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AGREEMENT

Between the

BOARD OF EDUCATION
BRUNSWICK CITY SCHOOL DISTRICT

and the

BRUNSWICK EDUCATION ASSOCIATION

January 1, 2012 - December 31, 2013

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PREAMBLE

This Master Agreement, made and entered into by and between the Board of Education of the Brunswick City School District (hereinafter referred to as the "Board") and the Brunswick Education Association/ NEOEA/OEA/NEA (hereinafter referred to as the "Association") sets forth all agreements of the parties, constitutes a binding agreement between the parties and supersedes all prior written and oral understandings.

ARTICLE 1. RECOGNITION

1.01 TERM OF RECOGNITION

1.011 Recognition Defined

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit defined below. This recognition shall be for the purpose of bargaining about salaries, fringe benefits, and conditions of employment.

1.012 Bargaining Unit Defined

The bargaining unit represented by the Association shall consist of all classroom teachers, school psychologists, guidance counselors, reading specialists, speech & hearing therapists, occupational and physical therapists, intervention specialists, school nurse and media specialists (librarians) employed by the Board on a full-time or regular part-time [anyone employed at fifty percent (50%) of a comparable full-time teacher's pay] basis.

1.013 Bargaining Unit Member Defined

A bargaining unit member shall be someone employed in a position as described in Subsection 1.012, above, and shall not have the authority and/or responsibility to hire, transfer, assign, promote, take disciplinary action against or evaluate (unless identified as a PAR consultant) a bargaining unit member**,** nor shall he/she be required to make a recommendation on the above.

1.02 CHANGE IN RECOGNITION

Change in recognition shall be in accordance with the provisions of Ohio Revised Code Chapter 4117**.**

ARTICLE 2. BOARD RIGHTS AND RESPONSIBILITIES

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and of the United States limited only by the specific and express terms of this Agreement.

ARTICLE 3. NEGOTIATIONS PROCEDURE

3.01 GOOD FAITH BARGAINING

3.011 Fair and Open Dealings

The representatives of the Board and the Association are obligated to deal openly and fairly with each other on all matters and to conduct such bargaining in good faith.

3.012 Consideration of Issues

The representatives of the Board and the Association shall consider all issues of bargaining submitted in the bargaining process and shall refrain from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement. This does not, however, compel either party to agree to a proposal or require the making of a concession.

3.013 Written Proposals

All proposals and counterproposals shall be submitted in writing.

3.02 TIMETABLE FOR NEGOTIATIONS

3.021 Opening Negotiations

A letter written to open negotiations may be delivered by either party between October 1 and October 15 or when the parties mutually agree in the calendar year in which this Agreement expires. The letter from the Association shall be addressed to the Superintendent. The letter from the Board shall be addressed to the Association President.

3.022 Initial Meeting

A. A meeting date shall be set no later than fifteen (15) days after receipt of such letter, unless the representatives of the Board and the Association agree to a later date.

B. At this initial meeting, all proposals will be presented in writing. A listing of items is not acceptable for purposes of this Section. No new proposals may be added after the initial meeting without the mutual consent of the parties.

C. Any item contained in the current Agreement not submitted for negotiation at the initial meeting shall become a part of the successor Master Agreement.

3.023 Mediation

If agreement is not reached within thirty (30) days after the initial meeting provided for in Subsection 3.022, above, either party may request that the Federal Mediation and Conciliation Service provide a mediator to assist the parties.

3.03 NEGOTIATION MEETINGS

3.031 Time of Meetings

The negotiating teams shall meet at reasonable times for the purpose of effecting a free and open exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on issues of bargaining submitted for negotiations.

3.032 Frequency of Meetings

Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.

3.033 Attendance at Meetings

The Board and the Association shall each be represented at all negotiating meetings by a team of negotiators, not to exceed six (6) in number. While no final agreement shall be executed without ratification by the members of the Association and the Board, the parties mutually pledge that their negotiating representatives shall be granted all necessary power to make and consider proposals in the course of negotiations. Each team may have observers present at any negotiation session by mutual agreement.

3.034 Caucuses During Meetings

Upon the request of the representatives of either party, the negotiating meeting shall be recessed to permit the requesting party to caucus.

3.04 EXCHANGE OF INFORMATION

Upon request, the parties will exchange information pertinent to issues under negotiation, where such information is normally maintained.

3.05 PROGRESS REPORTS

3.051 Reports To Constituents

Interim reports or progress reports may be made to Association members by its representatives and to the Board and Administration by the Superintendent.

3.052 Reports To Public and/or News Media

Periodic progress reports may be issued during negotiations to the public and/or news media provided that any such release shall have the prior approval of both parties.

3.06 AGREEMENT

3.061 Tentative Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by a representative of each party, but such initialing shall not be construed as final agreement. Either party may revise an initialed agreement until all items have been agreed to by the representative negotiating teams.

3.062 Final Tentative Agreement

A. When final tentative agreement is reached on a new Master Agreement, it shall be reduced to writing.

B. The Association shall consider ratification of the new Master Agreement prior to any Board action.

C. Upon ratification by the Association membership, the new Master Agreement shall be submitted to the Board for its consideration and action.

D. The Board shall act within ten (10) calendar days of the Association's ratification vote, unless an extension is mutually agreed upon.

E. When ratified by both parties, the Master Agreement shall be signed by the designed representatives of each party and shall become a part of the official Board minutes.

3.07 EXCLUSIVITY OF PROCEDURE

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits/procedure set forth in Ohio Revised Code Section 4117.14. Mediation, as set forth in Subsection 3.023, above, constitutes the parties mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of the procedures in Ohio Revised Code Chapter 4117. In the event mediation does not result in an agreement by the expiration date of this Contract, Ohio Revised Code Section 4117.14(D) (2) will apply.

3.08 ELEMENTARY AND SECONDARY EDUCATION ACT

Notwithstanding any other provisions of this agreement, the parties agree to reopen the contract at the request of either the Board of Education or the Association to bargain the effects of the amended Elementary and Secondary Education Act, and related state law. The procedure set forth in Article II will govern these midterm negotiations.

ARTICLE 4. GRIEVANCE PROCEDURE

4.01 DEFINITION OF TERMS

4.011 A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application and shall be subject to the procedures set forth herein.

4.012 A "grievant" shall mean the person(s) making the claim.

4.02 PURPOSE

4.021 Resolution At Lowest Level

The purpose of this procedure is to secure at the lowest possible administrative level equitable solution(s) to a grievance(s).

4.022 Bypassing Immediate Supervisor

If a grievant is informed at Level I or Level II that the grievance is beyond the authority of the Immediate Supervisor to resolve, the grievant may proceed immediately to Level III.

4.03 RIGHTS OF INDIVIDUAL

4.031 Representation

A grievant may, at his/her option, have an Association representative present at all levels of the grievance procedure.

4.032 Confidentiality

A. The fact that a bargaining unit member files a grievance shall not be used in any written recommendation from the Personnel Office.

B. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of an individual participating in the grievance.

C. The Board and the Association agree that the proceedings at each level of the procedure will be kept as informal and confidential as may be appropriate.

4.04 RIGHTS OF ASSOCIATION

4.041 Notice of Hearings

A. The Association President shall be provided a copy of any written grievance prior to its disposition.

B. The Association President shall receive prior notice of each hearing held to resolve a grievance.

4.042 Notice of Decisions

A. Decisions rendered at each level of the grievance procedure after Level I will be in writing, on Appendix A, setting forth the decision and reason(s) therefore, and will be transmitted to the Association President, UniServ Consultant, and grievant within the time limits specified.

B. The resolution of a grievance where the Association does not represent the grievant shall not have any precedential value in other grievances.

4.043 Association Grievances

A grievance affecting the rights of the Association may be filed by the Association.

4.044 Consolidated Grievances

Where different grievants have filed separate grievances involving the same factual circum-stances, such grievances shall be consolidated, at the request of the grievants, the Association, or the Board. The consolidated grievances may then be processed by the Association as a single grievance on behalf of said members.

4.05 TIME LIMITS

4.051 Maximum Limits

The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties. **"**Days**"** shall be defined as school days.

4.052 Date of Filing Grievance

If a written request to discuss a possible grievance is not filed within twenty-five (25) days after the occurrence of the act or condition giving rise to the grievance, the grievance shall be considered waived.

4.053 Tolling of Days

If the administrator with whom the grievance is raised cannot identify the member's Immediate Supervisor, the time period for filing a written grievance will be tolled from the date the grievance is first raised until the Immediate Supervisor is identified.

4.054 Failure To Appeal

The failure to appeal a decision at any step of the procedure within the time limits specified shall cause the grievance to be deemed resolved on the basis of the disposition at that step.

4.055 Failure of Administrator To Respond

The failure of an administrator to respond at any step of the procedure within the time limits specified shall permit the grievant to proceed to the next step of the procedure.

4.06 HEARINGS

In the event a hearing related to a grievance is held during the normal working hours of bargaining unit members, the grievant, one (1) Association representative, and all bargaining unit members who are subpoenaed as witnesses shall be granted release time without loss of pay or benefits.

4.07 GRIEVANCE PROCEDURE

4.071 Level I: Initial Discussion

A bargaining unit member with a grievance shall first discuss it with his/her Immediate Supervisor with the objective of resolving the matter. Level I discussion must be held within the twenty-five (25) day time limit specified in Subsection 4.052, above.

4.072 Level II: Supervisor

If the grievant is not satisfied with the result of Level I, he/she may file a written grievance, on the form attached hereto as Appendix A, with his/her Immediate Supervisor within seven (7) days following the meeting provided for in Subsection 4.071, above. Within seven (7) days after receipt of the written grievance, the Immediate Supervisor will meet with the grievant and will render a written decision within five (5) days after such meeting.

4.073 Level III: Superintendent

Within ten (10) days after the Level II meeting, the grievant may file a written appeal with the Superintendent. Within seven (7) days after receipt of a grievant's appeal, the Superintendent will meet with the grievant and will render a written decision within seven (7) days after such meeting.

4.074 Level IV: Arbitration

A. Within fourteen (14) days after the Level III meeting, the Association may file a demand for arbitration with the Superintendent.

B. The Arbitrator will be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA).

C. The arbitration step of the grievance procedure shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA.

D. The Association shall initially pay the full amount of the AAA's initial fee. The total cost of the arbitration (which shall include the fees and expenses of the arbitrator and of the AAA, including the amount of the initial fee) shall be shared. The losing

party shall pay two-thirds (2/3) of the cost, the winning party shall pay one-third (1/3) of the cost.

E. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of the Agreement.

ARTICLE 5. SALARIES

5.01 SALARY SCHEDULE

5.011 Base Salary

- Effective 8/1/12 Increase Base Salary 0.5%
- Effective 8/1/13 Increase Base Salary 0.5%

Note: Contract Effective January 1, 2012 – December 31, 2013

Bargaining unit members placed on the alternate salary schedule shall be granted comparable salary increases and benefits as regular teachers.

Longevity (effective 8/1/09)

Masters - additional 5% per year for steps 21, 22, 23, & 24
Masters +15 - additional 5% per year for steps 23 & 24
Masters + 30 - additional 5% per year for steps 25 & 31

5.012 Compensation

A. A bargaining unit member shall be compensated at the rate determined by his/her proper placement on the salary schedule (Appendix B).

B. A bargaining unit member who works more than the one hundred eighty-four (184) days provided in Section 10.01, herein, as extended time on a continuing or limited teaching contract shall be compensated at his/her per diem rate.

C. STRS "Pick-Up"

1. For purposes of this Agreement, total annual salary or salary per pay period for each bargaining unit member shall be any salary otherwise payable under this Agreement, which shall be the member's contracted annual salary determined from the current salary schedule and the current supplemental salary index. The total annual salary or salary per pay period of each member shall be payable by the Board in two (2) parts: 1) deferred salary and 2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio State Teachers Retirement

System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pick-up" of STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the “pick-up” for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Agreement, as amended (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.

