

STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

between the

**BARBERTON EDUCATION
ASSOCIATION**

and the

**BARBERTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

June 29, 2011 through June 28, 2014

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INTRODUCTION

- A. This Master Agreement shall be a comprehensive statement of the rights and responsibilities of the Barberton Education Association (BEA) and the Barberton City School District Board of Education (Board).
- B. The BEA agrees to maintain its eligibility to represent classroom teachers and tutors by continuing to admit Barberton classroom teachers and tutors to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in or association with the activities of any school employee organization.
- C. The Board has complete authority over the policies of the school system which it exercises under the provisions of Ohio law and in the fulfilling of its responsibilities under this Agreement.
- D. The Superintendent, under law, has certain statutory and ministerial authority which cannot be negated under the terms of this Agreement.

ARTICLE I — RESPONSIBILITY OF THE BOARD

- A. It is mutually agreed that the Board, under law, has the final responsibility of establishing policies for the certificated/licensed staff and all other employees of the Barberton City Schools.
- B. The Superintendent and the administrative staff have the responsibility of administering the policies established.

ARTICLE II — RECOGNITION

- A. The Board recognizes the BEA/OEA/NEA as the exclusive representative for the teachers' bargaining unit. This recognition shall continue for the term of this Agreement, unless the State Employment Relations Board (SERB), in accordance with SERB procedures, issues an order which removes the BEA as the exclusive representative.
- B. "Teacher" means a person employed by the Board in a teaching position, for fifteen (15) hours or more per week, under a regular teacher's contract and paid in accordance with the Salary Schedule in Article VIII, Section G, hereof, for which the State Board of Education requires certification pursuant to §§3319.22 to 3319.31 of the Revised Code, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and other administrative persons below the rank of Assistant Superintendent such as Directors and Supervisors who spend less than fifty percent (50%) of their time teaching or working with students.

- C. "Tutor" means a person employed in a tutor position for fifteen (15) hours or more per week under a regular tutor's contract and paid in accordance with the salary schedule in Article VIII, Section K of this Agreement.

ARTICLE III — RIGHTS OF BEA

The BEA is the sole and exclusive representative for all bargaining unit personnel as follows:

- A. It shall represent the members of the BEA bargaining unit to the Board and the Superintendent. This right shall in no way be construed or applied to limit the rights of an individual teacher to present grievances or discuss matters of concern on his/her own behalf with or without the involvement of the BEA.
- B. It shall be entitled to appoint one (1) BEA Building Representative per school to the Superintendent's Advisory Council, if the Superintendent establishes such a council.
- C. It shall receive advance copies of the Board agenda through the BEA President.
- D. It shall have organizational use of school buildings for:
1. Monthly BEA representative meetings.
 2. Executive Board meetings.
 3. Group meetings for voting purposes.
 4. General teachers' meetings.
 5. Specialized workshops.
- E. It shall have organizational use of bulletin boards in the faculty lounge and school office for:
1. BEA announcements.
 2. OEA bulletins.
 3. BEA bulletins.
 4. NEA bulletins.
- F. It shall have organizational use of school mail/E-mail (in accordance with Board of Education Policy) for:
1. Notice of meetings.
 2. Minutes of meetings.
 3. Pertinent BEA, OEA, NEOEA, and NEA information.
- G. The Barberton Education Association (BEA) President, Vice-Presidents, PR&R Chairperson, Secretary, Treasurer, and other members paid a stipend by the BEA have the option to be paid a stipend by the Board as identified by the BEA. The BEA shall reimburse the Board of the cost of the stipends, state/federal taxes, workers' compensations, Medicare and any applicable retirement costs payable to the Ohio STRS.

ARTICLE IV — COMMON PURPOSE CLAUSE

1. The parties agree that problems involving financing, operation, continuation, or basic changes in the school program shall be discussed jointly in the hope that solutions can be reached that will be satisfactory to the Board, the Administration, and the BEA. Nothing contained herein shall prevent the Board from exercising its statutory duties of operating and/or maintaining the Barberton City School District.
2. It is expected that teachers in grades 7-12 will use electronic grading tools in core content areas.

Those teachers expected to use electronic grading tools will be provided access to the equipment needed.

A training program will be established by the Superintendent/designee in conjunction with the BEA and the Staff Development Committee to provide opportunities to expand best practices and communication.

ARTICLE V — TEACHER RIGHTS

A. Academic Freedom

The Board, the Administration, and the BEA believe that academic and professional freedom are essential to the teaching profession. Controversial issues may be a part of the instructional program when in the judgment of the individual staff member and consistent with the approved course of study such issues are within the teacher's area of teaching expertise and are deemed to be appropriate to the curriculum and to the maturity level of his/her students. Academic freedom is the right of the learner and his/her teachers to explore, present, and discuss divergent points of view in the quest for knowledge and truth.

B. Right to Representation

All BEA members shall have the right to be accompanied by an Association representative(s) to any meetings with Barberton School Administrators and/or Board members, whenever the teacher feels it is warranted.

ARTICLE VI — PERSONNEL POLICIES

A. Duty Hours

1. Duty hours for bargaining unit members shall consist of up to seven and one-half (7½) hours, commencing between the hours of 7:30 and 8:30 AM and terminating between the hours of 2:45 and 3:45 PM. This time shall be continuous, and shall include the statutorily prescribed lunch period.

- a. In the event a teacher and principal propose to have a course offering outside the established duty hours, acceptance of the assignment of the course shall be voluntary and the teacher's duty hours shall be adjusted accordingly.

2. Parent/Teacher Conference Days

- a. The Administration can adjust the starting and ending times for a maximum of two (2) parent-teacher conference days per school year as reflected in the school calendar. Teachers shall be required to schedule conferences only for those students they and/or their Building Principal feel are in need of a conference, or for students whose parent(s) or guardian(s) specifically request a conference. Any time remaining may be used by the teacher for recordkeeping, grading, planning, in-service, and building meetings.
- b. At the elementary level, the second half of the second parent conference day will be reserved for Teacher recordkeeping.
- c. The annual school year calendar shall contain one hundred eighty- five (185) teacher workdays which shall include the following:
 - 1) One hundred seventy-nine (179) teaching days with students
 - 2) One (1) in-service day at the start of the school year
 - 3) One (1) workday at the start of school
 - 4) One-half ($\frac{1}{2}$) parent/teacher conference day during the first semester
 - 5) One (1) records day in January
 - 6) One-half ($\frac{1}{2}$) parent/teacher conference during the second semester
 - 7) One (1) teacher in-service day per the school calendar
 - 8) One (1) workday at the end of the school year

d. General Considerations

There shall be no more than two (2) evening parent/teacher conferences per school year.

3. The starting times for all certified/licensed personnel shall be established prior to the start of the school year, and shall be maintained throughout the school year.

B. Class Size and Load

The following maximum pupils per class shall be maintained:

1. In Elementary schools, except as described in Paragraph 2 below, enrollment shall not exceed the following student per teacher ratios:

<u>Grades:</u>	<u>Student:Teacher Ratio</u>
K-2	25:1
3-5	27:1

2. When enrollment in elementary classes exceeds the class size limits prescribed in Paragraph 1 above, the teacher will receive additional compensation at an annualized rate of one thousand dollars (\$1,000.00) per pupil pro-rated on the number of days the student is in the classroom as a fraction of the number of days in the instructional year (i.e., 179 days), up to a maximum of twenty-five (25) students in grades K-2, and up to a maximum of twenty-seven (27) students in grades 3-5.
3. In the Secondary schools, every endeavor will be made to maintain a maximum of thirty (30) pupils per class.
4. In the Secondary schools, under no circumstances will the total academic class load exceed one hundred fifty (150) per period or modified block, eighty (80) if block scheduled, which will be determined as of the first full week of October. In scheduling Secondary teachers, an effort will be made to limit the number of preparations to three (3).
5. In the event class size exceeds thirty (30), an immediate conference will be held with the teacher, BEA, and Principal to find an equitable solution to the problem.
6. Classes in Choir, Band, Ensemble, Physical Education, and Keyboarding may exceed these maximums. For SLD/BD-DH tutors, the number of students being tutored shall be in accordance with State Minimum Standards.
7. For Middle School, Grades 6, 7 and 8 shall be considered Secondary School for purposes of implementing this Article VI (B).
8. Every attempt will be made for equitable distribution of students with special needs. If a teacher has a concern, he/she will request a meeting with the principal and Student Services Director.
9. The caseload for Intervention Specialists shall not exceed the ratio requirements of the "Operating Standards for Serving Children with Disabilities" as outlined by the Ohio Department of Education.

10. In an effort to make a smooth transition with new students, new students may be added to a teacher's classroom during the course of the school year with written notice to the teacher from the principal. The students will be placed in the class at an appropriate time for their individual circumstances with a textbook and/or other needed materials.
11. A minimum of six (6) hours of training may be provided for teachers who are assigned to work with an Educational or Teacher Aide. Such training(s) shall be provided for the teacher and the aide during the teacher's workday for the purpose of understanding their respective roles.

C. Planning and Conference Periods

1. Secondary teachers shall have no less than five (5) periods per week for planning and conference purposes and in any event no less than two hundred (200) minutes of planning and conference time during their workweek. To the extent feasible, teachers shall have one (1) period per day. Lunch time shall not be considered as conference and planning time. In addition, department heads not compensated monetarily shall be given no duty assignment.
2. Elementary teachers (Grades K-5) shall have one hundred eighty (180) minutes of planning and conference time per week.
3. Elementary music and physical education shall have one hundred eighty (180) minutes of planning and conference time per week.
4. All Elementary (K-5) planning and conference time shall be after the tardy bell and before the dismissal bell, while students are in attendance.
5. An attempt will be made to have one (1) period of planning and conference time per teacher each school day.
6. Teachers will not be required to perform scoring and/or recording of state mandated tests.
7. SLD/BD-DH tutors who are assigned to work twenty (20) or more hours per week shall be granted two (2) hours paid planning time per week. All other tutors shall receive one (1) hour paid planning time per week.
8. Any teacher who travels from building to building as part of his/her work assignment more than three (3) days per week shall not be assigned any additional duties. Other traveling teachers will not be assigned any additional duties on travel days.
9. Itinerant teachers at Decker will spend five (5) days in district kindergartens and spend five (5) days for individual caseloads at Decker at the beginning of the school year. In addition, those bargaining unit members who work with the Head Start Program shall not be assigned lunch duty.

D. Teacher Participation in the Educational Program

1. All changes in curriculum and organizational structure in the Barberton City Schools shall be made on the educational merits of the plan.
2. Any committee assigned the task of researching, recommending, and presenting a change in curriculum, included but not limited to mapping textbook adoption or course of study revision, shall be composed of at least seventy-five percent (75%) teachers. Any teacher whose assignment includes teaching the said curriculum and desiring to serve on a committee shall express an interest in writing to the BEA President. The BEA President will submit a list of all interested teachers to the Superintendent along with his/her recommendations (after discussion with the Superintendent/designee). The Superintendent shall appoint the committee from the list submitted by the BEA President.
3. The BEA shall have the right to initiate periodic evaluations of the curriculum and/or organizational structure of the Barberton City Schools, shall notify the Board that said evaluation is in progress, and shall present its findings to the Superintendent.
4. Copies of all written communications concerning in-service meetings, curriculum assignments and special workshops shall be forwarded to the BEA President prior to distribution.

E. Faculty Advisory Committee(s)

1. A Faculty Advisory Committee (FAC) shall be elected in each building to work closely with the Building Administration on all matters of concern. The BEA building representatives shall conduct the election for the selection with a five (5) member minimum or a ratio of one (1) member for each ten (10) teachers, whichever is greater. The committee shall elect a chairperson.
2. Matters that cannot be resolved at the FAC level may be taken through the BEA for a discussion meeting with the Central Office Administration after being vetted at the building level.

F. Application for Summer School

1. Barberton City Schools faculty shall be considered for Summer School positions. Vacancies will be listed in all buildings for six (6) working days. However, vacancies will be filled on the basis of qualifications, regardless of school affiliation.
2. Accumulated sick leave may be used by Summer School certificated employees.

G. Meetings After Duty Hours

1. Up to one (1) day per month may be set aside for a building meeting, if such a meeting is deemed necessary by the Principal. The building meeting schedule shall be established by September 1st. Faculty meetings will begin no later than ten (10) minutes after the student dismissal and will last no longer than fifty (50) minutes. The BEA Building Representative shall be given the opportunity to use a portion of the time after each building meeting for the conduct of representative organization business.
2. Teachers may be required to attend up to and including three (3) departmental meetings per school year after the teachers' regularly scheduled workday as scheduled through the Central Office. Any such meeting shall begin within fifteen (15) minutes after the student day and shall not exceed forty-five (45) minutes in duration.
3. If tutors are required by the Administration to attend meetings outside their regular duty hours, they will be compensated at their regular rate of pay.
4. The Association recognizes the importance of open house and encourages members of the bargaining unit to attend.

H. Qualified Substitutes

1. It shall be the practice of the Board to obtain a qualified substitute for each teacher absence of one-half (½) day or more. The Board agrees to make all reasonable efforts to obtain qualified substitutes.
2. Teachers who agree to cover a class during any scheduled individual planning and conference period at the direction of the building principal shall be compensated at the following rates:

	<u>2011-14:</u>
Per period, block schedule	\$26.56
Per period, (doubled if blocked)	\$13.28
Per block, period of time in Elementary	\$13.28

Certification/licensure shall be the primary basis for assignments prescribed in this section. If two (2) teachers are both certified for the assignment, or if no available teacher is certified for the assignment, the most senior available teacher shall be offered the assignment.

I. Personnel Files

1. Upon a twenty-four (24) hour advance request, a teacher's personnel file shall be open to the individual teacher, during personnel office hours, in the presence of an Administrator or his/her representative. The teacher may be accompanied by one (1) person of his/her choice during inspection. Information such as credentials and letters of reference are specifically exempted from review.
2. All communications, including evaluations by Administrators, commendations, and validated complaints directed toward the teacher which are added to the personnel file shall be made available to the affected teacher. If the teacher believes information on file is inaccurate, irrelevant, or incomplete, the teacher may request that such materials be removed and shall have the right to file a written statement setting forth the teacher's position in the event such material is not removed.

J. Assaults

1. Any assault upon a teacher is considered a serious offense. An assault should be reported in writing to the Principal, who will investigate the assault and report in writing to the Superintendent. The Superintendent shall acknowledge receipt of the report and, in turn, report the assault to the Board. The Superintendent shall forward his/her final report to the teacher.
2. Any teacher who must be absent due to a physical disability resulting from an assault on the teacher, which occurs in the course and scope of Board employment, shall be entitled to assault leave. Such leave shall be granted for a period of physical disability not to exceed one (1) calendar year, upon the teacher delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement shall indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, if known, the facts surrounding the assault, and the willingness of the teacher to participate and cooperate fully with the Board in pursuing legal action against the alleged assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Assault leave may be extended beyond one (1) calendar year by the Board.
3. Full payment for assault leave, less Workers' Compensation, shall not exceed the teacher's per diem rate of pay, and will not be approved for payment unless and until the form and the certificate, as provided above, are furnished to the Treasurer. Falsification of either the signed statement or a physician's certificate shall be grounds for suspension or termination of employment under §3319.16 of the Ohio Revised Code. The first thirty (30) workdays of assault leave shall not be deducted from the employee's accumulated sick leave, and the employee will not be required to file for Workers' Compensation for these days. Additional days of assault leave may be granted by the Superintendent.

