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STATE EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT

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BETWEEN

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THE BROOKLYN EDUCATION ASSOCIATION

AND

THE BROOKLYN CITY SCHOOL DISTRICT BOARD OF EDUCATION

AUGUST 1, 2013

THROUGH

JULY 31, 2014

(92)

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ARTICLE 100  
SCOPE AND DURATION OF AGREEMENT

ARTICLE 101: SCOPE AND DURATION

It is mutually agreed that this agreement constitutes the entire scope of the contract between the Brooklyn City School District Board of Education and the Brooklyn Education Association. It is further agreed that the length of this contract shall be for a period of one (1) year, beginning August 1, 2013 and terminating July 31, 2014.

ARTICLE 102: MANAGEMENT RIGHTS

The employer retains those rights as stipulated in O.R.C. 4117.08(C)(1)-(9) except as provided for in this agreement.

ARTICLE 200  
NEGOTIATIONS PROCEDURES

ARTICLE 201: RECOGNITION

201.01 The Brooklyn Board of Education (hereinafter referred to as the "Board") hereby recognizes the Brooklyn Education Association (hereinafter referred to as the "BEA" or the "Association"), an affiliate of the Ohio Education Association (OEA), Northeast Ohio Education Association (NEOEA), and the National Education Association (NEA), as the exclusive bargaining representative for the teachers and any long-term substitutes as set forth in Article 317, but excluding certified/licensed personnel devoting full time to managerial and supervisory duties and whose salary is determined by an administrative salary schedule. The definition of teacher shall be all persons certified or licensed by Ohio Department of Education, including school counselors. Expressly excluded from the bargaining unit shall be the superintendent, assistant superintendent, principals, assistant principals, central office personnel, athletic director, substitute teachers and casual Education Assistants.

201.02 Teachers who are recognized under this Agreement and who work less than the time set forth under Article 313.01 - Teacher Day shall be considered part-time employees. Part-time employees shall be eligible to receive compensation and benefits under this Agreement on a pro-rata basis unless otherwise specifically set forth in this Agreement. Such pro-rata basis shall be determined by dividing the part-time employee's contracted work day by 7 hours 45 minutes.

ARTICLE 202: REQUESTS FOR NEGOTIATION

202.01 If either of the parties desires to negotiate a successor agreement, such party shall notify the other party in writing and not earlier than the first (1st) day of January of any year in which negotiations are to take place. Notification in writing from the BEA shall be served on the President and Treasurer of the Board, and from the Board shall be served on the President and Treasurer of the BEA.

- 202.02 Within thirty (30) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging proposals for negotiation. Thereafter, neither party shall submit additional items for negotiation except with consent of the other party.
- 202.03 Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation of the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiation shall constitute a clear failure of compliance with the requirement and the proposal may be disregarded.
- 202.04 The first negotiation session shall be held not later than forty-five (45) days after the receipt of the notice to negotiate as specified in Article 202.01.
- 202.05 Upon written request of the Board or the BEA, following any fundamental change by the Ohio General Assembly, changes in federal law, or changes in rules and regulations of the State Department of Education affecting the amounts of funds available to the system, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request.
- 202.06 The parties may mutually agree to utilize an optional form of bargaining (i.e., Interest Based Bargaining, etc.).

ARTICLE 203: NEGOTIATIONS MEETINGS

- 203.01 The Board and the Association agree to abide by Section 4117.08(A) of the Ohio Revised Code.
- 203.02 Negotiations meetings shall be scheduled by mutual agreement of the parties. Prior to the conclusion of each negotiation meeting, the parties shall mutually establish the date, time, and place of the next meeting.
- 203.03 Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. In appropriate circumstances the parties agree that Saturday sessions may be necessary.
- 203.04 Negotiations meetings shall be closed to the press and the public.
- 203.05 Either party may recess for caucuses for reasonable length at any time, not to exceed thirty (30) minutes.
- 203.06 Either party may keep minutes of the meeting in such form and detail, as it may deem advisable, except that no electronic or mechanical recording shall be permitted without the express, written consent of both parties. This does not preclude any party from the use of a computer for word processing.

ARTICLE 204: REPRESENTATION

204.01 Representation at all negotiations meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the BEA exclusive of a labor relations consultant for each party. At the initial negotiations session, each party shall designate its five (5) representatives, and only those so designated shall attend the negotiations meetings unless the parties agree otherwise, provided, however, each party may have up to two (2) observers present at each meeting. Neither party shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE 205: ASSISTANCE AND STUDY COMMITTEES

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

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

ARTICLE 206: INFORMATION

206.01 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.

ARTICLE 207: AGREEMENT

207.01 As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final tentative agreement between the representatives until all items have been so initialed.

207.02 Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the BEA for approval, and all of the BEA's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. Upon approval by the bargaining unit represented by the BEA, the final tentative agreement shall be submitted to the Board for approval and all of the Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be binding on both parties as of the commencement date of the agreement. The Board and the BEA shall share equally in the cost of printing all of the Contractual Agreements.

ARTICLE 208: MEDIATION

- 208.01 If final tentative agreement is not reached within forty-five (45) days after the initial meeting, or by May 15, whichever is earlier, then either party may demand mediation. When a demand for mediation is made, the parties shall mutually contact the Federal Mediation and Conciliation Service and request appointment of a mediator. The above stated time limits may be extended by mutual agreement of the parties.
- 208.02 In the event the parties are unable to reach agreement by July 31, or a date mutually agreed upon, the mediation provision shall be deemed exhausted.
- 208.03 This mediation procedure shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Revised Code Chapter 4117, and shall supersede the mediation/fact-finding procedures prescribed by that statute.

ARTICLE 209: CONFLICT WITH LAW OR REGULATION

- 209.01 If any provision of this document, or any application of the provisions of this document to any person or persons, shall be found by a court of competent jurisdiction to be contrary to any federal or state law, federal or state regulation, federal or state ruling, or federal or state order, whether now or hereafter enacted, except as permitted under ORC 4117, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. Any part so declared shall be submitted to negotiations as provided under Article 200 if either party requests such negotiations in writing. However, the Association shall not have the right to strike during the term of this Agreement due to such negotiations.

ARTICLE 210: TERM AND INTERIM NEGOTIATIONS

- 210.01 Unless terminated, or changed by mutual consent of the parties, the negotiations procedures set forth in this document and the terms thereof governing its applications and interpretations shall remain in force and shall be used in any negotiations which are required under Ohio law so long as the Board recognizes the BEA as exclusive representative of the bargaining unit. Such negotiations procedures shall not permit the Association to strike during the term of this Agreement.
- 210.02 Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after the parties mutually agree to negotiate. In the event the parties fail to reach an agreement within twenty (20) calendar days after the first negotiation session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code.
- 210.03 If agreement is not reached within twenty (20) calendar days after the first mediation session, the provisions of O.R.C. 4117.14 (D)(2) shall apply.

ARTICLE 211: EMPLOYMENT PRACTICES AND CONDITIONS

- 211.01 The Board and the BEA agree that they will not discriminate against any member of the bargaining unit because of membership or nonmembership in the BEA or as a result of negotiations, complaint or other proceedings under this document.
- 211.02 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, disability, or politics.
- 211.03 Upon notification by the other, the parties agree to meet to discuss issues of concern regarding specific provisions of the Agreement or District operations.

ARTICLE 212: MEMBERSHIP/SERVICE FEE

- 212.01 The Employer agrees to deduct BEA dues from the pay of any employee requesting that such deduction be made. Monthly dues shall be forwarded to the State Association.
- 212.02 Authorization for Union dues shall continue to be in effect from year to year until such time as an employee requests in writing to withdraw from deductions. The employer shall not recognize any written revocation unless such revocation is received by the Employer's Treasurer on or between August 22 and August 31 of any calendar year.
- 212.03 The amount of dues to be deducted for the Union shall be designated by letter to the Employer's Treasurer if the amount has changed from the previous year.
- 212.04 All dues shall be deducted in the following manner: Dues shall be deducted in nine (9) equal monthly installments, beginning with October through June. In the event a bargaining unit member's employment with the district ends (including unpaid leaves of absence) during the year, the balance of the dues owed the Association shall be deducted by the Treasurer from the member's final paycheck.
- 212.05 Service Fee - Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required to pay to the BEA, OEA, NEOEA, and NEA a service fee which shall not exceed the dues paid by members of BEA, OEA, NEOEA, and NEA who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the Association's State Treasurer. Such employee shall furnish to the Association's State Treasurer written receipts evidencing payment to such agreed upon non-religious fund. The Association agrees to hold the Board and/or its designees (agents) harmless from claims arising from the Board's and/or its designees' (agents') compliance with this service fee provision. The Association shall not hold the Board and/or its designees (agents) harmless for acts of negligence.
- 212.06 In the event an employee has not submitted a dues authorization card and has not been granted a State Employment Relations Board religious exemption, or in the event that any

Union member revokes a dues authorization, the Employer shall deduct from the salary of such employee the fee as set forth in the Union dues schedule presented to the Employer by the Treasurer of the BEA.

ARTICLE 213: FUND FOR CHILDREN AND PUBLIC EDUCATION CONTRIBUTIONS ("FCPE")

213.01 Upon submission of the appropriate authorization form from the teacher, the Treasurer of the district shall deduct from that teacher's paycheck the authorized FCPE contribution. The Treasurer of the district shall provide the Association's Treasurer with a check made to the order of the Association's authorized FCPE organization(s). Further, the district's Treasurer shall provide a list of contributors and their contributions to the Association's Treasurer within ten (10) work days after such deductions are made.

ARTICLE 300  
PERSONNEL

ARTICLE 301: SECONDARY DEPARTMENT CHAIRPERSONS, MIDDLE SCHOOL AND ELEMENTARY SCHOOL TEAM LEADERS

- 301.01 Secondary Department Chairpersons, Middle School and Elementary School Team Leaders may be appointed on an annual basis as listed in Appendix B.
- 301.02 A major responsibility of Secondary Department Chairpersons, Middle School and Elementary School Team Leaders is to coordinate the functions of their respective disciplines/teams in matters of curriculum on a K-12 basis, in cooperation with other persons responsible for curriculum at elementary, middle and secondary levels.
- 301.03 Job descriptions reflecting duties, responsibilities, and qualifications for the Department Chairperson shall be maintained by the Superintendent and given to each BEA member on a yearly basis. The Superintendent may make revisions to Department Chairpersons' job description effective the following school year. Duties and responsibilities of Department Chairpersons shall not include evaluation of teachers. Copies of any of the Department Chairperson job descriptions which have been changed shall be provided to the President of BEA at the beginning of each school year.
- 301.04 Secondary Department Chairperson, Middle and Elementary School team leaders will be compensated through a supplemental payment as per the Supplemental Pay Schedule.
- 301.05 The Superintendent may provide release time at his/her discretion for Department Chairpersons, Middle School, and Elementary School Team Leaders.
- 301.06 The BEA President shall be provided up to three days per year paid release time for Association business. The BEA President may take one additional day provided that the BEA reimburses the district for all cost associated with the substitute teacher.

ARTICLE 302: BUILDING COUNCIL

- 302.01 The intent of this provision is to keep open the communication lines between each building principal and his/her staff. The purpose of the Building Council is to provide a forum through which the professional staff in each building may discuss building concerns and exchange suggestions for building improvement. These concerns for discussion may include, but not be limited to the following areas: student attendance, student conduct/discipline, and student welfare issues. The staff in each building shall determine at the beginning of each school year the process that will be used for creating building council and setting meeting dates. The teacher members of the Building Council shall be selected by the BEA members at the building. The staff in each building shall determine the number of members to serve on the Building Council with a minimum of three teachers and the building principal. The Building Council shall establish the dates on which the meetings will be held and may, by consensus, change the process at any time during the school year. A copy of each building's schedule of monthly meetings for the school year shall be posted on the bulletin board in the main office in each building by October 1 each school year.
- 302.02 Upon request, the administration shall provide teachers with a copy of District policies governing student behavior regulations and disciplinary procedures. Teachers will also be notified in the opening meeting that policy manuals will be available in each building for review.

ARTICLE 303: GRIEVANCE PROCEDURE

303.01 Definitions

- A. A "grievance" is a claim initiated by a teacher or the BEA that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of Board Policy or the Contractual Agreement.
- B. A "day" shall mean actual teacher working days.

303.02 Rights of the Grievant and the Association

- A. A grievant may be represented at any and all steps of the Grievance Procedure by the BEA or its affiliates or by the BEA's counsel.
- B. The Professional Rights & Responsibilities Committee Chairman of the BEA shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the standard form, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest, to the Chairman of the Professional Rights & Responsibilities Committee and the administrator involved.
- C. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the BEA or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of

reprisal or discrimination for having followed or participated in this Grievance Procedure.

- D. A grievance that affects more than one (1) teacher may be filed on behalf of all affected teachers.
- E. All grievances shall be filed at the lowest possible level unless mutually agreed to in writing by the President of the BEA and the Superintendent or his/her designee.
- F. All formal hearings held under this procedure shall be so structured that due process under the circumstances is accorded both sides.

### 303.03 Time Limits

- A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- B. If a formal grievance (Level II) is not filed within fifteen (15) days after the alleged grievance occurred, the grievance shall be considered waived.
- C. If the decision on a Level II or Level III grievance is not appealed within ten (10) days after a decision has been rendered, the grievance will be deemed settled on the basis of the disposition at that step and further appeal through the Grievance Procedure shall be barred.
- D. 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.
- E. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next term.
- F. The temporary absence of the grievant or of a principal, immediate supervisor, or Superintendent, shall toll the running of the days during the absence of such grievant, principal, immediate supervisor or Superintendent, but in no case for more than five (5) additional days except by mutual consent by the parties.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

303.04 Grievance Procedure

A. Level I: (Informal)

If a teacher believes there is a basis for a grievance, the teacher must first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally and must announce this meeting as Level I of the Grievance Procedure.

B. Level II: (Formal)

If the grievant is not satisfied with the results of Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in Article 303.03(B) he/she may begin a formal grievance on the standard form to his/her principal or immediate supervisor. Within ten (10) days of receipt of the form, the principal or other immediate supervisor of the grievant shall conduct a hearing and make a written decision. The decision reached at this meeting will be recorded in Level II of the Grievance Report Form signed by both parties.

C. Level III: (Formal)

If the grievant is not satisfied with the result of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her administrative designee. Within ten (10) days of receipt of the form, the Superintendent or his/her administrative designee shall conduct a hearing and make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form signed by both parties.

