance procurement policy that addresses health insurance consultants and plans. This may be put off until June when the SEHCB will announce its next series of best practices that addresses these issues.

Bargaining between the Board and the teacher's association will have to address the inadequate response of medical insurance plan participants to the health risk appraisals offered by the incumbent carriers by creating an incentive system for wellness program participation that is consistent with O.A.C. § 3306-2-03(A)(1)(e).

Once bargaining concludes, I would recommend the development of a worksite wellness subcommittee to drive innovative interventions based upon the data gathered to develop this report.

Before the end of October, 2010, conduct a formal request for qualifications for a health insurance consultant with the incumbent and alternative consultants in order to identify someone who is selected and evaluated by the committee rather than the administration alone.

Thank you again for the opportunity to work for the Board and employees of Bedford City School District. Schedule permitting, I would be happy to work with you all further to control costs and improve employee health status.

Gregg Gascon, Ph.D.
Collective Bargaining and Research
Ohio Education Association
225 East Broad Street
Columbus, Ohio 43215

(T): 614.227.3019
(F): 614.228.2349

Memorandum of Understanding - #5

If by October 15, 2010 Board representatives are not able to provide BEA with written confirmation that OAPSE Local 136 has modified its negotiated agreement with the Board to confirm the agreement of Local 136 to fully participate, on the terms set forth above, in the Health Care Committee and to share in the process to keep premium cost increases at 5% or below starting in January 1, 2012 as set forth in paragraph C above, then BEA and the Board shall make such modifications in their agreement to remove any preference to participation by Local 136 in the Health Care Committee or program.

Memorandum of Understanding -- #6

In bargaining for the 2013-2016 collective bargaining agreement, the parties agreed to remove certain positions from the list of supplemental positions. (Those positions and the compensation related to each are shown below.)

If and when the need arises for the reinstatement of one or more such positions, the parties shall determine whether the previous compensation should be reestablished or a new amount set.

Academic Decathlon – HS (Category C)
Class Advisor 10th – HS (Category D)
Class Advisor 11th – HS (Category D)
Class Advisor 12th – HS (Category D)
Class Advisor 9th – HS (Category D)
Faculty Manager – HS & Heskett
Intramurals – Heskett (Category H)
Mac Scholars Advisor/Diamond Scholars Advisor (Category F)
Newspaper – High School (Category C)
Pep Band (2 positions) (Category C)
Play Director – HS (Category B)
Science Coordinator – Elementary (Category E)
Thearts – HS (Category G)
VICA – HS (Category D)
Video Production Club Advisor (\$3500)



Kaiser Permanente HMO RATE LISTING

for
BEDFORD CITY SCHOOL DISTRICT - 0540

Rates Effective 01/01/2013-12/31/2013

Out of Pocket Maximum (Calendar Year Single/Family)	\$2,000/\$6,000
OUTPATIENT CARE	
Office Visits-Primary Care Physician	\$10 per visit
Office Visits-Specialist	\$20 per visit
•Vision Exams available through affiliated providers	\$20 per visit ³
Allergy treatment	No Charge
Prenatal Care	No Charge
Outpatient surgery	\$10 per visit
Occupational Therapy: 30 visits per calendar year	\$10 per visit ³
Physical Therapy: 30 visits per calendar year	\$10 per visit ³
Speech Therapy: 30 visits per calendar year	\$10 per visit ³
PREVENTIVE SERVICES	
Preventive Adult Physical primary care exam	No Charge
Preventive Well Child Care primary care exam as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
Preventive Mammogram and cervical cancer screening as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
Preventive Lab and X-ray screenings as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
Preventive Immunizations as defined by Patient Protection and Affordable Care Act (PPACA)	No Charge
DIAGNOSTIC SERVICES	
•Laboratory and diagnostic testing, X-rays	No Charge ¹
HOSPITAL INPATIENT CARE	
Inpatient Services	No Charge ¹
URGENT CARE SERVICES	
Urgent Care Visits	\$35 per visit
•Laboratory and diagnostic testing, x-rays	No Charge ¹
EMERGENCY SERVICES (Fee waived if admitted)	
Emergent use of any Emergency Room ²	\$50 per visit
AMBULANCE SERVICES	
Only when transportation in any other vehicle would endanger your health	\$50 per trip ¹
BIOLOGICALLY BASED MENTAL ILLNESSES	
Inpatient Services (does not include residential services)	No Charge ¹
Outpatient Services	\$10 per visit
MENTAL HEALTH SERVICES	
Inpatient Services (does not include residential services)	No Charge ¹
Outpatient Services	\$10 per visit
CHEMICAL DEPENDENCY SERVICES	
Inpatient Services (does not include residential services)	No Charge ¹
Outpatient Services	\$10 per visit
ALTERNATE CARE	
Home Health Services	No Charge ¹
Hospice Home Care/Respite Care	No Charge
Skilled care in a Skilled Nursing Facility	No Charge ¹
•Up to 100 days per calendar year	
INFERTILITY SERVICES	
•Inpatient	30% ¹
•Outpatient	30%
PRESCRIPTION DRUGS	

