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MEMORANDUM OF AGREEMENT

BETWEEN

THE BAY VILLAGE BOARD OF EDUCATION

AND

**THE BAY INDIVIDUAL /SMALL GROUP
INSTRUCTION TEACHERS ASSOCIATION**

JULY 1, 2016

THROUGH AND INCLUDING

JUNE 30, 2019

CUYAHOGA COUNTY

MEMORANDUM OF AGREEMENT BETWEEN
THE BAY VILLAGE BOARD OF EDUCATION AND
THE BAY INDIVIDUAL/SMALL GROUP INSTRUCTION TEACHERS ASSOCIATION

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MEMORANDUM OF AGREEMENT

BETWEEN

THE BAY VILLAGE BOARD OF EDUCATION

AND

THE BAY INDIVIDUAL/SMALL GROUP INSTRUCTION TEACHERS ASSOCIATION

ARTICLE I - RECOGNITION

1.01 **Definition of Bargaining Unit**

The Bay Village Board of Education ("Board") recognizes the Bay Individual/Small Group Instruction Teachers Association ("BISGITA") as the sole and exclusive representative of a bargaining unit consisting of all regularly employed and appropriately certified professional personnel assigned to serve identified disabled children who are enrolled in regular classes but who require additional instruction or intervention in one or more academic areas to make satisfactory achievement in regular class placement and all regularly employed and appropriately certified or validated professional personnel assigned to serve students with limited proficiency in the English language and to assist them in making a successful academic transition, hereinafter "individual/small group instruction teachers". The instruction offered by individual/small group instruction teachers will supplement but not supplant the regular classroom instruction in the selected subject area. Individual/Small Group Instruction teachers will not be responsible for assigning grades and will provide intervention services to no more than five (5) students at the same time. There may be more than 5 students in the classroom served by the small group instruction teacher where there is an inclusionary practice and the regular classroom teacher is present and responsible for regular class instruction and grade reporting.

1.02 **Exclusions**

Excluded from the Bargaining Unit shall be all certificated personnel represented by the Bay Teachers' Association, the Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, members of the Administrative Staff employed pursuant to Revised Code 3319.02, Casual Substitutes and all other Management and Supervisory personnel and all other personnel employed in positions which do not require a teaching certificate.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.01 Traditional Bargaining

2.011 Initiation of Negotiations

Either the Board or the BISGITA may initiate negotiations by serving written notice to the Superintendent on behalf of the Board or the BISGITA 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 BISGITA and the Board will notify SERB of the offer to negotiate.

2.012 Request for Meetings

A time and place for a meeting between Board representatives and the BISGITA representatives set in accordance with Subsection 2.013, 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.

2.013 Duration

Except by agreement of the representatives of the Board and the BISGITA, no meeting shall begin prior to October 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.

2.014 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.

2.015 Negotiation Teams

At any such meeting the Board shall be represented by its designated representatives which shall not exceed three and the BISGITA by its designated representatives which shall not exceed three.

2.016 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.

2.017 Agreement

A. Tentative Agreement

At the conclusion of the negotiations, the representatives of the Board and the representatives of the BISGITA 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 BISGITA 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 provisions of the Agreement shall be reflected in individual contract terms.

2.018 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 negotiations 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 **Information Exchange**

The Board or the BISGITA 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 BISGITA in developing policies concerning compensation, fringe benefits and other terms and conditions of employment.

2.03 **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.

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. Proceeding 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 an individual/small group instruction teacher or group of individual/small group instruction teachers, or the BISGITA that:

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

OR

B. an individual/small group instruction 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. an individual/small group instruction teacher has been unjustly disciplined.

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

3.023 An "aggrieved individual/small group instruction teacher," (grievant) is BISGITA, the individual/small group instruction teacher or group of individual/small group instruction 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 BISGITA.

3.03 **Rights of Parties**

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 BISGITA if he/she chooses.

B. If a grievance arises and affects a group or class of individual/small group instruction teachers, the written grievance may be filed as a class action or a BISGITA 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 individual/small group instruction teacher shall have the right to be accompanied by and receive assistance from a representative of the BISGITA 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 BISGITA 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 the members of the administration through normal channels of communication.

3.04 **General Provisions**

3.041 Time Limitations

The time limitations set forth below are considered to be the maximum. The time limitations may be extended, however, by mutual agreement of a representative of the BISGITA 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 as thereafter possible.

3.05 **Grievance Procedure**

3.051 Informal Procedure

An individual/small group instruction teacher with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through his/her representative, with the objective of resolving the matter informally. Informal procedures must be initiated within fifteen (15) school days after the occurrence of the alleged grievance. The principal or immediate supervisor and the individual/small group instruction 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 Procedure

A. Level One: Immediate Supervisor

If the aggrieved individual/small group instruction teacher is not satisfied with the outcome of the informal procedure, the aggrieved person may present a formal grievance in writing to the principal or immediate supervisor 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 supervisor shall meet with the grievant and his/her representative. The principal or immediate supervisor shall, within three (3) school days of the Level One meeting, render his/her decision on the grievance and reasons therefore in writing to the grievant with a copy to the representative and BISGITA President.

B. Level Two: Superintendent

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

C. Level Three: Arbitration

1. The BISGITA must approve any grievance submitted for arbitration. Should the BISGITA 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 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 BISGITA.

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, reasoning 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 AND RESPONSIBILITIES

4.01 **Use of School Facilities**

4.011 School Buildings

The Association will have the right to use school buildings, with prior notification and approval from the Central Office, providing the Bay Village Board of Education does not incur any additional expense for such meeting.

4.012 Inter-School Mail

The Association shall have the right to use the inter-school mail system to distribute materials to their building representatives.

4.02 **Information Acquisition**

4.021 New Bargaining Unit Member Lists

The Association will be provided with the names and addresses of all new individual/small group instruction teachers and all retiring individual/small group instruction teachers, as soon as such information is available.

4.022 Bargaining Unit Rosters

The Association President shall be provided a current bargaining unit roster, once annually, upon request. Such roster shall contain each bargaining unit member's name, listed alphabetically, and job assignment.

4.023 School Calendar

The President of BISGITA will be given a copy of the proposed school calendar each year thirty (30) days prior to its being presented to the Board for approval. The BISGITA shall be permitted to make recommendations regarding the school calendar.

4.03 **Board Meetings and Public Records**

The Association will be provided with copies of the minutes of official meetings of the Board of Education. A copy of the official agenda, and exhibits, will be made available to the Association President when released to the Board of Education. The Association President or his/her designee shall be granted the privilege of addressing the Board of Education on all matters directly related to Association rights as delineated in ORC 4117.

4.04 **Association Activities During Lunch**

Association activities shall be allowed during the lunch period, providing there will be no disruption of classes.

4.05 **Association Leave**

Conference expenses for the following shall be subject to payment by the BISGITA. This section is not subject to the requirements of Professional Leave, Section 5.10.

4.051 Association Leave - President

An additional three school days per year shall be available to the BISGITA President, or his/her designee, for the purpose of attendance at meetings related to the professional activities of BISGITA.

4.052 Association Leave - Designated

An additional three school days per delegate per year shall be available to not more than three elected or designated BISGITA delegates for the purpose of attendance at meetings related to the professional activities of BISGITA.

4.06 **Association Dues Deduction**

4.061 Authorization

The Treasurer will deduct the regular membership dues of the United Teaching Profession from the salaries of those members 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.

4.062 Procedure

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, for teachers on a 12-month pay plan and in eight (8) equal installments, beginning with the month of November, for teachers on the optional 10-month pay plan. The Treasurer of the Board will remit to the Treasurer of the BISGITA the deductions made each month.

4.063 Written Notification to Discontinue

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

4.07 **Fair Share Fee Authorization**

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

4.071 Payroll Deduction of Fair Share Fee

The Board shall deduct at no charge to the BISGITA from the pay of members of the bargaining unit who elect not to become or to remain members of the BISGITA/OEA/NEA a fair share fee for the BISGITA'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 BISGITA's work in the realm of collective bargaining.