D. Level IV: (Formal)

If the grievant is not satisfied with the disposition made in Level III, then the grievant may file the grievance with the Treasurer of the Board of Education. Within four (4) weeks of receipt of the grievance, the Board will conduct a hearing with the grievant and his/her BEA representative. The Board, if it chooses, may have the Superintendent, the principal and/or supervisor and legal counsel present at such hearing. The Board will render a decision within ten (10) working days of the meeting. The decision reached at this meeting will be recorded in Level IV of the Grievance Report Form signed by both parties.

E. Level V: (Formal)

If the grievance is not resolved at Level IV, the Association may submit the grievance to arbitration within thirty (30) working days of the decision in Level IV. Selection of an arbitrator and the conduct of any hearing shall be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutual selection of an arbitrator is not achieved from a first list of fifteen (15) names submitted to the parties by the American Arbitration Association, either party shall request a second list of seven (7) names and will alternately strike to select an arbitrator. The party to strike the first name shall be determined by a flip of the coin. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed

herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In the event that a case is appealed to an arbitrator, which he/she determines that he/she lacks authority to decide, it shall be referred back to Board of Education with a notification to the administration without decision or recommendation on its merits.

In cases where arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to the hearing on the merits of the issue by the arbitrator unless otherwise agreed by the parties.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the effect of law. The cost of the arbitrator and the hearing room shall be divided between the parties in the following manner, loser pays eighty-percent (80%) of the cost and the winner pays twenty percent (20%) of the cost. The arbitrator's award, if within his/her authority, shall be final and binding upon the parties.

303.05 Miscellaneous

- A. A teacher may not be represented by any teacher organization other than the BEA in any grievance or concern initiated pursuant to the provisions of this contract.
- B. Decisions rendered at all formal levels of this procedure shall be in writing setting forth the disposition and the reason therefore and will be transmitted promptly to all parties involved in the grievance including the BEA.

ARTICLE 304: TRANSFERS AND VACANCIES

304.01 A vacancy occurs when the Board determines to fill the position of a bargaining unit member who leaves his/her position for any of the following reasons:

1. Death
2. Retirement
3. Resignation
4. Termination
5. Non-renewal
6. Creation or restoration of a bargaining unit position
7. Transfer of a bargaining unit member.

Whenever a vacancy in any position in the District occurs during the school year, the Superintendent shall cause the same to be publicized by posting written notice(s) of said vacancy(ies) on the bulletin board of each building's main office. No vacancy shall be filled, except in the case of emergency and on a temporary basis, until such vacancy shall

have been posted for at least five (5) days. If any vacancy should occur during the summer months, a list of such vacancies shall be made available to any member of the professional staff upon request to the Superintendent. Posting requirements of this section of the contract shall not apply between August 1<sup>st</sup> and the first teacher duty day of the next school year.

- A. When a vacancy occurs in the bargaining unit, any applicant from the bargaining unit who is certified/licensed for the vacancy shall be offered an interview for the position. Bargaining unit applicants shall be given consideration over non-bargaining unit applicants. If an outside candidate is selected over an internal applicant(s), written reasons will be provided to the internal applicant(s) upon request. A vacant position shall be defined as a previous existing position which becomes unoccupied for which no incumbent has a legal or contractual right to such position in the future or a newly created position in the bargaining unit.
- B. Any vacancy which occurs prior to November 1 of each school year shall not be filled on a temporary basis and shall be filled by a limited contract teacher who shall have all contractual rights.

A vacancy which occurs after November 1 of each school year may be filled by a substitute.

304.02 When a teacher is involuntarily transferred from an assignment, the Superintendent will provide such teacher with written reasons for such transfer if requested. The Superintendent shall provide the affected bargaining unit member the right to meet with the administration to discuss reasons for the involuntary transfer. A teacher being involuntarily transferred will be placed in a position that involves no reduction in total compensation, impairment of tenure, and in an area for which the teacher is appropriately certificated. In the event an involuntary transfer occurs due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the unit member in the subject area or grade level in the affected building with the least system seniority shall be transferred.

#### ARTICLE 305: PARENT CONFERENCE DAYS/OPEN HOUSE

305.01 As part of the one-hundred eighty (180) school days, there shall be two (2) parent conference days. The Superintendent shall schedule these parent conference days during the first and third marking periods after progress reports have been distributed.

- A. Conferences with parents will be from 3:30 P.M. to 5:30 P.M., and from 6:30 P.M. to 9:00 P.M. Building staffs and administrators may mutually adjust the specific hours of the parent conferences as long as the parent conferences last at least 4½ hours at the conclusion of the student day and that the teachers receive a one hour break for dinner (not to be included in part of the 4½ hours). In the event of emergency absence the teacher shall arrange the hours so as to schedule the required conferences. Administrative input will be encouraged as it relates to scheduling parent conferences. The day following, the schools shall be closed.

- B. On parent conference days, traveling teachers with assignments at both the elementary and secondary level shall schedule all their parent conferences during the hours of 3:30 P.M. to 5:30 P.M. and 6:30 P.M. to 9:00 P.M. The day following, the schools shall be closed. Part-time teachers will schedule conferences for a time period proportionate to their full workday. Additional time necessary to complete these conferences, as pre-approved by the administration, will be compensated at the night supervision rate.

305.02 Teachers shall attend Open House for a maximum of two hours. Traveling teachers shall attend one open house.

#### ARTICLE 306: PERSONNEL FILE

306.01 There shall be, in the office of the Treasurer, the official personnel file for each teacher in which shall be deposited only the following items:

- A. Application for employment.
- B. Copy of employment contracts.
- C. Copy of salary notices.
- D. Ohio teaching certificate/license(s).
- E. College/university transcripts and credentials. (Access to letters of reference will not be granted wherein such were written under a confidential status.)
- F. Record of tuberculosis and other health tests.
- G. Written statements regarding conferences, together with any written teacher replies thereto.
- H. Performance evaluations. Where evaluations have not been performed in accordance with the timelines and procedures as set forth in Article 308-Evaluation, such evaluation shall not be placed in the teacher's file. Any related documents may be included in the teacher's file only after the teacher has timely received copies of such documents.
- I. Official letters of commendation and professional certificates of award.
- J. Record of military service.
- K. Official letters of reprimand and any other disciplinary records.

306.02 Members shall have the opportunity to read any material before it is placed in the member's personnel file. The member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. The signature shall not indicate agreement with the content of the material but indicates only

that the material has been inspected by the member. If a staff member disagrees with the content of a document, he/she may write:

"I have read this document but do not agree with the content. (Signature.)"

- 306.03 Members shall have the opportunity to reply to derogatory material in written statement to be attached to the filed copy. No inaccurate material shall be placed in a member's file nor be made a matter of record. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.
- 306.04 All materials placed in the teacher's personnel file after initial employment shall be open to that teacher at any time. Any teacher who elects to review his/her file may be accompanied by a representative of the BEA. The BEA President shall have the right to examine the complete file pertaining to that member. Upon the request of the teacher, one copy of any document in his/her file will be provided him/her at no cost in any school year. The Board and the BEA strongly recommend that each teacher review his/her personnel file annually.
- 306.05 A teacher shall be notified when a request to review the teacher's personnel file is made by a person other than an administrator, and the teacher shall be given a reasonable amount of time to review his/her file before the file is provided to the person making the request.
- 306.06 Any letter or document of reprimand to a teacher shall be removed from the personnel file after a period of 36 months if no action of a similar nature occurs within that time frame.

#### ARTICLE 307: PROFESSIONAL EMPLOYMENT

- 307.01 Teachers who meet minimum statutory qualifications for teaching positions in the district shall be employed under limited teaching contracts not to exceed five years as recommended by the Superintendent and approved by the Board of Education at its regular Board meeting in the month of May.
- 307.02 Procedure For Consideration Of Continuing Contract Status

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by October 15<sup>th</sup> of the school year in which the teacher becomes eligible. The teacher must have on file by April 1 of the school year of tenure eligibility any necessary licensure and/or degrees/coursework in accordance with applicable state law and/or regulation.

The teacher must have taught for at least three of the last five years in the Brooklyn City School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Brooklyn City School District in order to be eligible for tenure.

Teachers who complete the requirements and submit the appropriate documentation to the Board for continuing contracts by April 1 of each year as set forth above, shall be considered for continuing contract by the Board prior to action regarding any reduction in force, but no later than April 30. The Board shall act upon all teachers eligible for

continuing contracts prior to taking action to suspend the contracts of teachers due to a reduction in force. (see 308.02 H for application date).

307.03 The District shall provide to the Union president, in his/her mailbox, upon receipt of and/or in a timely manner, a copy of notices of, agendas, and minutes of each Board meeting and any commission established affecting the operation of the Brooklyn City Schools.

307.04 The provisions of this section shall supersede any and all conflicting provisions of the Ohio Revised Code with respect to teacher contracts.

307.05 If a bargaining unit member is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent may recommend that the Board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the Superintendent intends to make such a recommendation to the Board, he/she will notify the member and the Association President in writing of same at least ten (10) days prior to the Board meeting at which the recommendation will be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member will be notified of same by April 30. In addition, prior to the end of the school year, the Superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the Board's action by April 30. This provision expressly supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

307.06 Filing and Maintenance of Certificates/Licenses

The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

ARTICLE 308: EVALUATION

308.01 Purpose

The major goals of staff evaluation are to insure effective teacher performance, to assess teacher performance, and to provide for ongoing growth and development of the individual teacher in order to ultimately improve teaching performance. The parties agree that during the 2013-2014 and 2014-2015 school years, the BEA and administration will meet quarterly in order to review, assess, and, if necessary, refine the OTES evaluation procedure as mutually agreed by the evaluation committee. The new procedure shall remain in effect until any changes are recommended to the superintendent and adopted by the Board of Education and ratified by the Association.

308.02 Procedure for Ohio Teacher Evaluation System (OTES)

A. All teacher evaluations will follow the law set forth in Ohio Revised Code.

- B. Each formal evaluation of a teacher on a continuing contract shall be based on a minimum of two (2) classroom observations that shall be of at least thirty (30) minutes duration, as well as up to 2 walk-through observations per observation. There will be three (3) observations and two (2) walk-throughs per observation for a teacher on a limited contract. Additional walk-through observations shall be used to gather information on district technology use and teacher resource needs. However, additional walk-throughs will not be part of the employment evaluation.
- C. The evaluator will hold a conference with the teacher before the first announced observation. In place of the preconference meeting, and if agreed by both parties, preconference information may be submitted to the evaluator in writing.
- D. Within ten (10) days after each observation, the evaluator shall provide a written observation report to the teacher.
- E. The evaluator shall meet with the teacher within five (5) work days after each written observation report has been submitted to the teacher. This meeting will be to discuss the observation and to make suggestions, to correct any deficiencies and/or to create a professional growth or professional improvement plan.
- F. If there are areas set forth in the observation report which are noted as “Developing” or “Ineffective”, the evaluator shall make specific written suggestions as to how the teacher can improve in those areas.
- G. Within 10 days of completion of the final observation post conference, the evaluator will meet with the teacher to discuss the formal evaluation.
- H. The first observation and conference must be completed by November 15<sup>th</sup>.
- I. The second and possible third observation and conference shall be completed between December 7<sup>th</sup> and April 15<sup>th</sup>.
- J. There shall be at least three (3) weeks between the first and second observation.
- K. A teacher’s final evaluation report must be completed, according to ORC, by May 10.
- L. Teachers traveling between buildings will be observed once at each building, with three (3) possible observations.
- M. A teacher on a continuing contract who receives an overall rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year.
- N. A teacher with above expected levels of student growth will develop a professional growth plan (Appendix H) and may choose their credentialed evaluator for the evaluation cycle.

- O. A teacher with expected levels of student growth will develop a professional growth plan (Appendix H) collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.
- P. A teacher with below expected levels of student growth will develop an improvement plan (Appendix H) with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.
- Q. If professional development is required or recommended, the BOE will provide for the allocation of financial resources to support professional development.
- R. Teachers employed as long-term substitutes who are recognized under Article 201.01 of the agreement shall have the evaluation and non-renewal rights as set forth in Article 317.

308.03 Criteria for OTES

- A. The evaluation form(s) shall be those required by the State of Ohio, Ohio Revised Code. (Appendix H)
- B. 50% of the evaluation shall be Teacher Performance, based on the Seven (7) Standards for Teacher Performance (Appendix H):
  - 1. Students – Teachers understand student learning and development and respect the diversity of the students they teach
  - 2. Content – teachers know and understand the content area for which they have instructional responsibility
  - 3. Assessment – teachers understand and use varied assessments to inform, evaluate and ensure student learning
  - 4. Instruction – teachers plan and deliver effective instruction that advances the learning of each individual student
  - 5. Learning Environment – teachers create learning environments that promote high levels of learning achievement for all students
  - 6. Collaboration and Communication – teachers collaborate and communicate with students, parents, other educators, administrators and the community to support learning
  - 7. Professional Growth and Responsibility – teachers assume responsibility for professional growth, performance and involvement as individuals and members of a learning community
- C. 50% of the evaluation shall be Student Growth Measures. (Appendix I & J) Teachers will determine student growth based on the following teacher categories:

1. **A1** teachers teach only courses which provide a value added score from the state of Ohio, and said value added will count as 50% of the teacher's evaluation
2. **A2** teachers teach some courses that provide a value added score from the state of Ohio and some courses which do not. Student growth measures for these teachers will be a combination of value added scores and growth determined by local measures. The final percentage will be proportionate to the teacher's schedule.
3. **B** teachers are those who administer a vendor assessment that is approved by the state of Ohio. Student growth will be determined using the formula deemed acceptable by the vendor assessment, and will count as 50% of the teacher's evaluation.
4. **C** teachers teach courses that have neither value added nor a state approved vendor assessment. These teachers will use an assessment that is approved by the evaluation committee, and will count the data as 50% of the teacher's evaluation.

D. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based on the evaluation matrix of the State of Ohio (Appendix K)

#### 308.04 Evaluators

Each evaluation shall be made by properly certificated/licensed administrators employed by the Brooklyn City Board of Education designated by the Superintendent.