4. The Board shall render diligent assistance and advice to the teacher in securing criminal prosecution of the assailant through law enforcement and judicial authorities.

K. Student Teacher Policy

1. All Supervisory Teachers must have a minimum of three (3) years' teaching experience as reflected in the steps of the pay scale. During a current school year, if one hundred twenty (120) days have been worked, that year will be considered a year's teaching experience.
2. Supervisory Teachers will have given an indication of a wide knowledge in the area of curriculum development and general leadership in the school situation.
3. No individual teacher will have more than two (2) Student Teacher responsibilities for more than the equivalent of one (1) school term, i.e., semester, quarter, trimester. The supervising teacher will be responsible for only one (1) intern during any given time frame.
4. Participation as a Supervisory Teacher is entirely voluntary.
5. Information will be provided on the Student Teacher. This will be of the same type as would be requested on an employment application.
6. No Student Teacher will substitute in a class for which he/she has not already assumed full teaching responsibility.

L. Calendar

1. The starting and ending dates for the teachers' work year shall be determined by the Board. The BEA President shall have the right to submit written recommendations to the Board on or before December 15 of the immediately preceding work year.
2. Placement of holiday periods and professional days will be positioned within the school calendar in the following manner:
 - a. Two (2) plans shall be designed jointly by the BEA and the Administration not to exceed the duration of the Master Agreement in effect.
 - b. These two (2) plans will then be placed on a Referendum Ballot for vote of the certificated staff.
 - c. The BEA President, or his/her designated representative, will be present during the counting of the ballots.
 - d. The plan with majority approval may be adopted by the Board.

M. Audio Visual Materials and Equipment

When audio visual materials and equipment comprise a normal part of the instructional program used in a particular course, such materials and equipment shall be available to teachers for use in such courses until the last day of school. When teachers must use computers as a requirement of their jobs, computer, internet access, and in-service shall be provided by the Board.

N. Parking Facilities

The Board agrees to make reasonable efforts to keep parking facilities free of snow and debris. In addition, the Board agrees to make reasonable efforts to provide individual parking spaces denoted by painted lines.

O. Telephone

All schools will have one (1) telephone located in a teachers' lounge or staff room.

P. School Announcements

1. School announcements over the Public Address System shall be made during the first ten (10) minutes and the last five (5) minutes of the school day.
2. The last two (2) minutes of any period in the high school/middle school may be used for announcements, if the announcement is of such nature that it cannot wait. Written communications should be encouraged in all cases.
3. Announcements are not to be made at other times during the school day, unless the welfare of the student body or the faculty is at stake.
4. Personnel using Office Public Address Systems should be limited to those designated by the Building Principal.

Q. Student Discipline

The Board/Administration/Teachers and tutors recognize their responsibilities to give mutual support and assistance with respect to the maintenance and control of discipline.

R. Tutor Provisions

1. The Board and/or Administration has the right to utilize tutors on an emergency basis to cover classes and perform teaching duties as assigned by the Superintendent or designee, provided a tutor may decline such assignment if the assignment falls outside the tutor's regularly scheduled hours, either entirely or in part. Secondary tutors will only be pre-empted from scheduled tutoring time when teachers or tutors decline to cover a class during their individual planning time. For such service, tutors shall be paid at their regular hourly rate.

2. The LD/DD/SBH tutor has the responsibility to prepare all except the initial Individualized Education Plan (IEP) for his/her students.
3. The tutor shall be responsible for scheduling his/her students in such a manner that the tutor's time is fully utilized.
4. Tutor hours will be established according to the number of students needing tutor services. Said hours shall be no less than fifteen (15) or more hours per week and may be adjusted above the fifteen (15) hour minimum according to the needs of the District at any time throughout the school year.

S. Local Professional Development Committee

The parties agree that the Local Professional Development Committee Bylaws will govern the operation of the LPDC in the District. Any changes to the Bylaws submitted by the LPDC must be mutually agreed upon by the Superintendent and the BEA Board of Directors. All changes to the Bylaws will be signed off by the Chairperson of the LPDC, the President of the BEA and the Superintendent of the Barberton Schools.

T. Special Education

Four (4) release days will be allotted to teachers who are involved in conducting IEP reviews.

1. Effective with the 2009-10 school year and thereafter, the following will be in effect:
 - a. Grades K-5:

Special education teachers will be allotted one (1) day each quarter for special education duties. In addition, special education teachers will not be assigned non-teaching duties.
 - b. Four (4) release days will be allotted to teachers who are involved in conducting IEP reviews.
2. Two (2) days will be used by teachers/speech therapists to write IEPs.
3. Two (2) days will be used by tutors to write IEPs.

U. Released Time for National Board Certification

Any teacher who is undergoing the process of obtaining National Board Certification shall be granted two (2) release days out of the District to work toward his/her National Board Certification.

V. Job Sharing *See Appendix L.

W. Building Changes

Transition committees will be created as building staff are projected to be moved. BEA appointed members shall be represented on the committees.

X. Credit Flexibility

1. Overview

- a. The new Credit Flexibility Policy enacted by the Board will be referenced as it is stated in the *Board Policy Manual* under File Item IGBM "Credit Flexibility."
- b. The new Credit Flexibility Program Information and Guidelines will be referenced in future copies of the *Student Handbook and Course Information* as well as the school website.

2. Working Conditions

- a. Without regard to the number of students participating, anytime a credit flexibility meeting goes beyond regular working hours, Credit Flex Committee members who are bargaining unit members (including teacher of record, guidance counselor, transition specialist, and any special education case managers) will be compensated at the special project rate of twenty dollars (\$20.00) per hour for committee meetings. Department chairpersons will be excluded from this compensation for committee meeting attendance. Unless agreed to by the teacher(s), no meeting shall be scheduled during the usual student day.
- b. Committee membership is voluntary. The committee should include a majority of the bargaining unit members. Committee members are appointed by the BEA president with input from the department chairperson or designee.
- c. The teacher of record is defined as the person responsible for final determination of grade and whether credit should be granted. This position is voluntary with the Association President appointing member(s) with input from the department chairperson or designee. If no teacher(s) volunteer(s) for this duty, the principal may appoint a teacher in order to be compliant with the State Board. The teacher of record will be a member of the Credit Flex Committee.
- d. The teacher of record will be compensated at the summer school compensation rate per hour of actual and reasonable work conducted

outside of the contractual school day in conjunction with the approved Credit Flexibility Plan. All hours must be determined in advance and approved by the Credit Flexibility Committee not to exceed ten (10) hours per student, per semester or fifteen (15) hours per student, per year-long course. Summer work is voluntary and will be compensated at the same rate and must be determined in advance according to the Credit Flexibility Plan. The total budget of Credit Flexibility for the district shall not exceed \$5,000 annually.

- e. Bargaining unit members will review and approve or disapprove Credit Flexibility Plans with administration members. Decision making is by consensus.
- f. Only bargaining unit members certified in the core, Highly Qualified Teacher, or credentialed can be the teacher of record. The acceptance of the teacher of record shall be voluntary. Compensation to be determined as noted in 2.d., above. To meet state requirements, the principal may assign a teacher of record with input from the BEA President if there are no volunteers.
- g. The teacher of record may be granted release time for work done associated with the creation of supplemental materials for independent study students, performance based work, work-study evaluation, offsite monitoring, internships, community partnerships, etc. This would be determined as part of the Credit Flexibility Plan and approved by the building principal in advance.
- h. For any work that requires the teacher of record to travel to an offsite location, the teacher of record will submit and be compensated for mileage at the district approved rate of travel. Any additional liability coverage related to address offsite issues required to cover the teacher of record will be covered by the Board at their expense.
- i. Credit Flex teacher reassignment will be reviewed by the principal and committee as needed.
- j. Regular progress reporting time frames will stay intact for the teacher of record. Any additional reporting on progress will be determined as part of the Credit Flexibility Plan.
- k. Priority consideration may be given to the Credit Flex teachers who request professional development opportunities to assist in the understanding of this Credit Flexibility process.
- l. The teacher of record will be evaluated under the current terms of evaluation. Credit Flex students will not impact evaluation outside of the current terms negotiated in the Negotiated Agreement.

ARTICLE VII — APPOINTMENTS, ASSIGNMENTS, AND TRANSFERS

A. Basic Qualifications

The Board shall, where possible, only employ teachers with a minimum of a Bachelor's Degree. Persons to be employed as teachers shall possess those qualifications, including certification/licensure, as required by Ohio law. Persons with temporary certification/licensure may be employed as an emergency measure. Certain exceptions to the above requirements are permitted under Ohio law, as it applies to Vocational teachers required in Vocational Training Programs.

B. Assignments

1. The Superintendent has the statutory authority to direct and assign teachers and other employees of the schools under his/her supervision.
2. Assignments with regard to building and grade in Elementary school, and building and subject area in high school/middle school, of all teachers remaining under contract will be issued to the teacher in writing prior to the end of the school year. Only unforeseen circumstances shall necessitate some reassignment at a later date.

C. Transfers and Reduction in Force

1. Voluntary Transfers

- a. Any teacher desiring a transfer may file a Transfer Request for the following year.
- b. Teachers may submit Transfer Requests for a specific position or may make a general request indicating their personal desires.
- c. As vacancies for the new school year are being filled, all Transfer Requests on file will be considered before new employees are assigned.
- d. A Transfer Request will be considered valid until the opening of the new school year, unless the teacher requests its cancellation at an earlier date.
- e. Before a new school year begins, a written notice shall be sent by the personnel office to all unsuccessful applicants for transfer.
- f. Transfer Request forms will be available in each building.
- g. All vacancies shall be posted for six (6) school days in each building's main office bulletin board before applicants for the position are considered. From the last day of school through the last day of July,

notices of vacancies shall be posted on the district's email and website. Between August 1 and the first day of classes, oral and written notification of all vacancies shall be given to the Association President.

2. Involuntary Transfers

An involuntary transfer shall be initiated by a conference between the Superintendent, or his/her designee, and the affected teacher. Written notice shall be given to the teacher as soon as practicable and, under normal circumstances, not later than the end of the school year. An involuntary transfer will have a rational basis.

3. Reduction in Force

a. If the Board suspends teaching contracts pursuant to O.R.C. §3319.17 or for financial reasons solely determined by the Board, seniority shall be determined by length of continuous service in the Barberton City School District. Continuous service shall not be broken by authorized leaves of absence, but will be broken by a resignation or any other termination (excluding suspensions) of employment. In the event two (2) or more employees have the same length of continuous service, preference will be given:

- 1) To the teacher first hired by official action of the Board.
- 2) If not resolved under subsection 1 above, to the teacher who first applied for a certificated/licensed position the Barberton City School District.
- 3) If not resolved under subsections 1 or 2 above, to the teacher who has the greater service in the system, regardless of continuity.
- 4) If not resolved under subsections 1, 2 or 3 above, to the teacher who has the greater career service, regardless of where earned.
- 5) If not resolved under subsections 1, 2, 3 or 4 above, to the teacher who prevails in a determination by lot.

b. In the first week of February, the Administration will post in each school building a Seniority List, a copy to be provided to the BEA President, of staff members with continuing and limited contracts. The Seniority List will identify years of service, the date the teacher was hired by official action of the Board, certification(s) currently on file, current assignment, and system wide seniority.

c. Within ten (10) school days of the posting date of the Seniority List, any corrections to the Seniority List by staff members will be given to the Personnel Office, and a copy of the same will be provided to the BEA

President. A final corrected Seniority List will be posted during the last week of February. Thereafter, teachers shall be eligible for retention in a reduction in force only in those teaching areas for which the teacher has previously filed a valid teaching certificate/license with the personnel office.

- d. Teachers whose contracts are suspended shall forthwith be placed on a Recall List, a copy of which shall be given to the BEA President. No new teachers shall be employed by the Board while there are teachers on the Recall List who are certificated/licensed for the particular position the Board intends to fill.
- e. A teacher whose name appears on the Recall List shall be offered re-employment when a position becomes available for which he/she is certificated/licensed. Appropriately teachers shall be returned to active employment in order of system-wide seniority, except that in all cases, continuing contract teachers, if any, shall have a preference over limited contract teachers. The following procedures shall apply.
 - 1) The Board shall recall the teacher to active employment by giving written notice by registered or certified mail to the teacher. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer of re-employment.
 - 2) If a teacher does not accept re-employment in writing, postmarked within fifteen (15) calendar days from the date said notice was delivered unless an extension is granted in writing by the Superintendent, said teacher shall be considered to have rejected the recall and shall be permanently removed from the Recall List.
 - 3) Each teacher shall remain on the Recall List for twenty-seven (27) months from the teacher's last day of active service, unless the teacher fails to accept recall or waives his/her recall rights in writing.
 - 4) A teacher who is recalled shall be credited with the sick leave accumulation and years of service for salary schedule placement that the teacher had at the time of contract suspension, plus any additional sick leave or service earned in the interim by teaching in any other Ohio district.
- f. Tutors whose contracts have been suspended due to a reduction in force shall be placed on a seniority list for their respective classification only and the current negotiated reduction in force procedures shall be applied.

- g. However, all tutors including those on the recall list, shall be notified of teaching vacancies, including vacancies which occur during summer months when school is not in session, for which they have a valid teaching certificate on file. Those on the recall list who apply for said vacancies shall be granted an interview for the vacant position.

D. Application for Administrative or Supervisory Positions

1. All teachers who possess the proper certification for administrative or supervisory positions may file a letter of application for such positions with the Superintendent.
2. A teacher who will hold the proper certification for such positions by the opening of a new school year may file a letter of application.
3. All letters of application will be considered valid until the opening of the school year following the date of filing of the application.
4. Any administrative or supervisory vacancy which does not require special certification shall be posted for six (6) workdays before applicants for the position are considered.

E. Issuance of Contracts

1. Written contracts will be issued to all certificated/licensed personnel no later than the last day of the school year. Tutors shall be employed under a regular teacher's contract in accordance with O.R.C. §3319.11.
2. Continuing contracts shall be issued in accordance with O.R.C. §3319.11.

F. Certification/Licensure

Any person employed as a teacher must hold the appropriate certificate/license issued by the Ohio State Department of Education. The Board Treasurer cannot legally issue a check for the performance of duties until this certificate is placed on file with the Superintendent, unless the certificate/license is being processed. The Treasurer may then issue checks for a period not in excess of sixty (60) days.

G. Non-Renewal of Limited Contracts

Non-renewal of limited contracts shall only occur pursuant to O.R.C. §3319.11. Any challenge to the non-renewal of an employee's limited contract shall also be in accordance with O.R.C. §3319.11, and said employees shall have no right to pursue a

non-renewal appeal or a challenge to the teacher evaluation procedure (Article XII) related to a non-renewal under Article XI — Grievance Procedure.

H. Application for Supplemental Contract Positions

Vacancies for supplemental positions will be filled in accordance with the posting and bid procedures in Article VII, Section (C)(1)(g). Supplemental positions shall only be offered to persons who are not members of the bargaining unit in accordance with O.R.C. §3313.53.