4.072 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 BISGITA, shall be transmitted by the BISGITA 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 BISGITA. For those employed less than a full year, the annual fee will be appropriately prorated according to OEA's formula.

4.073 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

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

B. Upon Termination of Membership During the Membership Year

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

4.074 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.

4.075 Procedure for Rebate

The BISGITA 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 BISGITA 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.

4.076 Entitlement to Rebate

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

4.077 Indemnification of Employer

The BISGITA 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 BISGITA 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 BISGITA and its counsel at all levels of the proceeding,
 2. permit the BISGITA or its affiliates to intervene as a party if it so desires, and/or
 3. to not oppose the BISGITA 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.

4.078 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 Section 4.071, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the BISGITA, except as limited by OEA policy.

4.079 Exclusivity

The above fair share fee provision shall be an exclusive right of the BISGITA 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 BISGITA.

4.0710 Legal Compliance

The BISGITA hereby assures the Board, its members, officers and administrative employees that the BISGITA'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.

4.08 Exclusivity

The rights and/or privileges granted to the Association by this article will not be granted to any other individual/small group instruction teachers' group or organization which purports to represent any individual/small group instruction teacher or group of individual/small group instruction teachers covered by this Agreement.

ARTICLE V - LEAVE POLICIES

5.01 Sick Leave

5.011 Entitlement

Each full-time individual/small group instruction teacher 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 individual/small group instruction teachers shall accrue sick leave on a pro rata basis. A pro rata basis would equate out to the following sick leave annually:

- Four (4) days a week scheduled - 12 sick days per year
- Three (3) days a week scheduled - 9 sick days per year
- Two (2) days a week scheduled - 6 sick days per year
- One (1) day a week scheduled - 3 sick days per year

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 individual/small group instruction teacher's immediate family. ("Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather or any person who has clearly stood in the same relationship with the individual/small group instruction 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 an individual/small group instruction 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 individual/small group instruction teacher shall have one year of annual sick leave pursuant to Section 5.011 of this agreement with a minimum of five (5) days of sick leave available at the beginning of employment. If an individual/small group instruction teacher uses all or part of the advanced days of sick leave credit and terminates employment before such sick leave has actually accrued, the individual/small group instruction teacher shall reimburse the Board of Education for the sick leave used but not earned.

5.015 Statement

If medical attention is required, the individual/small group instruction teacher shall be required only to state when the physician was consulted. Nothing in this section shall be construed to waive the rights of the physician-patient privilege.

5.016 Falsification

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 an individual/small group instruction teacher experiences a catastrophic illness or injury and exhausts sick leave, the bargaining unit member may contact BISGITA to seek assistance in applying to use the Catastrophic Illness Bank.

5.021 Application to Catastrophic Illness Bank

An individual-small group instruction 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 individual-small group instruction teacher/administrator is not receiving Workers' Compensation if the leave is related to an accident.
4. The individual-small group instruction 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 (2) members of the Bay Teachers' Association and one (1) member of the BISGITA 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, individual-small group instruction 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 individual/small group instruction teachers/administrators for a period of thirty (30) days.
2. A donation of one (1) day will produce one (1) days in the Bank and will reduce the individual-small group instruction 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, or six (6) days for a person who is part-time, of accumulated sick leave remaining after the donation.

5.03 **Parental Responsibility Leave**

Any individual/small group instruction 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 parental responsibility leave without pay or increment subject to the conditions set forth below:

5.031 Leave Rights and Timelines

The parental responsibility leave shall begin at any time prior to the birth of the child or, 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 six (6) weeks of the date of obtaining custody of an adopted child, or prior to or within six (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 individual/small group instruction teacher shall give written notice not later than March 15 of each year of such leave as to whether he/she intends to return for the following year. If notification is not received by March 15th, it will be assumed that the individual/small group instruction 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 BISGITA member experiences financial hardship after the commencement but before the conclusion of such leave, she/he may request of the Superintendent to return at the start of the next semester. A BISGITA member must return to service for a full year before she/he 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 in the case of adoption, foster placement, or guardianship, the date of obtaining custody, (2) the date on which the parental responsibility leave is to commence, and (3) the date the individual/small group instruction teacher anticipates returning to service.

5.033 Timelines 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 child 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 individual/small group instruction teacher shall be reinstated to a position and shall assume the same position on the salary schedule held prior to the leave.

- A. The individual/small group instruction teacher's assignment, insofar as practicable, shall be comparable to that held prior to the leave.
- B. Nothing in this section shall abridge the rights of any employee as defined in Ohio Revised Code 3317.13.

5.04 Sabbatical Leave

5.041 Professional Growth Plan

An individual/small group instruction 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. An individual/small group instruction 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 individual/small group instruction teacher's replacement for such period. Proof of completion shall be submitted by February 1 of the following year.

5.042 Insurance Maintenance

An individual/small group instruction 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**

5.051 Definition

Assault leave shall be granted to an individual/small group instruction 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 individual/small group instruction 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.

5.052 Conditions

Individual/small group instruction teachers shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the individual/small group instruction 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 an individual/small group instruction teacher has been committed, any individual/small group instruction teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the individual/small group instruction teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
- C. If the individual/small group instruction 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' probable duration, may be required before assault leave payment is made.
- D. An individual/small group instruction teacher shall not qualify for payment of assault leave until the Assault Leave Form and requested

physician's statement pursuant to (C) above, have been submitted to the Superintendent.

- E. Individual/small group instruction teachers shall not be permitted to accrue assault leave.
- F. Payment for assault leave shall be at the assaulted individual/small group instruction 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 individual and small group instruction 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.

5.65 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 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

An individual/small group instruction teacher on an approved leave of absence may at his/her option pay the group rate for any insurance program she/he 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 individual/small group instruction 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 individual/small group instruction teacher. The individual/small group instruction teacher shall make the request for said leave as much in advance as possible. If advance notice is not possible, the individual/small group instruction 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 individual/small group instruction 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 individual/small group instruction teacher, spouse or children.
- D. The wedding of the individual/small group instruction teacher.

- E. A wedding in which the individual/small group instruction 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 individual/small group instruction teacher as any of these.
- F. Emergencies involving family property which require the individual/small group instruction 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. Travel conditions making it impossible for individual/small group instruction teacher to get to the job. Examples: impassable roads due to snow, failure of airline to complete scheduled flight.
- J. Conducting personal or family business with an attorney, professional counselor or similar type personal service that cannot be scheduled on non-school time.
- K. Funeral of close friend or travel time required for death in non-immediate family beyond the day allowed in Sick Leave.
- L. Testify at an arbitration or impasse hearing (up to three (3) persons per hearing.)
- M. Child's school activities.
- N. Attendance at parent-teacher conferences which cannot be scheduled outside the BISGITA member workday.
- 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 individual/small group instruction 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 an individual/small group instruction teacher work year, unused personal leave days shall convert to accumulated sick leave.
- B. However, an individual/small group instruction 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 in effect for that school year.

C. Alternative Selection Notice:

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

5.10 **Professional Leave**

5.101 Criteria

Requests to attend professional meetings by individual/small group instruction 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, parking and lodging associated with professional meetings shall be reimbursed to a maximum per diem of \$190 per day. 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 the professional leave reimbursement form (Appendix Q) and submitted to the Superintendent, after attendance at the meeting.
- D. Whenever possible, requests for attendance at professional meetings should be rotated within the grade level, subject department, or special service areas to allow an equal opportunity for attendance for all interested individual/small group instruction teachers.
- E. A maximum of four (4) school days per year per individual/small group instruction 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.
- 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 a professional leave request form (Appendix P) and receive the approval of the principal before being forwarded to the Superintendent for his consideration.

ARTICLE VI - EMPLOYMENT PROCEDURES

6.01 Newly-Hired Individual/Small Group Instruction Teachers

6.011 Bureau of Criminal Identification and Investigation

A. Conditional Employment

All individual/small group instruction teachers 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.