#### 308.05 Teacher Responses

If the teacher disagrees with the content of a written evaluation, he/she shall have the right to submit a written rebuttal within ten (10) work days after he/she receives the written Teacher Evaluation. The rebuttal shall be attached to the Teacher Evaluation. Such rebuttal will contain specific reasons why the teacher disagrees with the report.

#### 308.06 General

Nothing included herein shall prohibit administrators from observing the overall performance of a member of the teaching staff during the workday and from making written and oral comments on such observations of overall performance.

#### 308.07 Grievances

Any grievance filed pertaining to this evaluation procedure shall concern compliance with the procedural aspects of evaluation only. No grievance may be filed regarding the content of observation or appraisal reports or recommendations and/or criticisms contained in such reports or made in an evaluation conference. However, if an evaluation is offered to support a discharge challenged in a grievance under Article 303, then the grievant may challenge any alleged factual inaccuracy in the evaluation. However, the opinion or judgment of the evaluator will not be subject to challenge.

308.08 If the Superintendent intends to recommend nonrenewal of an employee's teaching contract (except for purposes of reduction in force under Article 310), then the Superintendent shall so advise the employee in writing at least one (1) week prior to the meeting at which Board of Education action on the recommendation is anticipated. The Board of Education shall act on the recommendation for contract non-renewal no later than June 1 of the school year. The employee and his/her representative shall be offered the opportunity to meet with the Superintendent to discuss the reasons, (which shall be provided in writing if the employee requests), for the recommendation in advance of the Board meeting. If the Superintendent is not reasonably available for a meeting with the employee during the week preceding the Board meeting, then more than one week's notice shall be given so as to permit a meeting. This provision, and employee rights under Article 303, supersedes statutory rights for hearings and appeals to the Board and to Court, including those provided in H.B. 330, R.C. §3319.11 - §3319.111. Teachers who are employed as substitutes and who are recognized under Article 201.01 shall have those rights as set forth in Article 317.

308.09 Evaluation for non OTES certified employees

- A. The major goals of staff evaluation are to insure effective employee performance, to assess employee performance, and to provide for ongoing growth and development of the individual employee in order to ultimately improve employee performance. The parties agree that during the 2013-2014 and 2014- 2015 school years, the BEA and administration will meet quarterly in order to review, assess, and, if necessary, refine the Non-OTES evaluation procedure as mutually agreed by the evaluation committee. The new procedure (Appendix L) shall remain in effect until any changes are recommended to the superintendent and adopted by the Board of Education and ratified by the Association.
- B. Within ten (10) days after each observation, the evaluator shall provide a written observation report to the employee.
- C. The evaluator shall meet with the employee within five (5) work days after each written report has been submitted to the employee. This meeting will be to discuss the observation and to make suggestions, to correct any deficiencies and/or to create a professional growth or professional improvement plan.
- D. If there are areas set forth in the written report which are noted as “Developing” or “Ineffective”, the evaluator shall make specific written suggestions as to how the employee can improve in those areas.
- E. Within 10 days of completion of the second observation post conference, the evaluator will meet with the employee to discuss the formal evaluation.
- F. The first observation and conference must be completed November 15th.
- G. The second and possible third observation and conference shall be completed between December 7<sup>th</sup> and April 15th.
- H. There shall be at least three (3) weeks between the first and second observation.

- I. An employee's final evaluation report must be completed by May 10.

308.10 Comparable Evaluations

- A. During the 2013-2014 and 2014-2015 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for purposes of the negotiated reduction in force. As such, the provisions of Article 310 shall serve as the procedure followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2013-2014 and 2014-2015 school years. For the purposes of this agreement Comparable Evaluations shall be defined as follows:
  - 1. Accomplished
  - 2. Developing/Skilled
  - 3. Ineffective
- B. For the 2013-2014 and 2014-2015 school year only, any teacher who is deemed Developing in their performance evaluations but is rated Ineffective overall due to below average student growth data shall be considered Developing for the purposes of this Article.

ARTICLE 309: PROFESSIONAL GROWTH POLICY AND GUIDELINES

- 309.01 Philosophy. The Board of Education recognizes the desirability of professional growth for all certificated employees and the desirability of extending recognition for such professional growth in terms of the salary schedule.

The Board of Education further realizes the desirability of recognition for professional growth activities in addition to, and in lieu of, college credit only. It is with this basic goal of improved instruction through well trained teachers that this policy on professional growth is presented.

309.02 General Guidelines

- A. That a growth credit may be obtained by a staff member participating in an approved activity which will benefit the Brooklyn City Schools and also be of value to a teacher in the area of his/her certifications/licenses and/or supplementary assignment.
- B. That a period of three (3) consecutive years be recognized for the earning of professional growth credits as determined by the administration. Any certificated/licensed employee who received .0035 of the base salary (BA Column, Step 0) in payment for professional growth in less than three (3) consecutive years must wait one (1) full school year before applying for any additional payment. An extension of time may be granted by the Superintendent due to extenuating circumstances.

- C. Payment for approved professional growth credits shall be made at the rate of .0035 of the base salary (BA Column, Step 0) per growth credit. All growth credits submitted must be within a three (3) consecutive year period.
- D. The documented work done to provide for earning growth credits must be submitted within two (2) years of its completion in order to qualify for consideration.
- E. College/university credits shall not be construed as professional growth credit.
- F. The administration shall specify the number of professional growth credits, if any, to be assigned for each administrative-proposed activity.

309.03 Professional Growth Credits May Be Acquired As Follows:

- A. District-Sponsored Workshops, In-Service Programs, and/or Committee Assignments Outside the Normal School Day/Year.

Participation by certificated/licensed employees, outside the normal school day/year in district-sponsored workshops and/or committee assignments may result in one (1) professional growth credit for each fifteen (15) hours of such participation and/or assignment providing that:

- 1. Not more than fifty (50) percent of said employee's expenses were reimbursed; or
- 2. Monetary compensation was not provided to said employee by the Board of Education for said assignment.

- B. Professional Workshops, Conferences, Conventions

Participation by certificated/licensed employees, outside the normal school day/year, in professional workshops, conferences and/or conventions may result in one (1) professional growth credit for each fifteen (15) hours of such participation, providing that:

- 1. Such workshops, conferences and/or conventions are sponsored by chartered professional/educational organizations, colleges/universities, school districts and/or the State Department of Education; and
- 2. Said certificated/licensed employee has not been reimbursed for more than fifty percent (50%) of his/her incurred expenses or received any other monetary compensation from the Board of Education.

- C. Research and/or Publications

Individual research completed for preparation of a major presentation at "state/national-level" workshops, conferences and/or conventions, the publication of an article in a recognized professional journal; or any significant contribution to

the publication of a professional/educational book may result in one (1) professional growth credit, providing that:

1. Certificated/licensed employee presents confirmation of his/her presence on the workshop, conference and/or convention program, including a copy of the address as delivered; and/or
2. Provides the Superintendent of schools with a copy of the professional journal and/or book in which the publication appears.

D. Curriculum Committee Assignments

Participation by certificated/licensed employees on curriculum committees, outside of the normal school day/year, for which no form of monetary compensation was provided by the Board may result in one (1) professional growth credit for each fifteen (15) hours of such participation.

E. Travel

Certificated/licensed employees may receive one (1) professional growth credit for each two (2) weeks of prior approved and related travel experiences based on participant's written resume, where no form of expenses and/or monetary compensation was received from the Board of Education. Prior approval must be sought through the Professional Growth Credit Advisory Committee to qualify for growth credit for travel.

309.04 Submission of Requests for Professional Growth Credit Payments:

- A. Any and all requests for professional growth credit payments shall be submitted twice annually on or before January 15 and/or May 31 of each school year.
- B. Evaluation, interpretations and recommendations for payment of any and all professional growth credits shall be made by the Professional Growth Credit Advisory Committee, who shall meet twice annually, within a two (2) week period of time subsequent to January 15 and May 31 with written recommendation on the validity and credit value of all requests to follow thereafter to the Superintendent of Schools.
- C. Membership to the Professional Growth Credit Advisory Committee shall consist of the following personnel:
  1. Superintendent of schools or his/her designee, chairperson
  2. one (1) high school administrator
  3. one (1) elementary administrator
  4. two (2) representatives of the BEA
- D. Certificated/licensed employees submitting professional growth credit payment requests are expected to submit such total forms and related documentation as

would constitute sufficient reason to issue payment for professional growth credits in total.

- E. To receive professional growth credit payment the application must receive a majority affirmative vote of the Professional Growth Credit Advisory Committee.

ARTICLE 310: REDUCTION IN FORCE (R.I.F.)

The Board recognizes that reduction in force can result in the loss of experienced, well-trained faculty. However, enrollment declines, and financial constraints, among other factors, may require a reduction. If, after the effective date of this contract, the Board determines that it is necessary to effect a reduction in the number of certificated/licensed teaching staff positions for reasons set forth in law, then the reduction will be achieved in the following manner:

310.01 Attrition:

- A. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for members of the bargaining unit who retire or resign or whose limited contracts are not renewed for reasons unrelated to a planned reduction in force. The employment of replacements for some positions may be necessary in the event that teachers in the district do not possess the necessary certification/license and/or qualifications for the position to be filled.
- B. Certificated/licensed Education Assistants shall acquire and retain seniority rights only for the certificated/licensed position of education assistant. A RIF affecting the position of certificated/licensed Education Assistant shall accord layoff, bumping, and recall rights to the position of Education Assistant. Certificated/Licensed Education Assistants shall have no rights affecting layoffs and recalls among the other bargaining unit positions.

310.02 Suspension of Contract:

- A. Criteria: Within each area of certification/license to be reduced, reductions not achieved by attrition shall be accomplished first by suspending the contracts of teachers who do not have continuing contracts and secondly by suspending continuing contracts. Among teachers within each of these groups (i.e., the group holding continuing contracts and the group holding limited contracts in each area of certification to be affected by the reduction), preference shall be given to members of the bargaining unit with longer continuous service in the Brooklyn City Schools. Effective for the 2015-2016 school year, seniority shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.
- B. Retention: The names of all teaching personnel shall appear in order of seniority on a list in each of his/her areas of certification/license.
- C. Notice: The Board shall send written notice of suspension by certified mail, return receipt requested, to the affected teachers. Alternatively, the Board may have

suspension notices personally delivered to affected teachers. The BEA President shall be provided with a list of the suspended teachers and the reason(s) for each suspension.

- D. If a teacher is to be reassigned because he/she would otherwise have been suspended, in accordance with this Article, such teacher shall have the express right to opt for suspension status.

310.03 Recall:

- A. Any teacher whose name appears on the Reduction in Force List shall be offered reemployment when a position becomes available for which he or she is certificated/licensed and qualified as per paragraph 310.02(B) above.
- B. The Superintendent's office will give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Superintendent's office of any change in address.
- C. A teacher on the Reduction in Force List shall, upon acceptance of an offer of reemployment, return to the system with the same seniority, accumulations of sick leave days, and salary schedule placement as the teacher would have received in the year following suspension. A teacher, whose contract is suspended, who is offered a part-time position may choose to accept or reject the position yet shall remain on the recall list for the next available position for which he/she is certified/licensed that would provide a full-time position.
- D. Teachers who hold a limited contract will remain on the Reduction in Force List for a period up to August 31, in the third calendar year following their suspension, thereby granting to limited contract teachers a period of 36 months on the recall list. Teachers who hold a continuing contract shall remain on the Reduction in Force List for a period up to August 31, in the sixth calendar year following their suspension, thereby granting to continuing contract teachers a period of 72 months on the recall list. If a teacher on the Reduction in Force List has accepted employment with another district, at the time he/she would be recalled, then the Board will offer the recall to the teacher. Such teacher shall have ten (10) days after the date of the offer of recall to accept such position in writing and shall provide the Brooklyn Superintendent with a letter from his/her present employer stating that such employee will be released from his/her contract so as to report to work in Brooklyn within fifteen (15) days of the offer of recall. If the teacher does not provide such a letter from the present employer and/or does not accept recall within ten (10) days of the offer of recall and/or does not report to work within fifteen (15) days, such teacher shall be removed from the recall list. If a teacher is offered reemployment and fails to accept the offer within ten (10) days, the teacher will be immediately removed from the Reduction in Force List. After being removed from the Reduction in Force List, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment by the Brooklyn City School District.

- E. Effective for the 2015-2016 school year, seniority shall not be the basis for a decision to recall a teacher, except when making a decision between teachers who have comparable evaluations.

310.04 Continuous Service:

As used in this Article, "continuous service" shall mean the time period of the teacher's continuous employment in the Brooklyn City School District since the most recent date of hire by the Board of the teacher. Time spent on unpaid leave of absence and reduction in force shall be deducted when computing continuous service but shall not be considered a break in continuous service.

310.05 Reduction in Force List:

Within fifteen (15) days after the Board sends out suspension notices, it shall prepare, post and send to the BEA President a Reduction in Force List. The Reduction in Force List shall state:

- A. All positions in each area of certification/licensure affected by the reduction in force:
- B. The names and length of continuous service of all teachers within each affected area of certification/licensure; and
- C. Whether or not the teacher was suspended.

Copies of this list shall also be sent to each teacher on suspension. The list shall be kept current and updated copies shall be sent to the BEA President and to each teacher on suspension.

310.06 Job Placement

The Board also agrees to aid any teacher removed through reduction in force to find a comparable position in an area school.

310.07 Comparable Evaluations

- A. During the 2013-2014 and 2014-2015 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for purposes of the negotiated reduction in force. As such, the provisions of Article 310 shall serve as the procedure followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2013-2014 and 2014-2015 school years. For the purposes of this agreement Comparable Evaluations shall be defined as follows:
  - 1. Accomplished
  - 2. Developing/Skilled
  - 3. Ineffective

- B. For the 2013-2014 and 2014-2015 school year only, any teacher who is deemed Developing in their performance evaluations but is rated Ineffective overall due to below average student growth data shall be considered Developing for the purposes of this Article.