2. The Board shall compute and remit its employer contributions to STRS based upon total annual salary or salary per pay period, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pick- up." The Board shall report for Municipal income tax purposes as a member's gross income said member’s total annual salary or salary per pay period, including the amount of the “pick-up.” The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

3. The deferred salary and cash salary under the portion determined from the current salary schedule shall be combined as the member's total contracted annual salary for the purpose of computing the daily rate of pay.

5.013 Placement on the Salary Schedule

A. A newly employed bargaining unit member may be credited with all years of teaching experience up to a maximum of ten (10) years. Military experience and prior substitute teaching experience [of one hundred twenty (120) or more days in any one (1) school system] shall be considered in determining prior teaching experience.

B. A bargaining unit member with previous teaching experience in the District, who has left the District and who has been engaged in teaching shall, upon return to the District, be given full credit for prior teaching experience credited at the time of initial employment and teaching experience in the District. In addition, a bargaining unit member who left the bargaining unit as a result of:

1. Reduction In Force -- shall be credited, upon recall, with teaching experience gained during his/her absence from the District; or

2. Reasons other than Reduction In Force -- may be credited with teaching experience gained during his/her absence from the District.

C. A bargaining unit member with previous teaching experience in the District who has been engaged in teaching shall, upon return to the District, be restored to the next position on the salary schedule above that at which he/she left, provided such individual served at least one hundred twenty (120) days in the last school year

during which he/she was previously employed in the District.

D. Returning teacher(s) as per conditions of Paragraph C, above, shall be restored to their previous contract status.

E. 1. A bargaining unit member shall be placed on the proper column of the salary schedule as determined by his/her academic training. In order to qualify for horizontal movement, a bargaining unit member must have accumulated appropriate credit in semester hours after the date of his/her degree. The accumulated hours must be earned in:

a. Courses in the teaching field of the individual;

b. Courses in a college or department of education;

c. Courses which can be applied to meeting the qualifications leading to additional certification; or

d. Courses related to subjects for which the member is certified.

e. CEU credit approved by the LPDC. CEU's will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned. Accumulation of post-Master's credit toward movement from one (1) level of the salary schedule to another shall be no more than fifty percent (50%) CEU credit and fifty percent (50%) semester hours.

2. Credit hours not meeting these criteria must be approved by the Superintendent. Bargaining unit members may request the Superintendent to determine acceptability of credit hours prior to the member beginning said courses. A lack of a written determination shall indicate acceptability.

3. Credit shall not be recognized for courses or degrees from professional schools such as medicine, law, etc., or to qualify for a different profession, such as real estate sales, unless they meet one of the above criteria.

5.014 Advancement On the Salary Schedule

A. After initial placement on the salary schedule**,** a bargaining unit member will be advanced one (1) step on the salary schedule for each work year in which he/she rendered service and/or is on paid leave for a total of at least one hundred twenty (120) days.

B. Application for salary adjustments must be made in writing**,** twice during the school year (by September 15 and by January 15). Copies of teaching certificates must be on file with the Personnel Office by October 15. Satisfactory evidence of all credit must be on file with the Personnel Office by September 15 and complete transcripts of such credit shall be placed on file with the Personnel Office as soon as they are available.

5.02 PAYROLL PRACTICES

5.021 Pay Periods

A bargaining unit member shall be paid in twenty-six (26) equal biweekly installments from the appropriate salary schedule(s) (Appendix B).

5.022 Method of Payment

A. Effective at the beginning of the 2011-2012 school year, BEA bargaining unit members shall be paid in twenty-four (24) equal installments from the appropriate teacher salary schedule(s) (Appendix B). A bargaining unit member shall receive his/her pay by direct deposit to his/her financial institution.

B. Each bargaining unit member shall receive a pay stub sent electronically.

C. Payday shall be on the fifteenth (15th) day and the last day of each month for all employees. If the payday falls on a holiday or weekend, all employees shall be paid on the workday prior to the holiday or weekend.

5.023 Payday Falling On Day School Is Closed

A. In the event the scheduled payday falls on a day during the work year that school is closed, the paycheck shall be issued on the last workday before the closing.

B. In the event that payday falls on a non-banking day, the bargaining unit member's pay shall be available on the last banking day preceding the scheduled payday. Pay stubs shall be sent one (1) day prior to the scheduled payday.

5.024 Payment for Supplemental Duties

A. Individuals who fulfill the duties of any position listed on the supplemental schedule shall be issued a contract prior to the commencement of the activity and shall be paid the appropriate compensation.

B. A bargaining unit member who contracted to perform a year long supplemental duty shall be paid for his/her services in two (2) equal installments if requested by the bargaining unit member. Such request should go to the immediate supervisor.

1. At an established midpoint of the season it will be the sole responsibility of the head varsity coach to request a ½ (.5) payment for all athletic seasonal supplementals of his/her staff.

2. Failure to apply/complete required form by the established date will result in a one time supplemental payment as referred to in C and D of Article 5.024.

C. Said payment shall be made no later than the second pay date following the validation by the Immediate Supervisor of the completion of the supplemental duty.

It shall be the responsibility of the supplemental contract holder to notify the Immediate Supervisor of the completion of the supplemental duty. Notification shall be made in writing. Validation shall be made within two (2) weeks of notification.

D. Payment for a supplemental duty shall be made in a check which is separate from the bargaining unit member's salary provided by Section 5.01, above, and shall, for purposes of withholding taxes and retirement contribution, be treated as a separate one time earnings.

5.025 Lump Sum Payment During Work Year

In the event the individual contract is terminated by either party during the work year, the total sum due the bargaining unit member, as of the date of termination, shall be paid at the next scheduled payday following the close of the payroll period during which the last day of service occurred.

5.026 Lump Sum Payment At End of Work Year

In the event the individual contract is terminated or not renewed by either party at the end of the work year, the bargaining unit member may choose to have the total sum due paid at the next scheduled payday following the close of the payroll period during which the last day of service occurred.

5.03 SUPPLEMENTAL SALARY INDEX

5.031 Supplemental Salary Index

A bargaining unit member(s) assigned supplemental duties**,** listed in Appendix C, shall be properly placed on the Supplemental Salary Index (Appendix C). The supplemental salary shall be increased the same percentage as the teacher salary schedule.

5.032 Placement On the Supplemental Salary Index

Supplemental contracts shall not be held by more than three (3) people unless approved by the Administration. Supplemental contract positions**,** listed in Appendix C**,** shall be paid in accordance therewith with the bargaining unit member's placement on the Supplemental Salary Index being based on years of qualified experience. The Board will grant experience credit outside the Brunswick City Schools subject to receipt of official documentation from previous school district(s). **"**Years of qualified experience**"** shall mean the following:

A. For coaches in the varsity rank: Any year(s) of experience coaching in the varsity and junior varsity rank in the same sport.

B. For coaches in Seventh (7th), Eighth (8th) and Ninth (9th) Grades: Any year(s) of experience coaching in the Seventh (7th), Eighth (8th) or Ninth (9th) Grade or above in the same sport.

C. Non-coaching positions: Any year(s) of experience in the same position.

5.033 Voluntary Participation In Supplemental Duties

Participation of a bargaining unit member in supplemental duties will be strictly voluntary.

5.04 SUBSTITUTION IN EXCESS OF STANDARD DAY

5.041 Rate of Compensation

A bargaining unit member who performs duties in excess of the standard day by substituting for an individual who is absent shall be compensated based upon the District average teacher salary in effect as of September 1 of each school year. Those teachers who perform such duties will receive compensation for the full period/unit in which they are substituting. Minimally, that teacher will be compensated for forty (40) minutes of substitution.

5.042 Voluntary Participation

Each work year a roster will be made of all bargaining unit members who are willing to contract to perform duties as a substitute in excess of the standard day. After bargaining unit members on the roster who are available for the needed time have been requested to perform duties, the Board may assign any member to perform such duties. The number of "assigned" substitutions will not exceed two (2) in a school year.

5.05 SEVERANCE PAY

5.051 Right To Severance Pay

A. A bargaining unit member with five (5) or more years of teaching service in the Brunswick City School District, upon resignation from the Brunswick City School District and retirement from active teaching service, shall be entitled to a severance pay benefit.

B. In the event of death, severance pay payable under this Section shall be paid to such bargaining unit member's designated or nominated beneficiary as prevails with respect to STRS.

5.052 Calculation of Severance Pay

A. Severance pay will be based upon the daily rate of pay as determined from the individual's teaching contract, exclusive of all supplemental contracts and allowances, last in effect prior to the termination of employment.

B. A severance pay benefit will be given for one-fourth (1/4) of the first one hundred sixty (160) days of accumulated sick days, all of the next twenty-five (25) days, and one-fourth (1/4) of all remaining accumulated sick days.

5.053 Method of Payment

A. A bargaining unit member may elect to receive his/her lump sum payment at the time he/she qualifies for such payment.

(OR)

B. A bargaining unit member may elect to receive his/her severance pay benefit at the time of the first (1st) pay date in January of the calendar year following qualification for such benefit.

(OR)

C. A bargaining unit member may elect to receive his/her severance pay benefit over a three (3) calendar year period following qualification for such benefit. Three (3) equal installments will be paid the first pay date in January of each of the three (3) years. All distributions may be considered taxable in year one of the distribution according to Internal Revenue Code.

D. Upon written request from the retiring bargaining unit member, the Treasurer will issue a check for the amount as determined by the employee. This optional distribution from the individual's severance shall be paid directly to a tax sheltered plan (403B or 457) of the individual's choosing. A bargaining unit member exercising this option may choose to have his/her retirement account credited according to options in Subsection 5.053 A, B, and C.

5.054 Restrictions

Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accrued by the teacher at the time of receipt of the severance benefit.

5.055 Retirement Announcement Incentive

Bargaining unit members whose notice of resignation for retirement purposes is submitted and approved by the Board of Education at or prior to the regularly scheduled February meeting will be paid a one-time incentive stipend of $500.00. Such retirement must be effective at the close of the bargaining unit member's contract year. Payment will be made on the first pay day in March.

5.06 MOTOR VEHICLE ALLOWANCE REIMBURSEMENT

5.061 Right To Reimbursement

A bargaining unit member who is required to use his/her own motor vehicle in the performance of his/her duties, including a member who is assigned to more than one (1) school during a workday, shall be reimbursed for all such use.

5.062 Rate of Reimbursement

The rate of reimbursement for the use of a bargaining unit member's motor vehicle shall be the "Standard Mileage Rate" as established by the IRS.

5.063 Method of Payment

Vouchers for mileage reimbursement shall be allowed to accumulate until said reimbursement equals Fifty Dollars ($50.00) or more. Mileage reimbursements will not be issued for amounts less than $50 except in the case of final vouchers. Final vouchers for school year must be submitted for payment prior to June 15th regardless of amount. Upon receipt of the voucher by the Supervisor, it shall be transmitted to the Treasurer within five (5) days. Payment shall be made within thirty (30) days of the filing of the voucher with the Treasurer's Office.

5.064 Restrictions

For purposes of mileage reimbursement for a bargaining unit member assigned to more than one (1) school, a schedule of mileage shall be established by the Board, subject to approval by the Association, for distances between schools.

5.07 CURRICULUM REVIEW

Members of the Curriculum Review Committees, as approved by the Board of Education, shall be given a stipend of Twenty Dollars ($20.00) per hour for participation in meetings or subgroup activities pre-approved and conducted under the guidelines of the Curriculum Office. Participation in curriculum review shall be voluntary.

5.08 TUITION REIMBURSEMENT

The Board will reimburse a bargaining unit member's tuition cost up to a maximum lifetime amount of $4,000.00 or $1,500.00 per year with the balance available in full for the third year, when the following criteria are met:

A. The applicant is working to obtain his/her first (1st) Master's Degree or HQT for his/her current teaching assignment.

B. The courses taken are required elements of a Master's program in education or relevant academic discipline related to teaching from an accredited university.

C. Pre-approval of the courses to be reimbursed is obtained from the Assistant Superintendent, Personnel. Pre-approval means prior to the start of class.

D. Verification of payment is provided.

E. Verification of completion of coursework with a "B" or better grade (report card or transcript).

Reimbursement will be issued after the start of school for the year following the school year in which the coursework was completed if the bargaining unit member is still employed with the Brunswick City Schools.