B. Conditional Employment Release

If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.31(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, for the release.

C. 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.

D. 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 Initial Salary Schedule Placement

- A. Individuals hired to perform as individual/small group instruction teachers shall be granted one year of service credit for each year of prior service as a certified instructor/teacher, not to exceed five (5) years, as provided in O.R.C. 3317.13.
- B. Upon recommendation of the Superintendent, additional credit for recent teaching experience beyond five years may be given to those individual/small group instruction teachers who hold current certificates/licenses specific to the position for which they are to be hired. The Superintendent or his/her designee will inform the BISGITA President prior to making said recommendation to the Board for its consideration.

6.013 Re-Employment of Retired Teachers

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

- A. The re-employed teacher will start with salary schedule placement experience of five (5) years and education credit of up to a Master's Degree. The re-employed teacher will be advanced on the salary schedule above step 5 for each year of re-employment service in the District according to the provisions of Article X - Salary Schedules and Compensation, Section 10.03 - Salary Schedule Movement.
- B. 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 ORC Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Article VII - Evaluation.
- C. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.
- D. In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Article VI - Employment Procedures, Section 6.081.
- E. 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.

- F. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- G. Re-employed teachers are eligible for sick leave accumulation commencing with the first year of such re-employment.
- H. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
- I. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- J. The BISGITA President shall be consulted in any re-employment situation.

6.02 **Contracts**

6.021 Content and Deadlines

Provided notice of federal or state funding has been received, a contract between a member of the bargaining unit and the Board shall be issued by May 15 for the upcoming school year and shall contain the following information:

- A. The dates the contract is to be in force.
- B. The hourly salary.
- C. The contract days to be worked.

6.022 Continuing Contract Eligibility as an Individual/Small Group Instruction Teacher

A. Application

A teacher who is eligible for continuing contract consideration must notify the Superintendent in writing on or before October 15 of the school year in which the individual and small group instruction 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. This is in addition to Ohio Revised Code Section 3319.11(B).

Once granted, the individual/small group instruction teacher's continuing contract will not provide rights to any other position with the District.

B. Eligibility

Members of the bargaining unit represented by the Association are eligible to have their professional certificate application endorsed by the Superintendent provided that, in the school year immediately preceding the request for said endorsement, the Instructor averaged eighteen (18) or more hours per week of compensated employment. For purposes of this Agreement, the term "compensated employment" includes both student contact time as well as planning time in accordance with Section 6.112 of the negotiated Agreement between the Board and Association.

Members of the bargaining unit represented by the Association shall be eligible to be considered for continuing contract status provided they meet the standards set forth in Revised Code Sections 3319.08 and 3319.11 and have served as an Instructor in the unit represented by the Association for at least three (3) years in the District, with the most recent three (3) of such years consisting of at least twenty-five (25) hours per week of student contact (instructional) time per week, not including planning time set by Section 6.112.

6.023 Limited Contracts

Members not eligible for continuing contracts shall be granted limited contracts of not less than one (1) year duration, unless subject to non-renewal.

6.024 Notice for Non-Renewal/Contract Status Change

Delivery of notices of non-renewal and notices regarding any other action affecting a bargaining unit member's contract status shall be given in accordance with O.R.C. 3319.11.

6.03 **Assignments**

6.031 **Notification Deadline**

Provided notice of federal or state funding has been received, each individual/small group instruction teacher will be notified of her/his tentative assignment no later than ten (10) calendar days prior to the first student day. Except for the lunch period(s), the hours of work in a given day shall include travel time between buildings in quarter hour increments and shall be contiguous, unless otherwise agreed to by the individual/small group instruction teacher. Changes after that time shall be made because of enrollment changes, staff changes, scheduling adjustment request changes, or emergencies.

6.032 **Schedule Adjustment Requests**

If the individual/small group instruction teacher believes that an adjustment should be made in his/her schedule, the individual/small group instruction teacher shall request in writing, to the building principal, a change in scheduling assignment. Such request shall be submitted on the form provided in Appendix M and shall include the rationale behind the request. Within five (5) work days of receiving the request, the principal and the individual/small group instruction teacher shall meet to discuss the request and to determine whether the request will be implemented.

6.033 **Assignment Changes**

- A. Increases or decreases in the hours of assignment to individual/small group instruction teachers may be made during the course of the school year depending on the demand for student services to be provided.
- B. Subject to the needs of the students and the experience and qualifications of the individual/small group instruction teacher, an individual/small group instruction teacher whose hours are reduced during the course of the year may be assigned, if additional hours are available, to a different building to provide instructional services in accordance with the age level and academic needs of the students and the experience and qualifications of the individual/small group instruction teacher.

6.04 **Posting of Vacancies - Regular**

When it is determined to fill a vacancy brought about by resignation, transfer, death, retirement, or a newly-created position, as determined by Board action, the Superintendent or his designee will notify all certificated employees.

6.041 Written Notice Posted in Each Building

Notice of the vacancy and/or newly-created positions will be made by posting a written notice on a bulletin board space designated specifically for that purpose in each building.

6.042 Contents of Posted Vacancy

The posted notice will designate the position, hours, and building involved.

6.043 Notification to Association President

The BISGITA President shall receive a copy of all postings at the time of posting.

6.044 Notification Procedure During Summer Recess

A. Association President Notification

Beginning the first of June through the end of August, notice of any vacancy or newly-created position requiring a certificate/license shall be mailed to the BISGITA President.

B. Bargaining Unit Member Notification

BISGITA members may receive notice of vacancies during the summer months in one or more of the following manners:

1. Teaching and individual/small group instructor vacancies will be posted regularly on the District website.
2. If the individual/small group instructor supplies six (6) self-addressed envelopes with her/his summer mailing address to the Superintendent by June 1, the individual/small group instructor will receive the full list of vacancies in teaching and individual/small group instructor positions on a regular basis over the course of the summer.
3. If the individual/small group instructor supplies her/his email address by June 1, she/he will receive notice of teaching vacancies on a regular basis via email.

6.045 Posting Timelines

- A. No vacancy shall be filled until it has been posted for five (5) working days during the regular work year or ten (10) calendar days after the notifications have been mailed during the summer months.
- B. Such posting shall continue until the vacancy has been filled.

6.05 **Posting of Vacancies - Emergency**

When a vacancy occurs which by mutual agreement both the Assistant Superintendent and the President of the BISGITA may deem to be an emergency situation, the Assistant Superintendent and the President of the BISGITA may, by mutual agreement, design an emergency plan for posting said vacancy. This plan will be temporary in nature and will be implemented only for the emergency situation as described.

6.06 **Voluntary Transfers**

When vacancies exist within the school District, first consideration shall be given to the most senior bargaining unit member requesting a change in assignment, providing the bargaining unit member making the request is both certified and qualified for the position requested. Any vacated bargaining unit position must go through the posting procedure referred to in this article. When a teaching position outside of the bargaining unit becomes available, each individual/small group instruction teacher applicant will be considered before in-District interviews of outside applicants are conducted. During the months of July and August, if the process must be expedited, as determined by the Superintendent, the interviews will be held as scheduled by the responsible administrator, with bargaining unit members given the same consideration they would have been given had the process not been expedited.

6.061 Applicant Status Notification

Each applicant will be advised in writing by the Superintendent if she/he has been selected or denied the transfer or if she/he will be considered with outside applicants. If the applicant does not receive the position for which she/he has applied, the Superintendent will give written notification of that decision and the reason(s) for the denial to the bargaining unit member. The reason(s) for the denial of a request for voluntary transfer shall not be subject to the grievance procedure.

6.07 **Involuntary Transfer**

Should a vacancy occur for which no one has applied through the posting procedure, then the individual/small group instruction teacher with the least

seniority in the required area of certification will be transferred to the vacant position.

6.071 Elimination of a Position Due to Transition

When the scope of work changes, the role of a particular small group instruction teacher may be determined to be more closely defined as a teacher in the Bay Teacher's Association. When this happens, the district may post a new position pursuant to the negotiated agreement between the BTA and the school district. Members of the BISGITA will be given first consideration for the newly posted position. Elimination of a BISGITA position will not result in a reduction of force within the bargaining unit.