ARTICLE 311: SCHOOL YEAR

- 311.01 The school year for teachers shall be one hundred eighty-four (184) days. This includes one hundred eighty (180) days with students in session, two (2) record days, and two (2) inservice days. The student day will be scheduled in a manner to allow the teachers time for grading and record completion at the end of the first three (3) marking periods. On the last day of the first, second and third marking periods, students will be dismissed after they have met the state minimum student day. The remainder of such day shall be for teacher grading and record completion.
- 311.02 The two (2) required in-service days shall be defined as days to be utilized for training purposes, curriculum improvement, and improvement of teaching. The in-service programs will be mutually planned by the administration and a committee of five (5) teachers appointed by the President of the BEA. The first in-service day of each year shall be the first day that teachers are scheduled to report to work. The second in-service day shall be scheduled on a day mutually agreeable to the Board and BEA. Schools will not be in session on NEOEA Day and it will be an unpaid day.
- 311.03 Every effort will be made by the Board to provide in the school calendar for a ten (10) calendar day break at the time of the winter holiday period.
- 311.04 In accordance with the state law, any calamity makeup days will be scheduled on the following days:
  - 1. the day school is closed following the second parent/teacher conference day
  - 2. records day - the last day of the regular school year
  - 3. Memorial Day
  - 4. two (2) days after the last scheduled day of the regular school year.

These make-up days shall not necessarily be scheduled in the above order.

In the event that additional days are required to be made up beyond those listed above, the Monday and/or Tuesday of Spring Break will first be considered before any other dates are selected.

## ARTICLE 312: STAFF REIMBURSEMENT FOR CLASS TRIPS

- 312.01 Trips for the benefit of an entire grade of students may be approved by the Superintendent or his/her designee. These trips have general value to the students through a social, historical, recreational and personal perspective. Much planning and preparation must be done preliminary to these trips. Therefore, each coordinator/director of a trip shall be responsible for the planning, directing and coordinating of the respective trips and shall be compensated as provided by the Supplemental Pay schedule.
- 312.02 Since each of the trips requires extensive time and responsibility beyond the regular teaching days, the following method of reimbursement shall apply:

For each day of overnight trips, all teachers who serve as chaperones shall be paid in accordance with the Supplemental Pay Schedule. For each day of overnight trips one coordinator/supervisor shall be paid in accordance with the Supplemental Pay Schedule.

## ARTICLE 313: TEACHER WORK DAY

- 313.01 The work day for teachers will be seven hours and forty-five minutes. The workday for teachers may begin as early as 7:20 a.m. and end no later than 3:50 p.m. unless otherwise agreed upon by the Superintendent, BEA President and the affected employee. Within these time frames, each teacher shall have a minimum 30-minute duty free lunch. Teachers in grades K-5 shall receive specialist instruction time (art, music, physical education) of at least 200 minutes per week. Each teacher shall be guaranteed at least 80 minutes of individual planning time each day (in increments of at least 40 minutes) during the teacher work day and that planning time shall not be utilized for travel time between buildings. Each teacher shall be guaranteed collaborative planning time. Time when students are in the classroom cannot be considered individual or collaborative planning time. Some reasonable flexibility will be allowed on days with scheduled faculty meetings, mandated testing weeks, professional development, and other special events, delayed start days, etc.
- 313.02 Teachers are required to be in their assigned buildings during the teacher's day. If it becomes necessary for a teacher to leave the building during a conference/planning period, prior approval must have been obtained from the building principal or his/her designee. If a teacher plans to leave the building during lunch, he/she must inform the building principal or his/her designee.
- 313.03 Administrator called meetings, and in-service activities shall be conducted during the teacher's collaborative planning time which occurs during the teacher work day so that teachers may utilize the individual planning time for preparation and planning for their responsibilities. Each teacher shall be guaranteed at least 80 minutes of individual planning time each regularly scheduled school day.
- 313.04 Elementary teachers shall not be assigned to supervise playground or cafeteria duty.
- 313.05 During the secondary teaching day, no teacher will have more than six (6) assignments or (the time equivalent of six assignments excluding homeroom based on the 1993-94 schedule). Each teacher shall receive at least two (2) periods for conference/planning of at least forty (40) minutes with the total of conference and planning time at not less than that

received during the 1993-94 school year. In addition, each teacher will have one (1) uninterrupted thirty (30) minute lunch period.

ARTICLE 314: TRAVELING TEACHERS

314.01 Teachers who are required to travel between two or more separate buildings as part of their daily schedules will receive conference/planning time during the teacher day, equal to that of all other teachers at their assigned level (K- 5 and/or 6 -12) on a pro-rata basis excluding travel time. Travel time shall not be less than twenty (20) minutes. Each traveling teacher shall be provided individual conferences/planning time of at least 80 minutes each day in increments of at least 35 minutes in length. Such teachers shall be assigned their home school at the start of the school year for the purpose of staff meetings and mail distribution. Traveling teachers shall attend Open House and parent/teacher conferences at their assigned buildings in compliance with the provisions of Article 305.

ARTICLE 315: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The establishment of Local Professional Development Committees is authorized and required by Senate Bill 230.

A. Name, Scope, and Number of Committees:

The Brooklyn City School District LPDC shall be the official licensing body for the Brooklyn City School District as provided for in O.R.C. 3319.22 (A) and O.A.C. 330.24-08.

The Brooklyn City School District Local Professional Development Committee (hereinafter LPDC) will operate district-wide in its scope and shall review course work and other professional development activities completed by educators within the district and used for the renewal of certificates and licenses. The approval of the LPDC is required and noted on the Ohio Department of Education LPDC Approval form which will accompany all RENEWAL applications to the Department. Decisions of the LPDC are not subject to the grievance procedure.

B. Committee Membership and Qualifications:

1. The Brooklyn City School District LPDC shall be comprised of three certified representatives appointed by the BEA and two administrators and one alternate administrator appointed by the Superintendent. Terms of appointment will be based on a fiscal calendar beginning July 1, 1999. The length of members' terms shall be three year terms in a staggered format as determined by BEA and the Superintendent by April 1, 2001:
2. Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

3. Members may repeat their service on the committee without interruption. Each committee member must have a minimum of three (3) years of professional experience.
4. In case of a vacancy for a teacher member position, a teacher will be appointed by the BEA President. In case of a vacancy for an administrative member position, an administrator will be appointed by the Superintendent.

Any member appointed to fill a vacancy occurring prior to the expiration date of the term for which he/she was appointed shall hold office as a member for the remainder of that term.

C. Meetings and Compensation of Members:

1. The committee shall meet as deemed necessary by the LPDC working in collaboration with the Superintendent to review proposed plans and proposals for coursework, CEU's/PDU's (contact hours), and EAP's (Equivalent Activity Points.) The time and location of meetings shall be determined by the members of the LPDC. As stipulated by the Ohio Department of Education, the provisions of the Open Meetings Act (Sunshine Law) shall apply to the deliberations and activities of the Local Professional Development Committee as it serves as the subcommittee of the Board.
2. Three of five members must be present to conduct a meeting, a majority of whom must be BEA members. All rendered decisions of approval by the LPDC shall be based on at least three affirmative votes.
3. Minutes of each meeting shall be distributed to each building, the Superintendent, BEA President, LPDC members, and the Treasurer of the Board of Education. The treasurer of the Board of Education shall maintain a copy of each meeting's minutes as a public record.
4. Compensation for the teacher members of the LPDC shall be provided in the form of a stipend of .05 of the BA base salary (step 0).

D. Roles and Terms of Office:

1. The LPDC shall elect a chairperson who shall serve for a one year term and may succeed him/herself. Among the duties of the Chairperson are to:
  - a. Preside at all LPDC meetings;
  - b. Establish a meeting calendar, call all meetings, and set all agendas;
  - c. Ensure that LPDC and IPDP processes and procedures are followed:

- d. Serve as a liaison to other district professional development committees;
  - e. Serve as the appeals process contact and liaison;
  - f. Serve as one of the LPDC reviewers of district educator professional development plans used for certificate/license renewals;
  - g. Suggest training needs of LPDC members;
  - h. Sign the necessary cover sheet for certificate/license renewals as required by the Ohio Department of Education;
  - i. Oversee the training for all new committee members.
2. The LPDC shall elect a Secretary/Recorder who shall serve for a one year term and may succeed him/herself. The Secretary/Recorder will work with the Committee and at the direction of the Chairperson to insure that the LPDC process and communications are effective and efficient. Included in the duties of the Secretary/Recorder are to:
- a. Keep accurate minutes of the LPDC meetings;
  - b. Send minutes and agendas to LPDC members at least one week in advance of succeeding meetings;
  - c. Keep LPDC membership records up to date and keep a mailing list of all members including names, school and home addresses, telephone numbers, etc.;
  - d. Maintain a notebook or easily accessible electronic record of all committee activities;
  - e. Serve as one of the LPDC reviewers of district educator professional development plans used for certificate/license renewals.
3. The LPDC shall adopt guidelines, forms and procedures for the renewal of certificates and licenses. All decisions of the LPDC regarding guidelines, forms and procedures shall be by a majority vote of the LPDC members.

E. Training:

The Board shall provide training related to performance of their duties as members of the committee for all LPDC members. When the training occurs during the school day, the Board will provide substitutes at no cost to the BEA or its members and the leave shall not be subject to any professional leave restrictions.

- 1. Training for all new committee members may occur between July 1 and August 30.
- 2. Such training may constitute an appropriate “equivalent” activity for committee members on the LPDC.

## ARTICLE 316: BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION

316.01 Any person who is a candidate who is recommended for employment with the Board will have a criminal background check conducted with respect to his/her application as required under R.C. 3319.39. A candidate may be conditionally employed until the Board receives the results of the criminal record check from the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (FBI). If such candidate has been convicted of or pleaded guilty to any of the offenses as set forth in O.R.C. 3319.39(B)(1) or R.C. 3319.31 such candidate shall immediately be released from employment. The candidate will be informed that the reason for such release was the BCII/FBI report. Upon release, neither the candidate nor the Association shall have any claim or grievance under this Collective Bargaining Agreement or under the Ohio Revised Code. However, if within five (5) days after his/her release, the teacher/candidate elects to challenge the BCII/FBI report as inaccurate, the teacher/candidate, at his/her request, shall be placed on an unpaid leave of absence pending the outcome of his/her challenge against the accuracy of the BCII/FBI report. Should the teacher/candidate subsequently obtain from BCII/FBI, and present to the Board, a BCII/FBI report which clearly demonstrates that the original report was inaccurate and that the candidate is qualified for employment (has not been convicted or pleaded guilty to the above stated statutes), then such teacher/candidate will be recalled from unpaid leave of absence and consistent with other provisions of this Agreement, be placed in the position or a similar position from which he/she was released. Further if the Ohio Department of Education adopts rules pursuant to R.C. 3319.39(E) setting forth circumstances under which this Board may hire a person who has been convicted of an offense listed under R.C. 3319.39(B)(1) or R.C. 3319.31, but who meets standards in regard to rehabilitation as determined by the Ohio Department of Education, then this Board may consider the employment of such a person.

## ARTICLE 317: LONG-TERM SUBSTITUTES

317.01 Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. By the 61<sup>st</sup> day of employment, all long-term substitutes shall receive a written contract of employment. Long term substitutes may be utilized to fill positions that are open due to approved leaves of absence. In addition, long-term substitutes may be placed in positions that become vacant after November 1<sup>st</sup>, in accordance with Article 304.01.

317.02 The duration of employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. However, long-term substitutes hired on or before November 1<sup>st</sup> will be provided with no less than two (2) evaluations in accordance with Article 308. Those hired after November 1<sup>st</sup> will be provided with no less than one (1) full evaluation. The provision of evaluations shall not create an expectancy of continued employment.

317.03 Neither the provisions of Article 310 - Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.

317.04 Long term substitutes will be informed of their status upon employment.

- 317.05 Long-term substitutes employed before November 1<sup>st</sup> who are placed into positions for a period of time anticipated to be in excess of sixty (60) days, shall be placed on the BA-0 step immediately. Long-term substitutes hired after November 1<sup>st</sup>, beginning with the 61<sup>st</sup> day of employment, shall be placed on the BA-0 step of the salary schedule.
- 317.06 If the employment of a long term substitute extends beyond one year, the long term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.
- 317.07 To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Nothing herein shall be deemed to affect the rights and benefits of long-term substitutes otherwise available under this Agreement and law.

#### ARTICLE 400 AUTHORIZED ABSENCES

##### ARTICLE 401: PARENTAL LEAVE OF ABSENCE

- 401.01 A certificated/licensed employee who becomes a parent, stepparent, or legal guardian or custodian of a child, shall be eligible for a parental leave of absence without pay providing such employee has completed a minimum of one (1) year of successful employment in the District. Such leave must commence within thirty (30) days of the date of birth or obtaining custody in an adoption/guardianship of a child less than six (6) years of age, or at the conclusion of any authorized leave to which the bargaining unit member is otherwise entitled. . A teacher may take up to six (6) weeks unpaid leave for purposes of qualifying for adoption of a child and may then commence an unpaid parental leave of absence under this Article later in the same school year. Employees on any authorized parental leave shall fulfill their leaves as originally approved.
- 401.02 A written request for a parental leave of absence shall be submitted to the Superintendent or his/her designee no later than three (3) weeks prior to the effective date of such leave.
- 401.03 Parental leave may be for the remainder of the present school year, if the birth or adoption placement occurs after the start of classes in the fall, and an additional one school year as requested by the certificated/licensed employee. For parental leave events (birth, adoption, custody) occurring after May 1 through the summer months, teachers are entitled to two consecutive school years of parental leave. Such request for the additional parental leave shall be submitted no later than April 1, preceding the school year for which such leave is requested. If such request is not submitted by April 1, then the teacher's parental leave is deemed not to extend into the next school year. In the event the parental leave commences after April 1, the request for the extension of the leave for the following school year must be submitted at the earliest possible date but in no event later than June 15 preceding the school year for which such leave is requested.
- 401.04 At the conclusion of the parental leave, the employee shall be reinstated in a comparable position at the beginning of the succeeding school year unless such employee has been properly laid off in accordance with the Reduction in Force Policy. However, if the

employee submits a request to return at a time other than the beginning of a school year and a vacancy is available, the Superintendent may then assign that employee to the vacancy for which he/she is certified/licensed.

- 401.05 A certificated/licensed employee who takes a parental leave of absence shall retain his/her seniority acquired at the time of taking the leave, and shall begin with the same seniority upon returning to work.
- 401.06 Any certificated/licensed employee returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during such parental leave.
- 401.07 Any certificated/licensed employee on parental leave shall have the right to continue any or all group insurance coverages upon reimbursing the Board the group premium rate for that insurance coverage taken while on such leave. The teacher shall reimburse the Board the total monthly premium within the first ten (10) days of each month of such coverage.
- 401.08 A parental leave of absence for adoption purposes shall consist of all the rights, obligations, and benefits granted to those certificated/licensed employees under the aforementioned parental leave provisions.

