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MEMORANDUM

OF

AGREEMENT

Between

BAY VILLAGE BOARD OF EDUCATION

- and -

BAY TEACHERS' ASSOCIATION

CUYAHOGA COUNTY

July 1, 2016

through

JUNE 30, 2019

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ARTICLE I – RECOGNITION

1.01 Definition of Bargaining Unit

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

1.02 Definition

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

1.03 Duration

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

1.04 Representation Election Procedures

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

ARTICLE II - NEGOTIATIONS PROCEDURES

2.01 Traditional Bargaining

2.011 Initiation of Negotiations

Either the Board or the BTA may initiate negotiations by serving written notice to the Superintendent on behalf of the

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

2.012 Exchange of Information

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

2.013 Request for Meeting

A time and place for a meeting between Board representatives and the BTA representatives set in accordance with Section 2.014, shall be set by request for a meeting, such meeting to take place not later than fifteen days from the date of the request. Any such meeting shall be adjourned from time to time as the parties agree until full and complete discussion has been had of the items on the agenda.

2.014 Duration

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

2.015 Exchange of Issues

A. The initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Thereafter neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.

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

C. Notes shall be kept by a person selected jointly by both teams. The notes shall include proposals/counterproposals and those proposals and counterproposals agreed upon or tentatively agreed upon by both parties and any other items discussed. These notes are to be typed and a copy presented to each team at the next negotiating session. Notes become official only after each team agrees on their content and the spokesperson from each team signs his name.

2.016 Negotiating Teams

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

2.017 Consultants

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

2.018 Agreement

A. Tentative Agreement

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

B. Ratification

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

2.019 Disagreement

A. Dispute Resolution Procedure

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

B. Exclusivity

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

2.02 Alternative Style

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

2.03 Bargaining State Mandates

If new state mandates appear to conflict with the current Collective Bargaining Agreement, either party may initiate negotiations by notifying the other party of the specific provisions of the current Collective Bargaining Agreement that are to be bargained. The parties will negotiate for fifteen (15) days after the initial contact unless the fifteen (15) day

deadline is extended by mutual agreement. If no agreement is reached, a final offer binding arbitration may be requested by mutual agreement. If no agreement to request arbitration is reached, then the Collective Bargaining Agreement remains unchanged and the issue will be a mandatory subject of bargaining at the next contract re-opener.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 **Purpose**

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

3.02 **Definitions**

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

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

OR

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

OR

C. a teacher has been unjustly disciplined.

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

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

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

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

3.03 Rights of the Grievant and the Association

3.031 Who May File a Grievance

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

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

3.032 Right to Assistance and Counsel

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

3.033 Association Support

The Professional Rights and Responsibilities Committee of the BTA retains the exclusive right to determine whether a grievance may be appealed to the arbitration step of the grievance procedure. No individual grievance settlement shall be inconsistent with the terms of this contract.

3.034 Records Acquisition

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

3.035 No Reprisals

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

3.036 Pre-Grievance Communication

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

3.04 General Provisions

3.041 Time Limitations

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

3.042 Waiver of Right to File

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

3.043 Appealing Decisions

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

3.044 Right to Advance

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

3.045 Processing Grievances During the Summer

In the event the grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall process the grievance prior to the end of the school year, or as soon thereafter as possible.

3.05 Grievance Procedure

3.051 Informal

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

3.052 Formal

A. Level One: Immediate Supervisor

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

B. Level Two: Superintendent

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

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

C. Level Three: Arbitration

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV – ASSOCIATION RIGHTS

4.01 Use of School Buildings

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

4.02 Association Leave

Conference expenses for the following shall be subject to payment by the Bay Teachers' Association. This section is not subject to the requirements of Article V, Section 5.10.

4.021 Association Leave - President

Four (4) school days per year or the equivalent shall be available to the BTA President, or his/her designee, for the purpose of attendance at meetings related to the professional activities of BTA.

4.022 Association Leave - Designated

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

4.023 PTA Release Time

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

4.03 Association Dues Deduction

4.031 Authorization

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

Authorization for dues deduction must be presented to the Treasurer no later than October 1 in the year such deductions are to begin. Dues deductions will be made in ten (10) equal installments, beginning with the month of November. The Treasurer of the Board will remit to the Treasurer of the Bay Teachers' Association the deductions made each month.

The time period for written notification for the discontinuance of dues deductions shall be between September 1st and September 15th.

4.04 Fair Share Fee Authorization

In recognition of the Association's obligation to and services for the entire bargaining unit as the exclusive bargaining agent the following Association Security Fee provisions are provided:

4.041 Payroll Deduction of Fair Share Fee

The Board shall deduct at no charge to the Association from the pay of members of the bargaining unit who elect not to become or to remain members of the BTA/OEA/NEA a fair share fee for the Association's representation of such nonmembers during the term of this Memorandum of Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes

not germane to the Association's work in the realm of collective bargaining.

4.042 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. For those employed less than a full year, the annual fee will be appropriately prorated according to OEA's formula.

4.043 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payers

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

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4.044 Transmittal of Deductions

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

4.045 Procedure for Rebate

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

4.046 Entitlement to Rebate

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

4.047 Indemnification of Employer

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

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

B. The Association shall reserve the right to designate counsel to represent and defend the employer;

C. The Board agrees to:

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

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

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

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

4.048 Nonmember Rights

A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

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

4.049 Exclusivity

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

4.0410 Legal Compliance

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

proceeds of the escrow account to be distributed as directed by SERB or the appropriate state or federal court.

4.05 Payroll Deductions

4.051 Allowed Deductions

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

A. United Teaching Profession

B. Credit Union

C. Tax Sheltered Annuities

D. Insurance

E. Savings Bonds

F. United Way and any other organization per Board of Education policy to which at least five (5) members contribute. No staff member shall have more than two (2) charitable organization payroll deductions.

G. F.C.P.E.

H. Flex Spending Plan

4.052 Time Limits

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

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

4.053 Administrative Charges

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

4.06 **Storage Space**

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

4.07 **Office Space**

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

4.08 **Self-Directed In-Service**

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

4.09 **Contributions on Earning for Service to Teacher Professional Organizations**

A. STRS Ohio members who are paid service to Teacher Professional Organizations (TPOs) may qualify to make contributions on part or all of their earnings for this service.

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

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

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

1. Name of individual/position to be paid.

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

3. The rate or amount of the payment.

4. When the payment is made.

E. Additional guidelines:

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

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

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

4.10 **Dues Deduction During Leave**

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

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

Board action to deduct unpaid dues from the final and/or first paycheck is an activity of the employer covered by the indemnification provisions of this negotiated agreement, Section 4.047.

ARTICLE V- LEAVE POLICIES

5.01 Sick Leave

5.011 Entitlement

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

5.012 Accumulation

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

5.013 Reasons

Acceptable Reasons for Sick Leave with Pay:

A. Personal illness, injury, or pregnancy.

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

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

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

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

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

5.014 Sick Leave Advance

Each full-time teacher shall have fifteen (15) days of sick leave available at the beginning of employment. If a teacher uses all or part of the fifteen (15) days of sick leave credit

and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the Board of Education for the sick leave used but not earned.

5.015 Statement

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

5.02 Catastrophic Illness Bank

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

5.021 Application to Catastrophic Illness Bank

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

1. All accumulated sick leave has been exhausted.

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

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

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

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

6. A committee composed of the Superintendent and the Treasurer and two members of the Association shall jointly review each application

and will make a final decision as to the eligibility of the applicant. The committee's decision shall not be grievable nor may it be contested through any other legal process.

7. The applicant must be an active participant in the Catastrophic Illness Bank at the time of application.

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

5.022 Contributing to the Catastrophic Illness Bank

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

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

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

5.03 Parental Responsibility Leave

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

5.031 Leave Rights

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

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

Subject to the provisions below, all returns from such parental responsibility leaves shall coincide with the start of the school year. In the event the teacher experiences financial hardship after the commencement but before the conclusion of such leave, he/she may request of the superintendent to return at the start of the next semester. A teacher must return to service for a full year before he/she is eligible for another parental responsibility leave.

5.032 Application for Leave

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

5.033 Time for Filing Application

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

5.034 Reinstatement Rights

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

5.04 Sabbatical Leave

5.041 Professional Growth Plan

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

5.042 Insurance Maintenance

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

5.05 Assault Protection and Leave

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

5.051 Conditions

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

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

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

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

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

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

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

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

5.06 Family and Medical Leave of Absence

5.061 Generally

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

5.062 Entitlement Within Collective Bargaining Agreement

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

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

5.063 12-Month Period

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

5.064 Benefits

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

5.065 Return to Work

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

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

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

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

5.066 Construction

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

5.07 Continuation of Insurance Programs

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

5.08 Maintenance of Service

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

5.09 Personal Leave

5.091 Purpose and Definition

Personal leave is designed to cover legitimate reasons for absence, which are not covered in the Sick Leave policy, for the purpose of attending to personal business that cannot be conducted outside the regular school day or for personal reasons over which the teacher has no control. Personal leave shall not be used for vacation or personal recreation. Personal leave is non-cumulative and shall not be charged to sick leave.

5.092 Allotted Days and Procedure

A maximum of four (4) days per school year shall be granted upon written request of the teacher. The teacher shall make the request for said leave as much in advance as possible.

If advance notice is not possible, the teacher will report the absence to his/her immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his/her return.

5.093 Designated

On the work day before or after a holiday (legal holiday, winter break and spring break) or on parent conference days or in-service days the teacher must designate the reason.

Designated reasons to be approved include:

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

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

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

D. The wedding of the teacher.

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

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

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

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

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

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

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

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

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

N. Child's school activities.

O. Other reasons meeting the definition in 5.091 and 5.092 and judged to be reasonable by the Superintendent. Specific nature of the situation is to be reported on the form, reported in a separate sealed envelope directed to the Superintendent, or discussed personally with him.

5.094 Request Forms

Advance permission for the use of personal leave shall be obtained from the Superintendent of Schools on the special form provided. For situations in which prior approval cannot be obtained, the teacher will report the absence to his immediate supervisor at the earliest opportunity and complete a personal leave form immediately upon his return.

5.095 Additional Personal Days

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

5.096 Falsification of Statement

Falsification of the statement in the request is grounds for suspension or termination of employment.

5.097 Personal Leave Without Pay

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

5.098 Incentive – Unused Personal Leave

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

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

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

5.10 Professional Meetings

5.101 Criteria

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

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

B. Expenses for meals and lodging associated with professional meetings shall be reimbursed to a maximum per diem of $190 with reimbursement to follow submission of appropriate receipts for lodging, parking and meals. The Superintendent may increase the per diem by up to 5% in a given year by posting the new rate.

C. Request for reimbursement should be made on form found in Appendix T and submitted to the Superintendent, after attendance at the meeting.

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

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

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

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

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

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

J. Applications for attendance at professional meetings should be made on Form #72 and receive the approval of the principal before being forwarded to the Superintendent for his consideration.

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

5.11 Leave Without Pay

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

5.12 Jury Duty

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

5.13 Military Leave

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

5.14 Professional Service

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

ARTICLE VI – TEACHER EMPLOYMENT

6.01 Newly Hired Teachers

6.011 Conditional Employment

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

A. Conditional Employment Release

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

employment and the reason, i.e., the report from BCII and/or FBI for the release.

B. Meeting Request

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

C. Appeal Restrictions

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

6.012 Re-employment of Retired Teachers

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

A. The re-employed teacher will start with salary schedule placement experience of 5 years and education credit of up to a Master's Degree. The re-employed teacher will be advanced one year on the salary schedule above step 5 for each year of re-employment service in the District.

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

C. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with O.R.C Sections 3319.11 and 3319.111. Re-employed

teachers will be evaluated pursuant to Section 9.014(C).

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

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

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

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

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

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

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

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

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

6.02 Salary Schedule Placement

6.021 Previous Experience Credit

In the form of the current annual increment on the salary schedule for each year of service outside this District as a regular public school teacher, as a teacher in a chartered nonpublic school in Ohio, for each year (12 months) of service in the armed forces of the United States, or any

combination of such periods of teaching and military service up to a total of at least five (5) years as provided by law.

6.022 Additional Experience Credit

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

6.023 Additional Education Increments

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

B. Courses should add value to the District by improvement of the teacher's instructional skills, broadening of the teacher's background knowledge in the area of assignment, or developing skills and knowledge for a new assignment. Any dispute regarding whether a course meets the criteria for credit for placement on the salary schedule under Article 6.02 shall be resolved by the Superintendent at his/her discretion.

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

D. Teachers are responsible for presenting transcripts representing completion of additional course work to the Office of the Superintendent by October 1st for the adjustment to be effective at the start of the school year and by March 1st for the adjustment to be effective at the start of the second semester provided, however, that additional training submitted in July shall not be included for salary schedule placement

purposes until the first pay of the next school year. An exemption may be granted to the filing dates if the teacher can demonstrate he/she made a written request for the transcript by September 10th or February 10th.

6.024 Graduate Credits

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

6.025 Undergraduate Credits

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

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

C. All undergraduate credits from an accredited university that are acceptable to the State Department of Education for certification purposes will be counted for placement on the salary schedule beyond the Master's Degree.

6.026 Post-Bachelors/Masters Degree Requirement

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

For placement the courses must be taken and the credits earned after achievement of the Bachelors' and Masters' degree respectively in the BA + 10, BA + 20, BA + 30, BA + 45, BA + 55, MA + 10, MA + 20, MA + 30, and MA + 40 columns on the salary schedule, the courses must be taken and the credits earned after achievement of the Bachelors'

and Masters' degree respectively in education or a field related to the area of licensure.

6.027 Change of Contract Application

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

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

6.03 Part-Time Teachers

6.031 1/2 Time or More

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

6.032 Less than 1/2 Time

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

6.033 Job Sharing

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

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

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

bargaining unit member has declared interest in a job sharing arrangement.

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

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

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

D. Teachers who wish to job share must submit annually a written comprehensive application or letter of interest for such arrangement to the affected building principal and provide a copy to the Superintendent by March 1st. Comprehensive applications will be required where the job share arrangement has been in place for two (2) full school years or less or where one of the job share partners would change. Where the arrangement has been in place for more than two (2) full school years and where the partners will continue unchanged, teachers must submit a letter of interest to continue for the following school year. Where required, comprehensive job sharing applications will:

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

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

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

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

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

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

G. Job sharing partners will attend the first five (5) student days of the year, as well as all pre-service days. Partners who wish to attend less than the first five (5) student days will submit a written rationale describing how they will insure student and parent understanding of the job share and continuity of instruction. This proposal will be approved or rejected by the Superintendent as part of his/her consideration of job sharing arrangements for the following school year. Additionally job sharing partners are expected to attend all meetings outside the student day (this responsibility may be shared as arranged with the principal). The annual salary paid to job sharing partners includes attendance on the days and at the events here specified.

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

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

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

K. At the conclusion of a job share, each former job sharing teacher shall be assigned to a position per

Section 7.07, but may be subject to reduction in force under Section 7.09.

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

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

ARTICLE VII – EMPLOYMENT PROCEDURES

7.01 Individual Contracts

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

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

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

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

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

7.02 Continuing Contract Application

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

7.03 Supplemental Contracts

7.031 Multi-Year Contracts

A. First-Time Contract Holders

Holders of supplemental contracts shall be issued up to three (3) one (1) year contracts in each supplemental position they hold listed on the schedule referred to in Section 13.06.

B. Previous Contract Holders

If a supplemental holder has already held a supplemental position for three (3) consecutive years, if renewed he/she shall be issued a multi-year contract of either two (2) or three (3) years.

C. Restrictions

1. Permanent Established Length

Once the multi-year contract has been established as either a two (2) or three (3) contract for that position, it will so remain. The supplemental holder may request a contract of shorter duration.

2. Non-Bargaining Unit Members

Supplemental holders who are non-bargaining unit members will be issued a one (1) year contract only.

D. Severability

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

7.032 Position Appointment

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

B. Each year at least 30 calendar days prior to the timeline for submission of the supplemental contract interest form the department chair, grade level coordinator or team leader, etc. ("meeting initiator") shall convene a meeting to review the performance of that function. The building administrator may be invited to that meeting by the initiator.

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

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

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

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

G. Where two or more bargaining unit members apply for a position, each will be interviewed unless the

administration intends to recommend the current contract holder for re-appointment to the position.

7.033 Supplemental Review

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

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

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

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

7.04 Payroll Procedure

7.041 Regular Salary Payment

Teachers shall be paid twice per month.

7.042 Supplemental Contract Payment Options

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

installments, for the remaining pays in the school year, starting with the start of the supplemental contract work.

7.05 Automatic Payroll Deposit

7.051 Authorization Form

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

7.052 Earnings Statement

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

7.06 Teaching Assignments

7.061 Rationale for Teacher Assignments

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

7.062 Tentative Assignment Notification/Class Lists

A. All teachers shall be given written notice of their tentative instructional assignments for the forthcoming school year not later than the preceding first day of June. At the high school this will be the tentative master schedule. No major change in such assignment (building, subject, or grade) shall be made unless necessary for educational reasons and/or work load equity and until the teacher involved

is consulted and given the reason(s) for such change. If after July 10th a major change in such assignment is necessary and is established without the consent of the teacher, that teacher shall have the right to resign the contract of employment.