If the member severs his/her employment within four (4) years of receiving the tuition reimbursement, the Board shall recoup from the member's pay, the amount expended on behalf of the member under this provision.

5.09 NATIONAL BOARD CERTIFICATION

Bargaining unit members who have attained a National Board Certificate shall receive a one-time stipend of $1,000.

5.10 MASTER TEACHER STIPEND

Bargaining unit members who have attained the Master Teacher designation shall receive a one-time stipend of $500.

ARTICLE 6. INSURANCE

6.01 GENERAL PROVISIONS

6.011 Right To Insurance Benefits

In addition to the salary paid to a bargaining unit member pursuant to Article 5, his/her compensation shall include the insurance benefits as provided herein.

6.0111 Spousal Insurance Provision

A. A bargaining unit member may choose to be covered under Section 6.0111B. If selected, the bargaining unit member will remain under the working spousal provision unless the spouse's coverage materially changes (i.e. increase in premiums). In that event, the employee can opt out of the spousal insurance coverage during the next open enrollment period. Bargaining unit members who opt out of the spousal insurance coverage and who participate in the Super Med Plus or Select Plan will pay $185.00 per month to keep a family plan including primary spousal coverage. Bargaining unit members who opt out of the spousal insurance and who participate in the Classic Plan will pay $270.00 per month to keep a family plan including primary spousal coverage. (This clause is applicable only for employees whose spouses are eligible for medical insurance coverage with their employer.)

B. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

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

   The Board shall reimburse the employee up to $175.00 per month for the cost of medical premiums for the employee's spouse who must obtain medical insurance with his/her employer.

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

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

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

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

6.012 Copy of Certificate of Insurance

A. The Board shall provide to the Association one (1) copy of each signed Contract and Certificate of Insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this contract.

B. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within one (1) month after they are received by the Board.

6.013 Distribution of Explanation of Coverage(s)

A. As amendments and/or changes in insurance coverage(s) or carriers are made, the Board and the Association shall notify the carrier that each bargaining unit member will receive a written description, prepared by the carrier, of such amendment and/or change. This written notice shall be made within thirty (30) days of the amendment and/or change and shall request that the description shall

be provided to the bargaining unit member within sixty (60) days after receipt of the notice.

B. A bargaining unit member shall, at the time of the signing of his/her teaching contract, receive a written description of all insurance coverage(s) in effect at that time.

6.014 Update of Benefits Information

No later than six (6) months prior to the expiration of the contract, the BOE shall be responsible for initiating a meeting between the BOE and BEA to provide updated information regarding current medical benefits and opportunity to share information.

6.02 MEDICAL INSURANCE PROGRAM
(Comprehensive Major Medical, Prescription Drugs and Dental Insurance)

6.021 Right To Coverage

A. The Board shall purchase from a carrier licensed by the State of Ohio, basic hospitalization and surgical insurance, major medical insurance, prescription drugs and dental insurance coverage which meets or exceeds the specifications set forth in this Article (Comprehensive Major Medical, Section 6.024; Prescription Drugs, Section 6.025; Dental Insurance, Section 6.026) for each bargaining unit member, now or hereinafter employed, and his/her family. Any bargaining unit member hired after May 1, 2005 shall be eligible for BOE insurance and benefits based upon the number of hours worked per teacher day, five days per week or the equivalent as set forth below, subject to the monthly premium payments set forth in 6.0111 A or 6.022 A or B.

B. 1. During the term of this Contract, the Board shall purchase insurance which includes a hospital network to meet the requirements of Subsection 6.024 (Comprehensive Major Medical), below. Hospitals and doctors shall remain the same or better as in effect under this Plan. There is possibility that individual doctors and service providers may leave the plan.

2. An insurance committee composed of BEA representatives and Board Administration will be assembled to review and give input to any changes in hospitals or providers, and will be subject to negotiations.

3. A bargaining unit member may reinstate coverage during the annual open enrollment period. Applications are due prior to the coverage start date of October 1.

C. 1. A bargaining unit member may elect to buy-out of the medical insurance program. The Board will pay Two Hundred Dollars ($200.00) per month to each bargaining unit member who buys-out of the program provided he/she certifies that they have other health insurance. Effective October 1, 2012, married couples employed by Brunswick City School District shall be eligible for either single insurance coverage or one (1) family insurance plan and shall not be eligible for the insurance buy-out incentives.

2. A bargaining unit member shall have the right to reenter the District's insurance program in the event of loss of dependent status, change of marital status, or termination of spouse's employment, or in the event of a qualifying event as specified under COBRA or as defined by the carrier.

3. In addition to the above, a bargaining unit member may reinstate coverage on October 1st of any given year.

D. Bargaining unit members hired prior to December 31, 2002 may participate in a"Gatekeeper" preferred provider option (Select) or a CMM Plan (Classic), or a “hospital and doctors’ network” (Plus). Bargaining unit members may also enroll in the "Gatekeeper" (Select) program at any time thereafter, effective at the first (1st) of any month, subject to the rules and regulations of the carrier. Once enrolled, a bargaining unit member shall remain in his/her chosen plan for twelve (12) consecutive months except in the event of loss of dependent status, change of marital status, termination of spouse's employment, or disqualification or change in spouse's medical benefits.

Bargaining unit members who are hired after May 1, 2005 will be assigned to the “hospital and doctors’ network” (Plus) plan.

6.022 Method of Payment of Coverage

A. Effective October 1, 2012, each full-time teacher enrolled in the current Plus and Select Insurance Plan shall pay, through payroll deduction, for single or family insurance coverage at $45.00 Single/$95.00 Family plan.

Effective October 1, 2013, each full-time teacher enrolled in the current Plus and Select Insurance Plan shall pay, through payroll deduction, for single or family insurance coverage at $67.00 Single/$145.00 Family plan.

B. Effective October 1, 2012, each full-time teacher enrolled in the current Classic Insurance Plan shall pay, through payroll deduction, for single or family insurance coverage at $95.00 Single/$170.00 Family plan.

Effective October 1, 2013, each full-time teacher enrolled in the current Classic Insurance Plan shall pay, through payroll deduction, for single or family insurance coverage at $110.00 Single/$210.00 Family plan.

Note: Medical Insurance Coverage includes medical, prescription/drug, dental, and vision.

C. All insurance premiums will be made in twenty-four equal installments.

D. Notwithstanding the above, any bargaining unit member hired after May 1, 2005 and who works at least four (4) but less than six (6) hours per day will pay fifty percent (50%) of the applicable premium.

6.023 Right To Change Coverage Status

A bargaining unit member may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

6.024 Comprehensive Major Medical

A. Specifications

Effective January 1, 2013, all bargaining unit members deductibles will be as follows:

Super Med Plus
$95.00 Single/$185.00 Family Deductible, and $10 co-pay for office visits

Super Med Select
$95.00 Single/$185.00 Family Deductible, and $10 co-pay for office visits

Super Med Classic
$180.00 Single/$310.00 Family Deductible

The Board has the right to change carriers provided it maintains substantial equivalent coverage as specified in the 2008 BEA Agreement.

Co-insurance	See Insurance Plan Document
Yearly maximum liability	See Insurance Plan Document
Maximum lifetime Deductible	See Insurance Plan Document
Co-insurance/yearly maximum	Applies to hospital, surgical and major medical
Pre-certification	Yes; penalty on provider
Dependent coverage	To age 26; full-time student, unmarried
Emergency Room (Not Admitted)	$50.00
Colonoscopy Screening	Age 50 and over
Well Child Benefits	To $750.00 Maximum

B. In-Hospital Care – See Insurance Plan Document

C. Outpatient Care - See Insurance Plan Document

D. Alcoholism/Chemical Dependency Care - See Insurance Plan Document

E. Mental and Nervous Disorders – See Insurance Plan Document

F. Mental/Surgical Benefits

The following services performed and billed by a physician shall be covered to the extent the fees are usual, customary and reasonable:

Surgery
Surgery assistance
Anesthesia
Maternity
Radiotherapy
In-hospital medical care
Concurrent medical care
Consultation
Emergency first-aid
Diagnostic Services

G. Wellness

Routine pap test
Routine mammogram
Routine prostate cancer

Starting July 1, 2009 a $100 wellness incentive will be paid for participation in a Health Screening or Annual Physical. Verification will be required to be submitted to the Business office not later than each June 1 in order that the incentive be paid in the second pay in June. No incentive shall be rendered for payment if verification is not received within dates required. (Example: Health Screening/Physicals received and verified between June and the following May will be paid in the subsequent June.)

6.025 Prescription Drugs

The prescription drug coverage shall be:

$ 5 - generic
$10 - formulary brand
$15 - non-formulary brand

Mail-order 90 day supply for the price of two months

If a generic or formulary brand is not available, the cost will be the $10 formulary brand cost.

Prescription drug coverage includes oral contraceptives with or without medical necessity.

6.026 Dental Insurance

Class I -- Preventive & Diagnostic

Routine Oral Exams – once every six (6) months
Teeth Cleaning -- once every six (6) months
Fluoride Treatments -- once every twelve (12) months
Emergency pain treatments
Space maintainers

Diagnostic X-Rays
Tests & lab exams

Class II -- Basic Restorative

Fillings -- amalgams, silicate, acrylic
Root canal therapy
Treatment of gum diseases
Repair of bridgework and dentures
Extractions and oral surgery
General anesthesia -- only if medically necessary

Class III -- Major Restorative

Inlays, inlays, gold fillings or crown restorations
Initial installation of fixed bridgework
Installation of partial or full, removable dentures
Replacement of existing bridgework or dentures

Class IV -- Orthodontia

Full-banded orthodontia treatment
Appliances for tooth guidance
Appliances to control harmful habits
Retention appliances – not in connection with full-banded treatment

Calendar year maximum of $1,750.00 for Classes I, II, and III.

Class I	100%
Class II	80%
Class III	70%
Class IV	50% (Lifetime maximum, $1500.00)

Calendar Year Deductible: None

6.03 TERM LIFE INSURANCE

6.031 Right To Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance coverage which meets or exceeds the specifications set forth in Section 6.034, below, for each bargaining unit member now or hereafter employed.

6.032 Method of Payment of Coverage

The full cost of such insurance and any increases thereof shall be paid by the Board.

6.033 Right To Purchase Additional Coverage

The Board shall allow individual bargaining unit members to purchase additional amounts of coverage through payroll deduction subject to the rules and regulations imposed by the carrier.

6.034 Specifications

The face value of the term life insurance coverage shall be one and one-half (1-1/2) times the employee's salary plus an equal amount of accidental death and dismemberment coverage.

After the bargaining unit member's 49th birthday, he/she shall have a one-time option to decrease his/her term life insurance from one and one-half times the employee's salary to the minimum of $50,000 in term life insurance.

Due to restrictions imposed by the life insurance carrier, employees are subject to the rules, regulations and limitations of the carrier, thus the maximum coverage provided by the group life policy could be reduced. Employees are encouraged to read the policy to familiarize themselves with the limitations.

6.04 VISION CARE

6.041 Specifications

This VSP Program, as outlined below, provides an eye examination, lenses, and a frame once every calendar year.

	VSP Participating Provider Doctor Benefits (Copays apply to charges)	**Non-Participating Reimbursement Schedule**
Examination		
• Examination for glasses	Covered in full after $5.00 copayment*	$ 35.00
• Examination for contact lenses	Covered in full (excluding evaluation/fitting charges) after $5.00 copayment*	$ 35.00
Lenses		
• Single Vision Lenses }	Covered in full after $20.00 copayment*	$ 25.00
• Bifocal Lenses }		40.00
• Trifocal Lenses }		55.00
• Lenticular Lenses }		80.00
Frame	Covered in full** after $20.00 copayment*	$ 45.00

*****There is only one (1) $5.00 copayment for the exam, and only one (1) $20.00 copayment for lenses and/or frame.

****** Within Plan limitations. If you select a frame that costs more than your Plan allowance, there will be an additional charge you will pay out-of-pocket. When you visit the VSP participating doctor, ask him/her which frames are covered in full. The allowance designated by the Brunswick City School District covers the majority of frames on the market and ensures a good choice.