I. Senate Bill 2 (“Master Teacher” or Equivalent)

1. The Board and the Association agree to establish a Master Teacher Committee for the purpose of establishing procedures whereby bargaining unit members may become and/or maintain the designation of Master Teacher according to the standards set forth by the State of Ohio.
2. Bargaining unit members serving on the committee shall receive a stipend or be granted release time.
3. A stipend shall be granted to teachers who achieve Master Teacher Status. The Board and the BEA shall mutually agree on the amount of the stipend.

J. Pastoral Counseling Service

1. The student services performed by the Pastoral Counseling Service shall not be services or duties that can be or are performed by the BEA bargaining unit.
2. The student services provided by the Pastoral Counseling Service or any similar agency shall not cause a Reduction in Force of the BEA bargaining unit as defined in Article VII(C)(3).

ARTICLE VIII — COMPENSATION

A. Pay Periods

1. All personnel of the Barberton City Schools will receive their annual salary in twenty-six (26) biweekly pay periods. Tutors shall be paid in nineteen (19), twenty (20), or twenty-one (21) bi-weekly pay periods.
2. Teachers employed on a full-time basis shall receive their first pay at the end of the second full or partial week of school, provided at least eight (8) teacher workdays have elapsed by that date.
3. All paychecks shall only be issued by direct deposit of pay to the bank of the employee’s choice.

B. Deductions and Agency Shop Provision

1. Ohio State Teacher's Retirement System (STRS)

The amount of contribution shall be established by the State Retirement Board, except that during the term of this Agreement only, the parties agree that if the legislature should increase the teachers' contribution to STRS and decrease the Board's contribution to STRS, the employee shall receive that percentage increase over his/her current compensation. At the end of this Agreement, the employee's contribution and the Board's contribution shall be according to law.

2. STRS Tax Deferred Pick-Up

- a. The Treasurer of the Board shall contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.
- b. The total annual salary for each employee shall be the salary otherwise payable under their contract. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- c. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- d. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Board shall compute income tax

withholding based upon gross income as reported to the respective tax authorities.

- e. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- f. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- g. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after January 1, 1987.
- h. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- i. In the event that Article VIII, Section B.1. is implemented, the percentage allocated to compensation shall be treated as taxable income.

3. Federal, State, and City Income Tax

The mandated deductions shall be divided equally over their designated pay periods.

4. United Way Pledges

All employees may have United Way pledges deducted from their checks.

5. U.S. Savings Bonds

Upon written request, the Board grants employees the privilege of having U.S. Savings Bond deductions made from their paychecks. These deductions may be made monthly or from each pay. The deadline for requesting savings bond deductions will be Friday of the second week of school. Bonds will be purchased beginning in October.

6. Credit Union Deductions

Upon written request, the Board grants employees the privilege of having deposits to the Summit Schools Federal Credit Union or Integrity Credit Union deducted from their paychecks. Written requests for such deductions must be made, and will be implemented as soon as possible, but at no time later than thirty (30) days. Changes in such deductions can be made at any time.

7. Authorized Payroll Deductions

Employees hired at any time other than the beginning of the school year may request authorized payroll deductions within the first thirty (30) days of their employment in accordance with item 6. above.

8. Income Protection Plan Deductions

All certificated personnel may have income protection plan deductions taken from their checks from a Board specified carrier.

9. Association Dues Deduction and Agency Shop Provision

- a. In recognition of the BEA's service to the bargaining unit, all members of the bargaining unit shall either be members of the BEA or share in the BEA's costs of collective bargaining, contract administration, and grievance adjustments by paying to the BEA a service fee.
- b. The amount of the service fee and an explanation of the basis on which the fee is calculated shall be certified to the Board by the BEA Treasurer. Deduction of the fee shall be from the paycheck of each member of the bargaining unit designated by the BEA Treasurer on the third Friday of September of each school year. Deductions shall be taken from the first twenty (20) consecutive paychecks commencing with the first paycheck in October of each school year, shall be automatic, and shall not require written authorization.
- c. The BEA hereby agrees to indemnify the Board and hold it harmless from any and all charges, complaints, claims, lawsuits and judgments, and other forms of liability which arise out of the payroll deduction of BEA dues and fees.
- d. The Treasurer is authorized to make payroll deductions for the BEA, the Northeastern Ohio Education Association, the Ohio Education Association, and the National Education Association for all certificated employees desiring such deductions. The Treasurer will send a monthly check for the amount of deductions to the BEA Treasurer. All dues and service fees deductions shall be made from twenty (20) consecutive paychecks commencing with the first paycheck in October of each school year.

10. Tax-Sheltered Annuities

- a. Bargaining unit members may participate in a tax-sheltered annuity program.
- b. Bargaining unit members may initiate annuity deductions, may change annuity companies, or may change the amount of their payroll deductions with reasonable notice to the Treasurer in the open window periods noted in paragraph C below.
- c. Annuity deductions shall be mailed by the Treasurer to the designated agency within seven (7) days from the date of the payroll or immediately when the invoice is received, whichever is later.

11. EPAC or Fund for Children and Public Education deductions will be administered in accordance with Ohio law.

C. Request for Summer Pay

1. Any request for accumulated pay in advance for the summer must be submitted to the Superintendent no later than May 1. Such request will be submitted to the Board for consideration.
2. Teachers who are not re-employed for the following year do not have to file a request for advance summer pay.

D. School Work Year

1. Exclusive of supplemental contracts, the maximum number of workdays required of full-time members of the bargaining unit shall be one hundred eighty- five (185). NEOEA Day shall not constitute one (1) of the one hundred eighty- five (185) days.
2. The school work year for tutors shall be as needed but shall not be less than one hundred seventy-five (175) days.
3. In addition, the Association and the Board agree that there can be up to two (2) waiver days each school year scheduled at the discretion of the Board. The Association's execution of the waiver day form shall not be unreasonably withheld.

E. Teachers' Salaries Shall Be Based Upon:

1. Degree held or number of years of training.

2. Years of experience.
3. Any member of the bargaining unit who becomes eligible for horizontal movement on the salary schedule shall be placed in the new column at the beginning of the next school year, provided that all academic work qualifying the member for such movement has been completed before the start of the next school year, and that all required verification has been submitted to the personnel office no later than September 15; in the event a member becomes eligible for horizontal movement during the first semester of a school year, the member shall be placed in the new column at the beginning date of the second semester of that school year, provided that all academic work qualifying the member for such movement has been completed by such date, and all required verification has been submitted to the personnel office no later than February 1.
4. Lateral movement on the salary schedule shall occur only for coursework which is directly relevant to the subject area of certification/licensure or the field of education. Such coursework must be offered by an accredited college or university.

F. Initial Position on Salary Schedule

The initial salary of a teacher shall be the minimum on the schedule for which the teacher is qualified, as set forth below:

1. One (1) year of credit shall be given for each year of teaching experience in public schools, up to and including five (5) years; and may be given for each year of teaching in public schools, up to and including ten (10) years.
2. One (1) year of credit shall be given for each year of military service and for each year of teaching experience in Ohio chartered non-public schools, up to and including five (5) years.
3. Total allowance of credit for teaching experience (excluding tutor experience) and military service, granted at the option of the Board, shall not exceed ten (10) years on the District's salary schedule, unless the Board, at its discretion, grants additional years' credits.

4. Tutors Initial Position on the Salary Schedule

- a. Persons with work experience as a tutor who are employed as a regular classroom teacher shall be placed on the teachers' salary schedule in accordance with the following:

- 1) Persons employed as a teacher on or after July 1, 1997, whose prior tutoring experience was in another school district shall not receive credit on the teachers' salary schedule for this experience.

2) Persons employed as a teacher on or after July 1, 1997, whose prior tutoring experience was in the Barberton City School District, shall not receive credit on the teachers' salary schedule for their tutor experience, but shall be paid a lump sum amount payment of Three Hundred Dollars (\$300.00).

b. Persons with prior tutor experience who were employed as a regular classroom teacher prior to July 1, 1997, shall not be affected by paragraph (4)(a) above and the clause "excluding tutor experience" appearing in paragraphs 1. and 3. above shall not apply to such persons.

c. All tutors shall receive a written notice for each school year prior to the first workday specifying their initial work site, number of days to be worked, number of hours to be worked, and rate of compensation.

G. Teachers' Salary and Salary Index*

1. The teachers' salary index schedule appears in Appendix A of the Current Agreement.

2. The BA-0 base salary shall be thirty-four thousand eight hundred forty one dollars (\$34,841.00) for the 2011-2012 school year; thirty-four thousand eight hundred forty one dollars (\$34,841.00) for the 2012-2013 school year; and thirty-four thousand eight hundred forty one dollars (\$34,841.00) for the 2013-2014 school year. This provision supersedes the parties' previously negotiated base salary for the 2011-2012 school year based on the parties' negotiations to modify the duration of the August 28, 2009 through August 27, 2012 Agreement as set forth in Article XIX, Section E. The parties agree to eliminate Appendix B-D from the August 28, 2009 through August 27, 2012 Agreement and substitute with the modified Appendix B for 2011-2012, Appendix C for 2012-2013 and Appendix D for 2013-2014 school years with said salary schedules in effect from June 29, 2011 through June 28, 2014 per the duration of this Agreement as set forth in Article XIX, Section E.

H. Counselors'/School Psychologists' Salary Program

1. High School Counselor(s) Teachers' Schedule x 1.147 (Work Year: 202 days)

Middle School Counselor(s) Teachers schedule x 1.147 (Work Year: 202 days)

2. All High School and Middle School Counselors and Assistant Counselors shall work an additional forty-five (45) minutes per day beyond the regular duty hours

for a classroom teacher. (Refer to Article VI (A) Duty Hours.) The Principal and the Counselor will determine the specific hours of duty.

3. All full-time elementary school counselors shall work a normal school day and will be in attendance during regular school hours.
4. School Psychologist(s) shall have a work year of one hundred ninety-five (195) days with the additional days paid at Teachers' Schedule x 1.111.

I. Specialists' Salary Program

1.	Middle School & Elementary Instrumental Music Instructors	Teachers' Salary + 10% of BA-0 Base Salary (Work Year: 207 Days)
2.	First Assistant Band Director Assistant to Marching, Pep & Concert Band	14% of BA-0 Base Salary
3.	Vocal Music Department Head	4.5% of BA-0 Base Salary
4.	Vocal High School Music	10% of BA-0 Base Salary
	Vocal Middle School Music	2% of BA-0 Base Salary
5.	*Special Education Teachers	Teachers' Salary + 4.6% of BA-0 Base Salary (Work Year: 187 Days)
6.	Destination Imagination District Coordinator (1)	10% of BA-0 Base Salary
7.	Elementary Music Instructors	2% of BA-0 Base Salary
8.	Destination Imagination Coordinator's Assistant(1)	7.5% of BA-0 Base Salary
9.	Destination Imagination Coach (3)	3% of BA-0 Base Salary
10.	Mentor – Licensure	3% of BA-0 Base Salary
11.	Mentor – Certificated	1.5% of BA-0 Base Salary
12.	Lead Mentor(s)	\$3,000 (if nine or more mentees) \$1,500 (if eight or fewer mentees)
13.	Pathwise Trainer	\$250-with release time \$500 without release time
14.	Ohio First	\$300 with release time \$600 without release time

*Personnel who are initially employed subsequent to January 1, 1975 in these positions shall be assigned the regular work year and shall receive regular teachers' salary.

J. Extended Time Compensation

1. A certificated/licensed employee who is assigned to work beyond the normal contract year in the following areas shall be compensated as indicated below:

	Extended Time	% of Salary
Cooperative Office Education	4 weeks	8%
Merchandising Education	4 weeks	8%
Cooperative Business Education	4 weeks	8%
Career Based Intervention	4 weeks	8%

2. Vocational Home Economics Extended Time will be compensated at the rate of two percent (2%) of the employee's salary for each assigned week. The number of weeks assigned is determined by foundation units.
3. Any certificated/licensed employee who is granted a supplemental contract to work beyond the normal one hundred eighty-five (185) day school year shall be compensated at the same rate in effect for summer school for all hours worked.
4. Days worked after the official last day of a school year shall be compensated on the basis of the salary schedule in effect during the fiscal year in which the work is performed with the exception of tutors who perform staff development work that applies to the workday requirement for the following school year. For this work, such tutors will be paid at the rate in effect for the school year to which the staff development days apply.

K. Hourly Position Compensation

This provision supersedes the parties' previously negotiated base salary for the 2011-2012 school year based on the parties' negotiations to modify the duration of the August 28, 2009 through August 27, 2012 Agreement as set forth in Article XIX, Section E.

The hourly rate for summer school, success school, home instruction and tutors shall be as follows:

1. Summer School Compensation:

2011-2014	\$23.63
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2. Home Instruction Compensation:

2011-2014	\$22.52
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3. Tutor's Hourly Rate Schedule:

2011-2014 Hourly Rate Schedule

Experience:	Hourly Rate:
0	\$24.68
1	\$25.69
2	\$26.90
3	\$27.88

L. Compensation Schedule for High School and Middle School Additional Duty

Teachers who are assigned to the extra duties listed in Appendix E of this Agreement will be paid at the stated percentage of the BA-0 Salary Schedule.

M. Hold Harmless Clause

The parties will agree to contract language, prior to signatures, that will hold the BEA bargaining unit members harmless in the event that legislation is enacted impacting the employer/employee contribution rates for STRS.

N. Compensation Schedule for Elementary Additional Duty

1. The allotment for each elementary building for elementary additional duty compensation shall be twenty percent (20%) of the BA-0 salary schedule. In addition, the following supplemental positions may be filled at each elementary building at the compensation amounts indicated:

Position:	Salary Amount:
Spelling Bee	\$100.00
Student Council	\$400.00
Safety Patrol	\$400.00

2. A committee of teachers in each elementary building appointed by the BEA shall meet with the Principal to determine those extra duties for which compensation will be allowed. The committee, including the Faculty Advisory Committee will also recommend the salary for these positions.
3. These positions will be posted in the building and assigned by the building Principal.
4. These positions shall be reviewed annually in each school by the committee of teachers and the Faculty Advisory Committee to determine if the activity should be continued for another school year.

5. In addition to the above, the Elementary Audio-Visual Coordinator shall receive two percent (2%) of the BA-0 base salary. The Elementary Technology Coordinator shall receive salary at the rate of four percent (4%) of the BA-0 base salary.

O. Compensation Schedule for Athletic Assignments

Teachers who are assigned to the extra duties listed in Appendix E of this Agreement will be paid at the stated percentage of the BA-0 Salary Schedule.

P. Reimbursement for In-District Travel

1. Members of the bargaining unit whose duties require them to be regularly in two (2) or more buildings on a given day, or whose responsibilities require them to visit the homes of children, or who travel in conjunction with their duties in vocational programs, shall receive mileage reimbursement. The rate of reimbursement shall be at the standard mileage allowance prescribed by the Internal Revenue Service (IRS) and shall not be retroactive prior to the date of official notification by the IRS. Should the IRS standard be raised during the term of this Agreement, an adjustment to the new standard shall be implemented the following September 1. In no event will the rate of reimbursement under this section be less than the rate applicable to any non-bargaining unit employee.
2. All mileage reimbursement shall be requested by the employee no later than one (1) week following the completion of the employee's work year or the mileage reimbursement is forfeited.