6.072 Transition of Bargaining Unit

If the board considers the transition of BISGITA bargaining unit positions to another bargaining unit (i.e., Bay Teachers Association), the board recognizes that there would be interim bargaining with the BISGI Teachers' Association and the Bay Teachers' Association regarding the terms and conditions of the transition.

6.08 Reduction in Force

6.081 Procedures

The Board will follow O.R.C. 3319.17 in any decision to suspend the contract of an individual and small group instruction teacher as part of a reduction in force. When the Board deems it necessary to reduce staff in Bargaining Unit positions, it shall do so for declining enrollment in the District or among students served by individual/small group instruction teachers, the conclusion of a job sharing arrangement, territorial changes affecting District boundaries, individual/small group instruction teachers returning from leaves or from substitution positions within the District, or financial reasons.

- A. Reduction in force shall take place within the group of bargaining unit members and all displacement and recall rights shall be determined only with the group of bargaining unit members.
- B. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. For the term of this contract, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of Reduction in Force. Layoffs shall occur based on seniority and area of certification, with the least senior member in the affected area of certification laid off first.

- C. The Board shall provide notification to the BISGITA and those persons affected by the proposed layoff by April 20th of each year.

6.082 Recall Rights

- A. Those whose continuing contracts are suspended under this Article shall have the right of restoration in continuing service status as individual/small group instruction teachers only in the order of seniority of service in the District if and when individual/small group instruction teaching positions become vacant or are created for which they are certified.
- B. Bargaining unit members who have ten (10) or more years of seniority with the District as of the date of Board action laying off such employee shall remain on the recall list for forty-eight (48) months.
- C. Bargaining unit members who have less than ten (10) years seniority with the District shall remain on the recall list for thirty-six (36) months from the date of Board action laying off such employees.
- D. For purposes of determining seniority, length of service as an individual/small group instruction teacher with the Bay Village City School District shall be the only consideration.
- E. A list of all individual/small group instruction teachers in the system by contract status, and continuous years of system-wide service in the Bay Village City Schools will be provided to the BISGITA President by January 1 annually.

6.09 Payroll Deductions

6.091 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 employees contribute. No BISGITA member

may have more than two (2) charitable organization payroll deductions.

- G. The OEA Fund for Children and Public Education (FCPE)
- H. Citizens for Bay Schools.
- I. Flex Spending Plan

6.092 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 last fifteen (15) days before the payroll date.
- B. Tax Sheltered Annuities may begin or 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. Employees must follow applicable IRS regulations permitting only one change per calendar year.

6.093 Administrative Charges

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

6.094 Dues Deduction During Leave

In accordance with the BISGITA/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 BISGITA 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 BISGITA, 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 BISGITA 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 BISGITA 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 4.077.

6.10 Payroll Reporting and Automatic Payroll Deposit

6.101 Electronic Time Clock

Daily work hours will be posted by all employees using an electronic time clock program as managed by the Treasurer.

6.102 Authorization

Automatic payroll deposit is required for all individual/small group instruction teachers.

6.103 Earnings Statement

Upon entry into the Automatic Payroll Deposit System (usually 2-3 weeks) each pay day the employee will receive an earnings statement showing gross salary, taxes, other deductions and net pay. The amount also will appear on the employee's monthly bank statement prepared by the employee's bank.

6.104 Pay Periods

The Treasurer will schedule payments to be made bi-monthly until full payment is made for all reported and approved annual work hours.

6.11 Work Schedules

6.111 School Year

The school year shall consist of no more than one hundred eighty (180) days. Each individual/small group instruction teacher shall receive notice of the tentative number of days for her/his individual schedule along with the May 15 contract notice.

A. In-Service Day(s) and Work/Team Days -- District

All bargaining unit members will be assigned to be in attendance for in-service days and work days scheduled for the Bay Teachers' Association. Individual members shall work these dates unless on approved leave or otherwise excused by the Principal for unpaid time. Attendance at parent conferences shall be as pre-approved by the Principal.

6.112 Planning/Collaboration/Conference Time (non-student contact)

All teachers will have a minimum of 45 minutes of planning time per work day or 225 minutes per week.

6.113 Duty-Free Lunch

Individual/small group instruction teachers who work five (5) hours or more per day will be provided a minimum of a thirty (30) minute duty-free, unpaid lunch period. A reasonable effort will be made by the administration to schedule the lunch period during the normal lunch period(s) at the building where the teacher is scheduled for that day. In cases where the instruction teacher at the high school or elementary school elects not to schedule a lunch period, the teacher will sign a waiver form (Appendix N) and forward said form to the Treasurer's Office.

6.114 Meeting Attendance

Each individual/small group instruction teacher shall be paid the appropriate hourly rate for attending committee meetings, in-service meetings, open houses and staff meetings as requested and mutually agreed to by the principal and the individual/small group instruction teacher.

6.115 Student Absence

Each individual/small group instruction teacher shall be paid for scheduled time even if the student(s) to which she/he is assigned is absent. During such periods, the individual/small group instruction teacher shall remain in her assigned building and shall perform related professional duties, which

may include tutoring of other students, as determined by the principal after consultation with the affected individual/small group instruction teacher.

6.116 School Closings

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"), individual and small group instruction 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 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 individual and small group instructors 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.

6.117 Professional Development

A. Committee

The BISGITA may assign a representative to the district in-service committee formed with the Bay Teachers' Association.

B. Attendance at committee meetings and at said in-service programs will be paid at the individual/small group instruction teacher's hourly rate of pay.

6.118 Substitution

Substitution for regular classroom teachers shall be voluntary by BISGIT Association members. Substitution can occur outside of regularly scheduled hours and the BISGI teacher will be paid their regular hourly rate.

6.119 Committee Meetings

Participation in all district committees shall be voluntary.

6.12 Special Curriculum Projects

Special curriculum projects may be undertaken for work done before or after the student year by individual/small group instruction teachers in preparation for and development of strategies and modifications needed to implement regular education curriculum for identified students. BISGITA members shall be compensated at the individual/small group instruction teacher's hourly rate of pay in effect at the time of payment as indicated in Article X, Salary Schedule and Compensation. The following guidelines shall prevail:

6.121 Initiation of Proposal

Individual/small group instruction teachers 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 or his/her designee for his/her consideration.

6.122 Committee Formation

If approved, the Superintendent, or his representatives, 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.

6.123 Certification of Hours Worked

The individual/small group instruction 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, to the Superintendent.

1. If the individual/small group instruction teacher, in mid-project, believes the project will require more time than originally approved, she/he should so advise the Superintendent or his/her designee and ask approval for added hours.
2. Curriculum work may also be approved for days school is not in session during the school year.

6.124 Voluntary Basis

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

6.13 **Regular Curriculum Work**

6.131 Purpose

Individual/small group instruction teachers may be appointed as members of established committees which may include administrators or community members whose assigned task is the revision or development of curriculum.

6.132 Member Selection

Committee members shall be selected from those who volunteer. Representation of all grades and buildings on all K-12 committees is encouraged.

6.133 Meeting Conflicts

In the event that a curriculum committee meeting falls on a day that the individual/small group instruction teacher is scheduled to work, that individual/small group instruction teacher shall have the opportunity to complete the hours of instruction on another day that is not a regularly scheduled day.

6.134 Professional Development Credit

Participation on a regular curriculum committee may be used for professional development credit as provided by the LPDC.

6.135 Compensation

BISGITA members shall be compensated at the individual/small group instruction teacher's hourly rate of pay in effect at the time of payment, as indicated in Article X, Salary Schedule and Compensation.

6.14 **Personnel Files**

6.141 Official File

The personnel file for each individual/small group instruction teacher shall be maintained at the Superintendent or Assistant Superintendent's Office. The file shall be the only official file and shall be confidential. Upon request at any reasonable time, an individual/small group instruction 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.