Contact Lenses	(In place of spectacle lenses and frames)	
• Medically Necessary	Covered in full after $20.00 copayment*****	$ 210.00
• Elective	$ 105.00	$ 105.00

Lens Options
The Plan is designed to cover your visual needs rather than elective materials. There will be extra costs involved if you select materials or services which are elective in nature, such as:

- Blended or Progressive Lenses
- Special Edging
- Special Lens Materials
- Oversize Lenses

Plan Discounts
Patients may now obtain additional pairs of prescription glasses at a 20% discount off usual and customary charges. In addition, the Plan now offers a 15% discount on contact lens professional services. These discounts are available for 12 months following the patient's last covered eye examination from the VSP participating doctor who provided the examination.

6.05 WORKERS' COMPENSATION

6.051 All employees covered under this Agreement are protected under the Ohio Workers' Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.

6.052 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's Supervisor/designee and an application for benefits may be filed with the Bureau of Workers' Compensation. The Administration shall assist an employee in filing a Workers' Compensation claim. An injured employee shall have the option of applying for Workers' Compensation or using accrued Sick Leave.

ARTICLE 7. LEAVE PROVISIONS

7.01 SICK LEAVE

7.011 Accumulation

A. A bargaining unit member shall earn and accumulate Sick Leave credit in accordance with Ohio Revised Code Section 3319.141**.** The maximum number of days allowed to accumulate shall be unlimited.

B. Sick Leave for a bargaining unit member employed for less than one hundred eighty-four (184) days per year and/or less than a full day shall be credited and deducted at the proportionate rate equal to his/her rate of compensation.

7.012 Notification of Accumulated Credit

A bargaining unit member will receive notification of his/her accumulated Sick Leave once monthly with his/her paycheck.

7.013 Advance of Sick Leave Days

A bargaining unit member in his/her first (1st) year of teaching may be advanced ten (10) days of Sick Leave as provided for in Ohio Revised Code Section 3319.08**.** These ten (10) days, or any portion thereof, may be used in case said bargaining unit member is unable to work because of any of the prescribed reasons for the use of Sick Leave, after the beginning of his/her employment but before he/she has accumulated that amount of Sick Leave as provided for in Ohio Revised Code Section 3319.141**.** In the event a bargaining unit member who has been advanced Sick Leave under this Section leaves paid employment status with the Board prior to having earned the Sick Leave previously advanced, such bargaining unit member shall reimburse the Board for unearned Sick Leave paid under this Section. The Association shall be held harmless in any litigation resulting from action(s) taken under the provisions of this Section.

7.014 Use of Sick Leave

Sick Leave with pay may be used for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the bargaining unit member's immediate family. Sick leave can be used in ¼, ½ or full-day increments.

7.015 Immediate Family Defined

For purposes of this Agreement, "immediate family" is defined as:

A. Grandparents;
B. Brother;
C. Sister;
D. Brother-in-law;
E. Sister-in-law;

F. Daughter-in-law;
G. Son-in-law;
H. Legal guardian;
I. Father;
J. Father-in-law;
K. Mother;
L. Mother-in-law;
M. Spouse;
N. Child;
O. Grandchild;
P. Stepchild;
Q. Upon approval of the Superintendent, anyone who clearly stands in the same relationship with the bargaining unit member as any of those specified.

7.016 Return from Extended Sick Leave

A bargaining unit member returning after a full year's use of sick leave shall be placed in a comparable position to the one held at the time the leave commenced, if possible.

7.02 PERSONAL LEAVE

7.021 Right To Personal Leave

A bargaining unit member shall be granted three (3) non-cumulative days of Personal Leave per year. Personal Days shall be prorated based upon the number of days employed per year.

7.022 Personal Leave

A. A bargaining unit member may carry over one (1) unused personal leave day by giving written notice to the Treasurer's Office by May 1, of the current school year. All other unused personal leave will be converted to sick leave at the end of each school year.

B. Personal leave may be used in ½ or full-day increments only.

7.03 ASSAULT LEAVE

7.031 Right To Assault Leave

A bargaining unit member who is absent from work due to a physical disability resulting from an assault, which occurred in the course of Board employment while performing assigned regular or supplemental duties pursuant to a contract, shall be eligible to receive Assault Leave.

7.032 Notice For Assault Leave

A bargaining unit member desiring said Assault Leave shall file a notice with the Superintendent, which indicates the nature of the injury, the date of its occurrence, the name(s) of the individual(s), if known, causing the assault, the facts surrounding the

assault, and a statement that the bargaining unit member has filed juvenile or criminal charges against the person(s) making the assault, if known.

7.033 Rights While On Leave

Leave granted under this Section shall not be charged against Sick Leave earned or earnable under Ohio Revised Code Section 3319.141 or leave granted under any other Section of this Agreement. The bargaining unit member(s) using Assault Leave as per this Section 7.03 shall receive full pay and benefits as if they were actively employed.

7.034 Length of Leave

Assault Leave may be used for the period of disability, not to exceed the remainder of the school year or one hundred twenty (120) workdays, whichever is greater.

7.035 Restrictions

A. If medical attention is required, the bargaining unit member shall supply a certificate from a licensed physician.

B. The Board may require a medical examination, at Board expense, of a bargaining unit member requesting Assault Leave.

7.036 Court Appearance

A. A bargaining unit member required to appear in Court as a result of having filed charges under Subsection 7.032, above, shall be entitled to Assault Leave, in addition to those days specified in Subsection 7.034, above, for each day such appearance is required.

B. Any compensation received by a bargaining unit member for such appearance shall be signed over to the Board.

7.04 PROFESSIONAL LEAVE

7.041 Eligibility For Professional Leave

A. Written applications for Professional Leave must be submitted to the bargaining unit member's Building Principal or Immediate Supervisor who may forward the application to the building's Professional Development Committee for initial approval.

B. It is necessary for the Superintendent to approve, in advance, the attendance of a bargaining unit member at professional meetings. If the Superintendent does not approve a request for attendance at a professional meeting, he/she shall so notify the bargaining unit member involved stating his/her reason(s) for the denial.

7.042 Rights While On Leave

The Board shall pay the bargaining unit member's full salary during the time he/she attends the approved professional meeting. In addition, funds for conference expense purposes are budgeted based on the number of professional staff in a building. With Board approval, mileage is paid in accordance with the reimbursement procedure. Upon receipt of the reimbursement claim by the Building Principal or Immediate Supervisor, it shall be transmitted to the Treasurer's Office within five (5) days. Payment shall be made within two (2) pay periods following submission to the Treasurer of the reimbursement.

7.043 Restrictions

Prior to the Building Principal forwarding the Professional Leave Application to the Superintendent for approval, the Building Principal and bargaining unit member will discuss the Administration's expectations with regard to the form or format of the written and/or oral report which will be provided by the teacher within twenty (20) days of the teacher's return from the professional meeting.

7.044 Nonscheduled Days

Bargaining unit members participating in approved professional development activities conducted during the summer recess or nonscheduled days shall be compensated at Ninety Dollars ($90.00) per diem or Fifteen Dollars ($15.00) per hour.

7.045 Inservice Presenters

Any bargaining unit member who is approved to give a formal presentation for District professional development at regularly scheduled inservice days, before/after the student day, or on non-scheduled days will receive One Hundred Eighty Dollars ($180.00) per day or Thirty Dollars ($30.00) per hour.

7.05 JURY LEAVE

7.051 Right To Leave

A bargaining unit member required by law to report for jury duty shall be entitled to Jury Leave for each day of such duty.

7.052 Rights While On Leave

A bargaining unit member using Jury Leave shall be compensated at his/her regular rate for the duration of such leave.

7.053 Restrictions

Any compensation received by the bargaining unit member for such duty shall be used to pay for appropriate expenses including, but not limited to, parking, transportation and meals.

7.06 PARENTAL LEAVE

7.061 Length of Leave

A. All or any portion of the absence by a bargaining unit member because of 1) the employee or spouse's pregnancy; (2) the employee or spouse's medical disability connected with or resulting from pregnancy and/or (3) the employee's provision of child care may, at the employee's option, be charged to accumulated Sick Leave. Such use shall be defined as Sick Leave and not Parental Leave. A maximum of seventy-five (75) days of accrued sick leave may be used for these purposes unless the employee provides a physician's statement verifying the need for additional sick leave.

B. In addition, a Parental Leave of Absence shall be granted which may not exceed the remainder of the school year in which it begins and the succeeding year. The first twelve (12) weeks of such parental leave will be under FMLA.

C. The twelve (12) weeks of FMLA/Parental Leave will be unpaid leave during which the Board will maintain the medical coverage under the group health plan in accordance with section 7.106 of this agreement.

D. Use of sick leave for parental leave can be continued beyond seventy-five (75) days with proper medical documentation of need on the part of the parent or child.

7.062 Eligibility For Leave

All or any portion of a Parental Leave of Absence will be granted to a bargaining unit member for the purpose of child bearing and/or child rearing as set forth below:

A. A bargaining unit member who is pregnant will be entitled, upon request, to a Parental Leave to begin at any time between commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member will notify the Superintendent, in writing, of her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant will continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties.

B. A male bargaining unit member shall be entitled, upon request, to a Parental Leave to begin at any time between the birth of his child and one (1) year thereafter.

C. A bargaining unit member adopting a child will be entitled, upon request, to a Parental Leave to commence at any time during the first year after receiving *de facto* custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

7.063 Right To Return From Leave

A. A bargaining unit member who is granted a Parental Leave of absence may be returned to duty at other than the beginning of a new school year only at the discretion of the Board and Administration.

B. A bargaining unit member returning from a Parental Leave shall be placed in a comparable position to the one held at the time the leave commenced, if possible.

7.064 Right To Substitute While On Leave

A bargaining unit member on Parental Leave will not be denied the opportunity to substitute in the District by reason of the fact that he/she is on such leave of absence.

7.065 Insurance Coverages While On Leave

Insurance coverage(s) shall be continued for a bargaining unit member on unpaid Parental Leave, who at the beginning of each month makes payment of the premium(s) for such coverage(s) to the Treasurer's Office.

7.07 SABBATICAL LEAVE

7.071 Right To Leave

Any bargaining unit member who has been employed seven (7) years or more in the Brunswick City Schools shall be entitled to Sabbatical Leave.

7.072 Length of Leave

Upon written request, to the Superintendent, a ~~b~~argaining unit member may be granted a leave of absence for up to one (1) school year to further the professional studies of the individual member. The written request shall include a description of the proposed program that the member will follow.

7.073 Rights While On Leave

The bargaining unit member on leave shall be granted the difference between the salary schedule amount due to him/her and the salary paid to the replacement for his/her position. The member on leave shall have the right to purchase insurance benefits by paying the appropriate monthly premium, in advance, to the Treasurer's Office.

7.074 Return From Leave

Upon return from leave, the bargaining unit member shall be reinstated to the same or comparable position held prior to the commencement of the leave. Upon completion of the proposed program, a bargaining unit member shall be granted one (1) year of credit on the salary schedule for salary purposes.

7.075 Obligations of Member

While on Sabbatical Leave, the bargaining unit member may be required to submit periodic interim reports of his/her status. The member may be required, as a condition of receiving the Sabbatical Leave, to return to employment with the Board for a period not to exceed one (1) year. If the member is physically able to return to employment and if the Board is able to offer the member a comparable position and if the individual fails to return to employment for that initial year with the Board, the individual shall reimburse the Board for all salary paid to him/her by the Board while on such leave.

7.08 OTHER UNPAID LEAVES

7.081 Short Term Unpaid Leave

A. 1. A member may elect to accumulate unused Personal Leave days to be used in accordance with this Section. Unused Personal Leave days that are not "banked" at the end of the school year will convert to Sick Leave per Subsection 7.022B above. This option includes banked days that have previously accumulated.

2. Notwithstanding the leaves provided in other sections of this Article, the Superintendent will grant unpaid leave up to the amount accumulated in Subsection 7.081A.1.