#### ARTICLE 402: PERSONAL LEAVE

- 402.01 Pay for personal leave of absence due to situations of a personal nature over which the employee has no control shall be allowed to a maximum of three (3) unexplained personal leave days per year. Unused personal days at the end of each year shall be converted to sick leave and accumulate as such.
- 402.02 Limitations and Exceptions. Personal leave, except for funerals, or situations deemed to be extreme emergencies and/or significant unavoidable commitments, shall not be granted on days immediately preceding or following a vacation holiday (first report day of the school year, Labor Day, Thanksgiving, Winter break, Martin Luther King Jr. Day, Presidents' Day, Spring break, Memorial Day, and last work week of the school year). The following are examples of reasons which are not valid for use of paid personal leave of absence:
  - A. Gainful employment. (except if a teacher is employed under a supplemental contract in another school district and is required to attend an event due to the fact that one of his/her students is participating in the event, such leave shall not be deemed to be gainful employment).
  - B. Vacation.
- 402.03 No more than ten percent (10%) of the staff in any building may be on personal leave on any one day. In emergency situations this percentage may be exceeded with approval of the Superintendent. The ten percent limitation shall be met on a first come first served basis.
- 402.04 Personal leave must be used in a minimum of one-quarter (1/4) day.

402.05 Personal Leave shall not be taken on Professional In-service or Parent/Teacher Conference days, except in cases of emergency.

402.06 Personal Leave Request Forms. Teachers shall make an effort to submit form requests for personal leave at least twenty-four (24) hours in advance of the day for which leave is being sought. This form shall be returned to the principal or, in his/her absence, to his/her secretary. The principal shall initial the form and return one (1) copy to the teacher before the date of the leave. Failure to submit a request twenty-four (24) hours in advance shall not be a basis for denial of leave, but shall be treated as an emergency situation. A copy of the Personal Leave Form is attached as Appendix A.

Falsification of a personal leave request form, or use of personal leave for an invalid reason as set forth above, may result in suspension or termination of employment in accordance with Revised Code §3319.16.

Upon approval of the Superintendent and the Board, unpaid personal leave may be granted in unusual circumstances. Written requests for such unpaid leave must be submitted to the Superintendent at least thirty (30) days before the leave is to commence. If circumstances prohibit submission of a request for unpaid leave thirty (30) days in advance, the request will be submitted at the earliest possible time.

#### ARTICLE 403: USE OF SICK LEAVE FOR ANTICIPATED ABSENCES

403.01 To assist in the determination of staff employment needs, any employee who can anticipate a need to use sick leave, as is the case with employees who become pregnant or who schedule surgery, shall notify the Superintendent of the need for the sick leave in writing within a reasonable time after the employee learned of the need, and of the anticipated date(s) of absence when the doctor informs the employee of that date.

403.02 Medical verification may be required if the sick leave extends beyond the normal period of confinement. Normal period of confinement is that period of time determined by the medical community as necessary for the recovery from a specific medical problem.

403.03 Any pregnant certificated/licensed employee who prefers not to use accumulated paid sick leave, or who exhausts her accumulated sick leave credit, may apply for a parental leave of absence without pay or benefits.

403.04 Members will receive a stipend of \$100.00 for not using any sick days during each semester. Members who have not used a sick day the entire year shall receive an extra \$100.00 at the end of the school year. A death of a family member should not count against a member using sick time for this section.

#### ARTICLE 404: SICK LEAVE

404.01 Use of sick leave shall conform to Ohio Revised Code 3319.141. As such, sick leave may be used for absence due to personal illness or injury, illness or disability related to pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

Teachers new to the District or those who have exhausted his/her sick leave shall be advanced up to five (5) days of sick leave annually, to be charged against sick leave subsequently earned. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for the unearned sick leave advanced under this section, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the Board. The advanced sick leave shall be charged against future accumulated sick leave at the rate of one and one-quarter (1 1/4) days per month. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

404.02 Sick leave shall accumulate for teachers at the rate of one and one-quarter (1 1/4) days per month (15 total days per year). Teachers' accumulation of unused sick leave shall be unlimited.

404.03 Use of Sick Leave for Funerals

- A. Sick leave shall be granted as requested for the death of a spouse or child.
- B. Sick leave to a maximum of five (5) days shall be granted for other deaths in the immediate family. (Immediate family refers to mother, father, brother, sister, niece, nephew, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild and grandparent (in-law) or any member of the family or household who clearly stands in the same relationship with the teacher as any of these.)

404.04 Each member may, on a voluntary basis, contribute one (1) day per year to a Sick Leave Bank. Each member wishing to do so shall notify the Treasurer by October 1 of any given year of his/her intent to make a contribution, and will authorize the Treasurer to reduce by one (1) day his/her accumulated unused sick leave total. The Treasurer shall then deduct that day from the member's total accumulation and credit that day to the Sick Leave Bank. By November 1, the Treasurer shall then notify the Association President of the number of days available in the Sick Leave Bank. The Association President shall notify the Treasurer when days are to be credited to members in need of sick leave days. This notice will identify to whom the days are to be credited and the number of days to be so credited. The Executive Committee of the BEA shall establish a policy regarding the utilization of days drawn from the Sick Leave Bank. The Policy and Forms are included as Appendix F & G.

404.05 Total sick leave bank accumulation will be "capped" at 300 days; thereafter, no additional donations will be accepted until the overall bank accumulation falls below 200 days.

ARTICLE 405: SABBATICAL LEAVE

405.01 A teacher who has completed five (5) years of service in the Brooklyn City Schools may, with the permission of the Board and the superintendent, be entitled to take a leave of absence for one or two semesters, subject to the following conditions:

- A. The teacher shall present the superintendent with a plan for professional growth.
- B. At the conclusion of the leave the teacher shall provide evidence that the plan was followed.
- C. The teacher shall enter into a contract agreeing to return to the district at the end of the leave for a period of at least three (3) full school years.
- D. The teacher shall receive a salary during the leave which will be the difference between the substitute's pay and the teacher's expected salary.
- E. No more than five percent (5%) of the professional staff may take such leave at any one time.
- F. No teacher shall be entitled to such leave more than once for each five (5) years of service in the Brooklyn City Schools.
- G. A second leave shall not be granted to a teacher when other members of the staff have filed a request for such a leave which would exceed the five percent (5%) limit.
- H. There must be available a satisfactory substitute to take the teacher's place while on leave.
- I. The teacher may maintain his/her insurance coverage by paying ninety-five percent (95%) of the monthly premium to be received by the Treasurer prior to the first day of each month.
- J. Upon return from such leave and submission of proof of satisfactory documentation that he/she successfully completed the sabbatical program, the Board will grant the teacher one half (½) or one (1) year of teaching experience on the district's salary schedule commensurate with the length of leave.

ARTICLE 406: ASSAULT LEAVE

406.01 The Board will provide assault leave to a teacher who is absent due to a physical or serious emotional disability resulting from an assault by a student, by a parent or guardian, by a trespasser or due to an injury while mediating a dispute which occurs in the scope of an employee's Board employment. The Board will maintain the teacher on full-pay status up to a maximum of twenty (20) school days under the following provisions:

- A. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave. In addition, any teacher seeking assault leave shall, upon request of the administration, file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender.
- B. If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be provided before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

- D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.
- E. If a certified/licensed employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide only such additional compensation as will provide said teacher with the same gross income he/she was receiving at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to, or more than the teacher's normal per diem rate, the excess payment, from the effective date of the initial award of Workers' Compensation, will be returned to the Board. The employee shall be encouraged to pursue litigation against the person(s) perpetrating the assault.
- F. Any amounts received through disability insurance coverage will be deducted from assault leave payment. Failure to notify the Board of all amounts received from disability insurance coverage will result in cancellation of assault leave and recovery of all assault leave payments and may be grounds for suspension or termination of employment pursuant to Revised Code §3319.16.
- G. Assault leave payment will terminate if and when the teacher becomes eligible for disability retirement.
- H. Any exception beyond the above may be recommended by the Superintendent and approved by the Board.

ARTICLE 407: NON-COMPENSATED LEAVE

- 407.01 Up to ten (10) days of uncompensated leave may be granted to a teacher at the discretion of the Superintendent. Since such uncompensated leave is discretionary, nothing herein shall create an expectancy that such leave will be granted. Disciplinary action may be taken for any unauthorized leave.

ARTICLE 408: JURY/WITNESS LEAVE

- 408.01 Any teaching employee who is absent from his/her work assignment for jury duty or as a subpoenaed court witness shall be granted pay not to exceed the difference between the jury pay and the pay as an employee of the Board of Education. Such employee shall turn over the total amount of such fees after expenses to the Treasurer's office in return for his/her regular paycheck.

ARTICLE 409: FAMILY MEDICAL LEAVE ACT

The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- A. The birth of a son or daughter, and to care for the newborn child within one year of the birth;
- B. The placement with the employee of a son or daughter for adoption or foster care within one year of the adoption or placement;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the appropriate Department of Labor (DOL) Form when possible.

Sick leave events which continue two (2) weeks or more will require completion of an appropriate DOL Form.

Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

Leave for the birth or adoption of a child or for the placement of a child in foster care may be taken on intermittent or reduced schedule upon approval of the Superintendent, which approval shall not be unreasonably withheld.

Employees will be obligated to pay the employee share of health care premiums on the regular pay day. The District will cease to pay the District's share of the premium if the employee's payment is more than thirty (30) days late.

## ARTICLE 500 SALARY ITEMS

### ARTICLE 501: INSURANCE PROGRAM

- 501.01 The Board shall provide all certificated employees covered by this contract with a hospitalization program, medical, dental, life insurance and all previously negotiated riders to the basic coverage.

501.02 The insurance plan shall be the Medical Mutual of Ohio Super Med Classic or a similar Comprehensive Major Medical Plan. Network - \$100/\$200 Deductible. 80% Co-insurance. Out-of-Pocket Maximum \$400/\$800. Non-Network - \$200/\$400 Deductible. 64% Co-insurance. Out-of-Pocket Maximum \$2500/\$5000. Prescription drug coverage shall be \$15 Generic/\$30 Brand Copay (Retail). \$30 Generic/\$60 Brand Copay (Mail Order). Dental and Vision care as was or similar to coverage provided during the 2002/2003 school year; and Term Life Insurance in the amount of \$50,000.

The Board will pay ninety-five percent (95%) of premium costs in effect during the life of this contract, with the employee paying five percent.

For employees hired after April 30, 2003, the Board will pay eighty-five percent (85%) of premium costs in effect during the life of this contract with the employee paying fifteen percent.

Employees can only receive the first filling of a prescription and two (2) refills at the retail level. Additional refills at the retail level will be charged \$30 Generic/\$60 Brand Copay. Employees are encouraged to refill maintenance drugs through the mail order program providing a three month supply of medication with \$30 generic/\$60 brand name deductible.

501.03 Before the Board determines to change carriers from any of the insurance programs described above, a joint committee of administrators and teachers will examine insurance programs available to the Board with particular emphasis on coverage levels and cost efficiency. The committee will then make a written recommendation to the Board and Association concerning carriers if it is recommended a change be made in the future.

501.04 Medicare premium payments for teachers who are sixty-five (65) years of age or older and are enrolled in the Medicare Plan will be paid by the Board in lieu of payment for insurance listed in 501.01.

501.05 Flu shots will be provided by the Board at a Board facility, once a year between October 1 and November 30. Employees' participation shall be on a voluntary basis.

501.06 If a wife and husband are both bargaining unit members, the Board will pay the full family premium costs for one (1) insurance plan if the couple takes one coverage. These individuals are not eligible for the health incentive plan.

501.07 For employees new to the district after April 30, 2003, the Board will pay eighty-five percent of the pro rata share of premium costs for a single insurance plan for a part-time employee, i.e., if a bargaining unit member works half (½) time, then the Board would pay - eighty-five (85%) of half (½) of the single premium cost. These part-time employees are not eligible to purchase family coverage.

Part-time employees as of April 30, 2003 will be able to continue their health participation per article 201.02.

501.08 Health Insurance Incentive Plan

The Board agrees to implement the following plan:

Eligible Participants - Bargaining unit members who are insured under a health insurance plan other than that provided in this agreement and who elect to drop their health insurance coverage status and bargaining unit member new to the district during the duration of this negotiated agreement.

Plan Benefits - Each eligible plan participant will receive an incentive payment equal to thirty (30%) percent of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member subscribed to that coverage. The incentive payment will be made monthly beginning with the first month following acceptance of the application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.

To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement for this plan. You will be able to elect to exchange coverage for cash compensation on the later of your date of employment or the date you become eligible for medical benefits.

Generally, you will not be permitted to change your election to participate in the Plan or to vary the level of benefits you have selected during the Plan Year. Plan Years begin each February 1st and end on January 31st.

However, you may change your previous election if you have a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

- You become divorced or legally separated from your legal spouse.
- Your spouse, dependent, or beneficiary dies.
- You become permanently disabled.
- You marry.
- The birth or legal adoption of a person who qualifies as your dependent.
- Termination or commencement of your spouse's employment.
- You switch from part-time to full-time, or vice versa.
- You or your spouse takes an unpaid leave of absence.
- There is a significant change in health coverage for yourself or your spouse due to your spouse's employment.

Unless you have a change in family status, you will only be permitted to change your election in January, which becomes effective on February 1 of the following Plan Year.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan.

The Employer bears the entire cost of administering this Plan. Benefits under this Plan are paid from the general funds of the Employer and are self-administered by the Employer.

The Superintendent is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status and rights of any person claiming benefits

under this Plan. The Superintendent has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Superintendent must be consistent with the terms and conditions of any applicable collective bargaining agreement.

While it is anticipated that the Summary Plan Description adequately describes the material provisions of the Plan, it is the plan document which ultimately governs the Plan along with rules and regulations and other procedures developed by the Superintendent.

If any benefit provided under this Plan is denied, you or your beneficiaries may request a full review by writing to the Plan Administrator within 60 days of the denial. Be sure to state in your letter why you believe the benefit should not have been denied and submit any relevant data, questions, or comments. Ordinarily, a decision will be returned to you in writing not later than 60 days after you request the review. However, if additional information is required, the review may take longer but in no circumstances will this decision be rendered later than 120 days after your request.

Nothing in this Plan or this Summary Plan description in any way creates an expressed or implied contract of employment.