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

7.063 Certified K-12 Specials Teachers

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

7.07 Vacancy Notification

7.071 Vacancy Posting

A. Principals will report promptly to the Superintendent any vacancy(ies) in professional and/or supplemental positions. Notice of professional and/or supplemental vacancy or vacancies shall be posted in the central office of each building and on the District email directory promptly after the existence of such impending vacancy is reported to the Superintendent. Such notice shall designate the position and the building location involved. Except for the time period set forth in Section 7.071(C) below, teachers may apply for the position in the posting for a period of five (5) business days. Each member applicant will submit a letter of interest, resume and (if applicable) three (3) prior evaluations. When any such position is filled, the Superintendent, or his designee, will give written notice to the President of the organization.

B. During the summer months, the notices provided under this policy shall be given to the President of the BTA. In addition, teachers may receive notice of vacancies during the summer months in one or more of the following manners:

1. Teaching vacancies will be posted regularly on the District website.

2. If the teacher supplies 6 self addressed envelopes with his/her summer mailing address to the Superintendent by June 1st, the teacher will receive the full list of vacancies in teaching positions on a regular basis over the course of the summer.

3. If the teacher supplies his/her email address by June 1st, he/she will receive notice of teaching vacancies on a regular basis via email.

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

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

7.072 New Positions

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

7.073 Voluntary Transfer

Each member applicant will be considered before in-District interviews of outside applicants are conducted. A current member will be advised in writing by the Superintendent if he/she has been selected or denied the transfer or will be considered with outside applicants. A current member who does not receive a position in another building for which

he/she has applied will receive written notification of that decision and the reason(s) for the denial of his/her request from the Superintendent. A denial of a request for voluntary transfer shall not be subject to the grievance procedure.

7.08 Involuntary Transfer

7.081 Definition

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

7.082 Vacancy Notification Procedure Posting

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

7.083 Written Notification

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

7.084 Americans with Disabilities Act

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

seniority shall be determined by the length of continuous service in the Bay Village School System.

7.085 Return to Previous Position

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

7.09 Reduction in Force

7.091 Procedures

The Board will follow O.R.C. 3319.17 in any decision to suspend the contract of a teacher as part of a reduction in force. The following procedures will govern the reduction of certificated staff made necessary through decreased enrollment of pupils, the conclusion of a job sharing arrangement, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the District, or financial reasons. Such procedures may be subject to revision in order to ensure compliance with state and federal laws relating to employment decisions. The procedures contained herein for such reduction in certificated staff shall not pertain to any certificated employee non-renewed for performance reasons.

7.092 Attrition

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

7.093 Definitions

A. Teaching Field

Area of certification for which the teacher is properly certified, if on continuing contract, in accordance with

O.R.C. Section 3319.22 or, if on limited contract, the area of teaching assignment in which a limited contract teacher currently holds proper certification.

B. Seniority List

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

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

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

7.094 Criteria

A. Ranking Priority

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

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

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

Group One = up to 4 points total

Group Two = 5-10 points total

Group Three = 11-12 points total

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

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

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

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

B. Ranking Criteria

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

1. Comparable evaluations.

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

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

4. Higher current grade of Ohio certification.

5. Date of application received.

7.095 Factors Other than Seniority

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

7.096 Availability of Lists

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

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

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

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

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

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

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

eliminated within each area of classification, and a list of teachers to be laid off.

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

7.097 Procedures

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

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

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

D. Teachers who are subject to being laid off have the right to bump teachers with less seniority in other teaching areas subject to the following stipulations:

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

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

7.098 Recall

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

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

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

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

7.099 Active Employment Status

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

7.0910 No Break Service

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

7.0911 Supplemental Contracts Exempt

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

7.10 Mileage Reimbursement

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

ARTICLE VIII – WORKING CONDITIONS

8.01 School Year

8.011 Length

The length of the school year for certified staff in the Bay Village City School District shall be as follows:

A. Student instructional days – 180 (1 day equals 8 hours)

B. Parent/Teacher conference days – a total of 2 days (12 hours of parent conferences and 4 hours for preparation), three (3) hours of which will be scheduled in the afternoon following each of the two building inservice days. --- 2

C. Staff work and meeting days (prior to school opening) – 1/2 of each day for administrative meetings plus 1/2

of same day for teacher directed meetings or activities (scheduled on school calendar). --- 2

D. One inservice day. (2 half days of inservice will be conducted at the building level to coincide with the 2 half day parent-teacher conferences). ---1

E. Teacher Work Day (end of first semester) --- 1

F. Teacher Work Day (end of school year) --- 1

8.012 Self-Directed In-Service Training

Each teacher will have the option to complete 1/2 day of self-directed in-service training. The teacher may satisfy the half-day option by attendance at NEOEA Day programs, workshops on weekends or evenings or during the summer. The teacher must submit written verification of completion of his/her self-directed activity to the building principal by May 15th (Appendix Q). Course work undertaken for salary schedule placement purposes or professional meetings approved in accordance with Section 5.10 shall not be eligible for approval. Should a teacher opt to complete the 1/2 day of self-directed in-service, he/she may leave after one-half day of the work day at the end of the second semester.

8.02 School Day

8.021 Length

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

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

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

D. Teachers will be notified of a scheduled IEP-related meeting held during planning/conference time by the beginning of the previous work day. Teachers required to attend an IEP-related meeting without the specified notice will receive compensation for attendance at the meeting at the curriculum rate of pay.

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

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

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

8.022 Instructional/Supervisory Time

A. Elementary

Elementary classroom teachers (those whose primary responsibility is for a self contained classroom) shall not be required to remain in their classrooms when other teachers certified to teach in special areas such as art, music and physical education are in charge of such classes. Elementary teachers shall have at least four hundred thirty (430) minutes per week for planning, preparation and conferences within the day as set forth in Section 8.021 above. At least two hundred (200) minutes of this planning time shall be scheduled within the required student day for classroom teachers. A good faith effort will be made to schedule 200 minutes of planning time within the student day for special teachers. There will be a maximum of fifteen hundred (1,500) minutes per week for student instructional/supervisory time including homeroom, supervision of students before and after the student day, bus duty, lunch duty, recess, etc. Every effort will be made to ensure that full faculty meetings involving teachers in grades K 4 do not extend more than forty five (45) minutes beyond the eight (8) hour teacher work day. Such meetings shall be conducted no more than once per month except in unusual circumstances.

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

B. High School

High School teacher assignments shall include a maximum of 1,350 instructional minutes per week and a maximum of 1,420 student contact minutes per

week unless otherwise mutually agreed to by the teacher and the administrator. Teachers shall have at least 430 minutes per week for planning, preparation and conference except in weeks of assemblies or other special programs. The principal shall endeavor to provide planning time in each teacher's daily schedule. Teacher assignments shall be in accordance with Section 7.061. The building principal is responsible for constructing the master schedule.

C. Middle School

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

1. The major portion of these assignments should be classroom teaching but may include other supervisory duties depending on the needs of the building as determined by the principal.

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

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

D. Traveling Teachers

On a day that a teacher is assigned to travel in his/her regular schedule one time per day, teachers' instruction/supervisory assignments shall not exceed two hundred sixty (260) minutes per day. If the teacher travels more than one time per day in his/her regular schedule he/she shall be allotted 25 minutes for each time they must travel. He/she shall have a minimum of eighty-five (85) minutes per day for planning and conferences, except in weeks of

assemblies or other special programs. Traveling teachers who begin their day at the high school may be given a homeroom assignment of not more than 15 minutes per day. Teachers shall not be required to travel during their lunch or conference time. Any teacher assigned to the High School for any portion of the day shall, for that assignment, be scheduled in accordance with Section 8.022(B).

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

8.023 Lunch

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

8.024 Reasonable and Fair Workloads

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

8.025 Calamity Days

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

Makeup days or hours shall not be scheduled if the number of Calamity Days does not exceed the student hour equivalent of five (5) school days. Makeup days or hours for

professional development and/or student instruction may be scheduled by the Board at the Superintendent's discretion in the event the number of Calamity Days exceeds the student hour equivalent of five (5) school days. The Superintendent shall seek input from the Association prior to scheduling make-up days or hours. The Board shall identify on its annual school calendar the days or hours during the regular school year that may be used in the event makeup days or hours are scheduled at the Superintendent's discretion. It is understood that the teachers shall report for the makeup days or hours identified above with no further compensation for those days or hours.

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

8.026 Planning, Preparation and Conference

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

8.03 School Calendar

8.031 BTA Input

The BTA will submit a suggested school calendar to the Superintendent by January 1st of each school year. Before the Board acts on a school calendar for the following or multiple years, the Superintendent shall inform the BTA President of the proposed calendar to be submitted to the Board for its consideration. The Board and BTA agree that adoption of multiple year school calendars is encouraged.

8.032 Parent/Teacher Conferences

In light of the fall parent conferences as reflected in the school calendar and scheduled on a building level, the day

preceding Thanksgiving shall not be a work day. The principal will give consideration to approving a different parent conference schedule for a teacher who has a specific conflict with the scheduled conferences.

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

8.04 **In-Service Programs**

Local in-service programs on scheduled District in-service days will be district-wide or building programs. An in-service committee composed of four members appointed by the BTA President (one of whom shall serve as co-chair) and four administrators will make recommendations to the Superintendent regarding the content of all in-service programs. The final determination of the district-wide in-service programs will be made by the Superintendent. The building in-service program will be designed in a collaborative effort between the administration and building staff, with the final determination made by the building principal.

All teachers in each building will be surveyed regarding desired in-service. A copy of the survey will be provided to the in-service committee, BTA president and Superintendent. Survey results will be considered by the Superintendent and principal when making final determinations.

Teacher members of the committee will be compensated for attendance at meetings outside the teacher day at the curriculum rate.

8.05 **Student Progress Reports (Grades K through 4)**

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

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

8.06 **Grade Period Reports**

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

8.07 **Electronic Grade Reporting**

8.071 K - 4

During the 2016-17 school year, a committee consisting of the Director of Curriculum and Instruction, elementary school principals, the BTA president or designee, and a teacher from each grade (K-4) selected by the BTA president, will explore grading and report card models for each grade for electronic grade reporting. The committee's progress will be reported to all K-4 affected parties after each meeting.

District model(s) for electronic grade reporting will be identified by the committee by consensus, and thereafter recommended to the Superintendent, and subject to the Superintendent's approval. If the Superintendent approves of the recommended model(s), then training shall be provided and implementation shall occur beginning no later than the start of the 2017-18 school year. The committee will determine when in the 3-year period, the model will go live to parents, which will occur not later than the start of the 2018-2019 year.

The Committee will utilize the services of a facilitator with the Federal Mediation and Conciliation Services to assist with consensus training and for all committee meetings. Should the committee find that the FMCS facilitator is not necessary, they may opt to meet without the facilitator. The parties will also utilize the services of the FMCS facilitator in the event the parties reach impasse in identifying district model(s) for electronic grade reporting.

When the District implements electronic grade reporting for grades K-4 during the 2017-2018 school year and beyond, then each K-4 teacher shall receive a stipend for the 2017-2018 school year only for eight (8) hours at the curriculum rate of pay. Such stipend is to be paid for work associated with the K-4 teachers learning how to effectively and efficiently utilize the electronic gradebook.

8.072 Posting Schedule (5-12)

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

8.073 Training

Staff will be offered training opportunities at least one (1) time per year with regard to implementation of the District's electronic grade reporting tools and will be provided annually with a list of resource personnel who can provide support for staff with questions.

8.074 Website Links

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

8.08 Personnel Files

8.081 Official File

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

8.082 Principal's File - (Electronic and Paper)

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

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

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

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

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

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

8.083 Anonymous Material

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

8.084 Prior Inspection of Material

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

8.085 Rebuttal Material and Removal

A teacher may attach a written statement of reply to any item which is placed in his/her personnel file. Any teacher who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request a committee composed of two (2) members

appointed by the President and two (2) members appointed by the Superintendent to review the teacher's request. The committee shall recommend to the Superintendent the removal from the personnel file of any information which the committee finds to be inaccurate, irrelevant, untimely or incomplete, provided annual evaluations shall remain in the personnel file.

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

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

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

8.086 File Inspection Log

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

8.087 Advance Notice

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

8.088 Restrictions

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

8.09 Parental Complaints

8.091 Procedure

A. Step One

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

B. Step Two

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

C. Step Three

If the parent's complaint is still not resolved, the parent may bring the complaint to the Superintendent

of Schools, who will discuss the complaint with all parties concerned in an attempt to reach a resolution.

D. Step Four

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

8.092 Written Rebuttal

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

8.093 Restrictions

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

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

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

8.094 Supplemental Contracts

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

8.10 Class Size

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

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

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

8.11 Inclusion

8.111 IEP Preparation and Self-Directed Activity

With the approval of the building principal, a teacher may credit the time he/she devotes to IEP preparation to completion of his/her obligation for self-directed in-service.

8.112 In-Service Opportunities

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

8.113 Medical Services Training

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

8.114 Scheduling of Inclusion Students

A. BTA Scheduling Input Committees

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

B. Rationale for Scheduling Inclusion Students

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

C. Specific Building Procedures

1. Elementary

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

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

2. Middle School

At BMS, the administration will meet with grade level teams before the end of May to discuss distribution of students for the following school year. Meetings held to review and possibly modify schedules and classroom assignments will take place not later than the 3rd week in August.

D. Changes in Tentative Student Assignments

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

8.115 Common Planning Time

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

8.116 Meeting Scheduling

Principals will be encouraged to schedule no more than five (5) IEP/504 meetings for regular classroom teachers to occur outside the standard teacher workday. Principals will distribute IEP meeting attendance assignments as equitably as possible and should make substitutes available as necessary to facilitate such attendance. IEP meeting attendance will take precedence over supplemental contract activities, with the exception of events/contests set with other districts, performances, and the like.

8.117 IAT Process Review

Annually building administrators will meet with two (2) BTA appointed members and the school psychologist to review the current IAT building process. The team will report to the building teachers the results of that review.

8.12 Drug Policy

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

8.13 Chronic Communicable Diseases -- Teacher

8.131 Purpose

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

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

8.132 Governing Practices

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

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

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

8.133 Procedures

A. When a CCD-infected teacher either voluntarily discloses his/her diagnosis or is identified via medical documentation from a physician, notification shall be

made to the Superintendent who will notify the Bay Village City Schools' physician.

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

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

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

1. The teacher's primary care physician;

2. A physician specializing in infectious diseases;

3. Physician, Bay Village Health Department;

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

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

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

G. The Superintendent will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. A teacher who is excluded from work/reassignment shall be (1) entitled to normal paid

sick leave benefits (2) entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired (3) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as CCD-infected.

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

8.134 Confidentiality

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

8.135 Dissemination of CCD Information

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

8.136 Follow Up

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

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

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

8.14 Students Identified as CCD Infected

8.141 Information Disclosure

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

8.142 Procedure

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

1. The student's primary care physician;

2. A physician specializing in infectious diseases;

3. Physician, Bay Village Health Department;

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

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

8.143 Medical Team/Teacher Meeting

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

8.144 Restrictions

No bargaining unit member shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any CCD-

infected student nor shall he/she be required to clean up body fluids of any CCD-infected student, unless the situation has been previously identified by the student's medical review team as the unusual and extraordinary circumstance where direct intervention by the teaching staff is necessary.

8.15 Occupational Safety and Health

8.151 Internal Reporting Process

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

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

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

C. If the Treasurer does not resolve the alleged violation to the satisfaction of the complaining party, the party may appeal his/her complaint to the Superintendent in writing within two (2) work days of his/her receipt of the response from the Treasurer. Should the Treasurer not respond, the member or Association must file their appeal with the Superintendent within two weeks of the due date of the Treasurer's response. The Superintendent or designee shall

meet with the complaining party to try to resolve the violation and, within five (5) days of that meeting, shall provide a written response.

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

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

8.16 Workers Compensation

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

8.17 Communication Systems

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

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

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

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

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

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

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

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

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

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

8.18 Internet-Based Learning

8.181 Definition

Internet-based learning (IBL) is any methodology of student instruction where the instruction and student are separated geographically and/or in time, where the entire course or part of the course is presented through various forms of technology, including online classes, distance learning and virtual learning.

8.182 Courses and Assignment

The District may offer as IBL courses: (1) any courses that are not in the existing curriculum; OR (2) classes in the existing curriculum that are not being offered due to insufficient student enrollment; OR (3) classes in the existing

curriculum that are being offered but have very low student enrollment; OR (4) for individual student credit recovery.

8.183 Nothing in this Article 8.18 precludes or limits a student utilizing College Credit Plus, Credit Flex, individual credit recovery outside of scheduled lab periods, or any other state-approved program.

8.184 Internet-based learning courses at the school shall take place in a separate learning center that will not impact the use of permanent designated lab space within District buildings, unless it is mutually agreed that an existing lab is not needed to support regular instruction.

8.185 The internet-based learning center will be supervised by a member of the BTA.

8.186 The number of bargaining unit positions shall not be reduced through the 2018-2019 school year as a result of the implementation of internet-based learning.

8.19 <u>College Credit Plus</u>

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

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

In the first year a bargaining unit member teaches a College Credit Plus course as an adjunct in accordance with this Article, he or she may request approval from the Curriculum Director for a reasonable number of

hours for preparation paid in accordance with the curriculum rate of pay (Article 13.04), to be approved at the Curriculum Director's discretion.