Q. Severance Pay

1. Any certificated employee of the Board, upon retirement from active service under provisions of the appropriate State Employees Retirement System or upon the death of an employee, shall receive severance pay equal to twenty-five percent (25%) of his/her accumulated sick leave days, up to a maximum limit of fifty-six (56) days for 2011-2012, 2012-2013, and 2013-2014.
2. This payment is to be made upon the evidence of approval of retirement benefits by the appropriate State Employees Retirement System; provided, however, that the retirement be effective within ninety (90) days of last day of active service.
3. The Board agrees to implement a deferral of severance pay tax shelter plan pursuant to IRS law effective January 1, 2007.

R. Head Nurse

The Head Nurse shall receive eight percent (8%) of the BA-0 base salary.

S. Sick Leave Bonus

Bargaining unit members shall receive a Three Hundred Dollar (\$300.00) annual bonus pro-rated if they have used no sick leave during that school year.

ARTICLE IX — EMPLOYEE BENEFIT PLAN

A. Comprehensive Major Medical Plan and General Provisions

1. All positions requiring certificated personnel shall be classified, for insurance purposes, as follows:
 - a. Full-time position: A position requiring more than fifteen (15) hours per week for a minimum of thirty-five (35) weeks per year.
 - b. Part-time position: A position requiring fifteen (15) hours per week or less for a minimum of thirty-five (35) weeks per year.
2. All certificated employees classified as having full-time positions shall be given a comprehensive major medical plan (Appendix F) as provided by the Board, and will pay:

School Year:	Single per Month:	Family per Month:
2011-2012	10%/month	10%/month
2012-2013	10%/month	10%/month
2013-2014	12%/month not to exceed \$65.00 per month	12%/month not to exceed \$150.00 per month

The employees classified as having full-time positions will be covered under the life insurance program provided by the Board. Under a comprehensive insurance plan, all expenses shall be subject to the deductible and coinsurance standards.

3. Plan benefits for a certificated employee whose spouse is also a certificated employee shall be limited to one family plan.
4. All certificated employees classified as having part-time positions shall receive single comprehensive major medical plan, and dental coverage, as provided by the Board. All employees classified as having part-time positions will be covered under the life insurance program provided by the Board.
5. It shall be the responsibility of the employee to notify the personnel office, in writing, of any change in dependency status.

6. A new employee must complete a minimum of a thirty (30) day waiting period from the date of his/her employment before inclusion under the insurance programs provided by the Board.
7. Upon termination of employment from the Board, the employee shall also be terminated from insurance programs. All eligible employees have the option to convert to an individual policy.
8. The Board will not accept any premiums for all collateral dependents. Part-time employees who have been granted single coverage will not be permitted to pay premiums for their dependents.
9. Certificated/licensed employees covered by the insurance programs will have Board-paid coverage for the contract year. (A contract year is twelve (12) months.)
10. When leaves of absence are granted to certificated/licensed employees for illness or disability, insurance benefits will be available according to FMLA (12 weeks per year) and COBRA (18 months).
11. When leaves of absence are granted to certificated/licensed employees for education or professional purposes or for maternity reasons, the employee on leave will be granted permission to make payments to the Board for his/her coverage. Payments must be made prior to the first of every month.
12. When leaves of absence are granted to certificated employees for enlistment or recall to duty in the U.S. Armed Forces, insurance premiums will not be paid by the Board, nor will the Board grant permission to the employee to make premium payments.
13. The BEA President, or his/her designee, shall be entitled to inspect the insurance policies applicable to members of the bargaining unit. Such policy, or any portion of any such policy, will be made available upon request to the BEA. The Board may change carrier(s) for any insurance program, provided coverage and services are not reduced. The BEA will receive thirty (30) days advance notice of any proposed change in carrier(s).
14. Additional Surgical Opinion Benefits

Additional surgical opinions are covered the same as any other physician visit.

15. Pre-Admission Certification and Limitations Applicable to Hospital Expense Benefits

- a. Penalties for failure to obtain pre-authorization for network services that are deemed not medically necessary are the financial responsibility of the provider. This includes weekend admissions, non-emergency admissions, and additional services requested. Pre-authorization is done by the provider.
- b. Financial penalties for failure to obtain pre-authorization for non-network services that are deemed not medically necessary are the financial responsibility of the member.

16. Non-Weekend Admissions to Hospital

The plan will not provide any benefits under the base or major medical benefits section of the plan for services or supplies provided by or relating to an in-patient hospital admission occurring on Friday, Saturday or Sunday, and are not rendered because of an emergency admission, or a scheduled surgery to be performed on the day following admission.

17. A maximum of twelve (12) chiropractic visits per person per year will be covered, and they shall have a fifteen dollar (\$15.00) office visit co-pay that shall not accumulate toward the out-of-pocket maximum.

18. Tutors who are regularly scheduled to work fifteen (15) or more hours per week for thirty-five (35) weeks shall be entitled to single hospitalization coverage as prescribed in Article IX(A) of the BEA Master Agreement.

19. The parties agree to the following changes in the Major Medical Plan Coverage:

- a. Coverage of Occupational Therapy under the Plan percentages
- b. Hospice Care
- c. Mental Illness and Substance Abuse Outpatient Treatment - 80% of R&C; (combined maximum of 52 visits per calendar year), subject to a fifteen dollar (\$15.00) office visit co-pay. Inpatient care shall be according to the plan document.
- d. The calendar year deductible amount is waived, and the Plan will pay a one hundred percent (100%) benefit percentage for the following:
 - 1) Annual Physical Examinations – According to the plan which includes routine pap tests, mammograms, and prostate tests.

2) One routine Pap test, mammogram and prostate test (including office visit) each per calendar year -- does not apply toward routine physical examination maximum.

e. Outpatient physical and occupational therapy shall have visits with a fifteen dollar (\$15.00) per visit co-pay that will not accumulate toward the out-of-pocket maximum.

20. Coordination of Spousal Benefits

Where a spouse is able to obtain health insurance coverage through an employer, the spouse will be required to obtain coverage through his/her employer unless the spouse must pay more than one hundred fifty dollars (\$150.00) per month for available coverage. The spouse's plan will be treated as the primary plan for the spouse, and the District's plan will be then secondary for the spouse.

21. See Appendix F for a schedule of hospitalization plan benefits.

Note: The vision benefit shall remain the same as currently in effect.

B. Prescription Drug Plan

The Board shall provide a Prescription Drug Insurance Card for each member of the bargaining unit, with coverage extended to the families of full-time members of the bargaining unit. The deductible shall be ten dollars (\$10.00) for generic; twenty dollars (\$20.00) for a 30 day supply of a brand name and thirty dollars (\$30.00) for third tier prescriptions; and twenty dollars (\$20.00) for generic, thirty dollars (\$30.00) and sixty dollars (\$60.00) for tier 3 prescriptions for brand name for a 90 day supply for all mail-in prescriptions.

C. Life Insurance

The Board will provide term life insurance in the amount of thirty thousand dollars (\$30,000.00) with an accidental death and dismemberment benefit to each teacher covered by this Master Agreement. (Refer to Section A for limitations on life insurance.)

D. Workers' Compensation

The Board contributes annually to the State Workers' Compensation Fund. Teachers are eligible for benefits as defined in O.R.C. §4123.54.

E. Dental Insurance

1. The Board shall provide dental insurance with coverage in accordance with Article IX (A)(4) and the schedule which appears in Appendix F of this Agreement.

2. The annual contribution for employees on family coverage participating in the dental insurance plan shall be Ten Dollars (\$10.00) per month.

F. IRS Section 125 Plan

The Board shall establish and institute, at no cost to the employee, an IRS Section 125 Plan for all interested bargaining unit members. The Plan will enable employees to tax shelter out-of-pocket insurance premiums, medical, child care and other qualifying expenses. Participation forms shall be supplied by the provider.

ARTICLE X — ABSENCE AND SICK LEAVE

A. Accumulative Sick Leave

1. Availability of Sick Leave Allowance

- a. Pursuant to §3319.141 of the Ohio Revised Code, all full-time teachers and tutors shall accrue sick leave at the rate of one and one-fourth (1¼) days per month for each year under contract. Part-time employees shall accrue sick leave on a pro rata basis based upon a thirty-six and one-fourth (36¼) hour week. A teacher completing a full school year will earn a total of fifteen (15) days of sick leave. Unused sick leave shall be cumulative to a maximum of two hundred fifty-eight (258) days for the 2009-10 school year; two hundred fifty-nine (259) days for the (2010-11) school year; and two hundred fifty-nine (259) days for the 2011-12 school year.
- b. Each new full-time teacher shall be granted five (5) days sick leave effective the first day of the school year. These five (5) days shall be part of the total number of accumulated days to which the employee shall be entitled for the first year of employment. An additional five (5) days sick leave may be granted for new employees at the discretion of the Superintendent.

2. Termination of Employment and Sick Leave

- a. A teacher who leaves the employ of the Board shall retain his/her accumulated sick leave for ten (10) years from the date of termination of his/her last contract.
- b. A teacher re-employed by the Board who, since leaving the employ of the Board, has been employed by other boards of education or by State, county, or municipal governments of Ohio, shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of the other agencies listed above as shown in the records of the employing organization, in accordance with the Ohio Revised Code; however, such credit for sick leave shall not exceed the maximum number of days of sick leave granted by the Board to its teachers.

- c. Any teacher being employed by the Board who has been in the service of another board of education or State, county, or municipal government of Ohio, shall receive full credit for sick leave accumulated in this previous service as shown in the records of the last employing organization, in accordance with the Ohio Revised Code; however, such credit for sick leave accumulation shall not exceed the maximum number of days of sick leave granted by the Board to its teachers.

3. Limitations and Requirements for Sick Leave Allowance

- a. No salary payment for days of absence under sick leave provisions shall be made to any teacher, except as provided in subsequent paragraphs.
- b. Teachers may use sick leave for absence due to personal illness; injury; exposure to a contagious disease which could be communicated to others; pregnancy; and illness in the teacher's immediate family. (Immediate family includes: parents, husband, wife, children, brother, or sister living in the employee's home.) Up to three (3) days of sick leave may be taken in such illness outside the home, or in the case of illness of other dependents living in the same house, or grandparents, grandchildren, and in-laws bearing the preceding relationships. Permission of the Superintendent or his/her delegated representative must be secured before additional sick leave is approved. Should an illness or emergency occur at a time when it is not possible to reach the Personnel Office, teachers are expected to notify the Personnel Office on the first workday, during regular hours, 8:00 a.m. - 4:30 p.m. daily, after such illness or emergency occurs. A one-half (½) day of sick leave use is defined as an absence for a period less than three (3) hours and forty-six (46) minutes.
- c. Employees may use accumulated and unused sick leave for absence due to death in the immediate family, which for this purpose shall include: grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, daughter-in-law, son-in-law, father-in-law, sister-in-law, brother-in-law, and, in addition, such other persons who, by relationship to such employee, shall be determined by the Superintendent to be members of the employee's immediate family.
- d. For an absence resulting from the aforementioned causes chargeable to sick leave, the prescribed form (see Appendix G) of the Board must be completed, regardless of the duration of the absence. If medical attention was required by the teacher, the employee's statement on the prescribed form shall list the name and address of the attending physician and the dates when he/she was consulted. This form shall accompany the payroll report which is signed and submitted by the building Principal.

B. Personal Leave

Subject to the conditions listed below, each teacher shall be entitled to three (3) days of personal leave per school year without stating the reason therefore. All personal leave is subject to the following conditions:

1. A request for personal leave shall be submitted at least three (3) days prior to the date requested, except in emergencies, on the form shown in Appendix K.
2. No more than twelve (12) teachers may take personal leave on any day.
3. Personal leave may not be taken for BEA-related activities.
4. Personal leave may not be taken on the day before or the day after a non-work weekday or vacation, during the first and last week of school, or for reason g. below, without the approval of the Superintendent or his/her designee.
5. Personal leave may not be accumulated from year to year.
6. Personal leave may not be used for vocational or recreational reasons.
7. The following reasons govern the use of personal leave:
 - a. The observance of religious holidays where total abstinence from work is required by the employee's faith.
 - b. Response to a subpoena from a court or other legal authority; or a court appearance as a party to the litigation.
 - c. Attendance at the funeral of an employee or his/her spouse, child, or grandchildren.
 - d. Road conditions which render it impossible, despite the exercise of all reasonable effort and precaution, to report for work.
 - e. Attendance at the funeral of a close friend or relative not specified under a sick leave listing.
 - f. Marriage of an employee or his/her son, daughter, or grandchildren.
 - g. Personal business responsibilities which cannot be discharged outside of normal school hours.
 - h. Attendance at events in which an employee's presence is required or expected.

8. One (1) additional day of personal leave day will be granted for the reason prescribed in 7(a) above, or other reasons approved by the Superintendent. Requests for said additional day may occur at any time in the school year regardless of prior personal leave usage. Teachers must apply for this leave at least seven (7) days in advance and said letter of application must state the specific reason for the leave.
9. Teachers will be reimbursed for any unused personal leave at a stipend of a minimum of One Hundred Dollars (\$100.00) or the substitute rate, whichever is greater, for each unused day to be paid by July 31 for the previous school year.

C. School Business

1. Procedures to Regulate Attendance at Professional Meetings

Teachers are encouraged to attend professional meetings, do extended travel, publish professional papers, do civic work, and perform research and experimentation that contribute to the educational program. In order to regulate attendance at professional meetings, a written request shall be submitted to the Principal for approval before being forwarded to the Superintendent. The Superintendent shall have the authority to grant such requests without loss of pay, with loss of pay equivalent to the wages paid a substitute teacher, or with full loss of pay. All absences of such nature must be classified before the teacher leaves to attend such meeting.

2. Attendance of Certificated/Licensed Personnel to Conferences, Workshops and Conventions

- a. It shall be the policy of the Board to encourage attendance of personnel at various meetings. The Superintendent shall use his/her discretion in approving or rejecting requests for attendance at such meetings. The BEA President may examine such requests and the Superintendent's decisions thereon. An attempt will be made by the Administration to rotate attendance of personnel so that all classes of certificated classifications shall have the opportunity to participate in this type of in-service program.
- b. The BEA, as the sole and exclusive representative of teaching personnel, shall be entitled to send representatives to the various professional conferences and conventions sponsored by OEA, NEOEA, NEA, or departments thereof, or to other conferences or conventions of professional merit.

- c. Expenses of delegates to conferences dealing with the BEA and its allied organizations (OEA, PR&R Conferences, OEA Rep Assembly, etc.) will be paid by the BEA, except that the Board will provide a substitute teacher and allow the delegate to attend without loss of pay or accumulated sick leave. Expenses of delegates to conferences on instruction or curriculum will be paid entirely by the Board. Delegates must be members of the organization which is sponsoring the conference. Delegates shall attend with the approval of the Superintendent and the BEA President.

3. Conferences and Conventions

Any employee wishing to attend any conference, meeting, or convention may be absent for such purpose, not to exceed one (1) week for any one (1) such conference, meeting, or convention, upon the approval of the Superintendent.

- a. Upon the approval of the Superintendent, the employees may be reimbursed for expenses incurred in attending such meetings.