6.142 Principal's File (Electronic and Paper)

In addition, building administrators may maintain a file for individual/small group instruction teachers assigned to that building. A single paper file and single electronic file for each individual/small group instruction 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 individual/small group instruction teacher evaluation file. The paper and electronic files may be examined by the individual/small group instruction teacher or BISGITA on request to the building administrator.

All provisions of this section (6.142) 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 VII. These items also shall be maintained in the central file.
- B. The principal's file shall be governed by all provisions of Section 6.14.
- 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/small group instruction teacher, including individual/small group instruction teacher rebuttals, through the conclusion of the next evaluation cycle.

6.143 Anonymous Material

No material shall be placed in the individual/small group instruction teacher's file which comes from an anonymous source.

6.144 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 individual/small group instruction 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 an individual/small group instruction teacher to sign such material shall not prevent said item from being included in the file.

6.145 Rebuttal Material and Removal

An individual/small group instruction teacher may attach a written statement of reply to any item which is placed in his/her personnel file. Any individual/small group instruction teacher who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent, or his designee, to study the validity of the employee's claim. Any information which is found to be inaccurate or irrelevant shall be removed from the employee's file.

Any material removed from an individual/small group instruction 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.

6.146 File Inspection Log

Any person who is not an employee of the Bay Village City Schools who examines an individual/small group instruction teacher's personnel file shall sign his name on the appropriate form indicating the date the file was examined and the purpose of the examination.

6.147 Advance Notice

Individual/small group instruction teachers shall be given 24 hours advance notice of the name of the non-school employee who requests to examine the individual/small group instruction teacher's file.

6.148 Restrictions

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

6.15 **Parental Complaints**

6.151 Procedure

A. Step One

If an administrator receives a complaint about an individual/small group instruction teacher from a parent, the administrator shall advise the parent to discuss the matter with the child's individual/small group instruction teacher and give the individual/small group instruction teacher an opportunity to correct any possible error or misunderstanding that has occurred. If a meeting is scheduled between an individual/small group instruction teacher and parent, either the individual/small group instruction teacher or the parent may request that the principal be present. If the parent does not contact the individual/small group instruction teacher within ten (10) school days, or a mutually agreed-to time, the complaint will not become a matter of record.

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 individual/small group instruction teacher to be present. It is understood that the complaint will have been previously discussed by the individual/small group instruction 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.

6.152 Requirements

Any complaint shall be brought to the individual/small group instruction teacher's attention if it is of major importance or which may become a part of the individual/small group instruction teacher's personnel file. In advising the individual/small group instruction teacher of said complaint, the administrator shall inform the individual/small group instruction teacher of the name of the complaining party and the nature of the complaint.

6.153 Written Rebuttal

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

6.154 Restrictions

- A. Complaints that are not brought to the individual/small group instruction teacher's attention shall not become a matter of record, nor shall they in any way affect that individual/small group instruction 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 individual/small group instruction teacher for their child, or the fact that a parent requests that their child not have a particular individual/small group instruction teacher, shall not be recorded in the individual/small group instruction teacher's file, nor used in evaluation or for employment decisions.

6.16 **Local Professional Development Committee**

6.161 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.

6.162 Committee Members

The LPDC shall have four (4) teacher members appointed by the BTA President, one (1) individual/small group instructor teacher appointed by the BISGITA President, and two (2) administrator members appointed by the Superintendent. Vacancies shall be filled in the same manner.

6.163 Term of Office

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

6.164 Compensation

The LPDC members shall be compensated at .00084 of a teacher Bachelor degree base salary as negotiated in the Bay Teachers Association Negotiated Agreement per work hour for a total of 375 total hours for LPDC annually.

6.165 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.

6.166 Board Support

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

6.167 Appeals Process

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

6.168 Committee Autonomy

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

- A. scheduling of meetings
- B. defining a quorum
- C. determining LPDC member training
- D. all other items required by the law

6.169 Release Time

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

6.1611 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.

6.1612 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 of administrative members by reducing the number of teacher members (classroom and individual/small group instruction) voting on the plan. The teacher (classroom or individual/small group instruction) member present, whose term of office expires last, shall be the voting committee member.

6.17 **Mileage Reimbursement**

Individual/small group instruction 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.

6.171 Form Submission

Upon the submission of the district mileage report form during the applicable school year and the approval of the Superintendent, said individual/small group instruction teacher shall be reimbursed for the preceding month's mileage.

6.172 Payment Election

Individual/small group instruction teachers may elect to have payments made at the end of each semester.

6.18 **Job Sharing – BISGITA Position**

6.181 Subject to approval of the Superintendent, job sharing is a voluntary arrangement between two (2) individual/small group instruction teachers to share one (1), five-day per week, BISGITA teaching position.

6.182 Job sharing arrangements are approved for one (1) year only. Job sharing partners may reapply for each subsequent year they wish to continue the arrangement.

6.183 Individual/small group instruction teachers are responsible for identifying prospective job sharing partners. First consideration will be given to current members of the BISGITA bargaining unit who wish to be considered for job sharing arrangements. Current members of the Bay Teachers' Association may be considered when no current BISGITA bargaining unit member has declared interest in a job sharing arrangement.

A. When a BISGITA 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 BISGITA prior to February 1.

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

C. If a partner is not found from the BISGITA membership by February 15, the BISGITA President will notify the President of the Bay Teachers' Association of the interested party.

6.184 Individual/small group instruction 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 1. 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, individual small group instruction teachers must submit a letter of interest to continue for the following school year. Where required, comprehensive job sharing applications will:

- A. confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;
- B. include a plan describing the teaching techniques, methods and evaluation practices of the proposed partners, and how these will be implemented to insure compatibility, consistency, and continuity of instruction; and
- C. 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.

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

6.186 Job sharing partners will attend the first five (5) student days of the year, as well as all contractually mandated in-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. The individual hourly salary paid to job sharing partners includes attendance on the days and at the events here specified.

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

6.188 The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force under Section 6.08.

6.19 **Job Sharing – BTA Position**

If initiated by a member of the BTA, individual/small group instruction teachers may be an equal participant in any BTA Job Sharing arrangement, subject to the same provisions described in the BTA Agreement.

6.20 **Entry Year Mentor Program (Resident Educator)**

The Mentor/Resident Educator Teacher Handbook will serve as the district's program and will contain adopted guidelines and procedures. The Mentor-Resident Educator Planning Committee will be the designated representatives to make recommended additions, deletions or modifications to the program

handbook. One (1) member of the Bay Individual/Small Group Instruction teachers Association appointed by the President shall serve as a member of the committee. The Board of Education, the Bay Teachers' Association, and the Bay Individual/Small Group Instruction Teacher Association through their designated representatives will approve all program recommendations submitted by the Mentor-Resident Educator Planning Committee.

6.201 Compensation

For each resident educator the assigned mentor will receive a stipend of the following: \$ 1163 In addition, mentors will be compensated at their hourly rate for attendance at quarterly after school mentor workshop sessions and a minimum of two (2) after school support meetings with their assigned entry-year individual/small group instruction teacher.

Entry-year individual/small group instruction teachers will be compensated at his/her hourly rate of pay for attendance at after school meetings as required by the District Mentor-Entry Year Planning Committee.

6.202 Mentor Assignments

Reasonable effort will be made to assign entry year individual/small group instruction teachers to a qualified mentor from within BISGITA.

6.21 **Certification/Licensure**

All bargaining unit members whose teaching assignment involves the instruction of students with Individual Education Plans (IEPs) must meet one (1) of the following two (2) conditions for district employment:

A. Full current state certification/licensure in special education as an Intervention Specialist

OR

B. Eligible for an Ohio Department of Education Supplemental license (or other appropriate temporary endorsement) as an Intervention Specialist. This includes the completion of six (6) semester hours of coursework with an accredited college or university as part of a preparative program of obtaining full licensure in special education as an Intervention Specialist. A minimum of six (6) semester hours must be completed before the start of every school year until full licensure is obtained pursuant to ODE regulations for licensure. Failure to do so will result in forfeiture of employment with the school district.