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

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

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

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

8.20 **Student Behavior Management (Severe Behavior)**

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

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

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

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

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

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

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

ARTICLE IX– EVALUATION

9.01 Teacher Evaluation

9.011 Philosophy of Evaluation

We believe:

A. The most important factors in any educational program are the professional educators.

B. In order to improve instruction, a continuous evaluation of certificated personnel at all levels should take place as a tool to advance the development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices.

C. There should be cooperatively-developed performance criteria and guidelines which will be used in evaluation.

D. It is the responsibility of the evaluator to make recommendations and to assist the evaluatee in the implementation of these recommendations.

E. The educational attainments and successes of students is a shared responsibility of students, parents, teachers, administrators and the Board of Education. In this context, teachers recognize their shared responsibility for students accomplishing

grade level-subject objectives contained in the courses of study.

9.012 Purpose of Evaluation/Observation

The primary purpose of evaluation shall be to promote professional growth and improve teacher performance.

9.013 Objectives of Evaluation

A. To identify any areas which need strengthening in the evaluatee's assigned area of responsibility.

B. To identify outstanding job performance and reinforce areas of strength.

C. To assess the performance of evaluatees for the purpose of recommending contract status.

D. To identify possible in-service needs.

E. To provide the framework which offers encouragement, resources and means of assistance to enable the evaluatee to develop, implement, and maintain professional growth and improvement.

9.014 Timelines

A. Assignment of Evaluator

By September 15th of each year each teacher shall be notified, in writing, of the name of his/her evaluator. In the case of a new teacher employed throughout the school year the notification shall be within thirty (30) days.

B. New Teachers

Each new teacher shall be oriented by the building principal regarding the evaluation procedures. This orientation is to occur during the first four (4) weeks of the school year.

C. All teachers

One evaluation shall be conducted and completed not later than the first day of May and the teacher being

evaluated shall receive a written report of the results of this evaluation not later than the 10th day of May.

D. Teachers earning a rating of "Accomplished"

Except as noted in Section 9.017(C), evaluations will be completed every three years for teachers earning a rating of Accomplished.

9.015 Number of Observations

A. All Teachers

A minimum of two (2) and maximum of four (4) walkthrough observations and at least two (2) classroom observations which shall be made according to the following schedule:

1. A minimum of 14 school days between the first observation and second.

2. Thirty (30) minute observations include a pre-observation conference and post observation conference.

B. Limited contract teacher under consideration for non-renewal

The first annual observation will be held by November 15th. A minimum of three observations will be held with at least 14 school days between each observation.

9.016 Observation Procedures and Walkthroughs

A. All observations shall last at least thirty (30) minutes on each occasion. Walkthroughs will be 5 to 15 minutes in length.

B. All monitoring or classroom observations of a teacher shall be conducted openly with full knowledge of the teacher concerned. These walkthroughs or observations shall include a record of such walkthroughs and/or observation(s), who observed, the length of observation, and the date(s) observed. Written comments will be given to the teacher within five (5) school days after each observation or

walkthrough, unless either is absent for a legitimate reason. In such case it will be rescheduled.

C. Observees may attach a written response to the observation (Appendix J) and have it included in their personnel file.

D. When the observation reports show that a teacher has performance deficiencies, the building principal or his/her designee shall specify in writing, recommendations regarding any improvements needed. In addition, the building principal or his/her designee shall provide specific assistance designed to rectify any deficiencies and the means by which the teacher may obtain assistance in making such improvements. The principal or his/her designee shall monitor the teacher's progress on a regular basis, provide feedback to the evaluatee on a regular basis and provide the teacher a reasonable time within which to correct any performance deficiencies.

E. When specific performance deficiencies are identified pursuant to 9.016 (D), the specific assistance, specific recommendations and resources shall be funded if necessary. If so requested, the evaluator shall conduct a follow-up observation prior to the formal evaluation to determine whether the performance deficiencies have been corrected.

9.017 <u>Evaluation Procedures</u>

A. Credentials of Evaluators – must have current Ohio Department of Education OTES training credentials and be employed by the district as a licensed administrator.

B. Alternative Framework – The district will utilize the alternative framework for the Ohio Teacher Evaluation System (OTES) effective with evaluations completed during the 2015-2016 school year. The student growth measure will be weighted at 35% of the teacher rating. In each year when the teacher is evaluated, the teacher will complete a self-evaluation using an instrument approved by the Ohio Department of Education. If there are optional instruments available, the instrument to be used will be selected by the district evaluation committee. The

self-evaluation will be weighted at 15% of the teacher rating. The remaining 50% of the teacher rating will be the teacher performance measure from OTES.

C. Teachers Rated Accomplished or Skilled – Effective with evaluations completed during the 2014-2015 school year the district will elect to evaluate a teacher receiving a rating of **accomplished** every three years as long as the teacher's academic growth measure for the most recent school year for which data is available is average or higher. The district will elect to evaluate a teacher receiving a rating of **skilled** every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

D. Teacher on Leave or Retiring – The district will not be required to conduct an evaluation of a teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before December 1st of the school year.

E. Teacher Safe Harbor – Ohio Department of Education Value Added test data for 2014-2015 and 2015-2016 will not be used for teacher evaluation ratings. The 2016-17 student value added data will be used for evaluations completed during the 2017-18 school year. During the Safe Harbor period, for teachers rated using state value added data, the teachers will utilize one SLO based student growth measure and this will account for 35% of the teacher's rating. Additionally, during this safe harbor period the value added student data will not be used in the decision-making process regarding the dismissal, retention, tenure or compensation of any teacher.

F. Student Learning Objective (SLO) – the district will require no more than the minimum number of SLO based growth measures required by law and the Ohio Department of Education.

G. Assignment of Evaluators – The building principal will assign evaluators for each teacher. A teacher with a rating of "above expected student growth" may choose their credentialed evaluator when there is more than one credentialed evaluator assigned to the building. A teacher with "expected student growth"

will provide input to the building principal indicating a preferred evaluator assignment prior to September 15th.

H. The evaluation of all non-classroom bargaining unit members or teachers not teaching students 50% of the time shall be based upon the same observation and evaluation cycle as classroom teachers and utilize the same performance rating scale. As there are no student growth measures assigned to these members, they will develop professional growth plans but not professional improvement plans. Should there be performance deficiencies noted, an improvement plan will be developed collaboratively with the evaluator and the member per section 9.016 D above

I. There will be no evaluations without observations, or written concerns.

J. Evaluations shall be in writing and utilize the information gathered from observation and written concerns of the evaluatee's job expectancies as defined in the written job description and written Board policies. A copy of these written concerns must be given to the teacher within five (5) school days of the time of occurrence and must be on file in the official personnel file kept in the Board office. No other written materials may be considered for purposes of evaluation, provided however that documents of a positive nature included in the personnel file may be referred to in the evaluation document with the approval of the teacher.

K. Evaluation reports (Appendix K) will be discussed with the evaluatee by the evaluator. The evaluatee's signature will not indicate agreement or disagreement, but only that the evaluatee has received a copy of the evaluation. The evaluatee shall receive a copy of the evaluation report at least twenty-four (24) hours prior to the meeting with the evaluator, unless mutually agreed to.

L. The refusal of a teacher to sign an evaluation, observation or notation of concern shall not prevent said item from being included in the teacher's personnel file. The teacher's signature does not necessarily indicate agreement with the evaluation,

observation or notation of concern, nor does it waive the teacher's right to contest the evaluation, observation or notation of concern.

M. The evaluatee will be provided a copy of the evaluation report by May 10th. A copy of the report will be sent to the Superintendent by May 15th. If the report recommends non-renewal of the contract it shall state the reason(s). The evaluatee will be entitled to a conference with the Superintendent prior to the Superintendent's recommendation to the Board.

N. Evaluatees may attach a written response to the evaluation and have it included in their personnel file.

O. A teacher with a rating of "Accomplished," "Skilled," or "Developing" will prepare an annual professional growth plan using the agreed upon form. A teacher with a rating of "Ineffective" will develop an annual improvement plan with their credentialed evaluator using the agreed upon form.

P. When the assessment of teacher performance shows that a teacher has performance deficiencies, the building principal or his/her designee may require an improvement plan to be developed collaboratively using the agreed upon form.

Q. On those occasions where teachers commence or resume employment with the District after the start of the school year, only those portions of the evaluation program which commence after the teacher's commencement of service must be completed. This provision applies, as well, to teachers who, during the course of the school year, are away from duty on an approved leave.

R. It is the responsibility of the evaluatee to make a good faith attempt to make improvement of performance deficiencies identified under Sections 9.016 (D) or 9.017 (K) of the evaluation procedure by the evaluator and so achieve satisfactory teaching performance following completion of the Article IX evaluation process.

S. The board shall provide for professional development and the allocation of financial resources to accelerate and continue teacher growth and improvement and provide support to poorly performing teachers as set forth in this agreement.

9.02 Auxiliary Personnel Evaluation

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

A. Evaluations for all auxiliary personnel shall be made in accordance with the individually specified criteria mutually established in a pre-evaluation conference at a mutually agreed to time. The criteria shall be consistent with the job descriptions included, for informational purposes only, in the appendix to this agreement.

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

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

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

9.03 Evaluation Instruments and Criteria

A. A committee composed of three (3) teachers appointed by the BTA President and two (2) administrators appointed by the Superintendent shall be convened to study and make recommendations on evaluation instruments (forms), performance criteria and guidelines for use with teachers in order to meet the requirements of new or revised Ohio law and/or the Ohio Department of Education.

B. Evaluation instruments (forms) are located in Appendix K of this agreement.

9.04 Supplemental Position Evaluations

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

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

9.041 Process

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

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

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

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

9.042 Evaluation Cycle

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

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

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

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

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

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

9.043 Professional Growth Plan

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

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

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

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

9.05 Restrictions

9.051 Student Evaluations

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

9.052 Evaluators

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

ARTICLE X – EDUCATIONAL DEVELOPMENT

10.01 Tuition Reimbursement

10.011 Reimbursement

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

10.012 Calculation

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

10.013 Salary Schedule

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

B. The teacher shall have the option of either taking the reimbursement or using the course work and/or training, whether undergraduate or graduate hours, for application on the salary schedule so long as the credits satisfy the requirements of the Ohio Department of Education and/or the Ohio General Assembly.

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

10.02 Special Curriculum Work

10.021 Initiation of Proposal

Teachers or department chairmen may request that a specific curriculum project be undertaken by submitting a

plan in writing to the principal. The principal will evaluate the project in terms of the needs of the school and forward it to the Superintendent for his consideration.

10.022 Committee Formation

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

10.023 Certification of Hours Worked

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

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

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

10.024 Voluntary Basis

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

10.03 Regular Curriculum Work

10.031 Purpose

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

The district shall have a vertical K-12 curriculum committee in each of the following nine (9) areas: Math, Science, Social Studies, English/Language Arts, Fine Arts, World

Languages, Physical Education, Business/Technology, and Diverse Learners. Each of the nine vertical K-12 curriculum committees shall be composed of one teacher from the teaching field in each grade level K-8 and 1 representative from the HS department.

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

The purpose of the committee structure is to revise or develop curriculum, in addition to the following:

1. Review materials

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

   The ad hoc subcommittees will consider grade band level curricular programs and/or materials that are primary and supplemental resources. This shall not include such things as individual classroom instructional materials.

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

2. Review Instructional Practices

   During each vertical K-12 curriculum committee meeting, the committees shall review and discuss vertical progression of teaching instruction, instructional standards, and/or best practices. The vertical K-12 curriculum committees shall identify a plan of action for the next meeting, and report that plan back to grade-level teachers (e.g., all the first grade math teachers). The grade-level

teachers will review the plan, and take action around the plan. Each vertical K-12 curriculum committee member shall report his/her grade level team's actions back to the K-12 curriculum committee at the next meeting.

10.032 Member Selection

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

10.033 Chair Selection

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

10.034 Chair Responsibilities

The committee chair (and if applicable co chairs) shall develop a schedule of meetings and a list of resources needed (including consultants, in service, resources materials, etc.), in collaboration with the Director of Curriculum and Instruction which shall be recommended to the Superintendent by the committee chair or co chairs. The committee chair or co chairs shall also be responsible for developing the agendas for each meeting in collaboration with the Director of Curriculum and Instruction. Every effort will be made to schedule meetings in a manner that will minimize interference with student instruction. Committee minutes will be published and distributed by the committee co-chairs to all in the field/subject area. Unless specified otherwise in the job description, the co-chairs share this responsibility. The agenda and calendar for committee meetings will be e-mailed and published on the homepage under staff resources.

10.035 Scheduling

Each vertical K-12 curriculum committee shall meet regularly and each member must attend absent extenuating circumstances. In the event a member cannot attend, the member shall work with the building principal to assign an alternate. The Director of Curriculum and Instruction shall provide a committee meeting schedule at the start of each semester through the use of email and the District homepage.

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

10.036 State or Federal Initiatives or Mandates

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

10.04 Local Professional Development Committee

10.041 Purpose

Pursuant to O.R.C. 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a local professional development committee (LPDC) shall be established to review professional development plans composed of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. The LPDC and its individual members shall be responsible for complying with state law and regulations.

10.042 Committee Members

The LPDC shall have four (4) teacher members appointed by the BTA President, one individual/small group instruction teacher appointed by the BISGITA President, and two (2)

administrator members appointed by the Superintendent. One (1) BTA teacher member will be appointed as committee representative per District building. Vacancies shall be filled in the same manner.

10.043 Administrators

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

10.044 Term of Office

The term of office for the LPDC members shall be three (3) years, with initial terms staggered for three (3) out of the four (4) BTA representatives (one year, two years and three years for BTA teachers, three (3) years for individual/small group instruction teachers, and two and three years for administrators) to provide continuity.

10.045 Compensation

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

10.046 In-Service Development and Implementation

The LPDC will be responsible for developing and implementing in-service programs for professional staff to explain the professional development plan process and the function of the LPDC.

10.047 Board Support

The Board will provide the LPDC with meeting space and secretarial support.

10.048 Appeals Process

The LPDC will establish an appeals process following the establishment of state guidelines.

10.049 Committee Autonomy

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

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

10.0410 Release Time

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

10.0411 Budget Process

The LPDC chair shall participate in the curriculum driven budgeting process as a unit manager. The budget process shall be employed to set the number of compensated hours for members and the expense budget for the succeeding fiscal year.

10.05 Teacher Mentor Program

10.051 Program

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

10.052 Review

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

10.053 Contract Status

A teacher in his/her fourth year in the Resident Educator program will not be eligible for consideration for a contract

upon expiration of their resident educator license until he/she is approved for a professional licensure.

10.054 Appointment of Mentors

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

10.055 Compensation

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

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

10.056 Local Handbook

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

10.06 Strategic Planning

10.061 Action Plan Implementation and Teacher Evaluation

The following is subject to the provisions of the balance of this Agreement and O.R.C. 4117, which shall supersede in the event of any conflict. Teachers are subject to evaluation regarding action plans in their areas of responsibility only after plans are implemented as programs or courses of study. Courses of study will continue to be developed

through the customary curriculum process. Staff members contribute to the achievement of Board adopted missions and objectives through the implementation of action plans in the course of study areas for which they are responsible.

10.062 Oversight Committee

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

ARTICLE XI - PROGRAM DEVELOPMENT AND IMPLEMENTATION

11.01 New Program Implementation Procedure

11.011 Initial Concept Modification Presentation

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

11.012 Superintendent's Approval

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

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

enhance the possibilities for acceptance of the modification.

11.013 Faculty Vote

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

11.014 Problem-Solving Process

If the 60% approval vote is received, and before further exploring this issue, the staff and administration first will receive training through FMCS in the problem-solving process or some other mutually agreed process.

A. Interests

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

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

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

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

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

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

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

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

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

9. Consider job security and impact on other buildings.

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

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

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

13. Insure compliance with Board policy and administrative guidelines.

B. Exploration of Interests

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

C. Criteria

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

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

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

11.015 Implementation Requirements

A. Any solution that meets the above criteria and receives the support of at least 80% of the school staff and administration (voting by secret ballot) will

be implemented for the succeeding school year, subject to approval of the bargaining teams as set forth below.

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

C. In the event a potentially viable solution does not receive support of 80% of the combined school staff and administration when initially presented taking into account the weighted input of part-time staff, the group has flexibility to build upon that potentially viable solution and re-determine whether it has received the support of at least 80% of the school staff and administration.

11.016 Compliance with Negotiated Agreement

A. Before implementation of any solution that impacts on any written provision of the negotiated agreement (including, but not limited to, school calendar, work day, lunch, planning and conference time, student contact time, class size, salary, and staff meetings), the solution shall be presented to the negotiating teams and will be subject to the negotiations process set forth in Article II.

B. If the negotiating teams representing the Board and BTA cannot agree on the proposed solution within thirty (30) days after presentation of the proposed solution, the schedule will remain intact or the new program will not proceed. The school staff will have the opportunity to resolve the negotiating team's concerns and revise accordingly, subject again to bargaining team approval which is required before implementation of any scheduling change or new program which requires a change in contract provisions.

ARTICLE XII - BENEFITS

12.01 Insurance

12.011 Group Term Life

The Board of Education shall provide full-time teachers group term life insurance coverage of $50,000. The Board shall pay 100% of the premiums for said coverages.

12.012 Medical and Dental Insurance

A. Plan Options

1. PPO

Employees may enroll in the PPO program (or its successor), subject to the enrollment rules of the carrier but provided there shall be no pre-existing condition limitation. Employees shall pay 15% for such coverage, including prescription drug coverage and dental coverage, of the premium rates in effect in each benefit year.