- b. The Board will assume reasonable expenses, as outlined below:

- 1) Registration

The money involved here is dictated by the meeting itself.

- 2) Meals

Meals selected by school personnel should be in line with meals they would normally consume if they remained in the school District.

- 3) Transportation

- (a) Mileage shall be reimbursed in accordance with Article VIII, section P, of this Master Agreement.

- (b) Mileage from Barberton shall not exceed a radius of one thousand (1,000) miles for Board reimbursement.

- (c) Mileage in excess of a radius of one thousand (1,000) miles shall be paid by the employee.

- 4) Lodging

Hotel room costs should approximate the cost of rooms in major hotel and motel chains in the vicinity of the conference.

D. Compulsory Leave

An employee who must be absent for jury duty or to satisfy a subpoena (in which the employee is held harmless and/or is not a party of) shall give written notice to the Superintendent in advance of such absence. The Board shall continue the employee's regular compensation for each day of compulsory leave. Evidence for use of this leave may be requested.

E. Unauthorized Absence

A salary deduction will be made for any unauthorized absence. The daily rate of pay shall be determined by the individual's contract salary divided by the number of days in his/her work year.

F. Notification in Case of Absence

1. If teachers are unable to report for work, they are encouraged to notify the electronic system. The employee should make every effort to report the absence no later than 7:00 AM on the day of the absence.
2. Unless a specific date has been given when a teacher expects to return to school at the time of reporting absence, it is the teacher's responsibility to notify the Administration the day before returning to school, in order that the Administration may notify the substitute that he/she will not be needed since the regular teacher and the substitute are not needed at the same time.
3. Under no circumstances are the teachers to make arrangements for the substitute or to call them stating when they are returning.

G. Leaves of Absence

1. Upon proper application and verification thereof, a contract teacher shall be granted a leave of absence without pay for personal illness or disability, as provided in O.R.C. §3319.13.
2. Upon proper application and approval thereof, a contract teacher may be granted a leave of absence without pay for educational or professional purposes.
3. Without a request, the Board may grant a leave of absence without pay, and renewals thereof, to any teacher because of physical or mental disability; but such teacher may have a hearing on such un-requested leave of absence, or its renewal, in accordance with O.R.C. §3319.16.

H. Leave for Maternity

1. The use of sick leave during pregnancy and disabilities attributable to childbirth or related medical conditions shall be governed by O.R.C. §3319.141 and applicable Equal Employment Opportunity laws. The employee shall make a reasonable effort to give the Superintendent at least ten (10) days advance notice of the commencement of such leave.
2. An employee who gives birth shall be entitled to an unpaid child-rearing leave of absence upon cessation of leave under subsection 1 of this section. An employee whose spouse gives birth shall be entitled to an unpaid child-rearing leave of absence to commence between the date of birth of his child and sixty (60) days thereafter. To qualify, the employee shall give the Superintendent at least forty-five (45) days advance written notice of the commencement of such leave. Such written notice must specify the duration of the leave desired; and duration of the leave will not, thereafter, be shortened or extended except by mutual agreement. In no event shall leave exceed the remainder of the school year in which birth occurs plus the immediately following school year.
3. Termination of leave must coincide with the beginning either of a school year or of a semester. The Superintendent and the teacher(s) may terminate such leaves by mutual agreement at other times as required by the instructional needs of the district. Upon expiration of the leave, the employee shall be returned to full contract status.
4. An employee who adopts an infant child shall be entitled to ten (10) days of paid sick leave beginning from the time the child is in his/her home and may utilize an unpaid child-rearing leave of absence, in accordance with subsection 2 of this section. Written application for leave must be submitted to the Superintendent at least forty-five (45) days prior to attaining custody of the adopted child or immediately upon notice of when custody will take place, whichever occurs later.

I. Leave for Service in the Armed Forces

1. Leave Not to Exceed Thirty-One (31) Days

A teacher who is a member of the reserve component of the Armed Forces of the United States shall, upon application, be granted a leave of absence for military service not to exceed thirty-one (31) days in one (1) calendar year, without loss of pay, as specified in O.R.C. §5923.05.

2. Extended Military Leave (Leave beyond thirty-one (31) days)

A teacher who leaves his/her teaching position to serve in the Armed Forces of the United States, as defined by O.R.C. §3319.14, shall be considered to be on special leave of absence, and he/she shall be entitled to return to the service of the Barberton City Schools under the terms of pertinent statutes. Upon such return, the teacher shall be returned to service in the school without loss of professional or financial status.

J. Leave of Absence for BEA President

1. At the request of the BEA, a half-time ($\frac{1}{2}$) leave of absence with full pay shall be granted to the BEA President during his/her term of office. The BEA shall reimburse the Board for the total cost of such leave, including the cost of fringe benefits and retirement.
2. The BEA President or designee(s) shall, after advance notification to the building Principal, be allowed to visit schools to investigate working conditions, special problems of teachers, or for other purposes related to BEA business. Teachers shall not be interrupted while in the classroom. In addition, the BEA President shall be given one period or forty-five (45) minutes per day to perform BEA duties, whichever is greater.

K. Duration and Return from Leave of Absence

1. A leave of absence shall be for a definite period, usually for the remainder of the current contract year, subject to renewal at the discretion of the Superintendent and the Board.
2. A teacher desiring reinstatement from a leave of absence shall notify the Superintendent prior to April 1 if he/she wishes to return to duty the following school year.
3. Upon the return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status held prior to such leave.

L. Physical Examination

When an employee requests a leave for any reason or when, without request, the Board proposes to grant him/her a leave of absence on account of physical or mental disability, or upon his/her return from such leave, the Board retains the right to request an examination by physicians of its own choosing, at Board expense. The Board may request a physical examination for personnel returning from military service.

M. Sabbatical Leave

Unless otherwise mutually agreed, a member of the bargaining unit granted a leave of absence for professional improvement under §3319.131 of the Ohio Revised Code shall receive part pay during the period of leave. "Part pay" is defined as the difference between the employee's expected salary and the pay given the substitute employed in place of the employee during the leave. Unless the employee receiving leave has completed twenty-five (25) years of teaching in Ohio, the Board may require the employee to return to the district at the end of the leave for a period of at least one (1) school year.

ARTICLE XI — GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" means a claim that this Agreement has been violated, misinterpreted, or misapplied. Matters not arising under this Agreement shall not be subject to the grievance procedure.
2. "Grievant" means any person or group of persons filing a grievance.
3. Time limits may be extended only by written, mutual agreement. Failure to file a grievance or appeal a grievance to the next step of the procedure within the applicable time limit shall result in a waiver of the grievance. Failure to respond to a grievance within the applicable time limit shall result in automatic advancement of the grievance to the next level of the procedure. If a grievant is prohibited from complying with a time limit applicable to appealing a grievance disposition to the next level by personal or family illness or absence from school due to emergency personal business, the appeal period shall be extended for an additional two (2) school days.

B. Confidentiality

Grievance proceedings through Level Three of the grievance procedure shall be kept as informal and confidential as may be appropriate.

C. Informal Procedure

The grievant shall first discuss the grievance with his/her Principal. If desired, a BEA representative may be present.

D. Formal Procedure

1. Level One

If the grievant is not satisfied with the Principal's informal response, a formal grievance may be filed on their behalf by the Barberton Education Association in writing with the Principal. (See Appendix J for the Certified Employee Grievance Form.) The grievance must be filed within fifteen (15) school days of the incident giving rise to the grievance unless the grievant cannot reasonably be charged with knowledge of the incident, in which case the grievance must be filed within fifteen (15) school days of when such knowledge may reasonably be inferred. The Principal shall, within three (3) school days render a written decision to the grievant, with copies to the BEA Representative, the BEA President, and the Superintendent.

2. Level Two

If the grievant is not satisfied with the Level One response, the grievance may be appealed to the Superintendent by the Barberton Education Association within five (5) school days. The Superintendent or designee shall, within ten (10) school days, meet with the grievant and representatives of the BEA. The Superintendent/designee shall, within ten (10) school days after this meeting, render a written decision, with reasons, to the grievant, with copies to the BEA Representative, the BEA President, and the Principal.

3. Level Three

If the grievant is not satisfied with the Level Two response, the grievance may be submitted by the BEA to arbitration, within twenty (20) school days. The submission shall be in writing, addressed to the American Arbitration Association (AAA) office in Cleveland, Ohio, with a copy to the Superintendent. Selection of an arbitrator and conduct of any arbitration hearing shall be in accordance with the alternate strike method. Either party has the right to request a second list. The arbitrator shall have no power to alter, add to, or subtract from any provision of this Agreement. The arbitrator's decision, unless contrary to law, shall be final and binding. The arbitrator's fee and expenses shall be shared equally by the Board and the BEA. The cost of the transcript, if any, shall be borne solely by the party requesting the transcript unless otherwise directed by the arbitrator, or unless both parties order a copy of the transcript, in which case, the cost shall be equally shared by the parties. If a grievance is processed to Level Three but withdrawn prior to arbitration, the arbitrator's cancellation fee, if any: (1) shall be shared equally by the Board and the BEA if the grievance is withdrawn as the result of a compromise settlement; (2) shall be borne solely by the BEA if the grievance is withdrawn by the BEA with no change in the Board's position; and (3) shall be borne solely by the Board if the grievance is withdrawn as the result of a decision by the Board and/or Superintendent to grant the grievance, or because Board and/or Superintendent action during the period triggering the cancellation fee removes the circumstance(s) underlying the grievance.

E. Miscellaneous Grievance Provisions

1. No reprisals will be taken by any person against any other person for participating in the grievance procedure.
2. If a grievance is filed or being processed on or after June 1, time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
3. A grievance shall be filed with the party at the lowest possible level (but in no event at a level higher than Level Two) who has authority to resolve the grievance. If the BEA concludes that a grievance affects a group of teachers, the grievance may be submitted in writing directly to the Superintendent and processing will commence at Level Two.
4. Every effort will be made to avoid interruption of classroom activities and involvement of students in all phases of the grievance procedure.
5. Only authorized grievance forms (see Appendix J), made available by the BEA, shall be used in filing and processing grievances.
6. The BEA shall furnish names of all BEA Representatives to each school Principal and the Superintendent at the beginning of each school year.
7. The BEA shall be notified of and shall have the right to be present at any level of the grievance procedure.

ARTICLE XII — EVALUATION OF TEACHING EFFICIENCY

- A. The purpose of periodic formal evaluation is to improve instruction and to facilitate professional dialogue.

B. Orientation

Staff members, especially new teachers, must be oriented to the philosophy, criteria, and procedures of evaluation. The teacher evaluation program will be explained to new teachers as part of the Pre-School Workshop and to all teachers during the early weeks of the school year. The Principal in each building is responsible for presenting this program.

- C. Building principals, assistant principals and/or a designated Supervisor shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements. Additional observations may be performed by other certified Administrators which may be considered as part of the final summative evaluation.

D. The results of each formal observation, as well as other job performance issues and documents will be documented in writing on the Teacher Classroom Observation Form (Appendix H).

E. All observations and other documented items will be consolidated into a Teacher Summative Evaluation Form (Appendix I) as indicated below.

F. Traveling Teachers

Principals responsible will share the obligation for the observations and evaluations of traveling teachers and tutors.

G. First Year Limited Contract Teachers

1. Each first year teacher in the District will be observed a minimum of four (4) times per school year, two (2) observations per semester (Appendix H).
2. A summative evaluation (Appendix I) will be presented to the teacher in a conference, conducted within ten (10) working days after the second or final observation of each semester.

H. Regular Limited Contract Teachers

1. Other regular limited contract teachers will be observed a minimum of once each semester (Appendix I) per school year.
2. A summative evaluation (Appendix I) will be presented to the teacher in a conference after the final observation of the year, conducted within ten (10) working days after the final observation of the school year.

I. Continuing Contract Teachers

1. Continuing contract teachers will be evaluated every other year unless specific deficiencies are noted.
2. Continuing contract teachers will be observed a minimum of one (1) time per evaluation (Appendix H).
3. A summative evaluation (Appendix I) will be presented to the teacher in a conference within ten (10) days after the final observation of the year, but no later than April 10th, if specific deficiencies are noted.
4. When specific deficiencies are noted and written notice is given to the teacher, additional observations/evaluations may be done.
5. A continuing contract teacher may opt for goal setting or an action research/project in lieu of administrative conducted evaluation(s), if mutually agreed upon with the evaluating Administrator.

J. General Considerations

1. Additional conferences may be conducted, at the discretion of the Evaluator, after each classroom observation.
2. Should a teacher disagree with an observation or the summative evaluation form, the teacher may file a written response which shall be attached to the appropriate form.
3. Copies of all completed observation and summative evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be forwarded to the Assistant Superintendent's office to be placed in the teacher's personnel file.
4. The teacher and administrator may take one (1) BEA representative to any and all conferences in this procedure. The representative shall be from the Association and the teacher shall give at least twenty-four (24) hours notice if a representative will be present at the conference, if possible.
5. Time limits may be extended by mutual agreement for observations/ evaluations of continuing contract teachers.
6. When the overall performance of a teacher is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (See Appendix I).
7. If any category on the Teacher Summative Evaluation Form is marked unsatisfactory (U), the evaluator shall inform the teacher on the evaluation form of the reasons for the unsatisfactory rating.
8. When a problem is identified, an administrator will assist the teacher to set up written goals and objectives for improvement in the problem area(s).
9. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before April 10 of that year.
10. Tutors shall be evaluated in accordance with the above procedure by a qualified evaluator as designated by the Superintendent.
11. Observations shall be at least thirty (30) minutes in length. Copies of observation forms will be given to the teacher within five (5) days of the observation.
12. Criteria of expected job performance are to be found in the teacher's job description and in the Summative and Observation documents.

13. This evaluation procedure is intended by the parties to be lieu of the evaluation procedures in O.R.C. §3319.111 and as defined in O.R.C. §3319.11(A)(1). Under this Agreement, the parties only intend to supersede the evaluation procedure portion of O.R.C. §§3319.11 and 3319.111; however, they do not intend to abrogate any due process right of employees with respect to an appeal of non-renewal action under the statute except that the negotiated evaluation procedures in this Article XII shall replace the evaluation procedure in the statute.

K. Suggested Two- (2) Year Cycle of Teacher Evaluation

1. Elementary Teachers

Even Numbered Years:	Odd Numbered Years:
Kindergarten	Grade One
Grade Two	Grade Three
Grade Four	Grade Five
Special Staff (PE, Music, Speech, Counselors)	Adjusted Curriculum (Tutors)
	Special Staff (Art, Reading)

2. Middle School Teachers

Even Numbered Years:	Odd Numbered Years:
Grade Six	Science
Social Studies	Mathematics
Physical Education/Health	Reading
English	Music
	Art
	Adjusted Curriculum (Tutors)

3. High School Teachers

Even Numbered Years:	Odd Numbered Years:
Industrial Arts	Art
Physical Education/Health	English
Science	Mathematics
Vocational	Music
Adjusted Curriculum	Counselors
Social Studies	Business
Foreign Languages	Home Economics
	Tutors

L. Philosophy of Teacher Evaluation

The goal of teacher evaluation in the Barberton City School District is to improve education for children. Evaluation is a process whereby, through mutual goodwill and intent, teacher success can be noted and strengthened and teacher deficiencies can be addressed and remedied. Teacher evaluation is a continuous and constructive process. Growth as a result of an exchange of ideas can best be accomplished by teachers, Principals, and Supervisors participating in thoughtful and constructive goal setting. The educational team working together will achieve the goal of evaluation which is the best education for all students.