ARTICLE VII - EVALUATION

7.01 **Philosophy of Evaluation**

The appraiser-individual/small group instruction teacher relationship will be one of mutual trust, confidence and of a non-adversarial nature, with the understanding that the purpose of evaluation is the improvement of instructional performance.

7.02 **Evaluation Procedures**

The following procedures supersede and take the place of the provisions of Revised Code Sections 3319.11 and 3319.111 with respect to evaluation of individual/small group instruction teachers:

7.021 **Evaluation Triggers**

Individual/small group instruction teachers shall be evaluated under the following circumstances:

- A. New to the system and thereafter, each year for the first four years.
- B. Eligible for continuing contract consideration.
- C. In alternate years following an Accomplished or Skilled rating.

7.03 **Observations**

7.031 **Number of Observations**

No less than two (2) observations will be conducted for each individual/small group instruction teacher being evaluated in any school year.

7.032 **Pre and Post-Observation Meetings**

Prior to a formal observation the administrator will hold a pre-conference with the individual/small group instruction teacher. Within five (5) days following a formal observation the administrator will provide a copy of the written comments. The administrator shall meet with the individual/small group instruction teacher to discuss the observation within ten (10) days of the observation.

7.04 **Timelines**

7.041 Evaluation Schedule Explanation

Before September 15 the individual/small group instruction teacher will be informed of the administrator assigned to complete the annual evaluation. Before October 15 - an explanation of the procedure to be followed to all individual/small group instruction teachers scheduled for evaluation in that year.

7.042 Observations

There will be at least 14 school days between observations. The evaluation process shall be conducted and completed not later than the first day of May and the individual/small group instruction teacher being evaluated shall receive a written report of the results of this evaluation not later than the 10th day of May.

7.043 Final Evaluation Conference and Written Report

By May 10 - final evaluation conference with written evaluation report.

7.05 **Requirements**

7.051 Final Evaluation

The final evaluation will be a composite of all observations.

7.052 Forms

The forms to be used in the observation and evaluation process are found in the Appendix J (modified Ohio Teacher Evaluation System- OTES). The modified form will be as approved by a committee including representatives of the administrative team and BISGITA.

7.053 Ratings

The BISGITA teachers will be rated as: Ineffective, Developing, Skilled or Accomplished. The definition of each rating will be the description provided by the Ohio Department of Education as part of the Ohio Teacher Evaluation System

Student assessment data will not be used as part of the evaluation rating except to the extent required by law.

7.054 Professional Improvement Plan

Any individual/small group instruction teacher rated as Ineffective or Developing will complete a Professional Improvement Plan (OTES model) in collaboration with the evaluator.

ARTICLE VIII - WORKING CONDITIONS

8.01 **Joint Committee**

8.011 Purpose

All instructional materials, including but not limited to published teacher “kits”, computer programs, audio materials, classroom teacher generated materials, assessment materials, teacher “keys”, and teaching manuals, shall be made available in a timely fashion to each individual/small group instruction teacher who is IEP responsible for the respective subject matter. Upon request of the BISGITA, a committee shall be formed to address concerns related to, but not limited to, instructional materials, equipment, and individual/small group instruction teacher work stations, both within the inclusion classroom setting as well as in the individual/small group instruction room. Meetings of this committee shall be convened upon the request of either the President of BISGITA or by the Superintendent or his/her designee.

8.012 Committee Members and Initiation Date

This committee shall consist of the following members: One BISGITA member from each building, appointed by the BISGITA President, The Director of Business and Fiscal Services, The Superintendent or his/her designee, and two building principals appointed by the Superintendent or his/her designee.

8.02 **Occupational Safety and Health**

8.021 Internal Reporting Process

The Board and BISGITA desire to deal with health and safety complaints internally first. Accordingly, neither the BISGITA 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 BISGITA may complain directly to the Ohio Department of Industrial Relations concerning a condition which the bargaining unit member or BISGITA, 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 BISGITA shall use the incident/observation form found in the Appendix 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 her/his complaint to the Superintendent in writing within two (2) work days of her/his receipt of the response from the Treasurer. Should the Treasurer not respond, the member or BISGITA 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 BISGITA remains unsatisfied, they may exercise additional procedures and rights under O.R.C. 4167.
- E. Should a bargaining unit member elect to exercise her/his 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.

8.03 **Chronic Communicable Diseases - Teacher**

8.031 Purpose

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

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

8.032 Governing Practices

- A. An individual/small group instruction teacher who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than an individual/small group instruction teacher with any other medical disability.
- B. The Employer shall not discharge any individual/small group instruction teacher nor otherwise discriminate against any individual/small group instruction teacher with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such individual/small group instruction teacher has contracted a chronic communicable disease.
- C. Admission or exclusion of an individual/small group instruction teacher infected with a CCD is a medically oriented problem requiring guidance from medical professionals.

8.033 Procedures

- A. When a CCD-infected individual/small group instruction 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 individual/small group instruction teacher shall direct the release to the school physician of pertinent medical information from the CCD-infected individual/small group instruction 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 individual/small group instruction teacher's medical status and make

appropriate recommendations(s) to the Superintendent. Such review team shall be comprised of:

1. The individual/small group instruction 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 individual/small group instruction teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the CCD-infected individual/small group instruction teacher through the individual/small group instruction 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 individual/small group instruction 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. An individual/small group instruction 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. An individual/small group instruction teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as CCD-infected.
- H. An individual/small group instruction teacher disputing the Superintendent's recommendation may file an appeal with the Ohio Civil Rights Commission.

8.034 Confidentiality

Information about the identity and condition of a CCD-infected individual/small group instruction 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 individual/small group instruction teacher's school(s) except in unusual circumstances. Those notified will observe complete confidentiality.

8.035 Dissemination of CCD Information

All individual/small group instruction 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 individual/small group instruction teacher's BISGITA.

8.036 Follow Up

The medical review team shall maintain an active role in monitoring the individual/small group instruction teacher's medical condition.

- A. The individual/small group instruction teacher's primary care physician shall work with the individual/small group instruction teacher regarding any change in health status and the individual/small group instruction 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 8.033 will be followed.

8.04 **Students Identified as CCD-Infected**

8.041 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 individual/small group instruction teachers and other staff members responsible for the student so that adequate supervision may be maintained. Those notified will observe complete confidentiality.

8.042 Procedure

- A. The student medical review team shall perform the same function as the individual/small group instruction teacher medical review team as

found under Sections 8.033(E) and 8.033(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 8.041 and said personnel shall observe complete confidentiality.

8.043 Medical Team/Teacher Meeting

The medical review team will meet with the child's individual/small group instruction 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.

8.044 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.

8.05 **Scheduling of Inclusion Students**

One (1) individual/small group instruction teacher each at Normandy and Westerly and two (2) individual/small group instruction teachers each at the Middle School and High School will be designated by the BISGITA to volunteer to work with the BTA Scheduling Input Committees. The committees work with the principal on collecting data and reviewing the scheduling of students with IEP's and other students with special needs. The BISGI members serve an advisory role until such time that the BTA should agree to include them as a member of the team to be considered when reaching consensus on recommendations.

8.06 **Meetings – IEP related**

8.061 Scheduling necessary meetings

Meetings related to IEP's should be scheduled during the work day and work hours of the individual/small group instruction teacher where possible.

8.062 Compensation

For all IEP related meetings scheduled outside of scheduled work hours and/or days the individual/small group instruction teacher will be paid for a minimum of one hour.

For all meetings outside of scheduled work hours and work days and scheduled by a person other than the individual/small group instruction teacher, the individual/small group instruction teacher will be paid 1.5 times their hourly rate. This rate applies if the meeting lasts a full hour or longer.