The benefits shall be as follows:

Office co-pay:	$15.00 – network
	$15.00 – 70% out of network
Emergency room co-pay:	$50.00
Deductible – Network:	$150.00 – Single
	$300.00 – Family
Non Network:	$150.00 – Single
	$300.00 – Family
Co-insurance – Network:	$150.00 Single
	$300.00 Family
Non-network:	$2,000.00–Single
	$4,000.00 – Family

2. Drugs

The following co-pays shall apply:

Retail: Generic - $10.00;
Preferred brand - $30.00;
Non-preferred brand - $30.00.

Mail order is required for long-term (greater than 30 day) prescriptions after the first prescription order is filled:

Generic - $10.00;
Preferred brand - $30.00;
Non-preferred brand - $30.00.

(For non-preferred brand, co-pay is in addition to cost difference between non-preferred brand and generic.)

3. Vision Insurance

The Board shall offer vision insurance to BTA employees. The employee will pay 100% of the premium while the board will cover the set-up and administrative costs associated with administering the plan.

B. Limitations

1. Changing Benefit Provider

Subject to the limitations below, the Board retains the discretion to determine the appropriate method of providing health care benefits, provided, however, that the Board will give the Association at least sixty (60) days' prior notice of its intent to change benefit provider. At least twenty (20) days before any such change is effective, the Association will be provided with a copy of the proposed new contract with the benefit provider.

2. BTA Consent

It is further agreed that any proposed change to a self-funding or third-party administration mechanism not governed by a national health benefit carrier may not be accomplished

without the consent of the BTA, which consent shall not be unreasonably withheld.

Should the BTA withhold its consent, the matter may be submitted for a final and binding decision through expedited arbitration in accordance with the rules of the American Arbitration Association.

C. Insurance Contracts

The Association will be provided with a copy of all current insurance contracts.

D. Change in Entitlement

Teachers whose family circumstances change entitling them only to single coverage must notify the Treasurer's office within thirty (30) days after the change occurs. The change in status will be effective the first of the following month. Failure to make timely notification shall result in the teacher being required to pay the difference in premium rates via payroll deduction.

E. Election of Coverage

1. All full-time employees who wish not to enroll in the Board's paid hospitalization plan, and are covered by another plan (and can document such coverage in writing) shall be reimbursed $1500 annually if they qualify for family coverage and $750 annually for single coverage.

2. Such payment shall be made at the end of each contract year and be prorated based on the number of months that the employee was enrolled in the Board's paid hospitalization plan.

3. The election not to enroll in the hospitalization plan shall be made in writing to the Treasurer's office.

4. An employee who elects no hospitalization coverage subsequently may elect to participate

in the plan during the year, subject to the rules of the carrier.

5. Upon election to participate in coverage, the employee waives eligibility for the annual payment (as described above).

F. Spousal Insurance for Teachers

Effective July 1, 2016, if the spouse of a teacher is required to obtain coverage from their employer as primary coverage, and where the cost to the spouse for their monthly share of the premium equals or exceeds one half (1/2) of the total monthly cost of the premium (including employer share), the board will make a monthly payment to the teacher of $100 per month.

If the spouse of a teacher subject to this Section is eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every teacher whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or

prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any teacher fails to complete and submit the certification form by the required date, such teacher's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If a teacher submits false information or fails to timely advise the Plan of a change in the teacher's spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the teacher results in the Plan providing benefits to which the teacher's spouse is not entitled, the teacher will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the teacher may be deducted from the benefits to which the teacher would otherwise be entitled. In addition, the teacher's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If the teacher submits false information, the teacher may be subject to disciplinary action up to and including termination of employment.**

12.013 Part-Time Teacher Insurance

Any teacher who is employed at less than a full-time position (including teachers in a job share arrangement) shall receive all of the insurance benefits as described in this Article. The Board shall pay the premiums for said coverage on a pro rata basis equivalent to the percent of employment of said teacher.

12.014 Health Care Committee

A committee composed of three (3) representatives appointed by the BTA president and three (3) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The OAPSE local president shall be invited to appoint three (3) representatives, and the individual small group instructor teachers shall be invited to appoint two (2) representatives. The Health Care Committee shall be co-chaired by the BTA

president, the support staff president and the superintendent or his/her designee. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An organizational meeting will be held no later than October 1, 2016 to discuss the operation of the committee, with no changes being implemented as result of the committee until October 1, 2017. The administration and the Association each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.

Annually the committee shall make recommendations to change plan design, the certificate of coverage and other steps that will act to keep the rate of premium increases as low as possible in order to be pre-emptive in controlling any projected increase. Any such recommendations shall become effective at the start of the plan year upon ratification of the bargaining units.

An additional responsibility of the health committee is the establishment of a wellness subcommittee and its membership makeup, wherein the Board, BTA, OAPSE, and individual small group instructor teachers have the opportunity to participate.

This section shall be amended from time to time as the Health Care Committee recommends with ratification by the bargaining units. Any changes adopted by the Committee shall be added to this section as an addendum.

12.015 <u>Section 125 Plan (“Cafeteria Plan”)</u>

A. The Board shall establish a “Cafeteria Plan” that is designed to allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis. The “Cafeteria Plan” shall also allow teachers to elect to participate in the dependent care and medical care flexible spending accounts (“FSA’s”) described in paragraph C below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment

period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1st through December 31st) unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraphs C.3. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

C. Dependent Care FSA

1. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129, and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

2. The salary reduction and corresponding credits will be made and issued in accordance with the pay schedule set forth in Section 7.04.

3. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum annual amount permitted by current applicable tax code and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not

otherwise reimbursable by the health care plans of the Board or of another employer.

2. The salary reduction shall be made from each of the pay set forth in Section 7.04.

E. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited, except for any carry over amount permissible in the existing plan. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third-party administrator. The Board shall be responsible for and shall pay the administrative fee involved in setting up the Plan and the standard monthly fee required. When the Board's Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criterion to be used shall be the amount of administrative fees charged. Any other administrative fees shall be borne by the Section 125 Plan participants.

G. Insurance Coverage After Separation from Employment

When a member separates from Board employment for any reason (including without limit termination proceedings, resignation, and/or retirement), the member's last month of district pay is also the member's last month of medical insurance coverage. Such coverage will terminate after the last day of that final month of payment.

12.02 Severance Pay

12.021 Calculation

A. Certificated employees who have five (5) or more years of service in the Bay Village City School District may elect at the time of retirement from the Bay Village City School District to be paid in cash for one-half (1/2) of the value of accrued but unused sick leave credit not to exceed seventy-five (75) days.

B. Payments shall be made at the teacher's daily rate effective at the time of retirement, exclusive of supplementals, extended time or other additional forms of compensation and shall be paid into the Section 403(b) "Special Pay Plan" earlier established by the Board.

12.022 Restriction

Retirement shall relate to those employees who have indicated an intent to retire and for which the Board has received an application for processing from the appropriate retirement system for retirement benefits to such employees.

12.023 Payment

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time, except for up to 15 days if they remain available after severance has been paid. Such payment will be made only once to any employee.

12.03 Employer "Pick-Up" of Teacher Employee Retirement Contribution

12.031 Date of Implementation

With the Bay Teachers' Association, on behalf of its membership, requesting that the Board of Education of the Bay Village City School District implement the "pick-up" of the certificated teacher employees required contributions to the State Teachers Retirement System (STRS) and with the Board of Education having agreed to do so the Treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment of such employee, and that such amount contributed by the Board on behalf of the certificated

employee shall be treated as a deferred salary from the contract salary otherwise payable to such certificated employee in cash.

12.032 Contract Addendum

The Treasurer is also directed to prepare and distribute an addendum to each certificated employee's contract which states that:

A. The employee's contract salary is being restated as consisting of:

1. a cash salary component, and

2. a "pick-up" component, which is equal to the amount of the employee contribution being "picked up" by the Board of behalf of the employee;

B. The Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee; and

C. Sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the employee's restated salary.

12.033 Restriction

The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto, (including pick-up amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect.

12.034 Tax Withholdings

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the

"pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE XIII- SALARY SCHEDULES AND COMPENSATION

13.01 Emergency/Non-Emergency Substitute Pay

13.011 Definition of Emergency

In the event of an emergency [emergency is defined as the absence of the regular teacher for legitimate reasons covered by sick leave or personal leave policy], the substitute must assume the duties of the regular teacher. Teachers who call in absences after 6:30 a.m. of the day of absence also will call their building principal or designee to advise her/him of the absence.

13.012 Pay Rate

A. Subject to paragraph B below, teachers who substitute for the absent teacher for classroom or study hall duty over and above his/her regular assigned duties shall be paid at the curriculum rate of pay. Such payment shall occur for any portion of one-half (1/2) hour in such duty. For any fraction of the period worked over one half (1/2), the teacher shall be compensated at the full rate.

B. If the teacher performs emergency substitute duty on four (4) or more occasions in the first semester, his/her rate for all emergency substitute duty in the second semester shall be .00084 of the Base Salary for work hour. For purposes of this Section 13.012 and Section 13.014 below, the term "occasion" refers to a period of approximately forty-five (45) minutes. Periods of over sixty (60) minutes will count as two (2) occasions.

13.013 Volunteer Forms

A. The administration will first seek volunteers from among those who have signed volunteer forms for such duty.

B. The list of teacher volunteers for emergency substitute duty shall be revised annually.

13.014 Required Emergency Substitute Duty

In the event volunteers are unavailable, and a reasonable effort to secure a substitute is unsuccessful, a teacher may be required to perform the emergency substitute duty.

A. No teacher shall be required to perform such emergency substitute duty more than three (3) times per semester. Available regular substitutes will be utilized before an emergency substitute assignment is made. Existing regular substitutes will be surveyed regarding their interest in performing added substitution assignments (for added compensation) during their preparation/conference periods.

B. The teacher required to perform emergency substitute duty shall be advised of that assignment one hour before the start of the assignment if possible.

C. Teachers will be advised of emergency substitute assignments as early as possible before the start of the student day.

13.02 Summer School Salaries

Teachers employed in the Bay Village Summer School program shall receive .0008235 of the B.A. Base salary/hour.

13.03 Special Curriculum Work

13.031 Rates of Pay

A. All approved curriculum work which takes place outside of the teacher's 8-hour day shall be compensated at .0006513 of the base salary per work hour for committee members and .000782 of the base salary per work hour for committee chairs and co-chairs.

B. For work done before or after the student year the rate shall be .00071 of the base salary per work hour for members and .00084 of the base salary per work hour for committee chairs and co-chairs.

13.04 Regular Curriculum Work Salaries

13.041 Rates of Pay

A. Teachers appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum shall be compensated at the rate of .0006513 of the base salary per work hour of that year for committee members and .000782 of the base per work hour for committee chairs or co-chairs for any work performed outside the teacher's 8-hour day.

B. For work done before or after the student year the rate shall be .00071 of the base salary per work hour of that school year for members and .00084 of the base salary per work hour for committee chairs and co-chairs.

13.042 Limitation

Payment for such work shall be made at the end of each semester.

13.05 Representation of "Specials" Teachers

At grades K through 8 the "specials" teachers (art, music, family and consumer science, technology, and P.E.) may identify an individual from the group at each building to attend grade level coordinator or team leader meetings held with the administration. The representative will be compensated at the rate of pay for regular curriculum work, section 13.041.

13.06 Supplemental Criteria

Movement in supplemental levels:

Level I – Year one (1) of supplemental contract service

Level II – Years two (2) and three (3) of supplemental contract service

Level III – Years four (4) and five (5) of supplemental contract service

Level IV – After five (5) years of service in the same supplemental position

13.061 Student Oriented Activities Criteria Scale

A. Formula: .00602 x Base Salary = Dollars Per Point

1. 2016-17 -- $ 251.98 per point for Level IV Salary

2. 2017-18 -- $ 256.39 per point for Level IV Salary

3. 2018-19 -- $ 260.88 per point for Level IV Salary

B. Salary Levels

Level I Salary is 80% of Level IV Salary

Level II Salary is 85% of Level IV Salary

Level III Salary is 93% of Level IV Salary

C. Salary Calculation Chart for Student Oriented

Hours	Points	Hours	Points
0-20	4	341-360	21
21-40	5	361-380	22
41-60	6	381-400	23
61-80	7	401-420	24
81-100	8	421-440	25
101-120	9	441-460	26
121-140	10	461-480	27
141-160	11	481-500	28
161-180	12	501-520	29
181-200	13	521-540	30
201-220	14	541-560	31
221-240	15	561-580	32
241-260	16	581-600	33
261-280	17	601-620	34
281-300	18	621-640	35
301-320	19	641-660	36
321-340	20	661-680	37
		681-700	38

13.062 Athletic Criteria Scale

A. Length of Season (Days)

	Days	Points	Weighted
Total number of days from beginning (date coaching may begin) to end (date coaching must stop) of season as established by the OHSAA. Includes Sunday and holidays.	1-20	1	Total * 2
	21-40	2	
	41-60	3	
	61-80	4	
	81-100	5	
	101-120	6	
	121-140	7	
	141-160	8	
	161-180	9	
	81-200	10	

B. Number of Performances

	Games	Points	Weighted
(Games, Meets, Matches) Maximum number of games/points permitted by the OHSAA. Does not include scrimmages. (Football X 2)	1-5	1	Total * 2
	6-10	2	
	11-15	3	
	16-20	4	
	21-25	5	
	26-30	6	
	31-35	7	
	36-40	8	
	41-45	9	
	46-50	10	

C. Supervision of Participants -

	Ratio	Points	Weighted
Students Where there is more than one coach, this figure the total participating divided by the number of coaches,	1-10	1	Total * 1
	11-20	2	
	21-30	3	
	31-40	4	
	41-50	5	
	51-60	6	
	61-70	7	
	71-80	8	
	81-90	9	
	91-100	10	

D. Administrative Responsibility

	Students	Points	Weighted
	1-20	1	
Rosters, injury reports, physical	21-40	2	
exams, eligibility, budgets	41-60	3	
	61-80	4	
This figure represents the	81-100	5	Total * 1
total number of participants	101-120	6	
in an activity. It is not	121-140	7	
affected by the number	141-160	8	
of assistants.	161-180	9	
	181-200	10	

E. Supervision of Personnel

	Persons	Points	Weighted
	1	1	
Number of paid assistants	2	2	
at high school	3	3	
under supervision,	4	4	
	5	5	Total * 2
	6	6	
	7	7	
	8	8	
	9	9	
	10	10	

F. Multiplying factor for all coaching positions: .00600

G. Calculation of Salary

Criteria Points x Base Salary x .00600

1. 2016-2017 -- $251.14 per point

2. 2017-2018 -- $255.53 per point

3. 2018-2019 -- $260.00 per point

H. Coaching Salary Levels:

For coaching positions below that of head coach, positions will be paid according to the following scale:

Position	% of Head Coaches Salary
Coordinator	75%
JV, Varsity Asst.*	70%
* Varsity Assistant – Football, Swimming, Track and Lacrosse	
Head Freshmen Football	60%
Freshmen, Varsity Asst.**	55%
** Varsity Assistant – Baseball, Basketball, Hockey, Soccer, Girls C. Country and Volleyball	
Head 8th/M.S. Coordinator	50%
8th	45%
7th	45%

I. Salary Levels

Years of service are those earned at Bay Village City School District in the same or related supplemental position as determined by Superintendent.

Level I	80%	(Year 1)
Level II	85%	(Year 2 and 3)
Level III	93%	(Year 4 and 5)
Level IV	100%	(Year 6 and thereafter)

13.063 Salary Review

When both parties mutually agree to review salaries for all positions each of the criteria factors above will be determined based on a three (3) year average and applied to the position until the next review of the individual position or all positions. The supplemental contract holder may petition the Supplemental Review/Activities Council for an earlier review in the event of significant changes in the criteria.

13.064 Unfilled Positions

The central administration will seek input from building level administration and teachers before determining not to fill one or more positions for economic reasons.

The Board through the Superintendent will provide the BTA President with an explanation of why one or more supplemental positions are not filled.

13.065 Credit for Prior Service

A bargaining unit member who returns to perform a supplemental duty after a period of absence from a particular position or related position will be credited with earlier service in the District in the same supplemental position.