3. Members must apply in writing for unpaid leave stating the reason for the request and the dates requested.

B. Notwithstanding the leaves provided in other sections of this Article, the Board may grant unpaid leaves pursuant to applicable provisions of the Ohio Revised Code.

7.082 Right To Return From Leave

A. A bargaining unit member who is granted an unpaid leave of absence may be returned to duty at other than the beginning of a new school year only at the discretion of the Board.

B. A bargaining unit member returning from an unpaid leave shall be placed in a comparable position to the one held at the time the leave commenced, if possible.

C. Bargaining unit members taking unpaid leaves of less than ten (10) school days shall return to the same position he/she left with no loss of Board paid benefits.

7.083 Rights While On Leave

A. A bargaining unit member who completed at least one hundred twenty (120) days of teaching and/or paid leave(s) in the school year in which unpaid leave began shall, upon his/her return, retain all seniority in the District and be placed on the salary schedule on the step above that at which he/she left.

B. Insurance coverage(s) shall be continued for a bargaining unit member on unpaid

leave who, at the beginning of each month, makes payment of the premium(s) for such coverage(s) to the Treasurer's Office.

7.09 RELEASE TIME FOR THE BEA PRESIDENT

A. The Association President, upon request of the Association by June 1, shall be granted paid release time for the subsequent year. The release time shall be no more than one-half (1/2) of the day. The specific individual and the amount of release time shall not be changed during the school year. The Association President shall be given full experience credit on the salary schedule for the period of such release time and will retain the rights of a full-time bargaining unit member.

B. The cost for part-time release will be determined at an hourly rate. The cost will be jointly shared by the Board at 0.50 and the BEA at 0.50 of the actual teacher replacement cost.

7.10 FAMILY AND MEDICAL LEAVE

7.101 Eligibility

A. An eligible employee may take up to twelve (12) consecutive workweeks of FMLA Leave in any school year (July 1 - June 30) for one or more of the following circumstances:

1. The birth of an employee's child and to care for the child;

2. The placement of a child with an employee for adoption or foster care;

3. To care for the spouse, child, or parent of an employee when that family member has a serious health condition;

4. The employee's inability to perform the functions of the position because of the employee's own serious health condition.

B. To be eligible for FMLA Leave, employees must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

2. Have worked at least one hundred twenty (120) days during the last twelve (12) months.

C. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.

D. This section does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. With the exception of leave taken pursuant to 7.061A, an employee who requests FMLA leave will be required to first exhaust any available paid leave. This paid leave will not be counted toward the twelve (12) weeks of unpaid FMLA leave.

E. For purposes of counting FMLA leave days, non-working days will not be counted toward the employee's FMLA entitlement.

7.102 Notice

A. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement. This does not affect the member's entitlement to Parental Leave under Subsection 7.061B, above.

B. Whenever the leave is necessitated by the serious health condition of the employee or his/her family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support his/her request for leave. If an employee requires intermittent leave as set forth below or a reduced work schedule, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

7.103 Intermittent Leave and Reduced Work Schedule

A. When medically necessary, an employee may take intermittent FMLA Leave or a reduced work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

B. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, such employee must elect either:

1. To take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

2. To transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified; and that

a. has equivalent pay and benefits; and

b. the Board determines better accommodates recurring periods of leave than the regular employment position of the employee.

7.104 Leave Near End of Semester

A. If an employee begins any FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. The leave is of at least three (3) weeks duration; and

2. The return to employment would occur during the three (3) week period before the end of the semester.

B. If an employee begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA Leave until the end of the semester, if:

1. The FMLA Leave is of greater than two (2) weeks duration; and

2. The return to employment would occur during the two (2) week period before the end of the semester.

C. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the Board may require the employee to continue to take leave until the end of the semester.

7.105 Medical Opinion

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

7.106 Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period. Any bargaining unit member who works one-half (1/2) of the work days in a month will receive full month's coverage of benefits.

7.107 Return To Work

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

B. At the end of a FMLA leave, the Board shall restore an employee to the same or equivalent position with equal benefits, pay, and other terms and conditions of employment. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.

C. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that give rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

7.108 Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act. If there are any inconsistencies between Article 7.10, herein, and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

7.11 ATTENDANCE INCENTIVE

Any bargaining unit member will be provided a merit incentive for attendance based on the following:

A. Zero days absence - $200.00 per semester (No use of personal leave, sick leave, FMLA, assignment to home or unpaid leave).

B. Entire school year with zero days absent - $100.00 additional (max per school year of payment is $500.00).

7.12 DONATION OF SICK LEAVE

7.121 If a teacher is currently absent due to an officially documented catastrophic or long term illness or accident of the teacher or any member of his/her immediate family as defined in 7.015 of this Agreement, and he/she has exhausted all of his/her accumulated leave (sick and personal), he/she may request up to forty-five (45) days of donated sick leave.

7.122 No teacher may receive more than an aggregate of forty-five (45) donated sick days in any one (1) school year.

7.123 Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.

7.124 Upon request for sick days donation, the Superintendent shall meet with the Association President to discuss eligibility of the claim on the teacher's behalf, and if the request is to be approved, the process by which the donation of sick leave will take place. The Superintendent retains sole and final authority to deny a request for donated days.

7.125 Only the Association President or designee shall solicit sick leave donations from bargaining unit members on forms developed by the Association. The Association shall inform the Board of the need to donate sick leave to a bargaining unit member. The Board shall confirm to the Association, the bargaining unit member's eligibility to donate sick leave. (The Association will provide a master list to the Board; the Board will then confirm the eligibility of each member and return the authenticated list to the Association. The Association will notify their members of the acceptance of the sick leave donation and subsequent deduction from their accrued sick leave balance.)

ARTICLE 8. ASSIGNMENT AND TRANSFER

8.01 ASSIGNMENT

8.011 Assignment Defined

A. The assignment of a bargaining unit member employed at the Elementary level shall include the grade level and building(s) to which the individual is assigned.

B. The assignment of a bargaining unit member employed at the Middle School shall include the grade(s), subject(s), level(s), course(s) and building(s) to which the individual is assigned.

C. The assignment of a bargaining unit member employed at the High School shall include the grade(s), subject(s), level(s), course(s) and building(s) to which the individual is assigned.

D. The assignment of a bargaining unit member employed in a position requiring performance of duties in more than one (1) building shall include their specific title, area of responsibility, the building(s) and supervisor to which the individual is assigned.

E. Except for supervision assignments, no bargaining unit member shall be given a full-time teaching assignment outside his/her area(s) of certification.

8.012 Notice of Assignment

A. The Superintendent will give notice of assignment to a newly appointed bargaining unit member as soon as practical.

B. All other bargaining unit members, exclusive of those who will be on leave of absence, will be given written notice of their specific assignment anticipated for the forthcoming year by not later than May 30. Notification of High School assignments shall be given not later than three (3) weeks after the last workday as indicated on the school calendar for all teachers.

C. During the school year, teachers being considered for a change in assignment shall be notified by and have the opportunity to discuss with the building principal or immediate supervisor the possible change in assignment and the reasons for the change. In the case of high school assignments, after the close of the school year, an attempt will be made to contact the teacher before the assignment is finalized.

D. Factors to be considered in the reassignment of staff may include but are not limited to areas of certification, HQT status, teaching experience, levels of performance, training, program needs, and length of service in the district and/or building.

E. In the event of an anticipated change in grade level, subject assignment or building assignment after the initial assignment is received, the bargaining unit member affected will be promptly sent written notification. Upon request, said member may have the change in assignment reviewed in a conference with the Superintendent. The bargaining unit member may be accompanied at such conference by an Association representative.

F. Every effort will be made to avoid teachers being transferred two years in a row.

G. Teaching assignments shall be made consistent with Ohio law.

H. Whenever a teacher initiates or requests a change in assignment for the next school year, the change will be considered a voluntary transfer.

8.02 INVOLUNTARY TRANSFER

8.021 Involuntary Transfer Defined

An “involuntary transfer” shall be defined as an unrequested change of assignment.

8.022 Involuntary Transfer Procedure

A. Upon effectuating the involuntary transfer of a bargaining unit member, the Superintendent will contact the affected bargaining unit member in writing to give him/her an opportunity for a conference to discuss the reasons for the involuntary transfer. The bargaining unit member may be accompanied at such conference by an Association representative.

B. Upon request, the bargaining unit member will be given the written reason(s) for the involuntary transfer.

C. Factors to be considered in an involuntary transfer include areas of certification, HQT status, teaching experience, levels of performance, training, program needs, and length of service in the District and/or building.

D. No bargaining unit member will be transferred arbitrarily, capriciously or without a rational basis in fact.

E. A teacher newly identified for intervention cannot be involuntarily transferred in the same year they are placed in the PAR Program or as long as they remain in the program.

F. Every effort will be made to avoid teachers being transferred two years in a row.

G. Any teacher who is involuntarily transferred to a position which involves a change in grade levels (between primary and intermediate levels or between elementary and secondary levels) or a change in curricular areas, will receive a reimbursement of up to $200 for the purchase of materials and supplies for the new assignment. An art, music, or physical education teacher will only receive the $200 reimbursement if the involuntary transfer moves him/her to a level of students (elementary, middle school or high school) which he/she was not instructing during the preceding school year.

H. Any teacher who is required to relocate to a new building due to the closing of a building or the moving of an entire program, where released time is not provided, will receive a $200.00 moving supplemental. This supplemental is for packing, unpacking, and room preparation. Redistricting, which results in students moving from one building to another, causing the relocation of the teachers to another building, with the curricular program continuing at both buildings, would not qualify for payment under this provision.

I. Any bargaining unit member who is being involuntarily transferred will be notified of the transfer prior to his/her current position being posted.

8.023 Right To Resign

A bargaining unit member being involuntarily transferred may choose to resign and seek employment elsewhere. If the bargaining unit member makes such a decision and gives the Board at least two (2) weeks' notice, the Board shall hold said individual harmless of Ohio Revised Code Section 3319.15**.**

8.03 VACANCY

8.031 Vacancy Defined

A. Unless the provisions of Article IX (Reduction in Force) are implemented, a vacancy in a bargaining unit position shall exist when:

1. A bargaining unit member dies;

2. A bargaining unit member resigns;

3. A bargaining unit member retires;

4. A bargaining unit member has his/her limited teaching contract nonrenewed;

5. A bargaining unit member has his/her teaching contract terminated;

6. A bargaining unit member is transferred;

7. A bargaining unit member is promoted;

8. A new position is created within the bargaining unit; and

9. A bargaining unit member is on a long term leave (a minimum of one (1) full school year). Each long term leave shall create a minimum of one (1) vacancy. Any open position(s) created by the filling of said vacancy(ies) may be filled by a qualified substitute.

B. A High School vacancy, as defined in Subsection 8.031A, which occurs ten (10) days prior to the beginning of the work year through December 31, shall be posted and, if filled, shall be filled by the first workday of the second semester, providing an acceptable candidate, as determined by the Superintendent or Assistant Superintendent, is available to fill the vacancy.

C. Any vacancy, as defined in Subsection 8.031A, which occurs after the last workday of the school year and ten (10) days prior to the first workday of the subsequent school year, shall be posted and, if filled, shall be filled prior to the first workday of the work year, providing an acceptable candidate, as determined by the Superintendent or Assistant Superintendent, is available to fill the vacancy.

D. Any vacancy which occurs nine (9) days prior to the beginning of the work year or during the school year shall not result in additional vacancies beyond the initial vacancy. If the initial vacancy is filled by a bargaining unit member transferring into the position, the transferee's former position shall be an "open position" not a vacancy. An open position may be filled by a qualified substitute for the balance of the school year except as provided for in Subsection 8.031B, above.

8.032 Posting a Vacancy

A. All posted vacancies in existing and new licensed positions will be emailed to all certified staff and accessed through the Brunswick City Schools website.

B. Said notice of vacancy shall specify the position, by assignment that is vacant, the rate of compensation and qualifications of the position. Qualifications shall include certification/licensure and such other requirements as set forth in the notice of vacancy.

8.033 Length of Posting

A. A bargaining unit member desiring to be reassigned for such vacancy shall file an electronic application within the time specified in the notice.