ARTICLE IX - BENEFITS

9.01 **Group Term Life Insurance**

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

9.02 **Health Care Insurance**

Individual/small group instruction teachers shall be eligible to enroll in the Board's health insurance program, subject to the rules of the carrier. The Board shall provide full health coverage for those individual/small group instruction teachers electing coverage, with the Board paying 65% of the premium cost in effect each benefit year for those individual/small group instruction teachers electing coverage and who work nineteen (19) hours or more per week.

Annually, there shall be a one month moratorium on employee paid insurance premium share during the month of January.

If the spouse of a individual/small group instruction 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 individual/small group instruction 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 individual/small group instruction teacher fails to complete and submit the certification form by the required date, such individual/small group instruction 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 an individual/small group instruction teacher submits false information or fails to timely advise the Plan of a change in the individual/small group instruction 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 individual/small group instruction teacher results in the Plan providing benefits to which the individual/small group instruction teacher's spouse is not entitled, the individual/small group instruction 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 individual/small group instruction teacher may be deducted from the benefits to which the individual/small group instruction teacher would otherwise be entitled. In addition, the individual/small group instruction teacher's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the individual/small group instruction teacher submits false information, the individual/small group instruction teacher may be subject to disciplinary action up to and including termination of employment.

9.021 Section 125 Plan/Flexible Spending Account

Any Section 125 Plan and/or Flexible Spending Account for health insurance which is offered to the Bay Teachers' Association (BTA) shall also be offered to members of the BISGITA bargaining unit.

9.022 Medical and Dental Insurance

A. Plan

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. The annual date for rate changes is October 1. Those individual/small group instruction teachers who elect coverage shall be provided the benefit level that is in effect at the time of their election.

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.

B. 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.

C. Insurance Contracts

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

D. Change in Entitlement

Individual/small group instruction 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 individual/small group instruction teacher being required to pay the difference in premium rates via payroll deduction.

9.023 Health Care Committee

A committee composed of two (2) representatives appointed by the BISGITA 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 BTA and OAPSE local president shall be invited to appoint 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.

9.03 **Severance Pay**

9.031 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 individual/small group 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 a Section 403(b) "Special Pay Plan" established by the board.

9.032 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.

9.033 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 fifteen (15) days if they remain available after severance has been paid. Such payment shall be made only once to any employee.

ARTICLE X - SALARY SCHEDULES AND COMPENSATION

10.01 Special Curriculum Rate of Pay

10.011 Rates of Pay

Special curriculum projects may be undertaken for work done before or after the student year by individual/small group instruction teachers in preparation for and development of strategies and modifications needed to implement regular education curriculum for identified students. BISGITA members shall be compensated at the individual/small group instruction teacher's rate of pay in effect at the time of payment.

10.02 Regular Curriculum Rate of Pay

10.021 Rates of Pay

Individual small group instruction 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 individual/small group instruction teacher's rate of pay in effect at the time of payment.

10.022 Limitation

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

10.03 Salary Schedule Movement

Movement on the salary schedule shall be based on years of service completed with the Bay Village City Schools. All individual/small group instruction teachers who have worked fifty-four (54) days or more in a school year shall, upon completion of the school year, be advanced by the appropriate increment (next step) on the salary schedule.

Those individual/small group instruction teachers who work less than fifty-four (54) days in a school year, shall be advanced one step increase for every two years in which they work less than fifty-four (54) days.

10.04 Movement Within the District

For purposes of salary placement, an individual/small group instruction teacher who is subsequently hired into a BTA teaching position shall be placed on the column commensurate with his/her educational training. Individual/small group instruction teachers who have more than five (5) years of service credit shall be given additional years of credit for placement on the BTA salary schedule that

equates to an hourly rate that is at least equivalent to his/her hourly rate, inclusive of professional responsibility pay and planning time.

10.05 **Effective Dates and Rates**

The new salary schedule shall go into effect July 1, 2013 and shall reflect hourly rates, based on the following:

- Step 0, through and including step 11, will reflect index increases of 1.025
- Step 12 will reflect an index of 1.04
- Step 13 will be added and will reflect an index of 1.04
- Step 15 will reflect an index of 1.045
- Step 20 will reflect an index of 1.045
- Step 25 will reflect an index of 1.050

10.06 **Columns**

There will be five columns, BA, BA+15, BA+30, MA, and MA+15. Each column at the BA-0 step will reflect a 1.02 rate of increase. The salary schedule will reflect the following increase in the base:

2016-17	2%
2017-18	1.85%
2018-19	1.85%

10.07 **Salary Schedules**

Bay Individual/Small Group Instruction Teachers Association						
2016-2017						
2%						
		Hourly				
	Step	BA	BA +15	BA +30	MA	MA +15
	-	27.97	28.53	29.10	29.68	30.27
	1.00	28.67	29.24	29.82	30.42	31.03
	2.00	29.39	29.98	30.58	31.19	31.81
	3.00	30.12	30.72	31.33	31.96	32.60
	4.00	30.88	31.50	32.13	32.77	33.43
	5.00	31.65	32.28	32.93	33.59	34.26
	6.00	32.45	33.10	33.76	34.44	35.13
	7.00	33.26	33.93	34.61	35.30	36.01
	8.00	34.10	34.78	35.48	36.19	36.91
	9.00	34.96	35.66	36.37	37.10	37.84
	10.00	35.83	36.55	37.28	38.03	38.79
	11.00	36.73	37.46	38.21	38.97	39.75
	12.00	38.20	38.96	39.74	40.53	41.34
	13.00	39.73	40.52	41.33	42.16	43.00
	14.00	39.73	40.52	41.33	42.16	43.00
	15.00	41.51	42.34	43.19	44.05	44.93
	16.00	41.51	42.34	43.19	44.05	44.93
	17.00	41.51	42.34	43.19	44.05	44.93
	18.00	41.51	42.34	43.19	44.05	44.93
	19.00	41.51	42.34	43.19	44.05	44.93
	20.00	43.38	44.25	45.14	46.04	46.96
	21.00	43.38	44.25	45.14	46.04	46.96
	22.00	43.38	44.25	45.14	46.04	46.96
	23.00	43.38	44.25	45.14	46.04	46.96
	24.00	43.38	44.25	45.14	46.04	46.96
	25.00	45.55	46.46	47.39	48.34	49.31

Bay Individual/Small Group Instruction Teachers Association						
2017-2018						
		Hourly				
	Step	BA	BA +15	BA +30	MA	MA +15
	-	28.49	29.06	29.64	30.23	30.83
	1.00	29.20	29.78	30.37	30.98	31.60
	2.00	29.93	30.53	31.15	31.77	32.40
	3.00	30.68	31.29	31.91	32.55	33.20
	4.00	31.45	32.08	32.72	33.38	34.05
	5.00	32.24	32.88	33.54	34.21	34.89
	6.00	33.05	33.71	34.38	35.08	35.78
	7.00	33.88	34.56	35.25	35.95	36.68
	8.00	34.73	35.42	36.14	36.86	37.59
	9.00	35.61	36.32	37.04	37.79	38.54
	10.00	36.49	37.23	37.97	38.73	39.51
	11.00	37.41	38.15	38.92	39.69	40.49
	12.00	38.91	39.68	40.48	41.28	42.10
	13.00	40.47	41.27	42.09	42.94	43.80
	14.00	40.47	41.27	42.09	42.94	43.80
	15.00	42.28	43.12	43.99	44.86	45.76
	16.00	42.28	43.12	43.99	44.86	45.76
	17.00	42.28	43.12	43.99	44.86	45.76
	18.00	42.28	43.12	43.99	44.86	45.76
	19.00	42.28	43.12	43.99	44.86	45.76
	20.00	44.18	45.07	45.98	46.89	47.83
	21.00	44.18	45.07	45.98	46.89	47.83
	22.00	44.18	45.07	45.98	46.89	47.83
	23.00	44.18	45.07	45.98	46.89	47.83
	24.00	44.18	45.07	45.98	46.89	47.83
	25.00	46.39	47.32	48.27	49.23	50.22