- Covered Formulary Drugs and Accessories up to a 31 day supply at Kaiser Permanente and affiliated network facilities
- Formulary Generic \$5 copay³
- Formulary Brand \$15 copay³
- Specialty Drugs⁶ \$15 copay³
- Up to 62 day supply of maintenance drugs by mail order from the Kaiser Permanente Mail Order Pharmacy

DURABLE MEDICAL EQUIPMENT, EXTERNAL PROSTHETICS AND ORTHOTICS

Coverage limited to specific durable medical equipment No Charge

¹When a plan deductible is indicated, services are subject to deductible.

²Services received at non-plan Emergency facilities that do not meet the definition of Emergency Services may not be eligible for coverage.

³Amount is not subject to, nor does it contribute toward the satisfaction of the Out-of-Pocket Maximum.

⁴Plan Deductibles are Embedded. The Individual Deductible counts toward the Family Deductible. Each family member is responsible for meeting the specified Individual Deductible amount, enabling that family member to receive benefits before meeting the Family Deductible. Once the Family Deductible is met, coverage begins for all covered family members.

⁵Group contracts starting on or after 7/1/2010 may provide additional Dependent coverage up to age 28, when certain criteria are met. Contact your employer for more details.

⁶Specialty drugs are very high cost medications approved by the Food and Drug Administration (FDA).

	Sub	Family			
Monthly Premium	\$467.96	\$1,286.87			

Please note that if your organization has any insured for whom Medicare Part A and or B is primary you should consult your Kaiser Permanente sales representative to receive the applicable rates for those individuals.

Notes and Restrictions

- The benefits listed above are only a summary. Detailed benefit information and exclusions are available on request.

I agree to accept the above rates effective with the contract period noted above and for the benefit plan titled on this exhibit.

Client Signature	(Date)
Broker Signature	(Date)
Sales Rep. Signature	(Date)

Bedford City Schools



CIGNA Dental Benefit Summary Effective 01/01/2013

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Benefits

Cigna Dental PPO

Network	In-Network		Out-of-Network	
	Cigna DPPO -Radius		Cigna Savings -Radius	
Calendar Year Maximum (Class I, II and III expenses)	\$2,500		\$2,500	
Annual Deductible				
Individual	\$25 per person		\$25 per person	
Family	\$50 per family		\$50 per family	
Reimbursement Levels**	Based on Reduced Contracted Fees		80th percentile of Reasonable and Customary Allowances	
	Plan Pays	You Pay	Plan Pays	You Pay
Class I - Preventive & Diagnostic Care	100%	No Charge	100%	No Charge
Oral Exams Routine Cleanings Full Mouth X-rays Bitewing X-rays Panoramic X-ray Periapical X-rays Fluoride Application Sealants Space Maintainers Emergency Care to Relieve Pain				
Class II - Basic Restorative Care	80%*	20%*	80%*	20%*
Fillings Root Canal Therapy/Endodontics Osseous Surgery Periodontal Scaling and Root Planing Denture Adjustments and Repairs Oral Surgery – Simple Extractions Oral Surgery – all except simple extractions Anesthetics Surgical Extractions of Impacted Teeth Repairs to Bridges, Crowns and Inlays				
Class III - Major Restorative Care	70%*	30%*	70%*	30%*
Crowns Dentures Bridges Inlays/Onlays Prosthesis Over Implant				
Class IV - Orthodontia	60%	40%	60%	40%
Lifetime Maximum	\$1,000 Covered for Children & Adults		\$1,000 Covered for Children & Adults	

Dental Network Savings Program (DNSP): Using an out-of-network dental health care professional will cost you more than using in-network care. You may be able to save some money on out-of-pocket expenses if you use a dental health care professional that participates in Cigna's Dental Network Savings Program.

Missing Tooth Limitation – The amount payable is 50% of the amount otherwise payable until insured for 12 months; thereafter, considered a Class III expense.