B. The time limit to apply for a vacancy shall not be less than five (5) days unless the vacancy occurs less than three (3) weeks prior to the first day of the work year and the posting shall be for three (3) days.

8.04 VOLUNTARY TRANSFER

8.041 Voluntary Transfer Defined

A “voluntary transfer” shall be defined as a voluntary change in assignment.

8.042 Requests For Transfer

A. Individuals wishing to transfer within their building for the subsequent school year will notify the Principal by the first day of the second semester, electronically.

B. When vacancies occur for which the bargaining unit member has expressed an interest, the following will occur:

1. The first interview will be scheduled by the Administration within fourteen (14) days of the posting deadline.

2. The member shall be given the first scheduled interview slot.

3. The interview may be conducted in person or by phone.

4. In the case that the bargaining unit member is not available to take part in the first scheduled interview, other applicants will be interviewed and the bargaining unit member may choose another of the administratively scheduled appointment times.

5. At the conclusion of the scheduled interviews, the position may be filled.

6. When the membership on the interview team remains constant for multiple open positions, bargaining unit members shall be granted one (1) interview for all such positions.

C. Bargaining unit members not selected for a vacancy shall receive an individual written notice prior to the announcement of a filled position.

D. In filling vacancies, factors to be considered include the necessary certification, prior experience, competency, building and program needs.

E. If the request of a bargaining unit member for a transfer is denied, upon his/her request, the Superintendent and/or Building Principal will meet with the bargaining unit member to explain why he/she was not assigned to the vacancy. The bargaining unit member may be accompanied at such meeting by an Association representative.

8.05 TRANSFERS AND HIGHLY QUALIFIED TEACHER (HQT) STATUS

A. Whenever a teacher is transferred to a position which results in a change in the teacher's HQT status, where HQT is required, the Board of Education shall reimburse the teacher for approved expenses incurred to become HQT, including Praxis II. Such expenses will be reimbursed in addition to the provisions for tuition reimbursement 5.08, provided HQT is attained within two years of the transfer, except for extenuating circumstances which are approved by the Superintendent or designee.

B. Any teacher who is involuntarily transferred to a position during their last four (4) years prior to retirement will not be obligated to reimburse the Board of Education for approved reimbursement paid to become HQT.

ARTICLE 9. REDUCTION IN FORCE

9.01 REDUCTION IN FORCE

For the reasons set forth in Subsection 9.022, below, the Board may make a reasonable Reduction In Force. No Reduction In Force shall result in class sizes below that required by Section 10.04, herein.

9.02 RIF DEFINED

9.021 A **"**Reduction In Force (RIF)**"** shall mean the work force in the bargaining unit is less than the number in the bargaining unit as of the first day of this Contract as a result of elimination of bargaining unit positions in keeping with the provisions of this Article. The provisions of this Article do not apply to supplemental contracts as set forth in Subsection 5.085, herein.

9.022 Reasons For RIF

A RIF may be for the following reasons and in keeping with the related provisions set forth in this Article:

A. Decreased enrollment of pupils;

B. Return of a bargaining unit member from leave of absence to a bargaining unit position or return from part-time job share to full-time status having held full-time status prior to the job share and no vacancies exist in a position for which the bargaining unit member is qualified.

C. Suspension of schools or territorial changes affecting the District;

D. Loss of funding for position(s) for special programs or grants, provided that the position(s) had not been in place prior to the funding from the special program or grant.

E. District finances.

9.03 IMPLEMENTATION

9.031 If the Board determines a RIF situation may exist in the coming school year for reasons "A" and "C" in Subsection 9.022, above, the Association and affected bargaining unit members shall be notified in writing not later than May 15 in the year prior to the year the RIF is to be considered.

9.032 If the Board determines a RIF situation may exist in the coming school year for reasons "B" and "D" in Subsection 9.022, above, the Association and affected bargaining unit members shall be notified in writing not later than June 15 in the year prior to the year the RIF is to be considered.

9.033 Such notification shall include reasons for the RIF, the positions to be eliminated, the names of the affected bargaining unit members, and the date of implementing the RIF.

9.034 Within ten (10) days of receipt of said notification, representatives of the Board and the Association shall meet to review the proposed RIF.

9.035 If the parties agree to the reasons, number of positions, affected bargaining unit members and the effective date, RIF notification and implementation will be in keeping with further provisions of this Article.

9.036 Implementation

A. When the Board determines a RIF situation to exist under reason E in subsection 9.022 above, a team comprised of the Superintendent and one (1) other administrator, the Brunswick Education Association (BEA) President and one (1) member selected by the BEA President, and the Brunswick Educational Support Personnel Association (BESPA) President, and one (1) other member selected by the BESPA President, will meet to discuss the necessity and review reasons for a possible RIF along with possible alternate plans of resolution and other cost saving measures.

B. Notification of RIF for financial reasons will be sent to the BEA President no later than May 15th in the year prior to the year the RIF is to be considered. Reduction in force for financial reasons will be implemented in the following order: attrition, retire-rehires, seniority (limited contracts, continuing contracts).

C. After sixteen (16) bargaining unit members are reduced, one (1) administrative position will be reduced.

D. This provision will be interpreted consistent with H.B. 66.

9.037 If the parties do not agree with the provisions in the preceding paragraph, either party may demand the matter be submitted to arbitration in keeping with the following:

A. The parties agree to an arbitrator within five (5) days of the RIF meeting review or either party may demand through the American Arbitration Association an arbitrator using the expedited rules.

B. The arbitrator shall be available and hold a hearing between fifteen (15) and thirty (30) days of appointment and shall render a decision to the parties within fifteen (15) days of the hearing.

9.04 EFFECTIVE DATE OF RIF

The effective date of any RIF shall be the first day of the effected bargaining unit member's contract for the succeeding school year.

9.05 BARGAINING UNIT RIF LIST

9.051 The RIF list shall include the following:

A. Name of bargaining unit member;

B. Limited or continuing contract;

C. Date of initial employment;

D. Subject area(s) of certification, for bargaining unit positions, on file with the employer as of the preceding January 1;

E. Current position;

F. Employment status (full-time, regular part-time, hourly, etc.).

9.052 The list will be prepared according to seniority, with the most senior bargaining unit member first and the least senior last.

9.06 RIF DETERMINATION PROCEDURE OF BARGAINING UNIT MEMBERS

When the position(s) to be eliminated to accomplish RIF has been determined, the following order shall be followed to determine the order of reducing the number of bargaining unit employees:

A. Bargaining unit members leaving the employment of the Board due to resignation, retirement, or approved leaves of absence.

B. Bargaining unit members with limited contracts in order of seniority who are certificated in the teaching field affected. Exceptions to preference for retention based upon length of service in the field may be made to insure retention of a particular skill that is needed, to comply with State and Federal law relating to employment matters.

C. Bargaining unit members with continuing contracts in order of seniority who are certificated in the teaching field affected.

D. A suspended limited teaching contract will not be renewed beyond the bargaining unit member's period of recall rights.

9.07 RIF NOTIFICATION

A bargaining unit member whose teaching contract is to be suspended by reason of a Reduction In Force shall be notified in writing at least fifteen (15) days prior to the date of Board action implementing such suspension. Said notice will state the action is a suspension of the individual contract, reason for the RIF, effective date of the suspension and will include a description of layoff and recall rights of the bargaining unit member.

9.08 RIGHTS WHILE ON SUSPENSION

9.081 Right To Substitute

A. A bargaining unit member whose teaching contract has been suspended by reason of a Reduction In Force will be placed on the substitute rolls of the District. Except in instances where a specific request is made for a particular substitute teacher, the Board will attempt to call first for casual substitution those bargaining

unit members who have a right to an offer of reinstatement.

B. A bargaining unit member whose teaching contract has been suspended by reason of a Reduction In Force and who is certified for the position will be given preference in long-term substitute assignments.

C. The refusal of a bargaining unit member, whose teaching contract has been suspended by reason of a Reduction In Force, to accept an offer to substitute shall not waive his/ her recall rights under Section 9.09, below, nor his/her right to preference in future assignments as a substitute.

9.082 Right To Insurance Benefits

A. Insurance coverage(s) shall be continued for a bargaining unit member whose teaching contract has been suspended by reason of Reduction In Force upon his/her payment of the premium(s) in accordance with the procedure established by the Treasurer.

B. Said premium(s) will be payable at the beginning of each month at the Treasurer's Office**.**

9.09 OFFERS OF REINSTATEMENT

9.091 Reinstatement Defined

A. A bargaining unit member whose continuing teaching contract is suspended shall have the right to an offer of reinstatement in any teaching field in which such member is certified prior to any offer of reinstatement to a similarly certificated bargaining unit member with a suspended limited teaching contract.

B. A bargaining unit member whose limited teaching contact has been suspended will be offered reinstatement should an opening occur in a teaching field for which he/she is certificated, if such opening occurs in the course of the school year during which the suspension of the limited teaching contract of the member became effective or in the two (2) successive school years. After all bargaining unit members who have been reduced in a teaching field have been reinstated pursuant to this Section, any reduced bargaining unit member who is certified in a teaching field in which an opening occurs in the course of the school year during which the suspension of the limited teaching contract became effective or during two (2) successive school years, such member shall be given first consideration for such position.

9.092 Right To Reinstatement

A. To be eligible for an offer of reinstatement, the bargaining member must keep the Board informed of his/her current address and telephone number.

B. However, should the Board decide to nonrenew a suspended limited teaching contract of a bargaining unit member for reasons other than the Reduction In

Force, such member will lose all reinstatement rights at the expiration of such contract. The notice of intent to recommend nonrenewal shall notify such member that he/she will lose all recall rights.

9.093 Reinstatement Procedure

Officers of reinstatement shall be made in order of seniority in each area of teaching contract status.

9.094 Notice of Reinstatement

A notice of offer of reinstatement shall be made by certified United States Mail, return receipt requested.

9.095 Waiver of Reinstatement Rights

Rejection of an offer of reinstatement to a full-time position, failure to accept such an offer within two (2) weeks of its receipt, or the return of the offer by the Postal Department because of an incorrect address, or the failure of the bargaining unit member to pick it up**,** shall result in a waiver of all rights under this Article.

9.10 RESTORATION OF BENEFITS AND LIMITED TEACHING CONTRACT

9.101 Benefits

All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract, will be restored to him/her upon his/her reinstatement. He/She will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A bargaining unit member will not receive increment credit for a time spent on suspension, except as provided in Subsection 5.012B, herein.

9.102 Limited Teaching Contract

A. Where a bargaining unit member has had a multi-year limited teaching contract suspended prior to its expiration and he/she is reinstated prior to the expiration of such contract, he/she shall hold a limited teaching contract for the remainder of the term of that contract.

B. Where a bargaining unit member is suspended at the expiration of a limited teaching contract**,** or where such contract expires during a suspension and the bargaining unit member is subsequently reinstated, such reinstatement shall be on the basis of a limited teaching contract for one year. Thereafter, the bargaining unit member will return to the contract schedule in Subsection 14.012, herein.

9.11 PRECEDENCE CLAUSE

Notwithstanding any other provision of this Agreement, no vacancy or new position in the bargaining unit will be filled by the Board, until the procedure set forth in this Article has been complied with.

9.12 MISCELLANEOUS

9.121 No new hire shall be employed for a bargaining unit position until after all laid-off bargaining unit members on the recall list who are certificated for such position have been offered such position.

9.122 If the Board determines a RIF situation may exist in the coming school year, every reasonable effort will be made to reassign existing bargaining unit members to minimize the impact of the RIF; however nothing in this Section shall violate member(s) rights under Article 8.

9.123 No nonbargaining unit member shall be assigned to fill a bargaining unit position until
after all laid-off bargaining unit members on the recall list who are certificated for such position have been offered such position.

9.124 No subcontracting of RIF positions will occur until after all laid-off bargaining unit members on the recall list who are certificated for such position have been offered such position.

9.13 END OF A RIF SITUATION

9.131 A RIF situation will end when:

A. All bargaining unit members laid off are returned to active employment, or no names remain on the recall list referred to above.

9.14 INTERPRETATION

This Article is to be interpreted consistent with O.R.C. 3319.17.