13.07 Supplemental Salary Schedules

13.071 – 2016-2019 Supplementary Salary Schedule

SUPPLEMENTALS 2016-17		*251.98*			
STUDENT ORIENTED					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Academic Challenge (MS)	1,008	1,071	1,172	1,260	5
Academic Challenge (HS)	2,016	2,142	2,344	2,520	10
Athletic Site Manager (HS) Fall	3,427	3,641	3,984	4,284	17
Athletic Site Manager (HS) Winter	2,218	2,356	2,578	2,772	11
Athletic Site Manager (HS) Spring	1,411	1,499	1,641	1,764	7
Athletic Site Manager (MS) (2)	1,613	1,714	1,875	2,016	8
Bay Window	1,814	1,928	2,109	2,268	9
Bay Middle School Newspaper	1,411	1,499	1,641	1,764	7
Builders Club	1,411	1,499	1,641	1,764	7
Cheerleading (Head)	4,032	4,284	4,687	5,040	20
Cheerleading (Asst.)	2,218	2,356	2,578	2,772	11
Cheerleading (MS)	1,814	1,928	2,109	2,268	9
Chess Club (MS)	1,210	1,285	1,406	1,512	6
Choreographer	1,210	1,285	1,406	1,512	6
Class Advisor (9)	1,008	1,071	1,172	1,260	5
Class Advisor (10)	1,210	1,285	1,406	1,512	6
Class Advisor (11)	1,411	1,499	1,641	1,764	7
Class Advisor (12)	1,613	1,714	1,875	2,016	8
Thespian Club	2,218	2,356	2,578	2,772	11
Fall Play Director	1,411	1,499	1,641	1,764	7
Drama (Asst)	2,822	2,999	3,281	3,528	14
Drama Director (MS)	1,210	1,285	1,406	1,512	6
GSA/Teens for Equality Advisor	1,008	1,071	1,172	1,260	5
Key Club	2,822	2,999	3,281	3,528	14
Lego Club	1,411	1,499	1,641	1,764	7
Lego Club (W)	1,008	1,071	1,172	1,260	5
Literary Magazine	1,210	1,285	1,406	1,512	6
Model UN	1,613	1,714	1,875	2,016	8
Multi-Cultural	1,613	1,714	1,875	2,016	8
Musical Director	2,621	2,785	3,047	3,276	13
Musical - Vocal	2,016	2,142	2,344	2,520	10
NHS	1,411	1,499	1,641	1,764	7

STUDENT ORIENTED 2016-17					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Destination Imagination	2,822	2,999	3,281	3,528	14
Photo (Publications)	2,822	2,999	3,281	3,528	14
Physical Fitness Instructor (Sp)	2,016	2,142	2,344	2,520	10
Physical Fitness Instructor (F)	2,016	2,142	2,344	2,520	10
Physical Fitness Instructor (W)	2,016	2,142	2,344	2,520	10
Project Earth	1,814	1,928	2,109	2,268	9
Pit Orchestra	1,210	1,285	1,406	1,512	6
Power of the Pen	1,613	1,714	1,875	2,016	8
Rockettes	5,040	5,355	5,859	6,300	25
Rockettes Asst.	2,218	2,356	2,578	2,772	11
SADD	1,411	1,499	1,641	1,764	7
Science Club	1,814	1,928	2,109	2,268	9
Science Olympiad (5, 6)	1,411	1,499	1,641	1,764	7
Science Olympiad (7, 8)	1,411	1,499	1,641	1,764	7
Science Olympiad (HS)	1,814	1,928	2,109	2,268	9
Ski Club (MS)	1,210	1,285	1,406	1,512	6
Ski Club (HS)	1,210	1,285	1,406	1,512	6
Spelling Bee	1,008	1,071	1,172	1,260	5
Stagecrafters	3,024	3,213	3,515	3,780	15
Student Government (W)	1,008	1,071	1,172	1,260	5
Tech Club (HS)	1,411	1,499	1,641	1,764	7
Town Council (2) Gr. 5, 6	1,008	1,071	1,172	1,260	5
Town Council (2) Gr. 7, 8	1,210	1,285	1,406	1,512	6
Town Government (HS)	2,621	2,785	3,047	3,276	13
Villager	4,032	4,284	4,687	5,040	20
Yearbook	5,644	5,997	6,561	7,055	28
Yearbook (Asst)	2,419	2,570	2,812	3,024	12
YPF Advisor	1,008	1,071	1,172	1,260	5
Department Chairs	Level I	Level II	Level III	Level IV	pts
Art	1,411	1,499	1,641	1,764	7
Business & Technology	1,411	1,499	1,641	1,764	7
Foreign Language	2,218	2,356	2,578	2,772	11
Guidance (K-12)	2,218	2,356	2,578	2,772	11
Health/Physical Education/ Family and Consumer Science/ Career Based	1,411	1,499	1,641	1,764	7
Language Arts	2,218	2,356	2,578	2,772	11

Library/Media (K-12)	1,613	1,714	1,875	2,016	8
Mathematics	2,218	2,356	2,578	2,772	11
Music	1,411	1,499	1,641	1,764	7
Science	2,218	2,356	2,578	2,772	11
Special Education	1,411	1,499	1,641	1,764	7
Social Studies	2,218	2,356	2,578	2,772	11
2016-17					
Grade Level Coordinator					
Grade K	1,411	1,499	1,641	1,764	7
Grade 1	1,411	1,499	1,641	1,764	7
Grade 2	1,411	1,499	1,641	1,764	7
Grade 3	1,411	1,499	1,641	1,764	7
Grade 4	1,411	1,499	1,641	1,764	7
Art Exhibit Coordinator					
Normandy	1,008	1,071	1,172	1,260	5
Westerly	1,008	1,071	1,172	1,260	5
Middle School (2)	1,008	1,071	1,172	1,260	5
High School (3)	1,008	1,071	1,172	1,260	5
Summer Programs Coordinator	3,024	3,213	3,515	3,780	15
Middle School Team Leader					
Team Leader Grade 5 (2)	1,411	1,499	1,641	1,764	7
Team Leader Grade 6 (2)	1,411	1,499	1,641	1,764	7
Team Leader Grade 7 (2)	1,411	1,499	1,641	1,764	7
Team Leader Grade 8 (2)	1,411	1,499	1,641	1,764	7
Team Leader Special Ed (1)	1,411	1,499	1,641	1,764	7
Team Leader Specials (1)	1,008	1,071	1,172	1,260	5
MUSIC	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Band Director (HS)	3,427	3,641	3,984	4,284	17
Band Director (MS)	2,822	2,999	3,281	3,528	14
Choir Director (HS)	3,427	3,641	3,984	4,284	17
Choir Director (MS)	2,016	2,142	2,344	2,520	10
Choir Director(Westerly)	1,008	1,071	1,172	1,260	5
Marching Band Director	6,249	6,639	7,264	7,811	31
Marching Band Director Asst	2,822	2,999	3,281	3,528	14
Orchestra Director (HS)	3,427	3,641	3,984	4,284	17

INTERSCHOLASTIC		**251.14**			
2016-17					
	Level I	**Level II**	**Level III**	**Level IV**	**pts**
MS Activites/Athletic Director	4,621	4,910	5,372	5,776	23
Baseball					
Head	6,228	6,617	7,240	7,785	31
Varsity Assistant	3,426	3,640	3,982	4,282	
JV	4,360	4,633	5,069	5,450	
9th	3,426	3,640	3,982	4,282	
Basketball – Boys					
Head	6,228	6,617	7,240	7,785	31
Asst. Varsity	3,426	3,640	3,982	4,282	
JV	4,360	4,633	5,069	5,450	
9th	3,426	3,640	3,982	4,282	
8th	2,802	2,978	3,258	3,503	
7th	2,802	2,978	3,258	3,503	
Basketball – Girls					
Head	6,228	6,617	7,240	7,785	31
Asst. Varsity	3,426	3,640	3,982	4,282	
JV	4,360	4,633	5,069	5,450	
9th	3,426	3,640	3,982	4,282	
8th	2,802	2,978	3,258	3,503	
7th	2,802	2,978	3,258	3,503	
Cross Country					
Head Boys	4,219	4,483	4,905	5,274	21
Head Girls	4,822	5,123	5,605	6,027	24
Girls Asst.	2,652	2,818	3,083	3,315	
Middle School CC Head	2,411	2,562	2,803	3,014	
Middle School CC (2)	1,898	2,017	2,207	2,373	
Football					
Head	7,434	7,898	8,642	9,292	37
Asst Varsity Coordinator	5,575	5,924	6,481	6,969	
Asst. Var (4)	5,203	5,528	6,049	6,504	
9th Head	4,460	4,739	5,185	5,575	

9th	4,089	4,344	4,753	5,111	
8th Head	3,717	3,949	4,321	4,646	
8th	3,345	3,554	3,888	4,181	
7th Head	3,345	3,554	3,888	4,181	
7th	3,345	3,554	3,888	4,181	
INTERSCHOLASTIC					
2016-17	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Golf - Boys					
Head	3,818	4,056	4,438	4,772	19
Golf - Girls					
Head	3,818	4,056	4,438	4,772	19
Golf – Boys and Girls JV (1)	2,672	2,839	3,106	3,340	
Hockey					
Head	6,027	6,404	7,007	7,534	30
Asst Varsity	3,315	3,522	3,854	4,144	
Lacrosse - Boys					
Head	4,822	5,123	5,605	6,027	24
Asst Varsity	3,375	3,586	3,924	4,219	
Lacrosse - Girls					
Head	4,822	5,123	5,605	6,027	24
Asst Varsity	3,375	3,586	3,924	4,219	
Soccer – Boys					
Head	5,826	6,191	6,773	7,283	29
Varsity Assistant	3,205	3,405	3,726	4,006	
JV	4,078	4,333	4,741	5,098	
9th	3,205	3,405	3,726	4,006	
Soccer – Girls					
Head	5,826	6,191	6,773	7,283	29
Varsity Assistant	3,205	3,405	3,726	4,006	
JV	4,078	4,333	4,741	5,098	
9th	3,205	3,405	3,726	4,006	

Interscholastic 2016-17	Level I	Level II	Level III	Level IV	pts
Softball					
Head	5,826	6,191	6,773	7,283	29
JV	4,078	4,333	4,741	5,098	
Freshman	3,205	3,405	3,726	4,006	
Middle School	2,622	2,785	3,048	3,277	
Swimming					
Head	5,425	5,764	6,306	6,781	27
Asst	3,798	4,035	4,415	4,747	
Asst/Diving	3,255	3,459	3,784	4,069	
Tennis – Boys					
Head	4,621	4,910	5,372	5,776	23
JV	3,234	3,437	3,760	4,043	
Tennis – Girls					
Head	4,822	5,123	5,605	6,027	24
JV	3,375	3,586	3,924	4,219	
Track – Boys					
Head	5,023	5,337	5,839	6,279	25
Middle (2)	2,261	2,402	2,628	2,826	
Track – Girls					
Head	4,822	5,123	5,605	6,027	24
Middle (2)	2,170	2,305	2,522	2,712	
Track- Girls and Boys					
Assistant (3)	3,375	3,586	3,924	4,219	
Volleyball					
Head	5,826	6,191	6,773	7,283	29
Varsity Assistant	3,205	3,405	3,726	4,006	
JV	4,078	4,333	4,741	5,098	
9th	3,205	3,405	3,726	4,006	
8th	2,622	2,785	3,048	3,277	
7th	2,622	2,785	3,048	3,277	
Wrestling					
Head	5,023	5,337	5,839	6,279	25
JV	3,516	3,736	4,087	4,395	
9th	2,762	2,935	3,211	3,453	
Middle (2)	2,261	2,402	2,628	2,826	

SUPPLEMENTALS 2017-18		***256.39***			
STUDENT ORIENTED					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Academic Challenge (MS)	1,026	1,090	1,192	1,282	5
Academic Challenge (HS)	2,051	2,179	2,385	2,564	10
Athletic Site Manager (HS) Fall	3,487	3,705	4,054	4,359	17
Athletic Site Manager (HS) Winter	2,256	2,397	2,623	2,820	11
Athletic Site Manager (HS) Spring	1,436	1,526	1,669	1,795	7
Athletic Site Manager (MS) (2)	1,641	1,743	1,907	2,051	8
Bay Window	1,846	1,962	2,146	2,308	9
Bay Middle School Newspaper	1,436	1,526	1,669	1,795	7
Builders Club	1,436	1,526	1,669	1,795	7
Cheerleading (Head)	4,102	4,359	4,769	5,128	20
Cheerleading (Asst.)	2,256	2,397	2,623	2,820	11
Cheerleading (MS)	1,846	1,962	2,146	2,308	9
Chess Club (MS)	1,230	1,307	1,430	1,538	6
Choreographer	1,230	1,307	1,430	1,538	6
Class Advisor (9)	1,026	1,090	1,192	1,282	5
Class Advisor (10)	1,230	1,307	1,430	1,538	6
Class Advisor (11)	1,436	1,526	1,669	1,795	7
Class Advisor (12)	1,641	1,743	1,907	2,051	8
Thespian Club	2,256	2,397	2,623	2,820	11
Fall Play Director	1,436	1,526	1,669	1,795	7
Drama (Asst)	2,871	3,051	3,338	3,589	14
Drama Director (MS)	1,230	1,307	1,430	1,538	6
GSA/Teens for Equality Advisor	1,026	1,090	1,192	1,282	5
Key Club	2,871	3,051	3,338	3,589	14
Lego Club	1,436	1,526	1,669	1,795	7
Lego Club (W)	1,026	1,090	1,192	1,282	5
Literary Magazine	1,230	1,307	1,430	1,538	6
Model UN	1,641	1,743	1,907	2,051	8
Multi-Cultural	1,641	1,743	1,907	2,051	8
Musical Director	2,666	2,833	3,100	3,333	13
Musical - Vocal	2,051	2,179	2,385	2,564	10
NHS	1,436	1,526	1,669	1,795	7
Destination Imagination	2,871	3,051	3,338	3,589	14
Photo (Publications)	2,871	3,051	3,338	3,589	14
Physical Fitness Instructor (Sp)	2,051	2,179	2,385	2,564	10
Physical Fitness Instructor (F)	2,051	2,179	2,385	2,564	10

STUDENT ORIENTED 2017-18					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Physical Fitness Instructor (W)	2,051	2,179	2,385	2,564	10
Project Earth	1,846	1,962	2,146	2,308	9
Pit Orchestra	1,230	1,307	1,430	1,538	6
Power of the Pen	1,641	1,743	1,907	2,051	8
Rockettes	5,128	5,449	5,961	6,410	25
Rockettes Asst.	2,256	2,397	2,623	2,820	11
SADD	1,436	1,526	1,669	1,795	7
Science Club	1,846	1,962	2,146	2,308	9
Science Olympiad (5, 6)	1,436	1,526	1,669	1,795	7
Science Olympiad (7, 8)	1,436	1,526	1,669	1,795	7
Science Olympiad (HS)	1,846	1,962	2,146	2,308	9
Ski Club (MS)	1,230	1,307	1,430	1,538	6
Ski Club (HS)	1,230	1,307	1,430	1,538	6
Spelling Bee	1,026	1,090	1,192	1,282	5
Stagecrafters	3,077	3,269	3,577	3,846	15
Student Government (W)	1,026	1,090	1,192	1,282	5
Tech Club (HS)	1,436	1,526	1,669	1,795	7
Town Council (2) Gr. 5, 6	1,026	1,090	1,192	1,282	5
Town Council (2) Gr. 7, 8	1,230	1,307	1,430	1,538	6
Town Government (HS)	2,666	2,833	3,100	3,333	13
Villager	4,102	4,359	4,769	5,128	20
Yearbook	5,743	6,102	6,676	7,179	28
Yearbook (Asst)	2,462	2,615	2,862	3,077	12
YPF Advisor	1,026	1,090	1,192	1,282	5
Department Chairs	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Art	1,436	1,526	1,669	1,795	7
Business & Technology	1,436	1,526	1,669	1,795	7
Foreign Language	2,256	2,397	2,623	2,820	11
Guidance (K-12)	2,256	2,397	2,623	2,820	11
Health/Physical Education/ Family and Consumer Science/ Career Based	1,436	1,526	1,669	1,795	7
Language Arts	2,256	2,397	2,623	2,820	11
Library/Media (K-12)	1,641	1,743	1,907	2,051	8
Mathematics	2,256	2,397	2,623	2,820	11
Music	1,436	1,526	1,669	1,795	7
Science	2,256	2,397	2,623	2,820	11
Special Education	1,436	1,526	1,669	1,795	7
Social Studies	2,256	2,397	2,623	2,820	11

STUDENT ORIENTED 2017-18					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Grade Level Coordinator					
Grade K	1,436	1,526	1,669	1,795	7
Grade 1	1,436	1,526	1,669	1,795	7
Grade 2	1,436	1,526	1,669	1,795	7
Grade 3	1,436	1,526	1,669	1,795	7
Grade 4	1,436	1,526	1,669	1,795	7
Art Exhibit Coordinator					
Normandy	1,026	1,090	1,192	1,282	5
Westerly	1,026	1,090	1,192	1,282	5
Middle School (2)	1,026	1,090	1,192	1,282	5
High School (3)	1,026	1,090	1,192	1,282	5
Summer Programs Coordinator	3,077	3,269	3,577	3,846	15
Middle School Team Leader					
Team Leader Grade 5 (2)	1,436	1,526	1,669	1,795	7
Team Leader Grade 6 (2)	1,436	1,526	1,669	1,795	7
Team Leader Grade 7 (2)	1,436	1,526	1,669	1,795	7
Team Leader Grade 8 (2)	1,436	1,526	1,669	1,795	7
Team Leader Special Ed (1)	1,436	1,526	1,669	1,795	7
Team Leader Specials (1)	1,026	1,090	1,192	1,282	5
Music					
	Level I	**Level II**	**Level III**	**Level IV**	
Band Director (HS)	3,487	3,705	4,054	4,359	17
Band Director (MS)	2,871	3,051	3,338	3,589	14
Choir Director (HS)	3,487	3,705	4,054	4,359	17
Choir Director (MS)	2,051	2,179	2,385	2,564	10
Choir Director(Westerly)	1,026	1,090	1,192	1,282	5
Marching Band Director	6,358	6,756	7,392	7,948	31
Marching Band Director Asst	2,871	3,051	3,338	3,589	14
Orchestra Director (HS)	3,487	3,705	4,054	4,359	17