Pretreatment review is available on a voluntary basis when extensive dental work in excess of \$200 is proposed.

* Subject to annual deductible

Dental Oral Health Integration Program (OHIP) - All dental customers – Clinical research shows an association between oral health and overall health. The Cigna Dental Oral Health Integration Program (OHIP)® is designed to provide enhanced dental coverage for customers with certain eligible medical conditions. Eligible conditions for the program include cardiovascular disease, cerebrovascular disease (stroke), diabetes, maternity, chronic kidney disease, organ transplants, and head and neck cancer radiation. The program provides:

- 100% coverage for certain dental procedures
- guidance on behavioral issues related to oral health
- discounts on prescription and non-prescription dental products

For more information and to see the complete list of eligible conditions, go to www.myecigna.com or call customer service 24/7 at 1.800.CIGNA24.

**For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Contracted Fee Schedule. For services provided by an out-of-network dentist, Cigna Dental will reimburse according to Reasonable and Customary Allowances but the dentist may balance bill up to their usual fees.

Cigna Dental PPO Exclusions and Limitations

Procedure	Exclusions and Limitations
Late Entrants Limit	50% coverage on Class III and IV for 12 months
Exams	Two per Calendar year
Prophylaxis (Cleanings)	Two per Calendar year
Fluoride	1 per Calendar year for people under 19
Histopathologic Exams	Various limits per Calendar year depending on specific test
X-Rays (routine)	Bitewings: 2 per Calendar year
X-Rays (non-routine)	Full mouth: 1 every 36 consecutive months., Panorex: 1 every 36 consecutive months
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Bridges	Replacement every 5 years
Dentures and Partials	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment
Prosthesis Over Implant	1 per 60 consecutive months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses

Benefit Exclusions:

- Services performed primarily for cosmetic reasons
- Replacement of a lost or stolen appliance
- Replacement of a bridge or denture within five years following the date of its original installation
- Replacement of a bridge or denture which can be made useable according to accepted dental standards
- Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- Bite registrations; precision or semi-precision attachments; splinting
- A surgical implant of any type
- Instruction for plaque control, oral hygiene and diet
- Dental services that do not meet common dental standards
- Services that are deemed to be medical services
- Services and supplies received from a hospital
- Charges which the person is not legally required to pay
- Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- Experimental or investigational procedures and treatments
- Any injury resulting from, or in the course of, any employment for wage or profit
- Any sickness covered under any workers' compensation or similar law
- Charges in excess of the reasonable and customary allowances
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- For charges which would not have been made if the person had no insurance;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description. Benefits are insured and/or administered by Connecticut General Life Insurance Company.

"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

BSD29590

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Open Access Plus: Connecticut General Life Insurance Co.

Coverage Period: 01/01/2013 - 12/31/2013

Summary of Benefits and Coverage: What this Plan Covers & What It Costs

Coverage for: Individual/Individual + Family | Plan Type: OAP



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.myCigna.com or by calling 1-800-Cigna24

Important Questions	Answers	Why this Matters
What is the overall deductible?	For in-network providers \$200 person / \$400 family For out-of-network providers \$200 person / \$400 family Does not apply to in-network preventive care, prescription drugs	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For in-network providers \$1,000 person / \$2,000 family / For out-of-network providers \$2,000 person / \$4,000 family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, plan deductibles, penalties for no pre-authorization, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see www.myCigna.com or call 1-800-Cigna24	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services .

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.ccio.cms.gov or call 1-800-Cigna24 to request a copy.



- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** of the service. For example, if the health plan's **allowed amount** for an overnight hospital stay is \$1,000, your co-insurance payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charge is \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **in-network providers** by charging you lower **deductibles**, **co-payments** and **co-insurance amounts**.