ARTICLE 10. WORK YEAR AND WORKDAY

10.01 WORK YEAR

10.011 Length of Work Year

The regular work year for a bargaining unit member shall not exceed a total of one hundred eighty-four (184) days. Teachers new to the District may be required to work up to one (1) additional day for entry year inservice. The work year for bargaining unit members will be divided as follows:

A. Not to exceed one hundred eighty (180) days for instruction, which shall include two (2) days in which classes (Grades PreK-12) are dismissed for a full day, for the

purpose of individual parent conferences.

B. One and one-half (1-1/2) days of professional inservice meetings of bargaining unit members. One of these days may be satisfied with six (6) hours of professional inservice outside the school day for District inservice programs. After the six (6) hours are completed, bargaining unit members may select additional District programs scheduled outside the school day for which they will be paid Ninety Dollars ($90.00) per day, Fifteen Dollars ($15.00) per hour, up to a maximum of two (2) days beyond the initial six (6) hours.

Effective with the 2001-2002 school year, bargaining unit members who fail to complete the required six (6) hours will forfeit one (1) personal day. If the bargaining unit member has exhausted his/her personal days, his/her pay will be reduced by one (1) day's per diem amount, prorated to the amount of inservice time missed.

C. NEOEA Day shall not be a scheduled workday for a bargaining unit member unless an NEOEA Day inservice activity is scheduled by the Board. In such instance, the bargaining unit member shall have the option to select which activity he/she attends.

D. One (1) workday, without students, at the beginning of the school year. A bargaining unit member may choose to work one (1) additional full workday, within ten (10) weekdays prior to the beginning of the teacher work year shall be paid a $300.00 stipend to be paid by September 30th of each year.

E. One-half (1/2) workday, without students, at the end of the first semester;

F. One (1) workday, without students, at the end of the school year for the preparation of reports;

G. The Board shall not schedule, as a regular workday, any of the following days:

1. New Year's Day;
2. Martin Luther King Day;
3. Presidents' Day;
4. Good Friday;
5. Memorial Day;
6. Labor Day;
7. Thanksgiving Day; or
8. Christmas Day.

H. Newly hired bargaining unit members will have up to two (2) additional days at the beginning of the school year for inservice for the Entry Year/Mentor Program and district programs (need for district programs to be determined by district administration based on number and type of E.Y.T.'s). Participants will be paid the District inservice rate of pay for up to two (2) days.

10.012 Makeup Days

A. As part of the school calendar, the Board shall include make-up days in order of priority.

B. If, after the Board has adopted the school calendar for any given school year, it is necessary for the Board to revise the calendar, Association representatives will be given an opportunity for input as to the calendar revision.

10.013 Reduction In Length of Work Year

If, during this contract, the work year is reduced below one hundred eighty-four (184) days, there will be no reduction in the annual salary as shown in Appendix B.

10.014 School Calendar

The Board shall adopt the district calendar subject to input from the Brunswick Education Association.

10.02 WORKDAY

10.021 Length of Workday

A. The workday for each bargaining unit member shall be seven and one-half (7-1/2) hours devoted to in-class instruction, student conferences, lesson preparation, parent conferences, curriculum development, student supervision, collaborative teaming, and performance of other functions as defined in the job description for teachers.

B. The nature and responsibility of a bargaining unit member's assignments require a certain portion of preparatory work to be performed at home.

C. Bargaining unit members are required to attend one (1) Open House held within the school year. Open House held prior to the first workday of the school year will require 100% agreement/consent of all voting bargaining unit members assigned to the specific building (building assignment). A closed ballot process will be initiated and the vote tally will be overseen/observed by a BEA representative and the building principal. This ballot process requires no less than 100% agreement. The BEA representative will notify the BEA President of the ballot and the results. The ballot process for the following year will take place prior to the end of the current school year. Once the date is set it will apply for all building employees for the subsequent school year. Employees assigned to the building after the Open House date is set may make alternate arrangements with the building principal.

D. Any bargaining unit member who does not attend Open House will be deducted one-half (1/2) personal day unless other arrangements have been approved by the building principal.

10.022 Duty Free Lunch Period

Included in the workday of a bargaining unit member shall be a duty free lunch of at least thirty (30) consecutive minutes.

10.023 Preparation Time

A bargaining unit member who has a classroom teaching assignment shall have preparation time during which he/she will not be assigned duties other than planning, lesson preparation, or conference duties. This time shall be during regular student school hours and shall, as a minimum, be as follows:

A. Elementary School: An average of two hundred (200) minutes per five (5) day week.

B. Middle School: One (1) regular class period per day; and

C. High School: One (1) regular class period per day.

D. No bargaining unit member shall have less than two hundred (200) minutes, within the student day, per five (5) day week.

E. Within the minimum two hundred (200) minutes, preparation time for all bargaining unit members shall be in blocks of no less than twenty (20) minute periods.

F. The Director of the Performing Arts Center shall have one (1) period of release time per day to fulfill his/her duties.

10.024 Scheduled Duties

A. The workday of a bargaining unit member employed as a High School teacher shall not exceed three hundred seventy (370) minutes per day for classroom instruction and supervision.

B. During the length of this Contract, the workday of a bargaining unit member employed as a Middle School teacher shall not exceed three hundred seventy (370) minutes per day for classroom instruction, team planning and supervision. This time must include a structured team planning period in addition to an individual planning period for those assigned to a team.

C. The workday of a bargaining unit member employed at the Elementary level shall not exceed three hundred seventy (370) minutes student contact and preparation time (as in Subsection 10.023A). In the event of alteration in the transportation schedule, this maximum may be exceeded. It is understood that such instances shall be occasional exceptions to the normal workday schedule.

10.025 Number of Preparations

A. A bargaining unit member assigned to the High School shall be assigned no more than three (3) class preparations or two (2) different subject preparations during

any given grading period, if possible. If it becomes necessary to assign more than three (3) different class preparations or two (2) subject preparations or more than five (5) classes during a grading period to a bargaining unit member, that member will not be given an assignment of noninstructional duties.

B. A bargaining unit member assigned to the Middle School shall be assigned no more than three (3) different class preparations during any given grading period. If it becomes necessary to assign more than three (3) different class preparations, that member will not be given an assignment of noninstructional duties.

C. When student enrollment necessitates six (6) instructional periods per teacher, bargaining unit members will not be required to carry six (6) periods of instruction for a period exceeding two (2) consecutive years (starting with the 2004-2005 school year).

D. The bargaining unit member opting to volunteer for a 6th period of instruction will be given first consideration by the building administrator and if assigned it will not be counted as one of the consecutive years.

10.026 IEP/MFE/IAT Writing/Meetings

IEP/MFE/IAT meetings will be held within the teacher workday and according to length of meetings as defined in 10.032, when possible. Teachers will be provided twenty-four (24) hour notice of IEP/MFE/IAT meetings. When such meetings are held outside these parameters the bargaining unit member shall be compensated at the rate of Forty Dollars ($40.00) per hour.

10.027 Special Education Annual IEP Plan Conferences

Each special education teacher required to prepare a minimum of one (1) IEP plan shall be given no less than one (1) full day of preparation time per school year. Teacher release restricted to in building assignment.

10.028 Alternate Assessments

Each teacher required to prepare/produce more than one (1) alternate assessment will be granted one-quarter (1/4) of a day of release time. Each assessment over one is equal to one-quarter (1/4) day release time. A maximum of two (2) days per teacher of release time will be granted. Teachers with the same building and teaching assignment will be given the same release time for the specific purpose of completing alternate assessments.

10.03 MEETINGS CALLED BY ADMINISTRATORS

10.031 Notice

No staff meetings shall be scheduled without at least three (3) days' notice, except in cases of emergency. Emergency is defined as an act or event that requires immediate corrective action, compliance or reaction to protect the welfare of a stakeholder (student,

parent, teacher, support staff member, the District or public).

10.032 Length of Meeting

A bargaining unit member will not be required to remain longer than one (1) hour beyond his/her normal scheduled departure time to attend a parent, staff, or other meeting called by administrators, nor be required to arrive more than one-half (1/2) hour before their normal arrival time.

10.033 Day Restrictions

Except in case of emergency (as defined in 10.031), no member shall be required to attend any meeting or event after the end of the student day of the last workday of any workweek.

10.034 District-Wide Meetings

The district may hold mandatory meetings for proficiency, grade level or subject area issues to accommodate program needs. Notice of such meetings will be published at least three (3) weeks in advance and identified as "a district meeting with mandatory status". No bargaining unit member shall be required to attend more than three (3) of these meetings per year. Meetings will be scheduled to begin so that all affected teachers may participate regardless of their building's dismissal times and will not last more than one hour in length. Bargaining unit members who are directly responsible for supervision at a school-sponsored performance or competition may be excused from the district meeting with pre-approval from the administrator calling the meeting. The bargaining unit member may be required to attend a make-up meeting or secure the shared materials through a means prescribed by the administrator. If a bargaining unit member is in attendance at work that day and does not attend a required district-wide meeting, his/her pay will be reduced by one (1) hour's pay calculated at the per diem rate.

10.035 Scheduled Building Meetings

A. No more than four (4) building level meetings shall be required before or after the teacher workday during a calendar month except for MFE, IEP, IAT or 504 meetings. Bargaining unit members will not be required to attend more than one (1) MFE, IEP, IAT or 504 meeting before or after the workday on the same day.

   Up to four building meetings per year may be used for the purpose of middle school department coordination and professional learning community activities. Such meetings may be held at a common site. SACS must coordinate meeting schedules and agendas with building principals and the education office.

B. Not including MFE, IEP, IAT, or 504 meetings, a teacher will not be required to attend more than eight (8) building meetings per month within the teacher workday.

10.036 Restricted Scheduling of Meetings

A. No meetings shall be scheduled before or after the student school day two (2) school days prior to and two (2) days after the last day of the grading period with the exceptions below.

B. No meetings shall be scheduled on the 2nd Monday of each month with the exceptions below.

Exceptions:

- Meetings where bargaining unit members receive additional compensation.
- IEP/IAT/MFE meetings required to comply with mandatory special education timelines.
- Except for emergencies, meetings routinely scheduled before or after the student day, but cancelled per this provision will not be rescheduled during the student school day.

10.04 CLASS SIZE

10.041 The ratio of teachers to pupils on a District-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-four (24) pupils in average daily membership. Said ratio shall be calculated in accordance with Ohio Revised Code Sections 3317.02 and 3317.023.

10.042 The ratio of teachers to pupils in Kindergarten through Fourth Grade on a District wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-four (24) pupils in average daily membership. Said ratio shall be calculated in accordance with Ohio Revised Code Sections 3317.02 and 3317.023**.**

ARTICLE 11. INDIVIDUAL RIGHTS

11.01 DISCIPLINARY ACTION

11.011 Disciplinary Action Defined

A. Disciplinary action shall include verbal reprimands, written reprimands, suspension with or without pay, and termination. Verbal and written reprimands may be issued by the building or central office administrators.

B. The grievance procedure may not be used to challenge a discharge where the bargaining unit member elects to follow the statutory procedure to challenge a termination.

C. Prior to issuing reprimands, the Administration will thoroughly investigate alleged inappropriate conduct or policy or law violation.

D. Pre-Discipline Notification

The administrator shall notify the employee of the concern(s) at least twenty-four (24) hours prior to the scheduled conference except for emergencies.

E. Conference

After the Board's investigation of charges, the bargaining unit member shall be given the opportunity to review the evidence, present evidence and respond during the conference prior to the administrator formulating employee discipline.

F. Resolution

The bargaining unit member shall be informed of the administrator's decision regarding the concern(s). The bargaining unit member shall have the right to union representation in all matters that may result in disciplinary action.

11.012 Just Cause

No disciplinary action against a bargaining unit member will be taken without just cause.

11.013 Verbal Reprimands/Warnings

Confirmation of verbal warnings will be provided in writing.

11.02 ACCESS TO PERSONNEL FILES

11.021 Right To Review

A. A bargaining unit member may review his/her personnel file within a reasonable, agreed upon time, not to exceed one (1) week after filing a request to review such file. Such request shall be in writing and shall be made to the Superintendent.