M. Objectives

The objectives grow out of the philosophy and dictate the attempts and efforts to be achieved in the evaluation process as follows:

1. Evaluation is to mutually establish realistic long-range and short-range goals for the teacher success in major professional performance areas. This is not to imply teacher veto authority over goal setting.
2. Evaluation is to strengthen and improve the learning climate for all students in the educational program.
3. Evaluation is to promote a professional relationship between the teacher and the evaluator whereby mutual consensus results in improved teaching performance.
4. Evaluation is to establish a continual positive development by re-assessment of the teacher's professional performance.
5. Evaluation is to establish teacher self-direction and the cooperation of individuals in achieving the best possible learning situation in the school program.

ARTICLE XIII — COMPLAINTS REGARDING TEACHING PERSONNEL

- A. Any person who wishes, at a meeting of the Board, to voice a complaint regarding a member of the bargaining unit, first shall present a written, signed complaint to the Superintendent.
- B. Written complaints presented to the Board, or received by the Superintendent, shall be investigated by the Superintendent. Whenever the presence of the person against whom the complaint is lodged is required, the BEA representative shall be permitted to attend. The representative shall have the ability to present whatever witnesses he/she deems necessary to rebut the complaint.
- C. Any discussion of complaints concerning an employee shall be held at an executive session of the Board, closed to the public.

- D. A written copy of the complaint and of the findings of the Superintendent shall be furnished to the complaining party, the person against whom the complaint was lodged, and the BEA.
- E. Questions of breach of professional ethics concerning teaching personnel shall be referred to the BEA.

ARTICLE XIV — TUTORS

The following provisions of this Agreement shall not apply to tutors:

- | | | |
|----|--------------------|--|
| A. | Article VI (A) | Duty Hours |
| B. | Article VI (H) | Qualified Substitutes |
| C. | Article VI (K) | Student Teacher Policy |
| D. | Article VII (C)(1) | Voluntary Transfers |
| E. | Article VIII (E) | Teachers' Salaries Shall Be Based Upon |
| F. | Article VIII (G) | Grandfather Clause |
| G. | Article VII (H) | Teachers' Salary and Salary Index |

ARTICLE XV — LONG TERM SUBSTITUTES

- A. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board up to one (1) year.
- B. Long term substitutes shall be employed only in encumbered positions where the incumbent is expected to return. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term teaching contracts shall expire at the conclusion of the agreement without further action by the Board, including the non-renewal of their contract.
- C. The provisions of this Agreement regarding evaluation and renewal or non-renewal of teacher contracts shall not apply to long term substitutes.
- D. Long term substitutes shall have no displacement rights under the reduction in force procedure in this Agreement and shall be excluded from same.
- E. The Association shall receive notification prior to the employment of any long term substitutes.

ARTICLE XVI — NEGOTIATION PROCEDURE

A. Statement of Principles

1. The Board and the BEA state that the purpose of the negotiation procedure is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of Barberton school children by assuring the orderly and uninterrupted operation of the public school system while negotiations are in progress.
2. "Good Faith" negotiations, as provided for in this procedure, include, but are not limited to, reasonable positions on bargainable issues and indicated willingness to reach agreement thereon; reasonable considerations of fiscal or professional judgment in setting forth, evaluating, or declining to agree to proposals; a search for counterproposals to proposals not accepted; or abstention from the breach of existing agreements; but does not compel either party to agree to a proposal or require the making of a concession.
3. Representatives of the Board and the BEA shall participate in negotiations freely, without fear of penalty, reprisal, or recrimination. No penalty, nor threat, nor implication thereof, shall attach to the negotiations.

B. Scope of Bargaining

The scope of bargaining shall be wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

C. Commencement of Negotiations

Not earlier than one hundred fifty (150) days prior to the expiration of the agreement, an initial negotiating meeting will be held to exchange written proposals. Thereafter, neither party shall submit additional proposals introducing new issues without the other party's consent.

D. Negotiation Meetings

1. Negotiation meetings shall be scheduled at the request of the parties; and, until negotiations are concluded, the parties will, at each meeting, decide the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places, and times; and shall avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
3. Either party may recess for caucuses of reasonable length, at any time.
4. Either party may keep minutes of meetings in such form and detail as it may deem advisable.

E. Representation

1. Representation at all negotiation meetings shall be limited to a team of not more than seven (7) representatives designated by the Board and the BEA, respectively. At the initial negotiation session, each party shall designate its representatives, and only those so designated shall attend the negotiation meetings, unless the parties agree otherwise; provided, however, that each party may have two (2) observers present at each meeting.
2. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

F. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District as will assist the parties in the development and evaluation of proposals.

G. Agreement

1. As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representative of each party; but such initialing shall not be construed as final agreement between the representatives until all items have been so initialed.
2. Final agreement reached through negotiations shall be reduced to writing and submitted to the membership of the BEA for approval; and all of the BEA's designated representatives shall recommend and urge approval. Upon approval by the membership of the BEA, the agreement shall be submitted to the Board for approval; and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as the policy of the Board.

H. Dispute Resolution Procedure

If agreement is not reached within forty-five (45) calendar days after the initial negotiation session, either party may declare a bargaining impasse. Within three (3) calendar days after any declaration of impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish the parties with the services of a mediator. The parties agree that this mutually-agreed upon dispute resolution procedure is intended to supersede the statutory procedure in O.R.C. §4117.14.

ARTICLE XVII – MENTOR/ENTRY YEAR PROGRAM

- A. The parties agree that a committee will be formed to develop a handbook to define the Mentor/Entry Year Teacher Program in Barberton. Committee makeup will include:
 - 1. Lead Mentors
 - 2. Assistant Superintendent
 - 3. BEA Representative
 - 4. Administrator Representative

- B. The following will be added the Specialists' Compensation Schedule:
 - 1. Mentor – Licensure – three percent (3%)
 - 2. Mentor – Certified – one and one-half percent (1.5%)
 - 3. Lead Mentor(s) – \$3,000** (If nine (9) or more mentees)
\$1,500** (If eight (8) or fewer mentees)
 - 4. Pathwise Trainer – \$250 with release time
\$500 without release time
 - 5. Ohio First – \$300 with release time
\$600 without release time

** This amount may be divided into two (2) positions at \$1,500 per each position.

ARTICLE XVIII – IEP/MFE/IAT/504 MEETINGS

- A. All teachers working with students must be given an opportunity to provide information for staffing through consultation and/or attendance at the IAT, MFE, IEP and/or 504 meeting.

- B. These meetings will take place during the school day, unless the parent is unable to attend during these hours.

- C. If any of these meetings occur outside of the teacher day, bargaining unit members whose presence is required will be compensated at the hourly rate as follows:

School Year:	Hourly Rate:
2011-2012	\$24.17
2012-2013	\$24.17
2013-2014	\$24.17

ARTICLE XIX — GENERAL PROVISIONS AND SIGNATURES

A. Equal Opportunity

The Board is an equal opportunity employer, and will continue to abide by all State and Federal Equal Employment laws.

B. Conflict with Law

If any provision of the document, or any application of the provisions of this document or agreement reached under its terms, conflicts with any Federal law, regulation, ruling, or order, now or hereafter enacted or issued, such provision(s), application, or agreement shall be inoperative, but the remaining provisions hereof shall remain in effect.

C. Waiver of Negotiations During Term of Agreement

The Board and the BEA acknowledge that during the negotiations resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that this agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the BEA shall voluntarily waive said rights during the life of this Agreement, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter, irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this Agreement.

D. Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the BEA, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental thereto shall not be binding upon either party unless executed in writing by the parties hereto.

E. Duration of Contract

This Agreement shall incorporate all provisions of the Negotiated Agreement not addressed in the parties' negotiations leading to this successor Agreement and the provisions negotiated by the parties for this Agreement shall supersede any conflicting provisions in the Agreement in effect from August 28, 2009 through August 27, 2012. The superseding provisions are set forth in Article VI—Personnel Policies, Article VIII—Compensation, Article IX—Employee Benefit Plan, Article XVIII—IEP/MFE/IAT/504 Meetings, Article XIX—General Provisions and Signatures and Appendices B through D.

This successor Agreement shall be in effect from June 29, 2011 through June 28, 2014.

F. Continuity

All items not changed, revised, or deleted by these negotiations will remain in full force and effect for the duration of any new contract. Supplementals which begin after July 1, shall be based upon the BA-0 salary for the subsequent school year.

G. Signatures

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed

this 20th day of June, 2011.

BARBERTON EDUCATION ASSOCIATION

K. Kim Muescher
President, Barberton Education Association

Dana D. Kreider, Jr.
Negotiations Team Member

Arnette Wesolowski
Negotiations Committee Chairperson

BOARD OF EDUCATION:

[Signature]
President, Board of Education

[Signature]
Superintendent

[Signature]
Treasurer

**BARBERTON CITY SCHOOL DISTRICT
2011-2012, 2012-2013, 2013-2014 TEACHERS' SALARY INDEX SCHEDULE**

Years	Non-Degree	Bachelors	150 Hours	Masters	Masters + 15	Masters + 30
STEP 0	0.9350	1.0000	1.0700	1.1400	1.2000	1.2500
STEP 1	0.9650	1.0400	1.1100	1.2000	1.2500	1.3000
STEP 2	0.9950	1.0900	1.1600	1.2500	1.3100	1.3600
STEP 3	1.0250	1.1300	1.2000	1.3100	1.3700	1.4200
STEP 4	1.0550	1.1800	1.2500	1.3700	1.4200	1.4700
STEP 5	1.0850	1.2200	1.2900	1.4200	1.4800	1.5300
STEP 6	1.1150	1.2700	1.3400	1.4800	1.5400	1.5900
STEP 7	1.1450	1.3100	1.3800	1.5400	1.5900	1.6400
STEP 8	1.1750	1.3600	1.4300	1.5900	1.6500	1.7000
STEP 9	1.2050	1.4000	1.4700	1.6500	1.7000	1.7500
STEP 10	1.2350	1.4400	1.5300	1.7000	1.7600	1.8100
STEP 11	1.2650	1.4900	1.5800	1.7600	1.8300	1.8800
STEP 12	1.2950	1.5500	1.6400	1.8300	1.9000	1.9500
STEP 15	1.3300	1.6100	1.7000	1.9000	1.9600	2.0100
STEP 18	1.3600	1.6700	1.7600	1.9600	2.0200	2.0700
STEP 21	1.3732	1.6832	1.7732	1.9732	2.0332	2.0832
STEP 25	1.4100	1.7200	1.8100	2.0100	2.0700	2.1200
STEP 27	1.4600	1.7700	1.8600	2.0600	2.1100	2.1700

Note: In addition to the salaries indicated in the above schedule, each member of the bargaining unit with an earned Doctoral Degree shall receive an annual payment of One Thousand Dollars (\$1,000.00)

Appendix B

2011-2012 BARBERTON SALARY SCHEDULE						
BA Base: \$34,841						
Years	Non-Degree	Bachelors	150 Hours	Masters	Masters + 15	Masters + 30
STEP 0	32,576	34,841	37,280	39,719	41,809	43,551
STEP 1	33,622	36,235	38,674	41,809	43,551	45,293
STEP 2	34,667	37,977	40,416	43,551	45,642	47,384
STEP 3	35,712	39,370	41,809	45,642	47,732	49,474
STEP 4	36,757	41,112	43,551	47,732	49,474	51,216
STEP 5	37,802	42,506	44,945	49,474	51,565	53,307
STEP 6	38,848	44,248	46,687	51,565	53,655	55,397
STEP 7	39,893	45,642	48,081	53,655	55,397	57,139
STEP 8	40,938	47,384	49,823	55,397	57,488	59,230
STEP 9	41,983	48,777	51,216	57,488	59,230	60,972
STEP 10	43,029	50,171	53,307	59,230	61,320	63,062
STEP 11	44,074	51,913	55,049	61,320	63,759	65,501
STEP 12	45,119	54,004	57,139	63,759	66,198	67,940
STEP 15	46,339	56,094	59,230	66,198	68,288	70,030
STEP 18	47,384	58,184	61,320	68,288	70,379	72,121
STEP 21	47,844	58,644	61,780	68,748	70,839	72,581
STEP 25	49,126	59,927	63,062	70,030	72,121	73,863
STEP 27	50,868	61,669	64,804	71,772	73,515	75,605

Appendix C

2012-2013 BARBERTON SALARY SCHEDULE						
BA Base: \$34,841						
Years	Non-Degree	Bachelors	150 Hours	Masters	Masters + 15	Masters + 30
STEP 0	32,576	34,841	37,280	39,719	41,809	43,551
STEP 1	33,622	36,235	38,674	41,809	43,551	45,293
STEP 2	34,667	37,977	40,416	43,551	45,642	47,384
STEP 3	35,712	39,370	41,809	45,642	47,732	49,474
STEP 4	36,757	41,112	43,551	47,732	49,474	51,216
STEP 5	37,802	42,506	44,945	49,474	51,565	53,307
STEP 6	38,848	44,248	46,687	51,565	53,655	55,397
STEP 7	39,893	45,642	48,081	53,655	55,397	57,139
STEP 8	40,938	47,384	49,823	55,397	57,488	59,230
STEP 9	41,983	48,777	51,216	57,488	59,230	60,972
STEP 10	43,029	50,171	53,307	59,230	61,320	63,062
STEP 11	44,074	51,913	55,049	61,320	63,759	65,501
STEP 12	45,119	54,004	57,139	63,759	66,198	67,940
STEP 15	46,339	56,094	59,230	66,198	68,288	70,030
STEP 18	47,384	58,184	61,320	68,288	70,379	72,121
STEP 21	47,844	58,644	61,780	68,748	70,839	72,581
STEP 25	49,126	59,927	63,062	70,030	72,121	73,863
STEP 27	50,868	61,669	64,804	71,772	73,515	75,605

Appendix D

2013-2014 BARBERTON SALARY SCHEDULE						
BA Base: \$34,841						
Years	Non-Degree	Bachelors	150 Hours	Masters	Masters + 15	Masters + 30
STEP 0	32,576	34,841	37,280	39,719	41,809	43,551
STEP 1	33,622	36,235	38,674	41,809	43,551	45,293
STEP 2	34,667	37,977	40,416	43,551	45,642	47,384
STEP 3	35,712	39,370	41,809	45,642	47,732	49,474
STEP 4	36,757	41,112	43,551	47,732	49,474	51,216
STEP 5	37,802	42,506	44,945	49,474	51,565	53,307
STEP 6	38,848	44,248	46,687	51,565	53,655	55,397
STEP 7	39,893	45,642	48,081	53,655	55,397	57,139
STEP 8	40,938	47,384	49,823	55,397	57,488	59,230
STEP 9	41,983	48,777	51,216	57,488	59,230	60,972
STEP 10	43,029	50,171	53,307	59,230	61,320	63,062
STEP 11	44,074	51,913	55,049	61,320	63,759	65,501
STEP 12	45,119	54,004	57,139	63,759	66,198	67,940
STEP 15	46,339	56,094	59,230	66,198	68,288	70,030
STEP 18	47,384	58,184	61,320	68,288	70,379	72,121
STEP 21	47,844	58,644	61,780	68,748	70,839	72,581
STEP 25	49,126	59,927	63,062	70,030	72,121	73,863
STEP 27	50,868	61,669	64,804	71,772	73,515	75,605