The Employer intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Employer reserves the right to amend, modify, or terminate this Plan, consistent with the terms and conditions of any applicable collective bargaining agreement.

As a participant in the Brooklyn City School District Health Insurance Incentive Plan, you are entitled to certain rights and protections.

Examine without charge at the Plan Administrator's office all plan documents, including collective bargaining agreements and copies of all plan documents.

Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Health Insurance Incentive Plan/Application - See Appendix E

## ARTICLE 502: PROFESSIONAL MEETINGS

502.01 Teachers wishing to attend a professional meeting or pursue professional growth opportunities shall submit their request to the Building Principal and Superintendent for approval.

502.02 If a teachers request is approved, the Building Principal shall notify the teacher of the maximum expenditure for such approval. These days shall be charged as School Business Leave.

502.03 A. Upon return from an approved professional development leave, the teacher shall provide the Treasurer with receipts displaying expenditures so as to receive proper reimbursement.

B. Expenses

1. Travel: The Board will pay transportation costs not to exceed the amounts shown below, dependent on whichever is more expedient and/or economical:

<u>Per Mile</u>	<u>Air Coach Fare</u>
IRS rate	\$500.00
In effect at the time of the travel.	

2. Lodging and Meals: The Board will pay the per diem costs for lodging and meals not to exceed the amounts shown below:

	<u>Lodging</u>	
<u>One Person</u>		<u>Two or More People</u>
\$100.00		\$65.00 per person

Meals  
\$40.00 maximum per day

3. Registration Fee: Registration fees will be paid by the Board. Any part of the registration fee that includes membership dues will not be paid by the Board.

4. All statements of expenses must be accompanied by the original receipts for transportation, lodging and meals. The final summary statement should be in such form that it may be filed for audit. If receipts and statements of expenses are not presented, expenses will not be paid by the Board.

502.04 When requested to attend professional meetings during the school year, teachers will receive a stipend of \$50 for any meeting outside of Cuyahoga County that requires attendance or travel outside of the scheduled teacher workday.

502.05 When requested to attend professional meetings that are held inside the State of Ohio but outside the school calendar, teachers will receive the supplemental curriculum writing rate for time spent at the meeting. For meetings held outside the State of Ohio and outside of the school calendar, teachers will receive a stipend of \$100 for each day spent at the meeting.

ARTICLE 503: SEVERANCE PAY

- 503.01 A. Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has five (5) or more years of service under the Ohio State Teachers Retirement System (STRS) may elect at the time of his/her retirement from active service to receive severance pay in the amount equal to 32% of his/her accrued but unused sick leave days to a maximum of 310 days times the per diem rate of said employee's yearly contractual salary in effect at the time of retirement. Computation shall be carried out to the nearest .25 of a day.
- B. Any employee who elects the Lump Sum Retirement Buyout shall receive his/her severance pay in one payment within sixty (60) days following the retirement.
- 503.02 Supplemental contracts, overtime or any other compensation will not be included in the calculation.
- 503.03 As used herein, the word "retirement" means "full permanent retirement" with regard to age and years of service as defined by the Ohio State Teachers Retirement System.
- 503.04 Any employee who dies prior to severing employment who would otherwise have been entitled to such payment, shall be deemed to have "retired" the day preceding his/her death. Said payment for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

ARTICLE 504: SALARY DISTRIBUTION

- 504.01 The annual salary will be divided into twenty-six (26) payments as appropriate and will be made every other Friday as per pay schedule listed in Appendix D. On occasional years, when the 27 pay cycle would occur, a form shall be sent by the Treasurer with the first paycheck in June notifying the bargaining unit of the 27 pay situation for the next school year.
- 504.02 Effective July 1, 2010, all employees shall be paid through direct (electronic) deposit. On each pay date, teachers will have the ability to access their payroll data via a secured web account that will be provided by the District.

ARTICLE 505: PAYMENT FOR PERIOD SUBSTITUTION

- 505.01 Teachers will be asked to substitute only when a qualified full-day substitute cannot be found.
- 505.02 If a teacher is called upon to substitute during a period normally unassigned, that teacher will be paid the schedule amount per period or major fraction thereof. Less than one half ( $\frac{1}{2}$ ) period substitution, and any voluntary substitutions arranged between equally qualified teachers, will not be compensated.
- 505.03 If a normal rotation assignment does not fill the needed substitution, the administration can assign the person next on the rotation list to substitute with compensation.

ARTICLE 506: SUPPLEMENTAL PAY SCHEDULE

506.01 The Supplemental Pay Schedule for the duration of this Agreement is set forth in Appendix B. (Those salaries will remain in effect for the duration of the Agreement). The Board and Administration reserve the right to create new supplemental positions, and to restructure positions (provided duties are not increased during the term of an individual's supplemental contract). If a new position is created, or if the duties and time commitments of a present position are materially changed, then either party may request negotiations as to the appropriate rate for the position. Upon such a request, negotiations shall be commenced within ten (10) days. If the parties cannot agree within fifteen (15) days, the dispute will be submitted to expedited arbitration.

506.02 Supplemental Salary Committee

- A. A Supplemental Salary Committee shall be established by October 31, 2006, to address any necessary modifications to all supplemental contracts. This Committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:
  - 1. The determination of the appropriate compensation for any newly added or restructured supplemental positions;
  - 2. Changes in the present supplemental salary schedules; and
  - 3. Increasing/decreasing the number of coaches and/or advisors.
- B. This Committee shall meet once each year or more often upon agreement of a majority of the Committee.
- C. Any action of the Committee shall be in writing, signed by a three-fourths ( $\frac{3}{4}$ ) majority of the full membership of the Committee.
- D. The work of the Committee shall continue on an annual basis. Once a majority is achieved on any and all modifications to supplemental contracts, each teacher will be issued a copy of an updated schedule of the revised version of this Article by May 1, complete with salary grid information. The updated schedule, complete with salary grid information, shall be considered part of the Agreement for the following contract year.

506.03 Extended Days

- A. Due to job responsibilities, extended days beyond the normal teacher's school year will be granted to librarians and school counselors. Pay will be at the per diem rate of pay of that person's base salary.
- B. Unless otherwise mutually agreed, High School and Elementary librarians shall receive a minimum of four (4) days prior to and four (4) days at the end of each school year.

- C. Unless otherwise mutually agreed, each school counselor and each School Psychologist shall receive a minimum of five (5) days prior to and five (5) days at the end of each school year.
- D. Additional days may be granted at the request of either the individual or the building principal with the approval of the superintendent.
- E. Schedules for school counselors may be adjusted upon agreement of the administration to take into account hours spent for evening responsibilities.

ARTICLE 507: SALARY SCHEDULE

507.01 Base Salary [1% increase effective August 1, 2013]

- A. Effective August 1, 2013, the BA base salary on the present index shall be \$39,434. (Appendix C)

507.02 Longevity Steps

A longevity step which is equal to three percent (3%) of the BA base salary shall be paid to all teachers who are at the 27th step of the salary schedule or above.

The table below shall be modified to reflect the salary increase as defined in 507.01

Steps	August 1, 2011	August 1, 2012
0	\$22.92	\$23.26
1	\$24.02	\$24.38
2	\$25.19	\$25.57

507.03 Salary Schedule Placement

Bargaining unit members shall be placed on the salary schedule according to the highest degree they have attained. The masters column and beyond must be graduate hours.

Teachers new to the District shall receive a maximum of five years credit for their prior service with the following exceptions.

- A. S.T.R.S. retirees may be rehired and granted from a minimum of 5 years to a maximum of 10 years credit for their prior service.
- B. Teachers in the following areas may be granted up to ten years credit for their prior service: (Psychologist, School Counselor, Speech and Hearing Therapist)

All credit for additional training must be presented to the Superintendent for consideration within three (3) weeks after the first teacher day at the beginning of the school year. The Superintendent may extend this period by four (4) weeks due to unusual circumstances.

A minimum of 120 days of service in one school year shall be required to advance one year on the salary schedule. Teachers earning a minimum of 90 days through 119 days of service in one school year shall advance ½ year on the salary schedule.

ARTICLE 508: TUTORS AND EDUCATIONAL ASSISTANTS

- 508.01 Tutors and Educational Assistants shall conduct parent conferences in the same manner and at the same schedule as do regular classroom teachers. During such time, the tutors will be paid at their hourly rate.
- 508.02 Tutors and Educational Assistants shall attend scheduled open house and will be paid their hourly rate for such attendance.
- 508.03 Tutors and Educational Assistants will be evaluated in accordance with the provisions of Article 308 and shall have all rights thereunder.
- 508.04 Certificated/Licensed Education Assistants shall acquire and retain seniority rights only for the certificated/Licensed position of Education Assistant. A RIF affecting the position of certificated/Licensed Education Assistant shall accord layoff, bumping, and recall rights to the position of Education Assistant. Certificated/Licensed Education Assistants shall have no rights affecting layoffs and recalls among the other bargaining unit positions.
- 508.05 Tutors and Education Assistants shall be entitled to all other rights and benefits set forth in the Agreement for bargaining unit members.
- 508.06 Tutors and Education Assistants Salary Schedule (same % increase as base).

Steps	August 1, 2011	August 1, 2012
0	\$22.92	\$23.26
1	\$24.02	\$24.38
2	\$25.19	\$25.57

ARTICLE 509: RETIREMENT INCENTIVE PLAN AND EMPLOYMENT OF RETIRED TEACHERS

509.01 EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

- A. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Brooklyn City Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within

their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.

- B. Retired teachers who are rehired are eligible to participate in the Board's health insurance coverage on par with any other teacher as specifically provided for in this Agreement.
- C. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be in accordance with Article 507.03. Likewise, notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Brooklyn City School District Board of Education shall be in accordance with Article 507.03. Salary placement for the appropriate education column shall be fully recognized. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to Revised Code Section 3317.13
- D. Seniority for retired teachers newly hired by the Board as well as for Brooklyn teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.
- E. Teachers employed by the Board after retirement are restricted to one-year limited contracts of employment and are not eligible for continuing contract status. As such, the parties expressly supersede and replace any contrary provisions of Ohio Revised Code Section 3319.11.
- F. For purposes of reduction in force (Article 310) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.
- G. There will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave may accumulate from year to year for retired teachers in accordance with Ohio Revised Code Section 3319.141.
- H. Teachers employed by the Board after retirement will be given one-year limited contracts only, and such individuals do not have an entitlement to the evaluation provisions of the collective bargaining agreement. Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise. If renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections

3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

- I. Reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.35.
- J. The parties expressly agree and fully intend this provision will supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

#### ARTICLE 510: RESIDENT EDUCATOR PROGRAM

510.01 The Parties agree to establish a Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards.

##### 510.02 Purpose of the Resident Educator Program

The Resident Educator Program is a four academic year entry-level program for classroom teachers that includes a performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education, and a formal program of support, which shall include mentoring to foster professional growth of the Resident Educator that is congruent with the required performance-based assessment and counseling to ensure that the Resident Educator receives needed professional development. Successful completion of the Resident Educator Program is required to qualify for a 5-year professional educator license.

##### 510.03 Required Participation in the Resident Educator Program

All teachers who meet the following requirements must participate in the Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards:

- A. hold a valid resident educator license, an alternative resident educator license of any type, or a one-year out-of-state educator license;
- B. teach at least two classes or .25 Full Time Equivalent ("FTE") in their area of licensure;
- C. are responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress;
- D. work at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program; and

- E. are assigned an ODE-certified, trained mentor by the administration.

Teachers will apply for a valid resident educator license or alternative resident educator license as soon as they are eligible.

510.04 Resident Educators are not required to complete an Individual Professional Development Plan (“IPDP”) nor utilize the Local Professional Development Committee (“LPDC”) process.

510.05 Mentor Qualifications

Mentors are selected by the administration based on demonstrated knowledge, experience and qualities that are consistent with responsibilities of mentoring in accordance with the Ohio Department of Education Resident Educator Program Standards. Teachers are eligible to apply to serve as mentors in the Resident Educator Program so long as they satisfy the following qualifications:

- A. a current, five-year professional license or two-year provisional license that has been renewed two or more times;
- B. at least five (5) years of teaching experience;
- C. recent classroom experience within the last five (5) years;
- D. successful completion of the mentor application process;
- E. selection by the administration to attend the state-sponsored mentor training;
- F. successful completion of all state-sponsored mentor training including, but not limited to, Instructional Mentoring and Resident Educator-1; and
- G. commitment to adhere to the Ohio Department of Education Resident Educator Program Standards for mentors.

510.06 Assignment of Mentors

Mentors shall be assigned to work with individual teachers in the Resident Educator Program by the administration. Individual assignments shall be made at the sole discretion of the administration and for a term of one school year. Mentor participation shall be voluntary. The cost of the required training shall be paid by the Board.

510.07 Teachers who successfully serve as mentors for the entire school year will be paid according to the supplemental contract schedule. Teachers who do not complete their commitment shall be paid a portion of the stipend proportionate to the amount of time served as a mentor.

510.08 The Board has the right to contract out for mentors if no teachers volunteer to serve as mentor(s) and/or if no teachers meet the requirements laid out in Section 510.05, the law, and/or the Ohio Department of Education Resident Educator Program Standards.

510.09 If the mentor or Resident Educator is unable to resolve differences with the other, they may request a reassignment from the administration. Reassignment requests will be evaluated by the administration and may be granted at the sole discretion of the administration. Approval for reassignment shall not be unreasonably withheld.

510.10 The Resident Educator Program shall not replace the negotiated teacher evaluation system and shall not be used to evaluate a Resident Educator.

#### ARTICLE 511: SECTION 125 PLAN

511.01 The Board shall offer a Section 125 Plan to members of the BEA bargaining unit. Employees will be offered the opportunity to receive information about this option. It is understood that each individual's unique circumstances may make this Section 125 Plan more or less attractive as an option; however, each benefit must have a minimum of five (5) persons to be included. The enrollment period shall be between December 1 and December 31 of each calendar year. Enrollment information will be provided to bargaining unit members during the first week of the enrollment period.

511.02 The parties agree that the Board shall have the sole authority to select and contract with a Third Party Administrator to manage and administer the Section 125 Plan, to the extent that there are no additional costs to the district or the BEA.

511.03 The parties agree that all administrative charges would be shared by each employee who wishes to participate in the 125 Plan. Those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction.