INTERSCHOLASTIC		***255.53***			
2017-18	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
MS Activites/Athletic Director	4,702	4,995	5,466	5,877	23
Baseball					
Head	6,337	6,733	7,367	7,921	31
Varsity Assistant	3,486	3,703	4,052	4,357	
JV	4,436	4,713	5,157	5,545	
9th	3,486	3,703	4,052	4,357	
Basketball – Boys					
Head	6,337	6,733	7,367	7,921	31
Asst. Varsity	3,486	3,703	4,052	4,357	
JV	4,436	4,713	5,157	5,545	
9th	3,486	3,703	4,052	4,357	
8th	2,851	3,029	3,315	3,564	
7th	2,851	3,029	3,315	3,564	
Basketball – Girls					
Head	6,337	6,733	7,367	7,921	31
Asst. Varsity	3,486	3,703	4,052	4,357	
JV	4,436	4,713	5,157	5,545	
9th	3,486	3,703	4,052	4,357	
8th	2,851	3,029	3,315	3,564	
7th	2,851	3,029	3,315	3,564	
Cross Country					
Head Boys	4,293	4,561	4,990	5,366	21
Head Girls	4,906	5,213	5,704	6,133	24
Girls Asst.	2,698	2,867	3,137	3,373	
Middle School CC Head	2,454	2,607	2,852	3,067	
Middle School CC (2)	1,932	2,053	2,246	2,415	
Football					
Head	7,564	8,037	8,793	9,455	37
Asst Varsity Coordinator	5,673	6,027	6,595	7,091	
Asst. Var (4)	5,295	5,626	6,156	6,619	
9th Head	4,538	4,822	5,276	5,673	
9th	4,160	4,420	4,836	5,200	

8th Head	3,782	4,019	4,397	4,728	
8th	3,404	3,617	3,957	4,255	
7th Head	3,404	3,617	3,957	4,255	
7th	3,404	3,617	3,957	4,255	
INTERSCHOLASTIC – 2017-18	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Golf - Boys					
Head	3,884	4,127	4,515	4,855	19
Golf - Girls					
Head	3,884	4,127	4,515	4,855	19
Golf – Boys and Girls JV (1)	2,719	2,889	3,161	3,399	
Hockey					
Head	6,133	6,516	7,129	7,666	30
Asst Varsity	3,373	3,584	3,921	4,216	
Lacrosse - Boys					
Head	4,906	5,213	5,704	6,133	24
Asst Varsity	3,434	3,649	3,992	4,293	
Lacrosse - Girls					
Head	4,906	5,213	5,704	6,133	24
Asst Varsity	3,434	3,649	3,992	4,293	
Soccer – Boys					
Head	5,928	6,299	6,891	7,410	29
Varsity Assistant	3,261	3,465	3,791	4,076	
JV	4,150	4,409	4,824	5,187	
9th	3,261	3,465	3,791	4,076	
Soccer – Girls					
Head	5,928	6,299	6,891	7,410	29
Varsity Assistant	3,261	3,465	3,791	4,076	
JV	4,150	4,409	4,824	5,187	
9th	3,261	3,465	3,791	4,076	
Softball					
Head	5,928	6,299	6,891	7,410	29
JV	4,150	4,409	4,824	5,187	
Freshman	3,261	3,465	3,791	4,076	
Middle School	2,668	2,835	3,102	3,335	

INTERSCHOLASTIC 2017-18	Level I	Level II	Level III	Level IV	pts
Swimming					
Head	5,519	5,864	6,416	6,899	27
Asst	3,863	4,105	4,491	4,829	
Asst/Diving	3,311	3,518	3,849	4,139	
Tennis – Boys					
Head	4,702	4,995	5,466	5,877	23
JV	3,291	3,497	3,826	4,114	
Tennis – Girls					
Head	4,906	5,213	5,704	6,133	24
JV	3,434	3,649	3,992	4,293	
Track – Boys					
Head	5,110	5,430	5,941	6,388	25
Middle (2)	2,300	2,444	2,674	2,875	
Track – Girls					
Head	4,906	5,213	5,704	6,133	24
Middle (2)	2,208	2,346	2,567	2,760	
Track- Girls and Boys					
Assistant (3)	3,434	3,649	3,992	4,293	
Volleyball					
Head	5,928	6,299	6,891	7,410	29
Varsity Assistant	3,261	3,465	3,791	4,076	
JV	4,150	4,409	4,824	5,187	
9th	3,261	3,465	3,791	4,076	
8th	2,668	2,835	3,102	3,335	
7th	2,668	2,835	3,102	3,335	
Wrestling					
Head	5,110	5,430	5,941	6,388	25
JV	3,578	3,801	4,159	4,472	
9th	2,810	2,986	3,267	3,513	
Middle (2)	2,300	2,444	2,674	2,875	

SUPPLEMENTALS 2018-19		***260.88***			
STUDENT ORIENTED	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Academic Challenge (MS)	1,043	1,108	1,213	1,304	5
Academic Challenge (HS)	2,087	2,218	2,426	2,609	10
Athletic Site Manager (HS) Fall	3,548	3,770	4,125	4,435	17
Athletic Site Manager (HS) Winter	2,296	2,440	2,669	2,870	11
Athletic Site Manager (HS) Spring	1,461	1,552	1,698	1,826	7
Athletic Site Manager (MS) (2)	1,670	1,774	1,941	2,087	8
Bay Window	1,878	1,996	2,184	2,348	9
Bay Middle School Newspaper	1,461	1,552	1,698	1,826	7
Builders Club	1,461	1,552	1,698	1,826	7
Cheerleading (Head)	4,174	4,435	4,853	5,218	20
Cheerleading (Asst.)	2,296	2,440	2,669	2,870	11
Cheerleading (MS)	1,878	1,996	2,184	2,348	9
Chess Club (MS)	1,252	1,330	1,455	1,565	6
Choreographer	1,252	1,330	1,455	1,565	6
Class Advisor (9)	1,043	1,108	1,213	1,304	5
Class Advisor (10)	1,252	1,330	1,455	1,565	6
Class Advisor (11)	1,461	1,552	1,698	1,826	7
Class Advisor (12)	1,670	1,774	1,941	2,087	8
Thespian Club	2,296	2,440	2,669	2,870	11
Fall Play Director	1,461	1,552	1,698	1,826	7
Drama (Asst)	2,922	3,104	3,396	3,652	14
Drama Director (MS)	1,252	1,330	1,455	1,565	6
GSA/Teens for Equality Advisor	1,043	1,108	1,213	1,304	5
Key Club	2,922	3,104	3,396	3,652	14
Lego Club	1,461	1,552	1,698	1,826	7
Lego Club (W)	1,043	1,108	1,213	1,304	5
Literary Magazine	1,252	1,330	1,455	1,565	6
Model UN	1,670	1,774	1,941	2,087	8
Multi-Cultural	1,670	1,774	1,941	2,087	8
Musical Director	2,713	2,882	3,154	3,391	13
Musical - Vocal	2,087	2,218	2,426	2,609	10
NHS	1,461	1,552	1,698	1,826	7
Destination Imagination	2,922	3,104	3,396	3,652	14
Photo (Publications)	2,922	3,104	3,396	3,652	14
Physical Fitness Instructor (Sp)	2,087	2,218	2,426	2,609	10
Physical Fitness Instructor (F)	2,087	2,218	2,426	2,609	10
Physical Fitness Instructor (W)	2,087	2,218	2,426	2,609	10

STUDENT ORIENTED 2018-19					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Project Earth	1,878	1,996	2,184	2,348	9
Pit Orchestra	1,252	1,330	1,455	1,565	6
Power of the Pen	1,670	1,774	1,941	2,087	8
Rockettes	5,218	5,544	6,065	6,522	25
Rockettes Asst.	2,296	2,440	2,669	2,870	11
SADD	1,461	1,552	1,698	1,826	7
Science Club	1,878	1,996	2,184	2,348	9
Science Olympiad (5, 6)	1,461	1,552	1,698	1,826	7
Science Olympiad (7, 8)	1,461	1,552	1,698	1,826	7
Science Olympiad (HS)	1,878	1,996	2,184	2,348	9
Ski Club (MS)	1,252	1,330	1,455	1,565	6
Ski Club (HS)	1,252	1,330	1,455	1,565	6
Spelling Bee	1,043	1,108	1,213	1,304	5
Stagecrafters	3,130	3,326	3,639	3,913	15
Student Government (W)	1,043	1,108	1,213	1,304	5
Tech Club (HS)	1,461	1,552	1,698	1,826	7
Town Council (2) Gr. 5, 6	1,043	1,108	1,213	1,304	5
Town Council (2) Gr. 7, 8	1,252	1,330	1,455	1,565	6
Town Government (HS)	2,713	2,882	3,154	3,391	13
Villager	4,174	4,435	4,853	5,218	20
Yearbook	5,844	6,209	6,794	7,305	28
Yearbook (Asst)	2,505	2,661	2,912	3,131	12
YPF Advisor	1,043	1,108	1,213	1,304	5
Department Chairs	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Art	1,461	1,552	1,698	1,826	7
Business & Technology	1,461	1,552	1,698	1,826	7
Foreign Language	2,296	2,440	2,669	2,870	11
Guidance (K-12)	2,296	2,440	2,669	2,870	11
Health/Physical Education/ Family and Consumer Science/ Career Based	1,461	1,552	1,698	1,826	7
Language Arts	2,296	2,440	2,669	2,870	11
Library/Media (K-12)	1,670	1,774	1,941	2,087	8
Mathematics	2,296	2,440	2,669	2,870	11
Music	1,461	1,552	1,698	1,826	7
Science	2,296	2,440	2,669	2,870	11
Special Education	1,461	1,552	1,698	1,826	7
Social Studies	2,296	2,440	2,669	2,870	11

STUDENT ORIENTED 2018-19					
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Grade Level Coordinator					
Grade K	1,461	1,552	1,698	1,826	7
Grade 1	1,461	1,552	1,698	1,826	7
Grade 2	1,461	1,552	1,698	1,826	7
Grade 3	1,461	1,552	1,698	1,826	7
Grade 4	1,461	1,552	1,698	1,826	7
Art Exhibit Coordinator					
Normandy	1,043	1,108	1,213	1,304	5
Westerly	1,043	1,108	1,213	1,304	5
Middle School (2)	1,043	1,108	1,213	1,304	5
High School (3)	1,043	1,108	1,213	1,304	5
Summer Programs Coordinator	3,130	3,326	3,639	3,913	15
Middle School Team Leader					
Team Leader Grade 5 (2)	1,461	1,552	1,698	1,826	7
Team Leader Grade 6 (2)	1,461	1,552	1,698	1,826	7
Team Leader Grade 7 (2)	1,461	1,552	1,698	1,826	7
Team Leader Grade 8 (2)	1,461	1,552	1,698	1,826	7
Team Leader Special Ed (1)	1,461	1,552	1,698	1,826	7
Team Leader – Specials (1)	1,043	1,108	1,213	1,304	5
Music					
	Level I	Level II	Level III	Level IV	
Band Director (HS)	3,548	3,770	4,125	4,435	17
Band Director (MS)	2,922	3,104	3,396	3,652	14
Choir Director (HS)	3,548	3,770	4,125	4,435	17
Choir Director (MS)	2,087	2,218	2,426	2,609	10
Choir Director(Westerly)	1,043	1,108	1,213	1,304	5
Marching Band Director	6,470	6,874	7,521	8,087	31
Marching Band Director Asst	2,922	3,104	3,396	3,652	14
Orchestra Director (HS)	3,548	3,770	4,125	4,435	17

INTERSCHOLASTIC		*260.00*			
2018-19	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
MS Activites/Athletic Director	4,784	5,083	5,561	5,980	23
Baseball					
Head	6,448	6,851	7,496	8,060	31
Varsity Assistant	3,546	3,768	4,123	4,433	
JV	4,514	4,796	5,247	5,642	
9th	3,546	3,768	4,123	4,433	
Basketball – Boys					
Head	6,448	6,851	7,496	8,060	31
Asst. Varsity	3,546	3,768	4,123	4,433	
JV	4,514	4,796	5,247	5,642	
9th	3,546	3,768	4,123	4,433	
8th	2,902	3,083	3,373	3,627	
7th	2,902	3,083	3,373	3,627	
Basketball – Girls					
Head	6,448	6,851	7,496	8,060	31
Asst. Varsity	3,546	3,768	4,123	4,433	
JV	4,514	4,796	5,247	5,642	
9th	3,546	3,768	4,123	4,433	
8th	2,902	3,083	3,373	3,627	
7th	2,902	3,083	3,373	3,627	
Cross Country					
Head Boys	4,368	4,641	5,078	5,460	21
Head Girls	4,992	5,304	5,803	6,240	24
Girls Asst.	2,746	2,917	3,192	3,432	
Middle School CC Head	2,496	2,652	2,902	3,120	
Middle School CC (2)	1,966	2,088	2,285	2,457	
Football					
Head	7,696	8,177	8,947	9,620	37
Asst Varsity Coordinator	5,772	6,133	6,710	7,215	
Asst. Var (4)	5,387	5,724	6,263	6,734	
9th Head	4,618	4,906	5,368	5,772	
9th	4,233	4,497	4,921	5,291	

8th Head	3,848	4,089	4,473	4,810	
8th	3,463	3,680	4,026	4,329	
7th Head	3,463	3,680	4,026	4,329	
7th	3,463	3,680	4,026	4,329	
INTERSCHOLASTIC 2018-19					
	Level I	**Level II**	**Level III**	**Level IV**	**pts**
Golf - Boys					
Head	3,952	4,199	4,594	4,940	19
Golf - Girls					
Head	3,952	4,199	4,594	4,940	19
Golf – Boys and Girls - JV (1)	2,766	2,939	3,216	3,458	
Hockey					
Head	6,240	6,630	7,254	7,800	30
Asst Varsity	3,432	3,647	3,990	4,290	
Lacrosse - Boys					
Head	4,992	5,304	5,803	6,240	24
Asst Varsity	3,494	3,713	4,062	4,368	
Lacrosse - Girls					
Head	4,992	5,304	5,803	6,240	24
Asst Varsity	3,494	3,713	4,062	4,368	
Soccer – Boys					
Head	6,032	6,409	7,012	7,540	29
Varsity Assistant	3,318	3,525	3,857	4,147	
JV	4,222	4,486	4,909	5,278	
9th	3,318	3,525	3,857	4,147	
Soccer – Girls					
Head	6,032	6,409	7,012	7,540	29
Varsity Assistant	3,318	3,525	3,857	4,147	
JV	4,222	4,486	4,909	5,278	
9th	3,318	3,525	3,857	4,147	
Softball					
Head	6,032	6,409	7,012	7,540	29
JV	4,222	4,486	4,909	5,278	
Freshman	3,318	3,525	3,857	4,147	
Middle School	2,714	2,884	3,155	3,393	

INTERSCHOLASTIC 2018-19	Level I	Level II	Level III	Level IV	pts
Swimming					
Head	5,616	5,967	6,529	7,020	27
Asst	3,931	4,177	4,570	4,914	
Asst/Diving	3,370	3,580	3,917	4,212	
Activity	**Level I**	**Level II**	**Level III**	**Level IV**	**pts**
Tennis – Boys					
Head	4,784	5,083	5,561	5,980	23
JV	3,349	3,558	3,893	4,186	
Tennis – Girls					
Head	4,992	5,304	5,803	6,240	24
JV	3,494	3,713	4,062	4,368	
Track – Boys					
Head	5,200	5,525	6,045	6,500	25
Middle (2)	2,340	2,486	2,720	2,925	
Track – Girls					
Head	4,992	5,304	5,803	6,240	24
Middle (2)	2,246	2,387	2,611	2,808	
Track- Girls and Boys					
Assistant (3)	3,494	3,713	4,062	4,368	24
Volleyball					
Head	6,032	6,409	7,012	7,540	29
Varsity Assistant	3,318	3,525	3,857	4,147	
JV	4,222	4,486	4,909	5,278	
9th	3,318	3,525	3,857	4,147	
8th	2,714	2,884	3,155	3,393	
7th	2,714	2,884	3,155	3,393	
Wrestling					
Head	5,200	5,525	6,045	6,500	25
JV	3,640	3,868	4,232	4,550	
9th	2,860	3,039	3,325	3,575	
Middle (2)	2,340	2,486	2,720	2,925	

13.08 **<u>Teacher Salary Schedules</u>**

The base on the salary schedule will increase 2.0% in:

2016-2017

The base on the salary schedule will increase 1.75% in:

2017-18 and 2018-2019

Schedules shall reflect the salary index (Section 13.081).