SUPPLEMENTAL SALARY SCHEDULE

A. Compensation Schedule for High School Additional Duty

Position:	Percentage of BA-0 Base Salary:
Academic Challenge	4.5
Audio-Visual Coordinator	6.0
Technology Coordinator	10.0
Chess Club	2.0
"Cigam"	6.5
Concessions Coordinator	10.0
Computer Club	2.0
Debate Club	3.0
DECA / School Store	5.0
Dramatics	6.0
11 th Grade Advisor	3.0
12 th Grade Advisor	4.0
French Club	2.0
Future Teachers	2.0
Video Club	4.0
German Club	2.0
Latin Club	2.0
"Magician"	6.5
Math Club	2.0
National Honor Society	2.0
Pep Club	2.0
Science Club	2.0
Ski Club	2.0
Spanish Club	2.0
Student Council	10.0
Writers Club	2.0
Artistic Director – Fall Drama	5.0
Artistic Director – Spring Musical	5.0
Business Ed Activities Coordinator (3 @ 1.2)	3.6
Cosmetology Club	1.2
Graphic Arts	1.2
Machine Trades Club	1.2
Majettes	3.0
Majorettes	3.0
Musical Production	8.0
S.A.V.E.	2.0
Scoreboard Coordinator	6.0
Theater Manager	10.0
DECA/School Store	5.0
Website Coordinator	10.0

B. Compensation Schedule for Middle School Additional Duty

Position:	Percentage of BA-0 Base Salary:
Yearbook	4.0
Spelling Bee	1.0
Choir	1.5
Student Council	5.0
PANDA	1.5
Spanish Club	1.0
Art Club	1.0
Drama Club	2.0
Science Club	1.0
Computer Club	1.0
Outdoor Education	4.0
Power of the Pen	1.0
Honor Society	2.0
Right to Read	0.5
Public Relations	1.5
Mentorship / PPG	1.0
DECA/School Store	1.0
Veterans Recognition Club	0.5
A-V Coordinator	2.0
Technology Coordinator	6.0
Project Understand	1.0

C. Compensation Schedule for Athletic Assignments - Fall Sports

Position:	Percentage of BA-0 Base Salary:
<i>Football</i>	23.0 – 33.0*
Head Coach	16.0
First Assistant	14.0
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	10.0
MS Assistant	8.0
Conditioning	10.0
Summer Camp	6.0

Position:	Percentage of BA-0 Base Salary:
<i>Cross Country</i>	
Head Coach Boys	7.0-12.0
Head Coach Girls	7.0-12.0
BHS Assistant	4.0
MS Assistant	4.0
<i>Tennis – Girls</i>	
Head Coach	7.0-12.0
Assistant	4.0
<i>Volleyball</i>	
Head Coach	12.0-17.0
BHS Assistant	8.0
BHS Assistant	8.0
BHS Assistant	8.0
MS Assistant	8.0
MS Assistant	8.0
MS Assistant	8.0
MS Assistant	8.0
<i>Soccer</i>	
Head Coach (Boys and Girls)	12.0-17.0
BHS Assistant	8.0
BHS Assistant	8.0
MS Assistant	8.0
<i>Golf</i>	
Head Coach	7.0-12.0
BHS Assistant	4.0

Compensation Schedule for Athletic Assignments - Winter Sports

Position:	Percentage of BA-0 Base Salary:
<i>Basketball - Boys</i>	
Head Coach	22.0-32.0*
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	10.0
MS Assistant	8.0
Open Gym	10.0
Open Gym	6.0
<i>Basketball - Girls</i>	
Head Coach	22.0-32.0*
BHS Assistant	14.0
BHS Assistant	14.0
BHS Assistant	10.0
MS Assistant	8.0
Open Gym	10.0
Open Gym	6.0
<i>Wrestling</i>	
Head Coach	17.0-25.0*
BHS Assistant	12.0
MS Assistant	8.0
<i>Swimming</i>	
Head Coach	12.0-17.0
BHS Assistant	7.0

*Placed by the Superintendent with the approval of the Board.

Compensation Schedule for Athletic Assignments - Spring Sports

Position:	Percentage of BA-0 Base Salary:
<i>Softball</i>	
Head Coach	12.0-17.0
BHS Assistant	7.0
BHS Assistant	7.0
<i>Baseball</i>	
Head Coach	12.0-17.0
BHS Assistant	7.0
BHS Assistant	7.0
<i>Track - Boys</i>	
Head Coach	12.0-17.0
BHS Assistant	7.0
MS Assistant	4.0
MS Assistant	4.0
<i>Track - Girls</i>	
Head Coach	12.0-17.0
BHS Assistant	7.0
MS Assistant	4.0
MS Assistant	4.0
<i>Tennis - Boys</i>	
Head Coach	7.0-12.0
Assistant	4.0

Compensation Schedule for Athletic Assignments - General

Position:	Percentage of BA-0 Base Salary:
<i>Athletic Department</i>	
Weight Room Supervisor	12.0-18.0*
BHS Faculty Manager	18.0-26.0*
MS Faculty Manager	12.0
Athletic Trainer	18.0-26.0*
BHS Intramurals	5.0
MS Intramurals	4.0
5/6 Intramurals	3.0
Elementary Athletic Coordinator	5.0
Middle School Athletic Coordinator	8.0
High School Assistant Athletic Director	30.0
<i>Cheerleaders</i>	
Head Coach	14.0-19.0*
MS Assistant	10.0
MS Assistant	5.0
BHS Assistant	10.0
MS Assistant	8.0
MS Assistant	8.0

*Placed by the Superintendent with the approval of the Board.

D. The Board and Association agree that the Board shall have the right to establish all rates for supplemental positions created during the term of an agreement. The Board agrees that said rate(s) shall be the subject of future negotiations and that any increase in the index rate shall be applied retroactively to affected positions based upon the BA-0 base salary in effect at that time.

E. Length of Season Defined

The length of the season each teacher serves under a supplemental contract shall be established with the start of the season corresponding with the Ohio High School Athletic Association (OHSAA) official start of the season and if the OHSAA does not designate a specific end of season date, ending one (1) week after the last scheduled contest, including tournaments if applicable. For purposes of calculating per diem rate, each week of the season shall be deemed to consist of six (6) workdays.

SCHEDULE OF EMPLOYEE BENEFITS

A. Health Insurance

The limits of benefits shown in this schedule are applicable to each insured dependent in accordance with his/her classification. The maximum benefit applicable to each coverage under a classification is the amount listed opposite the benefit. Insurance is provided only for those benefits for which a maximum benefit is stipulated.

	Network	Non-Network
Hospital Services	80% after deductible	70% after deductible
Physician Services: Office Visits Surgery in Office Surgery in Hospital	100% after co-pay 80% after deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible
All Other Eligible Services	80% after deductible	70% after deductible
Plan Deductible (Annual) Per Person Per Family	\$250 \$500	\$400 \$800
Out-of-Pocket Maximum (Includes Deductibles) Single Family (2 person) Family (other)	\$750 \$1,500 \$2,250	\$1,500 \$3,000 \$4,500
Office Visit Co-Pay*	\$15.00	70% after deductible
Emergency Room Co-Pay*	\$50.00***	\$50.00***
Urgent Care Co-Pay*	\$25.00	\$25.00
Lifetime Aggregate Maximum	\$2,000,000	\$2,000,000

*Co-pays shall not accumulate toward the out-of-pocket maximum.

**In-network and out-of-network deductibles and out-of-pocket expenses accumulate toward each other.

***Waived if admitted.

Vision coverage shall remain the same as currently in effect.

B. Dental Insurance

Covered Expense	Individual Deductible (Per Calendar Year)	Family Deductible (Per Calendar Year)	Network Non-Network	
			Co-Insurance Amount	
CLASS I (Preventative and Diagnostic)	None	None	100%	100%
CLASS II (Basic Restorative)	\$25	\$50	80%	80%
CLASS III (Major Restorative)	\$25	\$50	60%	60%
CLASS IV (Orthodontia)	none	none	50%	50%

CALENDAR YEAR MAXIMUM (for all CLASS I, II, and III Expenses):

\$2,500.00 per person.

ORTHODONTIA LIFETIME MAXIMUM (for all Class IV Expenses):

\$1,500.00 per eligible Dependent Child, to age 19.

BARBERTON CITY SCHOOL DISTRICT
JUSTIFICATION FOLLOWING THE USE OF SICK LEAVE

Employee's Name _____

Position _____

School or Office _____

Number of Days Absent _____

As required by §3319.141 of the Ohio Revised Code, I hereby certify that the use of Sick Leave for _____ days, from _____ through _____, was necessary under the following circumstances:

(CHECK ONE)

____ I was ill.

____ I was injured.

____ A member of my immediate family was ill or injured.

____ A member of my immediate family or I had a scheduled doctor's appointment.

Name _____ Relationship _____
(member of immediate family)

who is (check one)

____ a resident in my home

____ not a resident in my home

____ Death occurred in my immediate family to the member listed below:

Name _____ Relationship _____
(member of immediate family)

(CHECK ONE)

____ I did not obtain medical attention.

____ I obtained medical attention.

Name of Physician/Doctor _____
Address of Physician/Doctor _____
Date(s) Consulted _____

I understand that falsification of this statement is grounds for termination of employment under §§3319.081 and 3319.16, Ohio Revised Code.

Date

Signature of Employee

(File this statement promptly after each absence with the person responsible for your Payroll Report.)

BARBERTON CITY SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM

Teacher's Name: _____ Contract Status: Limited
 Continuing

School: _____ Subject: _____ Evaluator: _____

Date of Observation: _____ Time Observed: _____

CODE:
D - Distinguished A - Accomplished P - Proficient
U - Unsatisfactory N/O - Not Observed N/A - Not Applicable

I. TEACHING PERFORMANCE		D	A	P	U	N/O	N/A
1.	Displays knowledge of subject matter.						
2.	Uses state standards and curriculum maps to set instructional goals.	YES:	<input type="checkbox"/>	NO:	<input type="checkbox"/>	N/A:	<input type="checkbox"/>
3.	Instruction shows prior planning and preparation.						
4.	Explains lessons and objectives.						
5.	Uses a variety of instructional materials and procedures that are varied and appropriate to engage student learning.						
6.	Implements differentiated activities for individuals and groups.						
7.	Provides for student involvement in the learning situation.						
8.	Displays evidence of ongoing assessment (i.e. formative/summative)						

Comments:

II. MANAGEMENT & ORGANIZATION		D	A	P	U	N/O	N/A
1.	Discipline: Follows policies established by Barberton Board of Education.	YES:	<input type="checkbox"/>	NO:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Establishes effective classroom routine with allowance for flexibility in daily schedule.	<input type="checkbox"/>					
3.	Creates educational environment that motivates learning taking into consideration the physical plant and students' emotional well being.	<input type="checkbox"/>					
4.	Organizes and manages classroom materials effectively to support instruction.	<input type="checkbox"/>					
5.	Relationships with students are characterized by fairness, consistency and mutual respect.	<input type="checkbox"/>					
Comments:							

III. PROFESSIONAL WORK		D	A	P	U	N/O	N/A
1.	Adheres to established school/district procedures and state policies.	YES:	<input type="checkbox"/>	NO:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Exhibits and exercises professional relationships with all members of the school community.	<input type="checkbox"/>					
3.	Displays positive attitude toward teaching and responsibilities.	<input type="checkbox"/>					
4.	Exercises patience; demonstrates interest, understanding, tolerance and fairness with school community.	<input type="checkbox"/>					
5.	Reflects on observed lesson.	<input type="checkbox"/>					
6.	Shows evidence of professional growth and development.	<input type="checkbox"/>					
Comments:							

IV. PUPIL-COMMUNITY RELATIONSHIPS		D	A	P	U	N/O	N/A
1.	Uses various communication techniques with families and school community such as phone calls, newsletters and parent conferences.						
2.	Appropriate use of electronic grading tools, if applicable						
3.	Maintains accurate records such as IEP records, IAT referrals, student data cards, etc.						
Comments:							

Conference Held:	
Date Held:	
Time In:	
Time Out:	

GENERAL COMMENTS AND RECOMMENDATIONS RELATED TO ABOVE:

COMMENTS BY TEACHER:

Signature of Teacher

Date

Signature of Evaluator

Date

NOTE: The signature of the evaluated teacher only signifies receipt of this report and not acceptance of, or agreement with, the conclusion or recommendation contained herein.

(Use additional pages as needed.)

	Teaching Performance			
	Distinguished	Accomplished	Proficient	Unsatisfactory
1. Displays knowledge of subject matter	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites/misconceptions when describing instruction or seeking causes for student misunderstanding. Teacher uses this knowledge to provide leadership and impact change.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's content and pedagogical knowledge represents developing understanding but does not extend connections with other disciplines or to possible student misconceptions.	Teacher displays little understanding of the subject or structure of the discipline, or of content related pedagogy.
2. Uses state standards and curriculum maps to set instructional goals.	Yes/ No/NA			
3. Instruction shows prior planning and preparation	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure. Teacher demonstrates thorough knowledge of students' backgrounds, skills, interests, using this knowledge to plan for individual student learning.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning and the lesson or unit has a clearly defined structure. Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, using this knowledge to plan for groups of students.	Some elements of the instructional design support the stated instructional goals and engage students in meaningful learning while others do not. Teacher's lesson or unit has a recognizable structure. Teacher demonstrates some knowledge of students' backgrounds, skills, and interests: using this knowledge in planning for the class as a whole.	The various elements of the instructional design do not support the stated instructional goals of engaging students in meaningful learning, and the lesson or unit has no defined structure. Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests and does not use such information in planning.
4. Explains lessons and objectives	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Presentation of content is appropriate and links well with students' knowledge and experience. Students contribute to presentation of content. Goal is clear, and students can articulate the goal.	Teacher communicates clearly and accurately to students, both orally and in writing. Communication contains an appropriate level of detail. Goal is clearly stated and reflected in the lesson.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. The apparent, but not stated, goal reflects content standard.	Teacher's oral and written communication contains errors, is inappropriate to students. The goal is not clear or is not related to a content standard.
5. Engaging students in learning	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content and suitable structure and pacing of the lesson.	Students are somewhat intellectually engaged as a result of activities or materials of uneven quality, inconsistent representations of content, or unevenly structure or pacing.	Few students are intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representation or content, or lack of lesson structure.