511.04 A copy of the Plan Document shall be provided to the BEA president within 30 days of ratification of the agreement by the parties.

511.05 A participant shall no longer participate in this Plan upon the occurrence of the termination of employment; the employee's death, or the termination of the plan.

A. If a participant terminates employment with the employer for any reason other than death, his participation in the Plan shall be governed in accordance with the following:

1. With regard to a dependent care assistant program, the participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such participant may submit claims for employment related dependent care expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his dependent care assistance account as of his date of termination.
2. With regard to a health care reimbursement plan, the participant's participation in the Plan shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the health care reimbursement fund and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However such contributions after

termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to non-renewal of the employee's contract, death or involuntary termination, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.

- B. If a participant dies during the plan year, participation in the Plan shall cease. However, such participant's beneficiaries, or a representative of the participant's estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Plan benefit dollars allocated to each specific benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his/her dependents or a representative of the estate.

511.06 Benefits under the Plan shall be financed by salary redirection sufficient to support benefits that a participant has elected hereunder and to pay the participant's premium expenses. The salary administration program of the employer shall be revised to allow each participant to agree to reduce his pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such salary redirection shall be specified in a Salary Redirection Agreement and shall be applicable for a plan year. Notwithstanding the above, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Plan benefit dollars and allocated to the funds or accounts established under the Plan pursuant to the participant's elections made.

#### ARTICLE 512: NATIONAL BOARD CERTIFICATION

After July 31, 2006, for bargaining unit members who achieve National Board Certification in a content area in which the member teaches, the Board will pay, upon verification of same, a one-time stipend of \$750.00, to be paid through regular payroll in a lump sum payment.

#### ARTICLE 600 PROGRESSIVE DISCIPLINE

600.01 No Bargaining Unit Member shall be disciplined without just cause. Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

First offense situations and any subsequent offenses where such action is deemed appropriate by the administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a member to letters of reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.

A. Progressive Discipline Steps

The following steps of progressive discipline will be used by the administration:

Step 1 – Verbal Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension with or without pay, not to exceed five (5) days

Step 4 – Termination in accordance with O.R.C 3319.16

- Steps maybe bypassed for flagrant violations

B. During an investigation the bargaining unit member may be assigned to home without loss of pay or benefits.

C. Before a bargaining unit member is issued a written reprimand or is suspended without pay for not more than five (5) days, the bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring a BEA or OEA representative to the meeting, provided the meeting will not be delayed beyond the end of the following school day to accommodate the attendance of a representative.

D. Following the hearing the bargaining unit member and representative will be advised in writing of the discipline to be imposed.

E. Bargaining unit members have the right to appeal any discipline issued for steps 1, 2, and 3 through the grievance procedure of this Agreement. Step 4, termination shall be through the R.C. 3319.16 statutory procedure.

ARTICLE 700  
SCOPE, DURATION AND EFFECT

701.01 It is mutually agreed that this agreement constitutes the entire scope of the contract between the Brooklyn City School District Board of Education and the Brooklyn Education Association.

701.02 All items in this Master Contract shall remain in full force and effect through and including July 31, 2014 unless mutually amended through the collective bargaining process or other mutually agreed manner. Should a court of final jurisdiction rule that a provision of this contract is in violation of ORC 4117, and is not a prohibited area of negotiations or violation of federal law, then the parties agree to renegotiate using the procedure in Article 200 within 30 days of the court's ruling. Only the provision ruled on by the court shall be null and void while the remainder of the contract remains in full force and effect.

This Agreement entered into the 20<sup>th</sup> day of August, 2013 by the Brooklyn Education Association and The Board of Education of the Brooklyn City School District:

Brooklyn Education Association

Board of Education of the  
Brooklyn City School District

Tammy Ryan  
Tammy Ryan, President

Cynthia Walker  
Cynthia Walker, Superintendent

M<sup>r</sup>. A. Ferian  
Marti Ferian, Treasurer

**APPENDIX A  
PERSONAL LEAVE REQUEST FORM**

Use of personal leave shall follow provisions set forth in the BEA/BCE contractual agreements. This form must be used to request personal leave.

**I am requesting approval of the following personal leave:**

Day of the week: M  T  W  TH  F

Full day: date \_\_\_\_\_

Half day: a.m.  date \_\_\_\_\_ p.m.  date \_\_\_\_\_

Quarter day: a.m.  date \_\_\_\_\_ time from \_\_\_\_\_ to \_\_\_\_\_

p.m.  date \_\_\_\_\_ time from \_\_\_\_\_ to \_\_\_\_\_

Number of personal leave days already approved/used this school year: \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date of Request \_\_\_\_\_

Principal/Supervisor's Approval \_\_\_\_\_ Approval Date \_\_\_\_\_

Principal/Supervisor's NON-Approval \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Approval \_\_\_\_\_ Date \_\_\_\_\_

For board office use only: Sub info noted \_\_\_\_\_ Employee notified \_\_\_\_\_ Copy to Payroll \_\_\_\_\_ Copy/File \_\_\_\_\_

Revised 1/2009

**PERSONAL LEAVE REQUEST FORM**

Use of personal leave shall follow provisions set forth in the BEA/BCE contractual agreements. This form must be used to request personal leave.

**I am requesting approval of the following personal leave:**

Day of the week: M  T  W  TH  F

Full day: date \_\_\_\_\_

Half day: a.m.  date \_\_\_\_\_ p.m.  date \_\_\_\_\_

Quarter day: a.m.  date \_\_\_\_\_ time from \_\_\_\_\_ to \_\_\_\_\_

p.m.  date \_\_\_\_\_ time from \_\_\_\_\_ to \_\_\_\_\_

Number of personal leave days already approved/used this school year: \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date of Request \_\_\_\_\_

Principal/Supervisor's Approval \_\_\_\_\_ Approval Date \_\_\_\_\_

Principal/Supervisor's NON-Approval \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Approval \_\_\_\_\_ Date \_\_\_\_\_

For board office use only: Sub info noted \_\_\_\_\_ Employee notified \_\_\_\_\_ Copy to Payroll \_\_\_\_\_ Copy/File \_\_\_\_\_

Revised 1/2009

**APPENDIX B**

**BROOKLYN CITY SCHOOL DISTRICT  
SUPPLEMENTAL TEACHING ASSIGNMENTS**

<b>SUPPLEMENTAL</b>	<b>RATIO</b>	<b>2013-14</b>
		<b>36,082</b>
<b>FALL ATHLETICS</b>		
Faculty Manager	0.1455	5,249.93
<b>Football</b>		
Head Varsity Coach	0.1750	6,314.35
Asst. Varsity Coach	0.1312	4,733.96
9th Grade Coach	0.1050	3,788.61
Head Middle School Coach	0.0963	3,474.70
Asst. Middle School Coach	0.0875	3,157.18
<b>Volleyball</b>		
Head Varsity Coach	0.1600	5,773.12
JV Coach	0.1200	4,329.84
9th Grade Coach	0.0960	3,463.87
8th Grade Coach	0.0800	2,886.56
7th Grade Coach	0.0800	2,886.56
<b>Cross Country</b>		
Head Varsity Coach	0.0870	3,139.13
<b>Golf</b>		
Head Varsity Coach	0.0870	3,139.13
<b>Soccer</b>		
Head Varsity Coach	0.1550	5,592.71
JV Boys Soccer Coach	0.1163	4,196.34
<b>Cheerleading - Fall</b>		
Head Cheerleading Coach	0.0625	2,255.13
JV Cheerleading Coach	0.0470	1,695.85
Middle School Cheerleading Coach	0.0235	847.93
<b>WINTER ATHLETICS</b>		
<b>Boys Basketball</b>		
Head Varsity Coach	0.1750	6,314.35
JV Basketball Coach	0.1312	4,733.96
9th Grade Coach	0.1050	3,788.61
8th Grade Coach	0.0875	3,157.18
7th Grade Coach	0.0875	3,157.18
<b>Girls Basketball Coach</b>		
Head Varsity Coach	0.1750	6,314.35
JV Basketball Coach	0.1312	4,733.96
9th Grade Coach	0.1050	3,788.61
8th Grade Coach	0.0875	3,157.18
7th Grade Coach	0.0875	3,157.18

<b>Wrestling</b>		
Head Varsity Coach	0.1750	6,314.35
Varsity Asst. Coach	0.1312	4,733.96
Head Middle School Coach	0.0935	3,373.67
<b>Ice Hockey</b>		
Head Varsity Coach	0.1600	5,773.12
Varsity Asst. Coach	0.1200	4,329.84
<b>Cheerleading - Winter</b>		
Head Varsity Coach	0.0625	2,255.13
JV Cheerleading Coach	0.0470	1,695.85
Middle School Cheerleading Coach	0.0344	1,241.22
<b>Swimming</b>		
Head Varsity Coach	0.0860	3,103.05
Varsity Asst. Coach	0.0560	2,020.59
<b>Spring Athletics</b>		
<b>Track</b>		
Head Varsity Coach	0.1550	5,592.71
Varsity Asst. Coach	0.1163	4,196.34
Middle School Head Coach	0.0853	3,077.79
Middle School Asst. Coach	0.0775	2,796.36
<b>Baseball</b>		
Head Varsity Coach	0.1550	5,592.71
Varsity Asst. Coach	0.1163	4,196.34
JV Coach	0.1163	4,196.34
<b>Softball</b>		
Head Varsity Coach	0.1550	5,592.71
Varsity Asst. Coach	0.1163	4,196.34
JV Coach	0.1163	4,196.34
<b>CLUB SUPPLEMENTALS</b>		
Dramatics Club Advisor	0.0164	591.74
English Honorary Advisor	0.0164	591.74
Foreign Language Honorary Advisor	0.0164	591.74
German Club Advisor	0.0164	591.74
Key Club Advisor	0.0164	591.74
MU Alpha Theta Advisor	0.0164	591.74
National Honor Society Advisor - H.S.	0.0294	1,060.81
National Honor Society Advisor - M.S.	0.0196	707.21
National Arts Honor Society - H.S.	0.0140	505.15
PANDA (M.S.T.I's)	0.0164	591.74
Pep Club Advisor - H.S.	0.0164	591.74
Pep Club Advisor - M.S.	0.0164	591.74
Prom Advisor	0.0210	757.72
Safety Patrol Advisor	0.0294	1,060.81
Ski Club Advisor - H.S.	0.0164	591.74
Ski Club Advisor - M.S.	0.0164	591.74
Spanish Club Advisor	0.0164	591.74

Student Council - Elementary	0.0250	902.05
Student Council - Middle School	0.0280	1,010.30
Student Council - High School	0.0450	1,623.69
<b>MISCELLANEOUS SUPPLEMENTALS</b>		
Audio- Technical Director	0.1069	3,857.17
Public Relations/School Community (for summer hours only)		
Entry Level Teacher Mentor	0.0500	1,804.10
<b>PERFORMING SUPPLEMENTALS</b>		
Choral Director	0.0700	2,525.74
Choreographer Show Choir	0.0294	1,060.81
Concert Band Director	0.0700	2,525.74
Asst. Concert Band Director	0.0420	1,515.44
Drama Director (per performance)		
Musical	0.0624	2,251.52
3 - Act Drama	0.0416	1,501.01
Middle School Play	0.0374	1,349.47
Hurricette/Majorette Advisor	0.0420	1,515.44
Marching Band Director	0.0986	3,557.69
Asst. Marching Band Director	0.0700	2,525.74
Musical - Choral Director	0.0350	1,262.87
Musical - Instrumental Director	0.0310	1,118.54
Musical - Pianist	0.0294	1,060.81
Show Choir Director	0.0420	1,515.44
Stage Set Director (per performance)	0.0330	1,190.71
Elementary Music Director	0.0140	505.15
<b>SUPERVISION SUPPLEMENTALS</b>		
Class Trip Chaperone/day (4 hours or more beyond school day)	0.0026	93.81
Class Trip Chaperone - Overnight/day	0.0030	108.25
Class Trip Coordinator - in conjunction with chaperone pay/day	0.0037	133.50
Curriculum Writing/hour	0.00054	19.48
Detention Supervisor/session	0.00059	21.29
DPPF/hour	0.00068	24.54
Home Instruction/hour	0.00068	24.54
Intramural Supervision/hour	0.00059	21.29
Night Supervision - HS - MS - Elem/hour	0.00059	21.29
Period Substitution/period	0.00065	23.45
Proficiency Remediation/hour	0.00068	24.54
Saturday School Monitor/hour	0.00068	24.54
State Approved Tutor/hour	0.00068	24.54
Summer School/hour	0.00068	24.54
<b>CURRICULAR SUPPLEMENTALS</b>		
Annual Advisor (with release period)	0.0800	2,886.56
Annual Advisor (without release period)	0.1200	4,329.84
504 Coordinator - Grades 9-12	0.0935	3,373.67

Building Coordinator Computer Web Services	0.0514	1,854.61
Department Chairperson (PK-12 or 9-12)	0.0935	3,373.67
Business/Ind. Tech./Home Ec. 9-12	0.0935	3,373.67
Cultural Arts (Music, Art) PK -12	0.0935	3,373.67
Foreign Language PK-12	0.0935	3,373.67
Guidance/Special Education PK -12	0.0935	3,373.67
Health/PE PK -12	0.0935	3,373.67
Language Arts, Drama 9-12	0.0935	3,373.67
Library/Media PK-12	0.0935	3,373.67
Mathematics 9-12	0.0935	3,373.67
Science 9-12	0.0935	3,373.67
Social Studies 9-12	0.0935	3,373.67
Middle School Team Leaders	0.0935	3,373.67
Sixth Grade	0.0935	3,373.67
Seventh Grade	0.0935	3,373.67
Eighth Grade	0.0935	3,373.67
Practical Arts 6-8	0.0935	3,373.67
Intervention 6-8	0.0935	3,373.67
Elementary Team Leaders PK-2 or 3-5	0.0935	3,373.67
PK-Kindergarten	0.0935	3,373.67
First Grade	0.0935	3,373.67
Second Grade	0.0935	3,373.67
Third Grade	0.0935	3,373.67
Fourth Grade	0.0935	3,373.67
Fifth Grade	0.0935	3,373.67
Practical Arts PK-2	0.0935	3,373.67
Practical Arts 3-5	0.0935	3,373.67
Intervention PK-2	0.0935	3,373.67
Intervention 3-5	0.0935	3,373.67
Independent Study/hour	0.00068	24.54
LPDC Member	0.0500	1,804.10
Memory Book (Rodoan/Brookridge)	0.0164	591.74
Memory Book (Middle School)	0.0492	1,775.23
Newspaper Advisor - HS (with release period)	0.0800	2,886.56
Newspaper Advisor - HS (without release period)	0.1200	4,329.84
Newspaper Advisor - MS	0.0492	1,775.23