Common Medical Event	Services You May Need	Your Cost If you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% co-insurance	30% co-insurance	-----none-----
	Specialist visit	20% co-insurance	30% co-insurance	-----none-----
	Other practitioner office visit	20% co-insurance for chiropractor	30% co-insurance	Coverage for Chiropractic services is limited to 20 days annual max.
	Preventive care/screening/immunization	No charge	30% co-insurance	-----none-----
If you have a test	Diagnostic test (x-ray, blood work)	20% co-insurance	30% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	20% co-insurance	30% co-insurance	-----none-----
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.myCigna.com	Generic drugs	\$5 co-pay/prescription (retail), \$10 co-pay/prescription (home delivery)	30% co-insurance after \$5 co-pay/prescription (Retail)	Coverage is limited up to a 30 - day supply (retail) and up to a 90 -day supply (home delivery)
	Preferred brand drugs	\$20 co-pay/prescription (retail), \$40 co-pay/prescription (home delivery)	30% co-insurance after \$20 co-pay/prescription (Retail)	Coverage is limited up to a 30 - day supply (retail) and up to a 90 -day supply (home delivery)
	Non-preferred brand drugs	\$35 co-pay/prescription (retail), \$70 co-pay/prescription (home delivery)	30% co-insurance after \$35 co-pay/prescription (Retail)	Coverage is limited up to a 30 - day supply (retail) and up to a 90 -day supply (home delivery)

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.ccoio.cms.gov or call 1-800-Cigna24 to request a copy.

Common Medical Event	Services You May Need	Your Cos. if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% co-insurance	30% co-insurance	-----none-----
	Physician/surgeon fees	20% co-insurance	30% co-insurance	-----none-----
If you need immediate medical attention	Emergency room services	20% co-insurance	20% co-insurance	-----none-----
	Emergency medical transportation	20% co-insurance	20% co-insurance	-----none-----
	Urgent care	20% co-insurance	20% co-insurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	20% co-insurance	30% co-insurance	-----none-----
	Physician/surgeon fees	20% co-insurance	30% co-insurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% co-insurance	30% co-insurance	-----none-----
	Mental/Behavioral health inpatient services	10% co-insurance	30% co-insurance	-----none-----
	Substance use disorder outpatient services	20% co-insurance	30% co-insurance	-----none-----
	Substance use disorder inpatient services	20% co-insurance	30% co-insurance	-----none-----
If you are pregnant	Prenatal and postnatal care	20% co-insurance	30% co-insurance	-----none-----
	Delivery and all inpatient services	20% co-insurance	30% co-insurance	-----none-----

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.cco.cms.gov or call 1-800-Cigna24 to request a copy.

Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
If you need help recovering or have other special health needs	Home health care	20% co-insurance	30% co-insurance	-----none----- Coverage for Rehabilitation services is limited to 60 days annual max. Cardiac Rehabilitation services are limited to 36 days annual max.
	Rehabilitation services	20% co-insurance	30% co-insurance	
	Habilitation services	Not Covered	Not Covered	-----none-----
	Skilled nursing care	20% co-insurance	30% co-insurance	Coverage is limited to 120 days annual max
	Durable medical equipment	20% co-insurance	30% co-insurance	-----none-----
	Hospice services	20% co-insurance	30% co-insurance	-----none-----
If your child needs dental or eye care	Eye Exam	Not Covered	Not Covered	-----none-----
	Glasses	Not Covered	Not Covered	-----none-----
	Dental check-up	Not Covered	Not Covered	-----none-----

Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult) • Dental care (Children) • Eye care (Children) 	<ul style="list-style-type: none"> • Habilitation services • Hearing aids • Infertility treatment • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing 	<ul style="list-style-type: none"> • Routine eye care (Adult) • Routine foot care • Weight loss programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
<ul style="list-style-type: none"> • Chiropractic care 		

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.cco.cms.gov or call 1-800-Cigna24 to request a copy.

Your Rights to Continue Coverage

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-Cigna24. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Ohio Department of Insurance at 1-800-686-1526.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.ccoio.cms.gov or call 1-800-Cigna24 to request a copy.

Coverage Examples

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Note: These numbers assume enrollment in individual-only coverage.

Example 1: Hospital Care

- **Amount owed to providers:** \$7,540
- **Plan pays:** \$6,280
- **Patient pays:** \$1,260

Sample care costs:

Hospital charges (mother)	\$2,700
Routine Obstetric Care	\$2,100
Hospital charges (baby)	\$800
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductible	\$200
Co-pays	\$30
Co-insurance	\$1,000
Limits or exclusions	\$30
Total	\$1,260

Example 2: Maternity Care

- **Amount owed to providers:** \$5,400
- **Plan pays:** \$4,370
- **Patient pays:** \$1,030

Sample care costs:

Prescriptions	\$2,900
Medical equipment and supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductible	\$200
Co-pays	\$350
Co-insurance	\$160
Limits or exclusions	\$320
Total	\$1,030

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.ccoio.cms.gov or call 1-800-Cigna24 to request a copy.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or pre existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from **in-network providers**. If the patient had received care from **out-of-network providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the premium you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

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