	Teaching Performance			
	Distinguished	Accomplished	Proficient	Unsatisfactory
6. Implements differentiated activities for individuals and groups	Independent, group work, or whole class instruction is organized and managed so that students are productively engaged and learning is maximized for all students regardless of ability. Teacher creates an environment where students initiate purposeful learning groups and take responsibility for the group's productivity. Teacher models and assists other teachers in implementing a variety of learning situations in their classrooms.	Independent, group work, or whole class instruction is organized and managed so that students are productively engaged and learning is maximized for all students regardless of ability. Teacher creates an environment where students initiate purposeful learning groups.	Teacher uses flexible learning situations, such as independent work, group work, or whole class instruction. The learning situations are generally organized and managed so that most students are engaged most of the time.	All or most students are not productively engaged in learning. The teacher does not exhibit the skill to organize meaningful instructional groups.
7. Provides for student involvement in the learning situation	Teacher empowers students to assume much of the responsibility for establishing a culture for learning in the classroom by being committed to their work, initiating improvements to their products, and holding the work to the highest standard. Teacher encourages students to formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.	Teacher's use of questioning and discussion techniques consistently reflects high-level questions, true discussion, and participation by most students. Both teacher and students hold high expectations for student achievement, and student commitment to work.	Teacher's use of questioning and discussion techniques reflects an attempt at some high-level questions, true discussion, and evokes moderate student participation. The classroom environment reflects learning with modest expectations for student achievement.	The classroom environment reflects minimal student involvement, with only modest or inconsistent expectations for student achievement. The teacher makes inadequate use of questioning or discussion techniques.
8. Displays evidence of ongoing assessment (i.e. formative /summative)	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria/ standards that are for students but also show evidence of student participation in their development. Exemplars are shared with students on an on-going basis. Students monitor their own progress in achieving the goals. Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.	Teacher's plan for student assessment is aligned with the instructional, goals with clear assessment criteria and standards for students. Teacher uses assessment to plan for groups of students or individuals. Teacher consistently and successfully provides feedback to students that is accurate, substantive, constructive, specific, and timely.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear for students. Teacher uses the assessment to plan for future instruction for the class as a whole. Teacher attempts to provide feedback to students that is accurate and timely.	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction. Teacher's feedback to students is not evident of poor quality, and is not given in a timely manner.

		Management and Organization		
	Distinguished	Accomplished	Proficient	Unsatisfactory
1. Discipline: Follows policies established by Barberton Board of Education	Yes/No			
2. Establishes effective classroom routine with allowance for flexibility in daily schedule	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. Teacher employs an extensive repertoire of instructional strategies and solicits additional resources.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. Teacher employs an expanded repertoire of instructional strategies.	Teacher demonstrates some flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students. Teacher employs a limited repertoire on instructional strategies.	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions. Teacher assumes no responsibility for students' failure to understand.
3. Creates educational environment that motivates learning taking into consideration the physical plant and student well-being	Teacher demonstrates a genuine caring and respect for individual students. Students exhibit respect for the teacher as an individual beyond that role. Teacher has in place standards of conduct for all students that provide a framework for emotional safety within the classroom. Teacher takes the initiative to make decisions and adjustments that further enhance positive academic and social behaviors. Standards of conduct are clear to all students and have been developed with student participation. Monitoring by the teacher is subtle, and preventive. There is evidence of students monitoring their own behaviors and that of their peers.	Teacher models expectations and behaviors that create a positive school and district climate of openness, respect and caring. Teacher creates an environment that is conducive to learning. Teacher seeks out and is receptive to the thoughts and opinions of all students. Standards of conduct are clear to all students and appear to have been developed with student participation. Monitoring by teacher is subtle and preventive. There is occasional evidence of students monitoring their own behaviors, and that of their peers.	Teacher-student interactions are generally friendly and demonstrate warmth, caring and respect. Students demonstrate respect for the teacher. Generally, the teacher is monitoring the class to enhance students' emotional well being. Standards of conduct have been established, and most students seem to understand them. Student behavior is generally appropriate. The teacher's response to misbehavior is appropriate.	Teacher interaction with some students is either sarcastic, negative, demeaning or inappropriate to the age or background of students. Teacher does not exhibit skills to properly interact with students appropriately. Students show disrespect to the teacher. There are no obvious standards of conduct to provide a safe emotional environment or if there are standards, they are ignored. Either no standards of conduct have been established, or students are confused as to what the standards of conduct are. Teacher is unaware of student behavior, either positive or negative.
4. Organizes and manages classroom materials effectively to support instruction	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.	Classroom routines and procedures have been established and function smoothly.	Classroom routine and procedures have been established but function unevenly or inconsistently, with some loss of instructional time.	Classroom routines and procedures are either nonexistent or inefficient, resulting in significant loss of instructional time.

		Management and Organization		
	Distinguished	Accomplished	Proficient	Unsatisfactory
5. Relationships with students are characterized by fairness, consistency and mutual respect	Teacher empowers students to be respectful of one another and models this behavior. Students appear to be enhancing each other's emotional or physical well being without obvious teacher prompting. There is evidence of student initiated interactions to positively affect the learning environment.	Student and teacher interactions are consistently positive. The teacher has a mature sense to positively support students as they interact with the school community.	Teacher exhibits the basic skills to engage the students to be respectful of one another. Evidence may exist that show lapses in appropriate interactions with school community.	Interactions between students are characterized by conflict, sarcasm, or put downs. Teacher does not exhibit the skill to effectively engage the students to be respectful with the school community. The teacher may blame the students for their lack of compassion toward one another.

		Professional Work		
	Distinguished	Accomplished	Proficient	Unsatisfactory
1. Adheres to established school and district procedures and state policies	Yes/No			
2. Exhibits and exercises professional relationships with all members of the school community	Teacher highly supports and cooperates with colleagues. Teacher consults with and learns from colleagues in planning and implementing instruction. Teacher works in a highly proactive manner with other staff members to serve all students. Teacher frequently volunteers to participate in school events or in school and district projects, substantially contributing to the betterment of the students, school, district and community.	Teacher supports and cooperates with colleagues. Teacher establishes productive relationships with members of the school community and consults with and learns from others. Teacher advocates for and initiates increased opportunities for teamwork to support school goals and promote student achievement. Teacher actively and frequently participates in school and district activities.	Teacher generally supports and cooperates with colleagues. Teacher works with other staff members to work with students to ensure that they have a fair opportunity to succeed. Teacher participates in school or district activities when specifically asked.	Teacher has limited interactions with colleagues. Teacher does not work collaboratively with other staff members to help students. Teacher is not alert to student needs. Teacher's actions result in some students being ill served. Teacher avoids becoming involved on school or district events.
3. Displays positive attitude toward teaching and responsibilities	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. Teacher assumes additional personal responsibility when asked.	Teacher makes genuine/successful efforts to ensure that all students are well served by school.	Teacher's attempts to serve students based on the best information are genuine but inconsistent. Teacher adheres to District expectations and guidelines.	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students. Teacher fails to adhere to District expectations and guidelines.
4. Exercises patience; demonstrates interest, understanding, tolerance and fairness with school community	School community interactions are highly respectful, reflecting genuine worth and caring toward individuals. Teacher is recognized by others for their understanding, fairness, and tolerance within the school community.	School community interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among others.	School community interactions are appropriate and free from conflict.	School community interactions are generally negative or inappropriate and characterized by sarcasm, put-downs or conflict.
5. Reflects on observed lesson	Teacher makes a thoughtful and accurate assessment of the lesson's effectiveness and the extent to which it achieved its goals. Teacher uses data analysis to monitor progress and learning. Teacher can cite many specific examples from the lesson and the relative strengths of each. Teacher can draw on an extensive repertoire of skills, offering specific alternative actions to modify and differentiate instruction. Teacher can determine the probable successes of these different approaches. Teacher involves learners in self-assessment and goal-setting to address gaps between performance and potential.	Teacher makes an accurate assessment of the lesson's effectiveness and extent to which it achieved its goals. Teacher can cite specific examples to support the judgment. Teacher makes many suggestions how to differentiate and modify instruction.	Teacher makes a fairly accurate assessment of the lesson's effectiveness and the extent to which it achieved its goals. Teacher can cite examples to support the judgment. Teacher may make suggestions how to differentiate and modify instruction.	Teacher does not know if the lesson was effective or if it achieved its goals. Teacher misjudges the success of a lesson. Teacher has no suggestions for how the lesson may be improved in the future.

		Professional Work		
	Distinguished	Accomplished	Proficient	Unsatisfactory
6. Shows evidence of professional growth and development	Teacher seeks out opportunities for professional development and makes a systemic attempt to conduct action research in his classroom. Teacher uses professional literature, professional dialogue, collaboration with colleagues and other resources to support his development as a teacher and a leader. Teacher initiates important activities to contribute to the profession. Teacher takes leadership roles in department, school, district, state and professional organizations. Teacher serves as an advocate for the local school system and communicates the value of its work within the community.	Teacher participates in activities for professional development to enhance knowledge of content and pedagogy. Teacher analyzes his/her content knowledge and instructional strengths and weaknesses, and presents and implements targeted ideas for professional growth. Teacher makes an effort to share knowledge in a small group setting.	Teacher participates in relevant professional development activities and works to incorporate what he or she learns into his or her instruction.	Teacher engages in only required professional development activities to enhance knowledge and skill. Teacher makes no effort to share knowledge with others to assume professional responsibilities and makes no attempt to reflect on the learning.
Pupil-Community Relationships				
1. Uses various communication techniques with families and school community such as phone calls, newsletters and parent conferences	Teacher provides frequent information about the instructional program to parents. Students participate in material preparation for their families. Teacher provides information to parents frequently on both positive and negative aspects of student progress. Teacher responds to parent concerns professionally, with great sensitivity, and in a timely manner. Teacher maintains appropriate confidentiality in all communication with parents and caregivers.	Teacher provides information about the instructional program to parents. Teacher provides information to parents on both the positive and negative aspects of student progress. Teacher responds to parent concerns professionally. Teacher maintains appropriate confidentiality in communication with parents and caregivers.	Teacher participates in the school's activities for parent communication. Teacher adheres to the school's required procedures for parent communication. Teacher is available to respond to parent concerns.	Teacher provides little information about the instructional program to families. Teacher does not respond to parents or responds insensitively to concerns.
2. Appropriate use of electronic grading tools, if applicable	Teacher's system on student progress in learning is fully effective and on assignment completion is fully effective. Students may contribute to the maintenance of information on self- completion of assignments, student progress, or non-instructional activities.	Teacher's system for maintaining information on assignment completion and student progress in learning is often effective.	Teacher's system for maintaining information on assignment completion and student progress in learning is sufficient.	Teacher has no system for maintaining information on assignment completion, or the system is in disarray. Teacher lacks a thorough system for maintaining information on student progress in learning or the system is in disarray.
3. Maintains accurate records such as IEPs. IAT referrals, student data cards, etc	Teacher's system for maintaining accurate instructional and/or non-instructional records is efficient; the teacher can readily access said records, and utilizes these records when needed.	Teacher's system for maintaining accurate instructional and/or non-instructional records is efficient, and teacher can readily access said records.	Teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient.	Teacher has no system, or an inadequate system, for maintaining accurate instructional and/or non-instructional records, resulting in errors and confusion.

**BARBERTON CITY SCHOOL DISTRICT
CERTIFIED EMPLOYEE GRIEVANCE FORM**

PART A -- COMPLAINT BY THE AGGRIEVED:

Date of Informal Meeting

Date of Formal Presentation

Aggrieved Person

Home Address of Aggrieved Person

Phone Number of Aggrieved Person

School _____ Subject Area or Grade

Signature of Association Representative

PART B -- STATEMENT OF GRIEVANCE:

PART C -- RELIEF REQUESTED:

Signature of Aggrieved

Date

PART D -- DECISION ON GRIEVANCE:

(To be completed by Principal, Administrator, or Board of Education, at the appropriate step of the grievance procedure.)

Aggrieved Person _____	Date of Formal Grievance Presentation
School _____	Principal, Administrator, Board Member or PR&R Committee

DECISION:

Date of Decision: _____
Signature of Person Rendering Decision

AGGRIEVED PERSON'S RESPONSE:

____ I accept the above decision.
____ I do not accept the above decision, and hereby request that the grievance be carried to the next step in the procedure.

(Reason for non-acceptance)

Date of Response Signature of Aggrieved

(Additional pages may be used as needed.)

BARBERTON CITY SCHOOL DISTRICT
APPLICATION FOR PERSONAL LEAVE

Name _____ Date _____

School _____ Job Classification _____

I wish to apply for one-half (½) day or one (1) day (circle one) Personal Business Leave on

Month Day Year

It is the individual's responsibility to be aware of and conform with the Board of Education's policy as it applies to personal business leave. Submit a separate form for each personal day requested.

Applicant's Signature

Date

Approving Authority

Date

For Central Office Use Only
Substitute Required

WAIVER AGREEMENT: JOB SHARING

Between the Barberton City Schools and _____.

It is agreed that the above teacher may share the assignment normally scheduled for a single teacher.

The following conditions are understood and agreed to between the teacher and the Barberton Education Association:

- A. Teachers who wish to share a full-time position shall submit a written plan for such arrangement to the Superintendent and Building Principal no later than March 1 of the school year preceding the proposed position share.
- B. The written plan shall include a proposed teaching schedule, including all building responsibilities. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable.
- C. Members of a Job Sharing Team shall not be assigned duties or responsibilities in excess of one regular full-time position. Both members of the Job Sharing Team shall attend In-Service Day(s) and system-scheduled Parent Conferences. One (1) member of the Job Sharing Team will attend staff meetings, and that member shall inform the other member of the Job Sharing team of the meeting content.
- D. Teachers assigned to job sharing positions shall be scheduled to work one-half (1/2) day each day of the school year. Compensation shall be at one-half (1/2) the level which the teacher would receive under a full-time contract, and movement on the salary schedule shall be no movement for year one (1), and one (1) step after year two (2).
- E. Each member of the Job Sharing Team shall be responsible for payment of 50% of the Board's cost of the insurance premium, if he/she elects coverage.
- F. Each member of the Job Sharing Team shall accrue one (1) year of seniority for each year of job sharing.
- G. Job sharing may be in effect for one (1) school year, if approved by the Superintendent. Applications for renewal for subsequent school years must be submitted in writing by March 1 and are subject to approval by the Superintendent. In the first year of the job sharing experience, the Board shall treat the vacancy created by the job sharing as a leave of absence.

- H. If after the first year the members of the Job Sharing Team do not reapply, or the team is not approved for a subsequent year, then the team members shall be reinstated to full-time positions for the following school year. In subsequent years, if the members of the Job Sharing Team do not reapply, or the team is not approved for a subsequent year, then the team members shall be reinstated to a full-time position for the following school year if a position is available. If no position is available, the teacher of the Job Sharing Team with the least seniority shall be placed on the recall list until recalled for a vacancy. The Board shall reinstate all eligible Job Sharing teachers to full-time status before hiring personnel from outside the school district to fill a position for which the eligible Job Sharing teacher is certified/licensed.

- I. During any school year, there shall never be more than three (3) Job Sharing Teams district-wide.

Superintendent

Date

Teacher

Date

Teacher

Date

BEA President

Date

Appendix M

RACE TO THE TOP MEMORANDUM OF UNDERSTANDING

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OHIO EDUCATION ASSOCIATION

STATE EMPLOYMENT
RELATIONS BOARD

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

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

2012 JUN -8 P 1:21

June 7, 2012

via U.S. mail

Attention: Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Dear Sir or Madam:

Enclosed please find the successor contract (effective June 29, 2011 through June 28, 2014) between the Barberton Education Association and the Barberton City School District Board of Education.

Sincerely,

Mark J. Costantino
OEA Labor Consultant

Enclosure (1)

MJC:lm