13.081 BAY VILLAGE BOARD OF EDUCATION
SALARY SCHEDULE INDEX

			C	D	E	F	F (a)	G	H	I	J	K
STEP	ND	BA	BA+10	BA+20	BA+30	BA+45/MA	BA+55	MA+10	MA+20	MA+30	MA+40	PHD
0	0.8800	1.0000	1.0175	1.0375	1.0600	1.1000	1.1088	1.1175	1.1375	1.1600	1.1801	1.2001
1	0.9152	1.0400	1.0591	1.0809	1.1053	1.1480	1.1571	1.1662	1.1871	1.2106	1.2315	1.2524
2	0.9518	1.0816	1.1024	1.1260	1.1525	1.1980	1.2076	1.2171	1.2389	1.2634	1.2852	1.3069
3	0.9899	1.1249	1.1475	1.1731	1.2017	1.2503	1.2603	1.2702	1.2929	1.3185	1.3413	1.3640
4	1.0295	1.1699	1.1945	1.2222	1.2530	1.3048	1.3152	1.3256	1.3493	1.3760	1.3997	1.4234
5	1.0707	1.2167	1.2433	1.2732	1.3065	1.3617	1.3726	1.3834	1.4081	1.4360	1.4607	1.4854
6	1.1135	1.2653	1.2942	1.3265	1.3623	1.4211	1.4324	1.4437	1.4695	1.4986	1.5244	1.5502
7	1.1580	1.3159	1.3471	1.3819	1.4204	1.4831	1.4949	1.5067	1.5336	1.5640	1.5909	1.6178
8	1.2043	1.3686	1.4022	1.4397	1.4811	1.5477	1.5606	1.5734	1.6005	1.6322	1.6603	1.6883
9	1.2525	1.4233	1.4595	1.4998	1.5443	1.6152	1.6281	1.6409	1.6703	1.7033	1.7326	1.7619
10	1.3026	1.4802	1.5192	1.5625	1.6103	1.6857	1.6991	1.7125	1.7431	1.7775	1.8082	1.8388
11	1.3026	1.5395	1.5814	1.6279	1.6790	1.7592	1.7732	1.7872	1.8192	1.8551	1.8871	1.9190
12	1.3026	1.6010	1.6460	1.6959	1.7507	1.8359	1.8505	1.8651	1.8985	1.9361	1.9695	2.0028
13	1.3026	1.6651	1.7134	1.7668	1.8255	1.9160	1.9313	1.9465	1.9813	2.0205	2.0553	2.0900
14	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
15	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
16	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
17	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
18	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
19	1.3026	1.6651	1.7134	1.7668	1.8255	1.9995	2.0154	2.0313	2.0677	2.1086	2.1450	2.1813
20	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
21	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
22	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
23	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
24	1.3026	1.7317	1.7819	1.8375	1.8985	2.0795	2.0961	2.1126	2.1504	2.1929	2.2308	2.2686
25	1.3026	1.8010	1.8532	1.9110	1.9744	2.1627	2.1799	2.1971	2.2364	2.2806	2.3200	2.3593

13.082 BAY VILLAGE BOARD OF EDUCATION
SALARY SCHEDULE-EFFECTIVE
6/30/2016 – 6/30/2017

BASE 41,857 reflects salary increase of 2%

STEP	ND	B	C	D	E	F-MA	F(a)	G	H	I	J	K
	ND	BA	BA+10	BA+20	BA+30	BA+45	BA+55	MA+10	MA+20	MA+30	MA+40	PHD
0	36,834	41,857	42,589	43,427	44,368	46,043	46,411	46,775	47,612	48,554	49,396	50,232
1	38,307	43,531	44,330	45,243	46,264	48,051	48,433	48,813	49,688	50,672	51,547	52,421
2	39,839	45,273	46,143	47,131	48,240	50,144	50,546	50,944	51,857	52,882	53,794	54,703
3	41,434	47,084	48,031	49,102	50,299	52,333	52,752	53,166	54,116	55,188	56,143	57,092
4	43,092	48,968	49,998	51,157	52,446	54,615	55,050	55,485	56,477	57,595	58,587	59,579
5	44,816	50,928	52,040	53,292	54,686	56,997	57,453	57,904	58,939	60,107	61,140	62,174
6	46,608	52,961	54,171	55,523	57,021	59,482	59,956	60,429	61,508	62,727	63,806	64,886
7	48,470	55,079	56,386	57,842	59,454	62,077	62,572	63,066	64,192	65,464	66,590	67,716
8	50,408	57,285	58,692	60,262	61,994	64,781	65,322	65,857	66,992	68,319	69,495	70,667
9	52,426	59,575	61,090	62,777	64,639	67,607	68,147	68,683	69,913	71,295	72,521	73,747
10	54,522	61,956	63,589	65,401	67,402	70,557	71,118	71,679	72,961	74,400	75,685	76,966
11	54,522	64,439	66,192	68,139	70,277	73,635	74,220	74,807	76,146	77,649	78,988	80,323
12	54,522	67,013	68,896	70,985	73,279	76,845	77,456	78,067	79,465	81,039	82,436	83,831
13	54,522	69,696	71,717	73,952	76,409	80,198	80,838	81,475	82,931	84,571	86,028	87,480
14	54,522	69,696	71,717	73,952	76,409	83,692	84,358	85,023	86,547	88,260	89,782	91,302
15	54,522	69,696	71,717	73,952	76,409	83,692	84,358	85,023	86,547	88,260	89,782	91,302
16	54,522	69,696	71,717	73,952	76,409	83,692	84,358	85,023	86,547	88,260	89,782	91,302
17	54,522	69,696	71,717	73,952	76,409	83,692	84,358	85,023	86,547	88,260	89,782	91,302
18	54,522	69,696	71,717	73,952	76,409	83,692	84,358	85,023	86,547	88,260	89,782	91,302
19	54,522	69,696	71,717	73,952	76,409	83,692	84,358	85,023	86,547	88,260	89,782	91,302
20	54,522	72,483	74,584	76,912	79,465	87,041	87,736	88,427	90,009	91,788	93,374	94,956
21	54,522	72,483	74,584	76,912	79,465	87,041	87,736	88,427	90,009	91,788	93,374	94,956
22	54,522	72,483	74,584	76,912	79,465	87,041	87,736	88,427	90,009	91,788	93,374	94,956
23	54,522	72,483	74,584	76,912	79,465	87,041	87,736	88,427	90,009	91,788	93,374	94,956
24	54,522	72,483	74,584	76,912	79,465	87,041	87,736	88,427	90,009	91,788	93,374	94,956
25	54,522	75,384	77,569	79,988	82,641	90,524	91,243	91,963	93,608	95,459	97,108	98,752

13.083 BAY VILLAGE BOARD OF EDUCATION
SALARY SCHEDULE-EFFECTIVE
6/30/2017 – 6/30/2018

BASE 42,589 reflects salary increase of 1.75%

STEP	ND	B	C	D	E	F-MA	F(a)	G	H	I	J	K
	ND	BA	BA+10	BA+20	BA+30	BA+45	BA+55	MA+10	MA+20	MA+30	MA+40	PHD
0	37,478	42,589	43,334	44,186	45,144	46,848	47,223	47,593	48,445	49,403	50,259	51,111
1	38,977	44,293	45,106	46,034	47,074	48,892	49,280	49,667	50,557	51,558	52,448	53,338
2	40,536	46,064	46,950	47,955	49,084	51,022	51,430	51,835	52,764	53,807	54,735	55,660
3	42,159	47,908	48,871	49,961	51,179	53,249	53,675	54,097	55,063	56,154	57,125	58,091
4	43,845	49,825	50,873	52,052	53,364	55,570	56,013	56,456	57,465	58,602	59,612	60,621
5	45,600	51,818	52,951	54,224	55,643	57,993	58,458	58,918	59,970	61,158	62,210	63,262
6	47,423	53,888	55,119	56,494	58,019	60,523	61,004	61,486	62,585	63,824	64,923	66,021
7	49,318	56,043	57,372	58,854	60,493	63,164	63,666	64,169	65,314	66,609	67,755	68,900
8	51,290	58,287	59,718	61,315	63,079	65,915	66,464	67,010	68,164	69,514	70,711	71,903
9	53,343	60,617	62,159	63,875	65,770	68,790	69,339	69,884	71,136	72,542	73,790	75,038
10	55,476	63,040	64,701	66,545	68,581	71,792	72,363	72,934	74,237	75,702	77,009	78,313
11	55,476	65,566	67,350	69,331	71,507	74,923	75,519	76,115	77,478	79,007	80,370	81,728
12	55,476	68,185	70,101	72,227	74,561	78,189	78,811	79,433	80,855	82,457	83,879	85,297
13	55,476	70,915	72,972	75,246	77,746	81,601	82,252	82,899	84,382	86,051	87,533	89,011
14	55,476	70,915	72,972	75,246	77,746	85,157	85,834	86,511	88,061	89,803	91,353	92,899
15	55,476	70,915	72,972	75,246	77,746	85,157	85,834	86,511	88,061	89,803	91,353	92,899
16	55,476	70,915	72,972	75,246	77,746	85,157	85,834	86,511	88,061	89,803	91,353	92,899
17	55,476	70,915	72,972	75,246	77,746	85,157	85,834	86,511	88,061	89,803	91,353	92,899
18	55,476	70,915	72,972	75,246	77,746	85,157	85,834	86,511	88,061	89,803	91,353	92,899
19	55,476	70,915	72,972	75,246	77,746	85,157	85,834	86,511	88,061	89,803	91,353	92,899
20	55,476	73,751	75,889	78,257	80,855	88,564	89,271	89,974	91,583	93,393	95,008	96,617
21	55,476	73,751	75,889	78,257	80,855	88,564	89,271	89,974	91,583	93,393	95,008	96,617
22	55,476	73,751	75,889	78,257	80,855	88,564	89,271	89,974	91,583	93,393	95,008	96,617
23	55,476	73,751	75,889	78,257	80,855	88,564	89,271	89,974	91,583	93,393	95,008	96,617
24	55,476	73,751	75,889	78,257	80,855	88,564	89,271	89,974	91,583	93,393	95,008	96,617
25	55,476	76,703	78,926	81,388	84,088	92,107	92,840	93,572	95,246	97,128	98,806	100,480

13.084 BAY VILLAGE BOARD OF EDUCATION
SALARY SCHEDULE-EFFECTIVE
6/30/2018 – 6/30/2019

BASE 43,334 reflects salary increase of 1.75%

STEP	ND	B	C	D	E	F-MA	F(a)	G	H	I	J	K
	ND	BA	BA+10	BA+20	BA+30	BA+45	BA+55	MA+10	MA+20	MA+30	MA+40	PHD
0	38,134	43,334	44,092	44,959	45,934	47,667	48,049	48,426	49,292	50,267	51,138	52,005
1	39,659	45,067	45,895	46,840	47,897	49,747	50,142	50,536	51,442	52,460	53,366	54,272
2	41,245	46,870	47,771	48,794	49,942	51,914	52,330	52,742	53,686	54,748	55,693	56,633
3	42,896	48,746	49,726	50,835	52,074	54,181	54,614	55,043	56,027	57,136	58,124	59,108
4	44,612	50,696	51,762	52,963	54,298	56,542	56,993	57,444	58,471	59,628	60,655	61,682
5	46,398	52,724	53,877	55,173	56,616	59,008	59,480	59,948	61,019	62,228	63,298	64,368
6	48,252	54,831	56,083	57,483	59,034	61,582	62,072	62,561	63,679	64,940	66,058	67,176
7	50,181	57,023	58,375	59,883	61,552	64,269	64,780	65,291	66,457	67,774	68,940	70,106
8	52,187	59,307	60,763	62,388	64,182	67,068	67,627	68,182	69,356	70,730	71,947	73,161
9	54,276	61,677	63,246	64,992	66,921	69,993	70,552	71,107	72,381	73,811	75,080	76,350
10	56,447	64,143	65,833	67,709	69,781	73,048	73,629	74,209	75,535	77,026	78,357	79,683
11	56,447	66,713	68,528	70,543	72,758	76,233	76,840	77,447	78,833	80,389	81,776	83,158
12	56,447	69,378	71,328	73,490	75,865	79,557	80,190	80,822	82,270	83,899	85,346	86,789
13	56,447	72,155	74,248	76,563	79,106	83,028	83,691	84,350	85,858	87,556	89,064	90,568
14	56,447	72,155	74,248	76,563	79,106	86,646	87,335	88,024	89,602	91,374	92,951	94,524
15	56,447	72,155	74,248	76,563	79,106	86,646	87,335	88,024	89,602	91,374	92,951	94,524
16	56,447	72,155	74,248	76,563	79,106	86,646	87,335	88,024	89,602	91,374	92,951	94,524
17	56,447	72,155	74,248	76,563	79,106	86,646	87,335	88,024	89,602	91,374	92,951	94,524
18	56,447	72,155	74,248	76,563	79,106	86,646	87,335	88,024	89,602	91,374	92,951	94,524
19	56,447	72,155	74,248	76,563	79,106	86,646	87,335	88,024	89,602	91,374	92,951	94,524
20	56,447	75,041	77,217	79,626	82,270	90,113	90,832	91,547	93,185	95,027	96,669	98,308
21	56,447	75,041	77,217	79,626	82,270	90,113	90,832	91,547	93,185	95,027	96,669	98,308
22	56,447	75,041	77,217	79,626	82,270	90,113	90,832	91,547	93,185	95,027	96,669	98,308
23	56,447	75,041	77,217	79,626	82,270	90,113	90,832	91,547	93,185	95,027	96,669	98,308
24	56,447	75,041	77,217	79,626	82,270	90,113	90,832	91,547	93,185	95,027	96,669	98,308
25	56,447	78,045	80,307	82,811	85,559	93,718	94,464	95,209	96,912	98,828	100,535	102,238

13.085 BAY VILLAGE BOARD OF EDUCATION
SCHOOL NURSE SALARY SCHEDULE INDEX

STEP	BA	MA
0	0.982800000	1.000000000
1	1.022100000	1.040890000
2	1.062990000	1.083440000
3	1.105540000	1.127770000
4	1.149770000	1.173940000
5	1.195780000	1.221900000
6	1.243540000	1.271930000
7	1.293250000	1.323940000
8	1.345060000	1.378080000
9	1.398820000	1.434400000
10	1.454720000	1.493050000
11	1.513010000	1.554200000
12	1.573450000	1.617680000
13	1.636440000	1.683910000
14	1.636440000	1.683910000
15	1.636440000	1.683910000
16	1.636440000	1.683910000
17	1.636440000	1.683910000
18	1.636440000	1.683910000
19	1.636440000	1.683910000
20	1.701900000	1.751240000
21	1.701900000	1.751240000
22	1.701900000	1.751240000
23	1.701900000	1.751240000
24	1.701900000	1.751240000
25	1.770010000	1.821330000

13.086 BAY VILLAGE BOARD OF EDUCATION
SCHOOL NURSE SALARY SCHEDULE-EFFECTIVE
6/30/2016 – 6/30/2017

BASE 41,857.00 reflects salary increase of 2%

STEP		
	BA	MA
0	41,137	41,857
1	42,782	43,569
2	44,494	45,350
3	46,275	47,205
4	48,126	49,138
5	50,052	51,145
6	52,051	53,239
7	54,132	55,416
8	56,300	57,682
9	58,550	60,040
10	60,890	62,495
11	63,330	65,054
12	65,860	67,711
13	68,496	70,483
14	68,496	70,483
15	68,496	70,483
16	68,496	70,483
17	68,496	70,483
18	68,496	70,483
19	68,496	70,483
20	71,236	73,302
21	71,236	73,302
22	71,236	73,302
23	71,236	73,302
24	71,236	73,302
25	74,087	76,235

13.087 BAY VILLAGE BOARD OF EDUCATION
SCHOOL NURSE SALARY SCHEDULE-EFFECTIVE
6/30/2017– 6/30/2018

BASE 42,589.00 reflects salary increase of 1.75%

STEP		
	BA	MA
0	41,856	42,589
1	43,530	44,330
2	45,272	46,143
3	47,084	48,031
4	48,968	49,997
5	50,927	52,039
6	52,961	54,170
7	55,078	56,385
8	57,285	58,691
9	59,574	61,090
10	61,955	63,588
11	64,438	66,192
12	67,012	68,895
13	69,694	71,716
14	69,694	71,716
15	69,694	71,716
16	69,694	71,716
17	69,694	71,716
18	69,694	71,716
19	69,694	71,716
20	72,482	74,584
21	72,482	74,584
22	72,482	74,584
23	72,482	74,584
24	72,482	74,584
25	75,383	77,569

13.087 BAY VILLAGE BOARD OF EDUCATION
SCHOOL NURSE SALARY SCHEDULE-EFFECTIVE
6/30/2018– 6/30/2019

BASE 43,334.00 reflects salary increase of 1.75%

STEP		
	BA	MA
0	42,589	43,334
1	44,292	45,106
2	46,064	46,950
3	47,907	48,871
4	49,824	50,872
5	51,818	52,950
6	53,888	55,118
7	56,042	57,372
8	58,287	59,718
9	60,616	62,158
10	63,039	64,700
11	65,565	67,350
12	68,184	70,101
13	70,913	72,971
14	70,913	72,971
15	70,913	72,971
16	70,913	72,971
17	70,913	72,971
18	70,913	72,971
19	70,913	72,971
20	73,750	75,888
21	73,750	75,888
22	73,750	75,888
23	73,750	75,888
24	73,750	75,888
25	76,702	78,926

ARTICLE XIV– EFFECTS

14.01 Contrary to Law

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) Revised Code), all Civil Service rules and regulations, administrative rules of the Director of State Personnel and all policies, rules and regulations of the Board unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance.

14.02 Entire Agreement Clause

This Agreement and attachments supersede all previous Agreements between the BAY TEACHERS' ASSOCIATION and the BAY VILLAGE BOARD OF EDUCATION and shall constitute the entire Agreement between the parties for the duration of this Agreement.

ARTICLE XV– DURATION

This Agreement, including attachments, will be in effect from July 1, 2016 through June 30, 2019.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed this 1st day of June, 2016.