Bay Individual/Small Group Instruction Teachers Association						
2018-2019						
		Hourly				
	Step	BA	BA +15	BA +30	MA	MA +15
	-	29.02	29.60	30.19	30.79	31.40
	1.00	29.74	30.33	30.93	31.55	32.18
	2.00	30.48	31.09	31.73	32.36	33.00
	3.00	31.25	31.87	32.50	33.15	33.81
	4.00	32.03	32.67	33.33	34.00	34.68
	5.00	32.84	33.49	34.16	34.84	35.54
	6.00	33.66	34.33	35.02	35.73	36.44
	7.00	34.51	35.20	35.90	36.62	37.36
	8.00	35.37	36.08	36.81	37.54	38.29
	9.00	36.27	36.99	37.73	38.49	39.25
	10.00	37.17	37.92	38.67	39.45	40.24
	11.00	38.10	38.86	39.64	40.42	41.24
	12.00	39.63	40.41	41.23	42.04	42.88
	13.00	41.22	42.03	42.87	43.73	44.61
	14.00	41.22	42.03	42.87	43.73	44.61
	15.00	43.06	43.92	44.80	45.69	46.61
	16.00	43.06	43.92	44.80	45.69	46.61
	17.00	43.06	43.92	44.80	45.69	46.61
	18.00	43.06	43.92	44.80	45.69	46.61
	19.00	43.06	43.92	44.80	45.69	46.61
	20.00	45.00	45.90	46.83	47.76	48.71
	21.00	45.00	45.90	46.83	47.76	48.71
	22.00	45.00	45.90	46.83	47.76	48.71
	23.00	45.00	45.90	46.83	47.76	48.71
	24.00	45.00	45.90	46.83	47.76	48.71
	25.00	47.25	48.20	49.16	50.14	51.15

ARTICLE XI - EFFECTS AND DURATION

11.01 **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.

11.02 **Entire Agreement Clause**

This Agreement and attachments supersede all previous Agreements between the Bay Individual/Small Group Instruction Teacher Association and the Bay Village Board of Education and shall constitute the entire agreement between the parties for the duration of this Agreement.

11.03 **Duration and Re-opener**

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.

BOARD OF EDUCATION BAY VILLAGE
CITY SCHOOL DISTRICT

BAY INDIVIDUAL/SMALL GROUP
INSTRUCTION TEACHER
ASSOCIATION

Amy Huntley 6/6/16
Date
Amy Huntley
President Board of Education

Helen Petro 6/3/16
Date
Helen Petro
President Bay Individual/Small Group
Instruction Teachers Association

Clinton L. Keener 6-3-16
Date
Clinton L. Keener
Superintendent

Kristyn Kovach 6-3-16
Date
Kristyn Kovach
BISGITA

Kevin Robertson 6/3/16
Date
Kevin Robertson
Treasurer

Airica Clay 6/11/16
Date
Airica Clay
Labor Relations Consultant
Ohio Education Association

Martha Patton 6/3/16
Date
Martha Patton
Assistant Superintendent

APPENDIX A

INFORMAL GRIEVANCE STEP FORM

BAY VILLAGE CITY SCHOOLS

On _____ the undersigned principal and individual/small group instruction teacher conducted an informal grievance meeting.

Individual/small group instruction teacher

Principal

APPENDIX B

GRIEVANCE REPORT FORM
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

GRIEVANCE REPORT

Submit to BISGITA 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, STEP I

1. Superintendent
2. Principal/Immediate Superior
3. BISGITA Representative

Form #1981/77

APPENDIX C

GRIEVANCE REPORT FORM
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP II

Submit in Triplicate

A. Position of Grievant _____

(Signature)

(Date)

B. Date received by Superintendent _____

C. Disposition of Superintendent _____

(Signature)

(Date)

DISTRIBUTION OF FORM, STEP II

1. Superintendent
2. Principal/Immediate Superior
3. BISGITA Representative

Form #199

APPENDIX D

GRIEVANCE REPORT FORM
BAY VILLAGE CITY SCHOOLS

Grievance No. _____

STEP III

Submit in Triplicate

A. Position of Grievant _____

B. Date submitted in Arbitration _____

(Signature)

(Date)

DISTRIBUTION OF FORM, STEP III

1. Superintendent
2. Principal/Immediate Superior
3. BISGITA Representative

Form #220 1/77

APPENDIX E

INDIVIDUAL/SMALL GROUP INSTRUCTION
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_____.
time day month year

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

Form #255
5/78

APPENDIX F

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 G

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 H

FMLA FORM

WH 382 Designation Notice

Search Department of Labor Website for current form at:

www.dol.gov

APPENDIX I

FMLA FORM

WH 381 Notice of Eligibility and Rights

Search Department of Labor Website for current form at:

www.dol.gov

Teacher Performance Evaluation Rubric (amended for use by BVCS D for ISGIT evaluations)

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

Teacher's Name:

Date:

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
I N S T R U C T I O N A L P L A N N I N G	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide interventions and are inappropriate for the students.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students, but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that reflect a range of student learner needs.
	Evidence				

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished
<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data for interventions</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into interventions.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data for effective delivery of interventions.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into interventions.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data for effective delivery of interventions.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into interventions.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
Evidence				

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
I N S T R U C T I O N A L P L A N N I N G	<p>KNOWLEDGE OF STUDENTS AND CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plans for interventions do not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p> <p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's interventions draw upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and is inappropriately tailored to the specific population of students.</p> <p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's interventions draw upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p> <p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and interventions.</p> <p>The teacher can articulate specific strategies, content, and delivery that will meet the needs students.</p> <p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
	Evidence				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
I N S T R U C T I O N A N D A S S E S S M E N T	INTERVENTION DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Formal Observation	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions.</p>
	Evidence				

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

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

Evaluator Name (Print):

Date:

Teacher Name (Print):

Date:

Evaluator signature: _____

Teacher signature: _____

APPENDIX L

BAY VILLAGE CITY SCHOOLS

SCHEDULE ADJUSTMENT REQUEST FORM

NAME _____ DATE _____

I hereby request an adjustment to my current schedule of _____ days/hours per week to _____ days/hours per week. The rationale for this request is as follows:

Teacher's Signature

Administrative Decision

_____ Request for schedule adjustment approved as submitted

_____ Request for schedule adjustment approved but with the following modification(s):

_____ Request for schedule adjustment denied

Date _____ Principal's Signature _____

Date _____ Superintendent/
Designee Signature _____

APPENDIX M

WAIVER FORM FOR SCHEDULED
LUNCH PERIOD

BAY VILLAGE CITY SCHOOLS

High School Teachers

My signature on this form indicates my decision to voluntarily waive my right to a thirty (30) minute scheduled lunch period for the _____ school year.

Signature

Date

Please forward completed form to the Treasurer's Office.

APPENDIX N

(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 \$190/day (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)

Form #72C
Revised 2/96, 1/99, 1/01, 1/05, 7/16

APPENDIX O

(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)	\$	_____
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 \$190/day (BISGITA) for food and lodging. Transportation is paid at the IRS allowable rate.

Form #72C-R Revised 2/96, 1/99, 1/01, 1/05, 7/16

APPENDIX P

SAMPLE PAY SHEET

BAY VILLAGE CITY SCHOOLS

NAME _____ Month/Year _____

SS# _____ School _____

PHONE _____ Days _____

SIGNED TIME SHEETS MUST BE TURNED IN TO THE TREASURER'S OFFICE ON THE LAST WORKING DAY OF THE MONTH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	total	
Student Contact Special Ed ISGI																																	0
Collaborative Time Special Ed ISGI																																	0
Miscellaneous																																	0
Sick Leave																																	0
Personal Leave																																	0
Calamity																																	0
Title I																																	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PLANNING TIME Special Ed ISGI

Student Contact Hours 0.00
 Current Rate of Pay \$0.00
 x's.111 0.00

TOTAL PAY

Total Hours 0
 Current Rate of Pay \$0.00
 Pay \$0.00

PLANNING TIME+PAY \$0.00

Description of principal-approved meeting: _____

Employee Signature _____

Principal Signature _____

Director of Special Education Signature _____