**APPENDIX C  
BROOKLYN CITY BOARD OF EDUCATION  
AUGUST 1, 2013 - SALARY SCHEDULE**

Base Salary \$39,434

STEP	INDEX	BA CLASS II	INDEX	BA+12 CLASS III	INDEX	BA+24 CLASS IIIA	INDEX	MA/BA+36 CLASS IV	INDEX	MA+15 CLASS V
0	1.000	39,434	1.020	40,223	1.050	41,406	1.098	43,299	1.127	44,442
0.5	1.020	40,223	1.040	41,011	1.070	42,194	1.118	44,087	1.147	45,231
1	1.039	40,972	1.059	41,761	1.089	42,944	1.137	44,836	1.166	45,980
1.5	1.059	41,761	1.079	42,549	1.109	43,732	1.158	45,665	1.186	46,769
2	1.078	42,510	1.098	43,299	1.128	44,482	1.178	46,453	1.205	47,518
2.5	1.098	43,299	1.118	44,087	1.148	45,270	1.197	47,202	1.225	48,307
3	1.118	44,087	1.137	44,836	1.167	46,019	1.216	47,952	1.245	49,095
3.5	1.167	46,019	1.186	46,769	1.216	47,952	1.275	50,278	1.304	51,422
4	1.216	47,952	1.235	48,701	1.265	49,884	1.333	52,566	1.362	53,709
4.5	1.246	49,135	1.265	49,884	1.295	51,067	1.363	53,749	1.392	54,892
5	1.275	50,278	1.294	51,028	1.324	52,211	1.392	54,892	1.421	56,036
5.5	1.304	51,422	1.324	52,211	1.354	53,394	1.422	56,075	1.451	57,219
6	1.333	52,566	1.353	53,354	1.383	54,537	1.451	57,219	1.480	58,362
6.5	1.363	53,749	1.383	54,537	1.413	55,720	1.481	58,402	1.510	59,545
7	1.392	54,892	1.412	55,681	1.442	56,864	1.510	59,545	1.539	60,689
7.5	1.422	56,075	1.442	56,864	1.472	58,047	1.540	60,728	1.569	61,872
8	1.451	57,219	1.471	58,007	1.501	59,190	1.569	61,872	1.598	63,016
8.5	1.481	58,402	1.500	59,151	1.530	60,334	1.598	63,016	1.627	64,159
9	1.510	59,545	1.529	60,295	1.559	61,478	1.627	64,159	1.656	65,303
9.5	1.544	60,886	1.564	61,675	1.594	62,858	1.662	65,539	1.692	66,722
10	1.578	62,227	1.598	63,016	1.628	64,199	1.696	66,880	1.725	68,024
10.5	1.613	63,607	1.633	64,396	1.663	65,579	1.731	68,260	1.760	69,404
11	1.647	64,948	1.667	65,736	1.697	66,919	1.765	69,601	1.794	70,745
11.5	1.682	66,328	1.700	67,038	1.730	68,221	1.799	70,942	1.828	72,085
12	1.716	67,669	1.733	68,339	1.763	69,522	1.833	72,283	1.862	73,426
12.5							1.868	73,663	1.897	74,806
13							1.902	75,003	1.931	76,147
13.5							1.937	76,384	1.966	77,527
14							1.971	77,724	2.000	78,868
18	1.746	68,852	1.763	69,522	1.793	70,705	2.001	78,907	2.030	80,051
23	1.776	70,035	1.793	70,705	1.823	71,888	2.031	80,090	2.060	81,234
27	1.806	71,218	1.823	71,888	1.853	73,071	2.061	81,273	2.090	82,417

**APPENDIX D- PAY DATES**

	2013-2014
1	8/16/2013
2	8/30/2013
3	9/13/2013
4	9/27/2013
5	10/11/2013
6	10/25/2013
7	11/8/2013
8	11/22/2013
9	12/6/2013
10	12/20/2013
11	1/3/2014
12	1/17/2014
13	1/31/2014
14	2/14/2014
15	2/28/2014
16	3/14/2014
17	3/28/2014
18	4/11/2014
19	4/25/2014
20	5/9/2014
21	5/23/2014
22	6/6/2014
23	6/20/2014
24	7/4/2014
25	7/18/2014
26	8/1/2014

## APPENDIX E

### APPLICATION FOR PARTICIPATION HEALTH INSURANCE INCENTIVE PLAN

\_\_\_\_\_ (applicant) being an employee of Brooklyn City Schools and a member of the bargaining unit defined in the negotiated agreement between the Brooklyn City Board of Education (Board) and the Brooklyn education Association (BEA) makes application for participation in the Health Insurance Incentive Plan (the plan). In connection with that application, and in consideration of the benefits provided under the plan, applicant makes the following representations.

I am a full-time employee of the Brooklyn City Schools and a member of the bargaining unit as defined in the negotiated agreement between the Board and the BEA.

I request the Board to cease making premium payments on my behalf for the purchase of Board provided health insurance, including premium payments for the purchase of hospital surgical and major medical coverage for me as an employee of the Brooklyn City Schools.

I understand that upon the cessation of premium payments on my behalf, I will no longer be a policyholder insured under the Board provided hospital, surgical, and major medical insurance plan; and with respect to claims incurred on or after the first day of the month following acceptance into the plan. I will have no claim against either the Board's insurance carrier or the Board for insurance benefits formerly available to me under the Board provided health insurance plans except as to claims I might have as an insured dependent.

I understand the nature and extent of board provided health insurance benefits which I am losing as a result of my participation in the plan and I have had the opportunity to ask any questions, to inspect and copy any and all documents relevant to the Board provided health insurance plans, to consult with my BEA representatives, insurance advisors and legal counsel prior to making this application.

My request that the Board no longer make premium contributions on my behalf for the purchase of Board provided health insurance coverage is freely and voluntarily made and I hereby, for must, my insured dependents and my heirs, release the Board, its members, officers and employees, the insurance carriers providing group health insurance coverage to the Board and the BEA, its officers, members and affiliates from any and all liability of any kind arising out of or in any way connected with my participation in the plan.

I further understand that payments made to me during my participation in the plan will be made monthly beginning with the first month following acceptance of this application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.

I will notify the Treasurer in writing of any involuntary change in my insurance coverage while participating in the plan and will re-enroll in the Board provided health insurance plans not later than the third Monday of the month following the loss of that coverage or the loss of any continuation of that coverage, whichever is later. Other than in the case of an involuntary loss of insurance coverage, I understand that my right to re-enroll in Board provided health insurance plans might be limited to the annual enrollment period or enrollment periods determined by the insurance carriers. In the event of re-enrollment in Board provided health insurance plans, I will no longer be eligible to participate in the Health Insurance Incentive Plan and all payments to me under this plan will cease.

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Approved: \_\_\_\_\_

## **APPENDIX F**

### **Brooklyn Education Association Sick Leave Bank Policy**

The Sick Leave Bank was established to assist BEA members who have exhausted their supply of accumulated sick days due to situations beyond their control.

1. In order to be eligible to withdraw days, an employee must have contributed to the Sick Leave Bank during an uncapped year; however, members who have been prevented from contributing due to “capped years” who borrow from the Sick Leave Bank will donate one sick day to the bank as soon as it falls below the capped amount.
2. All contributions must be made by September 30<sup>th</sup> of each year or the date that the unified dues are due.
3. Requests may only be made when an employee has exhausted all accrued sick leave and advancements.
4. Withdrawals will be limited to 5 days per year per eligible employee, except in cases deemed by the Sick Leave Bank committee to be catastrophic or medically necessary, however, under no circumstances will the amount of days granted to any one employee exceed thirty (30).
5. All requests must, at a minimum, meet the guidelines set forth in the contract as valid use of sick leave.
6. At a minimum, members eligible for donation will be guaranteed an amount equal to the number of days contributed by that member as determined by the BEA.
7. Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods may not qualify for Sick Leave Bank donation. A doctor’s recommendation will be considered in evaluating the request.
8. All requests must be made using the appropriate form and submitted to any committee member. Forms can be obtained from any building representative.
9. The Sick Leave Bank committee will meet within one week of the request.
10. The committee will be established at the beginning of each school year by the executive committee of the Brooklyn Education Association. The committee will be composed of at least 5 people with representation from each building. The BEA recording secretary will be responsible for maintaining all records for the Sick Leave Bank Committee.
11. In extraordinary circumstances, variances from these rules can be made upon agreement of the Committee and the Superintendent.

**APPENDIX G**

**Brooklyn Education Association Sick Leave Bank Application**

Name \_\_\_\_\_ Date \_\_\_\_\_

Building/position \_\_\_\_\_

Number of sick days used this school year \_\_\_\_\_

Date(s) of days requested \_\_\_\_\_

Reason for request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand and agree to the conditions of the Brooklyn Education Association's *Sick Leave Bank Policy* and have exhausted all of my accumulated sick leave and advancements.

\_\_\_\_\_  
Signature

\_\_\_\_\_ Approved \_\_\_\_\_ days

\_\_\_\_\_ Denied

\_\_\_\_\_  
BEA President

\_\_\_\_\_  
BEA Recording Secretary

cc: Treasurer  
Applicant  
Building Principal

**APPENDIX H**  
**OTES EVALUATION FORMS**

Self-Assessment Summary Tool  
Professional Growth Plan  
Improvement Plan  
Improvement Plan: Evaluation of Plan  
Pre-Observation Planning and Lesson Reflection Resource Questions  
Teacher Performance Evaluation Rubric  
Classroom Walkthroughs/Informal Observation  
Informal Observation: General Form  
Informal Observation: Open-Ended Form  
Planning for the Post-Observation Conference  
Final Summative Rating

**Self-Assessment Summary Tool**

Name \_\_\_\_\_

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date \_\_\_\_\_

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

### Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u></p> <p align="center">Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u></p> <p align="center">supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><b>Goal 1: Student Achievement/Outcomes for Students</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

*The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.*

## Improvement Plan

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

## Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

## Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

### INSTRUCTIONAL PLANNING

#### FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

#### ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

#### PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

#### KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

### INSTRUCTION AND ASSESSMENT

#### LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

#### DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

#### RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

#### CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

#### ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

### PROFESSIONAL RESPONSIBILITIES

#### COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

#### PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

### Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	<b>ASSESSMENT DATA</b> (Standard 3: Assessment)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>            (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i>            Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING				
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p> <p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence			

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<p><b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p><b>Evidence</b></p>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center"><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, skilled or accomplished*.

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

### Informal Observation: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

**Directions:** This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

### Informal Observation: Open-Ended Form

Teacher Name:                      Grade(s)/Subject Area(s):                      Date:  
 Evaluator Name:                      Time Walkthrough Begins:                      Time Walkthrough Ends:

TIMES	OBSERVATIONS

**Evaluator Summary Comments:**

Evaluator Signature:

Photocopy to Teacher

## Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  - 1.
  - 2.
  - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  - 1.
  - 2.
  - 3.

## Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question
  - “How do you think the lesson went?”
2. Reinforcing the Teacher
  - Identify an area of Reinforcement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
3. Refining the Teacher’s Skill:
  - Identify an area of Refinement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
  - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

**APPENDIX I  
DISTRICT STUDENT GROWTH MEASURE INDEX  
Brooklyn OTES**

Teacher Category									
A-1 (Value-Added Only)	50%	+	N/A	+	0%	+	0%	=	50%
	must be 26-50%				must be 0-24%		must be 0-24%		must equal 50%
A-2 (Value-Added + Non-Value-Added)	Proportional to teacher schedule	+	N/A		Proportional to teacher schedule		0%	=	50%
	must be 10-50%		must be 0-40%		must be 0-40%		must be 0-40%		
B (Vendor Assessments)	N/A	+	25%	+	25%	+	0%	=	50%
			must be 10-50%		must be 0-40%		must be 0-40%		must equal 50%
C (LEA Measures)	N/A	+	N/A	+	50%	+	0%	=	50%
					must be 0-50%		must be 0-50%		must equal 50%



**APPENDIX K  
BROOKLYN CITY SCHOOL DISTRICT  
EVALUATION MATRIX**

**Ohio Teacher Evaluation System**

**Combining Teacher Performance and Student Growth Measures**

Each category's sub-scores are combined on the \*lookup table to determine rating. The vertical axis of the lookup table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the lookup table, a final summative rating will be determined. See Appendix C (under development, to be added at a later date) for further information.

		Teacher Performance			
		4	3	2	1
Student Growth	Exceeded	Exceeded	Exceeded	Exceeded	Developing
	Expected	Exceeded	Exceeded	Developing	Developing
	Below Expected	Developing	Developing	Exceeded	Exceeded

\*Pending state board adoption.

**CONSENSUS STATEMENTS**  
**Brooklyn Education Association and Brooklyn City BOE**  
**June 23, 2010**

During the negotiations which led to a successor agreement for the period July 1, 2010 through June 30, 2012, the parties reached consensus on the following non-contractual items:

- **Credit Flexibility** – At the time of the tentative agreement, the Board was continuing to address the General Assembly’s initiative regarding credit flexibility. The implementation of policy in this curricular area is within the purview and authority of the Board, however, to the extent that implementation of the policy affects the terms and conditions of employment, the Board acknowledges that such issues may need to be formally addressed through negotiations with the BEA. In addition, the parties agreed that an open and ongoing dialogue continue relative to credit flexibility and that a memorandum of understanding may be appropriate as those issues come into focus.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Tim Myers, Secretary-Treasurer  
Larry E. Wicks, Executive Director

STATE EMPLOYMENT  
RELATIONS BOARD

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

2013 AUG 28 P 1:38

August 26, 2013

State of Ohio  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

RE: Brooklyn Education Association

Gentlemen:

Please find enclosed one (1) copy of the completed Collective Bargaining Agreement between the Brooklyn City School District Board of Education and the Brooklyn Education Association effective from August 1, 2013 until July 30, 2014.

If you have any questions, please don't hesitate to let us know. Thank you.

Sincerely,

Tad Corbeck  
Labor Relations Consultant

TC/dms

Enclosure