THE BOARD OF EDUCATION OF THE BAY VILLAGE CITY SCHOOL DISTRICT

Amy Huntley, President
Board of Education

Clinton Keener, Superintendent

Kevin Robertson, Treasurer

THE BAY TEACHERS' ASSOCIATION

Lauren Stanislaw, President
Bay Teachers' Association

Julia Papke-Russell, Teacher

Airica Clay, Consultant
Ohio Education Association

MEMORANDUM OF AGREEMENT

EMPLOYEE IDENTIFICATION BADGES

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

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

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

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

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

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

- The District will provide the initial identification badge and two (2) replacements annually. Replacements after the second badge will cost the employee actual District production cost but not to exceed $5.00 per badge.

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

- Badges will be collected at the end of the school year.

- Employees who forget their badge can obtain a generic "District Staff" badge from the school office to wear that day.

- Issues/Concerns about employees' identification badges will not be included in the employee's annual evaluation.

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

- Long-term substitutes will be provided photo identification badges.

District photo identification badges will begin with the start of the 2003-04 school year. However, the processing of identification badges will begin this school year for employees awarded employment contracts for the 2003-04 school year.

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

A building level security committee will be established at each District school beginning with the 2003-04 school year. The purpose of the committee is to discuss safety and security issues and concerns with building level administration. The BTA President will appoint the following number of bargaining unit representatives per building:

- Normandy 2
- Westerly 2
- Middle School 4
- High School 4

MEMORANDUM OF UNDERSTANDING
JOB SHARING

For so long as Barbara Woodburn continues in the employment of the Board, Ms. Woodburn shall be deemed approved for a job sharing arrangement. She remains responsible for identifying her job sharing partner. With that partner she will submit annually the application specified in Section 6.033 (d).

APPENDIX A

INFORMAL GRIEVANCE STEP FORM

FORM 1

BAY VILLAGE CITY SCHOOLS

On _____ the undersigned principal and teacher conducted an
(Date)

informal grievance meeting.

_____ _____

Teacher Principal

APPENDIX B

GRIEVANCE REPORT STEP I

FORM 2

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

GRIEVANCE REPORT

Submit to Association Representative in Triplicate

_____

Name of Grievant Assignment Building Date Filed

STEP I

A. Date Cause of Grievance Occurred_____

_____

B. 1. Statement of Grievance_____

_____

2. Relief Sought_____

_____

_____ _____

(Signature) (Date)

C. Disposition by Principal/Immediate Superior_____

_____

_____ _____

(Signature) (Date)

DISTRIBUTION OF FORM 2, STEP I

1. Superintendent
2. Principal/Immediate Superior
3. Association Representative

APPENDIX C

(Submit in Triplicate)

GRIEVANCE REPORT STEP II

FORM 3

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP II

A. Position of Grievant_____

_____

_____

_____

_____

_____ _____
(Signature) (Date)

B. Date received by Superintendent_____

C. Disposition by Superintendent_____

_____

_____

_____

_____ _____
(Signature) (Date)

DISTRIBUTION OF FORM 3 STEP II
1. Superintendent
2. Principal/Immediate Superior
3. Association Representative

APPENDIX D

(Submit in Triplicate)

GRIEVANCE REPORT STEP III

FORM 4

BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP III

A. Position of Grievant_____

_____

_____

_____

_____

B. Date Submitted in Arbitration_____

_____

_____

_____

_____

_____ _____

(Signature) (Date)

DISTRIBUTION OF FORM 4, STEP III

1. Superintendent
2. Principal/Immediate Superior
3. Association Representative

APPENDIX E

FMLA FORM

WH 380 E Health Care Provider Certification for Employee (self)

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX F

FMLA FORM

WH 380 F Health Care Provider Certification for Family member

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX G

FMLA FORM

WH 382 Designation Notice

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX H

FMLA FORM

WH 381 Notice of Eligibility and Rights

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX I

TEACHER ASSAULT LEAVE REQUEST

BAY VILLAGE CITY SCHOOL DISTRICT

Name _____ Date _____

School/Department _____

I hereby request _____ day(s) of assault leave beginning at

_____ on _____, _____, 19_____ and ending at
time day month

approximately _____ on _____, _____, 19_____.
time day month

If medical attention was obtained, or if your leave was for more than two (2) days, the following information must be stated:

Name of Physician: _____

Office Address: _____

_____

_____

Falsification of the statement in this request is grounds for suspension or termination of employment.

_____
Employee's Signature

_____
Principal/Supervisor

_____
Superintendent

APPENDIX J

TEACHER EVALUATION FORM

Ohio Department of Education

http://education.ohio.gov/

OTES Model Packet

OTES Resource Packet

http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/Teacher-Performance-Ratings

APPENDIX K

TEACHER EVALUATION FORM

Ohio Department of Education

http://education.ohio.gov/

OTES Model Packet

OTES Resource Packet

http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/Teacher-Performance-Ratings

APPENDIX L

SELF APPRAISAL FORM

BAY VILLAGE CITY SCHOOLS

Teacher Name: _____

School: _____

Date: _____

I. Areas of Strength and Achievement: _____

_____

_____

II. Areas for Reinforcement and/or Improvement: _____

_____

_____

III. Administrative Assistance That May be Helpful: _____

_____

_____

IV. Steps Contemplated by Teacher to Address Reinforcement or Improvement:

_____

_____

_____

_____ _____

Teacher Principal

APPENDIX M

RELEASE OF MEDICAL INFORMATION TO
BAY VILLAGE CITY SCHOOLS' PHYSICIAN

BAY VILLAGE CITY SCHOOLS

Physician/Hospital/Health Care Provider

I, _____, direct release of pertinent medical information

regarding myself, _____ to the school physician of the Bay
Date of Birth

Village City Schools. I understand that all or part of this information may be used by the medical team in evaluating my medical status and after medical team evaluation may be shared with the Superintendent in order for the Superintendent to make appropriate educational decisions. I further understand that information concerning me may be shared with a limited number of staff in supervisory or direct contact with me. I further direct release of updated medical information concerning changes in my medical condition to the School Physician and direct that I be notified of such subsequent release.

_____ _____

(Date) (Signature)

APPENDIX N

CONTINUING CONTRACT APPLICATION

BAY VILLAGE CITY SCHOOLS

TO: Superintendent

FROM: _____ _____
Name Signature

DATE: _____

DUE: October 15th in the school year consideration is requested.

I plan to be eligible by the end of the current school year and intend to request consideration for continuing contract status from the Board of Education this coming spring.

CHECK REQUIREMENTS FOR CONTINUING CONTRACT ELIGIBILITY BELOW

1. Did you work in another district prior to employment at Bay AND did you hold a continuing contract at your previous district AND are you serving in at least your second year of full time employment at Bay?

   _____ Yes, on all, you are eligible **STOP**

   _____ No, go on to next question

2. Have you worked as a teacher at Bay for at least 3 of the last five years for at least 120 days per year (including the current school year)?

   _____ Yes, you may be eligible, go to next question

   _____ No, you are not eligible **STOP**

3. Your initial teacher's license was issued **before** January 1, 2011?

   _____ Yes, you may be eligible, go to next question

   _____ No, your initial license was issued on/after January 1, 2011 and you did not hold a teacher certificate prior to 2011 you must **STOP unless** you have held an educator license for **at least SEVEN years.** If a license was held for seven years, go to the next question.

4. Do you hold an 8-year professional certificate OR permanent certificate OR a five-year license AND will you complete 30 semester hours of coursework before the end of the current school year? The coursework must lead to mastery in teaching. All hours must be earned since the issuance of the initial license/certificate.

   _____ Yes, **you are eligible** **STOP**

   _____ No, you are not eligible unless you meet the conditions in the final question.

5. Did you hold a Master's Degree when issued your initial license AND have you earned at least 6 semester hours of graduate coursework in education or your field of certification since the initial license was issued (or will have earned the 6 hours by the end of the current school year)?

   _____ Yes, you are eligible

   _____ No, you are not eligible

APPENDIX O

EMPLOYEE'S NOTICE OF OCCUPATIONAL SAFETY AND HAZARD INCIDENT/OBSERVATION FORM

BAY VILLAGE CITY SCHOOLS

To: Building Principal

On _____ at _____ I was involved in an
(Date) (Time)

Occupation Incident/Observation at _____
(Location) (Please be Specific)

Name (print) _____

Position _____ Location _____

Were you directly involved when the incident occurred? _____ Yes _____ No

Or did you observe the incident? _____ Yes _____ No

Give a detailed description of the incident/observation: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please send copy to the Treasurer

APPENDIX P

SUPPLEMENTAL REVIEW APPLICATION

BAY VILLAGE CITY SCHOOLS

Name _____

Supplemental position for consideration _____

Date submitted _____

Please check the area you are requesting the Supplemental Review committee address in regards to the supplemental position listed above.

_____ Add a new supplemental position
_____ Delete from the contract an existing supplemental position
_____ Modify an existing supplemental position

For the committee to provide adequate consideration for your proposal please complete the following information. Please type all materials for consideration.

- ☐ completed job description if not already in existence
- ☐ completed points/hours form for student oriented & staff support activities
- ☐ rationale for proposal
- ☐ evidence that student/staff interest exists in this area
- ☐ evidence that the position can be implemented
- ☐ completion of a Purpose Statement

The appropriate package of forms to be completed can be picked from the Activities Director. All forms must be returned to the Activities Director.

Due Dates:

November 1st	-	Fall sport supplemental for the following year
March 1st	-	All other supplementals for the following year
Exceptions:		Applications may be brought to the committee at any time if the applicant provides evidence that the existing timeline cannot be met.

APPENDIX P
(continued)

BAY VILLAGE CITY SCHOOLS

JOB DESCRIPTION

TITLE: _____

RESPONSIBILITY: _____

GENERAL DUTIES _____

SPECIFIC DUTIES: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

APPENDIX P
(continued)

BAY VILLAGE CITY SCHOOLS

Supplemental Application Evidence/Rationale

Supplemental Position _____

Please provide your rationale for adding, deleting or modifying the identified supplemental position.

_____

_____

_____

_____

_____

_____

_____

_____

What evidence can you provide that this supplemental position can be added, modified or deleted?

_____

_____

_____

_____

_____

_____

_____

APPENDIX P
(continued)

BAY VILLAGE CITY SCHOOLS

Purpose Statement and Budget

Activity Name: _____ Date: _____ Advisor: _____

Activity Purpose: _____

_____

_____

_____

Last Year's Balance:_____

Activity Estimated Revenue: _____

_____

_____

_____

Revenue Anticipated: _____

Total Balance and Revenue:_____

Activity Estimated Expenditure:_____

_____

_____

_____

Total Estimated Expenditures: _____

Anticipated End of the Year Balance:_____

Building Principal_____

Superintendent_____

APPENDIX Q

SELF-DIRECTED IN-SERVICE

BAY VILLAGE CITY SCHOOLS

Name _____

Date submitted _____

Must be submitted to the principal by May 15th.

I request to leave after one-half day of the work day at the end of the second semester.

I have completed one-half day of professional development on NEOEA day, weekends, evenings after school or during the summer.

The course work or workshops are not being used for salary schedule placement purposes or approved in accordance with Section 5.10 of the negotiated agreement.

Program(s) attended:

I understand that I must complete year-end reporting before dismissal on the work day.

Signature of Employee _____

Approval of Principal _____

NOTE: The teacher may receive credit for time devoted to IEP preparation with the approval of the principal (Section 8.101).

APPENDIX R

(Submit in Duplicate)

APPLICATION FOR PERSONAL LEAVE – CERTIFIED PERSONNEL

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Date(s) requested _____ Total Days _____

The employee shall make the request for personal leave as much in advance as possible. If advance notice is not possible, the employee will report the absence to his/her immediate supervisor and complete a personal leave form immediately upon his/her return.

Designated Day – On the work day before or after a holiday (legal holiday, winter break and spring break) or on parent conference days or in-service days, the teacher must designate the reason.

Designated Day ONLY – briefly state reason – approved list in negotiated agreement section 5.093

I certify that this request is for personal business (not vacation or personal recreation) that cannot be conducted outside the regular school day or for personal business over which I have no control.*

_____
Employee

Approval _____ _____
Immediate Supervisor Superintendent

*Falsification of this statement is grounds for suspension or termination of employment.

rev. 7/01, 1/05, 1/07

APPENDIX S

(Submit in Duplicate)

APPLICATION FOR ATTENDANCE AT PROFESSIONAL MEETING

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Professional Organization _____

Location of Meeting _____

Date(s) of Meeting _____ Proposed Dates of Attendance _____

Dates Substitute will be Needed for Classroom _____

Estimated cost of Attendance*

Registration Fee		$_____
Lodging		$_____
Meals		$_____
Transportation at IRS Allowable		$_____
	(miles)	
Other Transportation Costs (tolls, fees, parking, etc.)		
	TOTAL	$_____

Recommended _____
Principal

Approved _____
Superintendent

*Receipts for hotel bills, public transportation and other pertinent expenses must be attached when applying for reimbursement. The maximum reimbursable is $140/day (BTA & BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate.

_____ Professional Leave (4 per year maximum)
_____ Administrative Request
_____ BTA Leave
_____ Regular Duties (including supplementals

APPENDIX T

(Submit in Duplicate)

APPLICATION FOR REIMBURSEMENT FOR APPROVED ATTENDANCE AT PROFESSIONAL MEETING

BAY VILLAGE CITY SCHOOLS

Name _____ School _____ Date _____

Professional Organization _____

Location of Meeting _____

Date(s) of Meeting _____

Copies of hotel bills, public transportation receipts, and other pertinent receipts must be attached.

Registration Fee	$_____
Lodging*	$_____
Meals*	$_____
Transportation (Miles @ IRS Allowable)	$_____
(miles)	
Other Transportation Costs (tolls, fees, parking, etc.)	$_____
TOTAL	$_____

Signature _____

Recommended for Payment _____ Date _____
Principal

Return completed form to Superintendent's Office.

*Receipts for hotel bills, public transportation and other pertinent expenses must be attached when applying for reimbursement. The maximum reimbursable is $140/day (BTA & BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate.

APPENDIX U

APPLICATION FOR SICK LEAVE

BAY VILLAGE CITY SCHOOLS

Please submit one copy of this form to your principal or department head immediately after the absence for which sick leave payment is requested. This form must be forwarded to the Treasurer's Office within 15 days of the first day of absence.

Employee's Name _____ Date _____

School or Department _____ Number Days Requested_____

I hereby make application for the use of sick leave as provided in O.R.C. 3319.141 and the use of such sick leave is justified for the following reason:

Code #1 ____ Personal Illness or Injury
Code #1 ____ Illness or Injury in Immediate Family
Code #3 ____ Death in Family
Code #4 ____ Exposure to Contagious Disease

If either Code #2 or Code #3 is checked above, please give the name and relationship of such members of your immediate family.

Name _____

Relationship _____

I hereby request _____ day(s) of sick leave beginning _____ a.m.; p.m.

(Date) _____, 20 _____,

and ending _____ a.m., p.m. (Date) _____, 20 _____.

Falsification of this statement is grounds for suspension or termination of employment under Section 3319.16 Ohio Revised Code.

_____
Signature of Employee

CENTRAL OFFICE USE ONLY

Not Approved _____

Approved _____

Date _____

APPENDIX V

SALARY SCHEDULE PLACEMENT
PRIOR APPROVAL REQUEST FORM

BAY VILLAGE CITY SCHOOLS

Name _____ School _____

Grade/Subject _____

Institution **or** Organization _____

☐ **Course Hours over BA +30**	☐ **Workshops**
Course Name_____ _____ Course Number_____ _____ ☐Sem. Hours; OR ☐ Qtr. Hours; ☐ Graduate; OR ☐ Undergraduate	Title _____ _____ _____ ____hours (estimate)

Description of Course or Workshop:

Describe how this is pertinent to your assignment:

Signature of Teacher _____

Approved By _____

Date _____

Transcript/Certificate of Attendance Received:
_____

NEGOTIATED AGREEMENT SECTION 6.02

Note: The following MUST be approved:
A.) All workshops
B.) Graduate/Undergraduate Credit above BA +30

Note: Limitations:
A.) Graduate Credit – No limit
B.) Workshops – No limit
(22 hours = 1 semester hours)
C.) Undergraduate Credit - Between BA and MA – 20 hours After MA – No limit

APPENDIX W

SUPPLEMENTAL APPRAISAL FORM

BAY VILLAGE CITY SCHOOLS

Employee Name: _____

Supplemental Position: _____

School Year _____ Date Submitted _____

Check One: ____ Self appraisal; or, ____ Appraisal completed by Administrator

I. AREAS OF STRENGTH AND ACHIEVEMENT
(Note: may make reference to the approved job description.)

II. AREAS OF REINFORCEMENT AND/OR IMPROVEMENT

III. PLAN TO ADDRESS REINFORCEMENT OR IMPROVEMENT AND ADMINISTRATIVE ASSISTANCE IF APPLICABLE:

_____ _____

Employee Signature Evaluator Signature

_____ No conference held; - OR, - Date of conference _____

_____ Check if professional growth plan attached

APPENDIX X

SUPPLEMENTAL APPRAISAL
PROFESSIONAL GROWTH PLAN

Employee Name: _____

Supplemental Position: _____

Check One:	_____ Suggested;	or,	_____ Mandatory

Identified areas(s) for growth and/or deficiency (no more than 3)

Observed evidence of need for growth

Strategies/actions for growth and administrative support for each

Date given to employee _____ Date of conference _____

_____ _____

Employee signature Evaluator signature