B. In the event any person, other than the employee's Supervisor or other Administrator, seeks to review the personnel file of a bargaining unit member, the member and the Association shall be notified at least five (5) days in advance of such review. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. The employee shall have the right to be present at the time of the review and shall have the right to be accompanied by a representative of his/her choice.

11.022 Right To Have Representative Present

A bargaining unit member shall have the right to have an Association representative present during all meetings related to his/her personnel file.

11.023 Right To Have Copy of Material In File

A. A bargaining unit member shall be given a copy of any material placed in his/her personnel file after initial employment. If the member requests additional copies of

such material, he/she shall pay Five Cents ($.05) per page for copies beyond two (2).

B. No material derogatory to an individual's conduct, service, character, or personality will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The individual will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy. Should the bargaining unit member refuse to sign the file copy, such refusal shall be noted and the material may then be placed in the file.

11.024 Right To Challenge Contents of File

After such review, a bargaining unit member shall have the right to indicate those items which, in his/her opinion, lack the accuracy, relevance, timeliness, or completeness that is necessary to assure fairness in any determination made with respect to him/her on the basis of the information. The member shall further have the right to submit written and/or verbal evidence to the Superintendent to substantiate his/her claim.

11.03 RIGHT TO REPRESENTATION

11.031 Representation At Conferences

A bargaining unit member, upon his/her request, has the right to be represented by the Association at any conferences with a member of the Administration; provided, that the representative selected by said member is sufficiently conveniently available as to not unduly delay the disciplinary conference.

11.032 Removal From Classroom

It is not the intention of the parties that the foregoing provision will prohibit the Board from removing a bargaining unit member from a classroom in extraordinary circumstances; provided, that a disciplinary conference with a representative available, if requested, is arranged within a reasonable time after the action is taken.

11.04 COMPLAINTS BY PARENTS, STUDENTS, AND/OR EMPLOYEES

11.041 A complaint against or concern about a bargaining unit member cannot be referenced in an evaluation or discipline unless all of the following conditions are met:

- An administrative investigation substantiates the complaint or concern or reveals other misconduct which the administrator wishes to address.
- The member is made aware of the complaint or concern no later than ten (10) school days after it is brought to the administrator.
- The bargaining unit member is given the opportunity to respond to the complaint

Any written complaints received will not be placed in a bargaining unit member's personnel file unless the complaint is signed by the complaining party and the above conditions have been met.

11.042 If the complaint is used or referenced in the personnel file, the provisions of Article 11 pertaining to personnel files shall be followed. Nothing contained in this Article prohibits the Board or members of the administrative staff from maintaining working files, which are not to be used for purposes of evaluation or discipline. The parties agree that the only files used for purposes of evaluation and discipline will be those to which the right to be notified of a written complaint and to receive a copy apply.

11.05 PAYROLL DEDUCTIONS

In addition to those deductions required by law, upon proper authorization the following payroll deductions shall be made and shall be forwarded in a prompt and timely manner to the proper authorities. When there are no limitations or constraints imposed by third parties, the Treasurer shall distribute payroll deductions to the receiving parties with the distribution of the payroll. The parties may mutually agree to add to this list or subtract from this list of deductions at any time during the term of the contract upon the signing of a Memorandum of Understanding.

A. Medina County Federal Credit Union: two (2) deductions per month;

B. Tax Sheltered Annuities: two (2) deductions per month;

C. Income Protection Insurance through Washington National Insurance Company: one (1) deduction per month;

D. Association Dues: ten (10) equal deductions beginning with the first pay November;

E. Fund for Children in Public Education: a uniform system of deductions to be agreed upon by the Association and the Board by the fifteenth of the month preceding the month in which the deductions would begin; and

F. Additional life insurance deductions in compliance with the carrier's rules and regulations.

G. Fair Share Fees: two (2) deductions per month for ten (10) equal installments beginning within fifteen (15) days of the end of the rebate filing period as determined by the Association.

H. Charities

I. Group Medical Insurance

J. Brunswick Education Association

K. IRS Section 125 Plan: The Board will add availability of an IRS Section 125 program to all interested employees. The Board will pay for all initial startup

expenses to initiate the program. Monthly participation fees will be paid by the bargaining unit members using the program.

L. Citizens for Excellence in Brunswick Schools

11.06 RECOVERY OF OVERPAYMENT

11.061 Overpayment Exceeding Five Percent of Gross Pay For A Pay Period

A. Where a check(s) to a bargaining unit member results in total overpayment in gross wages which exceed five percent (5%) of the bargaining unit member's gross for a pay period, such overpayment shall be recovered by reducing the gross biweekly salary in equal amounts, for each remaining pay period for completion of salary payment for the current school year, except:

1. Full repayment to be made by the bargaining unit member upon termination of employment, whether such termination is voluntary or involuntary;

2. Full repayment to be made by the bargaining unit member upon receiving any unpaid leave of absence for more than one (1) month's duration; and

3. Full repayment to be made by the bargaining unit member if there is any finding by the State Auditor's Office against the Board or any agent of the Board that the agreed upon repayment plan is improper.

C. The bargaining unit member may agree to a shorter period of time for recovery of the overpayment.

11.062 Overpayment of Less Than Five Percent of Gross Pay For A Pay Period

Where the total overpayment in gross wages is five percent (5%) or less of the bargaining unit member's gross pay for a pay period, the full amount of overpayment shall be collected through salary reduction at the earliest date.

11.07 PROTECTION OF PROPERTY

While not accepting the responsibility for items, the Board will work through the building principal to provide a secure place for a bargaining unit member to place his/her personal effects which are necessary in the performance of his/her duty.

11.08 NO REPRISAL

There will be no reprisal of any kind taken against a bargaining unit member by reason of his/her membership or nonmembership in the Association or by reason of his/her participation in any of its legal activities.

11.09 FACULTY PASSES

One (1) individual pass to each home athletic contest will be issued to a bargaining unit member upon the agreement of said member to be available for supervisory duty upon request during the course of the event for which the pass is issued. This pass shall not be transferable.

11.10 THIRD PARTY BENEFICIARY

A bargaining unit member is a third party beneficiary of this Agreement and as such is entitled to all benefits and rights provided herein and is obligated to perform all duties and obligations provided herein.

11.11 RIGHT TO PERSONAL PROTECTION

A. The Board shall comply with all applicable Federal and State health and safety laws and regulations.

B. In the event a student physically assaults a bargaining unit member, subject to rights of due process the student shall be removed immediately from the member's classroom and shall be suspended or expelled. Upon the student's return from suspension or expulsion, the Administration shall make all reasonable efforts to see that the student is not assigned to any class conducted by the member the student assaulted, unless the bargaining unit member agrees to the assignment.

C. In the event of repeated incidents of menacing by a student toward bargaining unit member where no effective remediation has occurred, the member shall reserve the right to invoke the procedure set forth in Section 11.11B**.**

ARTICLE 12. EVALUATION

12.01 EVALUATION

The Brunswick City School District and the Brunswick Education Association mutually agree to follow three (3) tracks for evaluation:

TRACK ONE Entry year teachers (PAR)

TRACK TWO Non-entry year teachers and all those not identified as needing assistance (District process for novice/experienced teachers, Subsection 12.011, Paragraphs A through M)

TRACK THREE Teachers needing assistance (Subsection 16.013)

12.011 Procedure

A. A written evaluation of first year teachers will be completed according to the Peer Assistance and Review Program (PAR) in Article 16.

B. A written evaluation using observations, artifacts, inputs (see paragraphs E & F below) and conferences shall be made annually on a bargaining unit member who is in his/her 2nd, 3rd, and 4th year in the district, except as noted in C below. These bargaining unit members shall be identified as Novice Teachers and evaluations shall use the Novice form.

C. A written evaluation using observations, artifacts, inputs (see paragraphs E & F below) and conferences shall be made at a minimum of once every four (4) years on -- bargaining unit members who are:

- Employed in the district in their 5th year and beyond or
- Who have attained continuing contract status (tenure), regardless of their years of employment.

These bargaining unit members shall be identified as Experienced Teachers and evaluations shall use the Experienced form. A supervisor may choose to evaluate a bargaining unit member more often.

D. A written evaluation using observations, artifacts, inputs (see paragraphs E & F below) and conferences shall be made on a bargaining unit member the year he/she becomes eligible for and provides timely notice of eligibility for a continuing contract (tenure) no matter where it falls in the four (4) year cycle. Tenure-eligible bargaining unit members will be evaluated using the Experienced form.

E. Evaluations shall be conducted by certified/licensed employees of the Board of Education that have a role in supervision of the bargaining unit member in his/her performance of duties. When input from administrators other than the evaluating administrator is provided, the input must be based on direct observation and, if negative, the administrator(s) must have shared the information with the bargaining unit member and must have submitted it in writing to the teacher and evaluating administrator prior to its inclusion on an evaluation.

F. No bargaining unit member will be required to evaluate another bargaining unit member unless he/she serves as a PAR consultant. Bargaining unit members in the roles of coordinators (for example, high school department chairs, middle school subject areas-coordinators, team leaders, elementary grade-span Elementary Learning Team coordinators, special education coordinators, prevention coordinators) may provide inputs to be included in the evaluation process. The inputs need to be:

- Within the scope of the bargaining unit members' responsibilities
- Based on direct observation and/or supported by documentation. Administrators will weigh the validity and value of all such inputs prior to referencing them in a formal evaluation.

G. Evaluations shall include identification of the primary evaluator, a written notification for evaluation from that evaluator made no later than December 15 of the evaluation year, a data gathering conference, a minimum of two (2) formal class observations (one [1] announced and one [1] unannounced) with classroom observation feedback for each visit, informal observations, and a post evaluation

conference.

H. The initial request for artifacts may be for no more than five (5) artifacts per domain and must allow the teacher a minimum of seven (7) days to provide the requested items. As the evaluation process progresses, the administrator may request additional artifacts.

I. Feedback on formal observations may be verbal or written, should include suggestions for improvement as appropriate, will document in writing any areas of concern, and should be shared as soon as possible after the observation date.

J. Evaluations shall be done in writing and may include narrative comments on areas of strengths and weaknesses, as well as suggestions for improvement. Such comments should reflect how well the teacher plans for instruction, maintains an appropriate classroom environment, delivers instruction (according to state standards) and fulfills his/her professional responsibilities. Such evaluations shall be recorded on forms consistent throughout the district for similar categories of bargaining unit members and must be given to the teacher on or before May 15.

K. District and state assessment scores shall not be used as the sole criteria to evaluate a bargaining unit member. If such data is used, the evaluator must take into account the following: class profile, longitudinal data over a three (3) year period, and the length of time the teacher has been in that particular assignment.

L. Any bargaining unit member receiving an "unsatisfactory" rating in one or more of the components will be placed in the PAR Intervention Program for the following school year and will be subject to Article 16.

M. A bargaining unit member shall sign a completed copy of his/her written evaluation. A copy of all written evaluations shall become part of the personnel file of the bargaining unit member. Signing acknowledges receipt of the evaluation and that the conference took place.

12.02 OPEN APPRAISAL

12.021 Knowledge of Observation

All monitoring or observation of a bargaining unit member shall be conducted openly and with full knowledge of said bargaining unit member.

12.022 Electronic Equipment

Electronic equipment shall not be used in gathering data for evaluation without prior written consent of the bargaining unit member.

12.03 CORRECTION OF DEFICIENCIES

12.031 A bargaining unit member whose last regular evaluation, as per Section 12.011, above, indicates that the bargaining unit member is deficient in any way in the area of classroom performance shall be evaluated two (2) additional times during

the school year, unless the regular evaluation occurs after April 15th. These additional evaluations shall consist of a minimum of two (2) observations each. All such observations shall be at least thirty (30) minutes in length.

12.032 At least two (2) observations shall be preceded by a conference between the evaluator and the bargaining unit member in order for the individual member to explain his/her plans and objectives for the class to be observed.

12.033 All such observations shall be followed within ten (10) days by a conference between the evaluator and the bargaining unit member**.** At this conference, the evaluator shall provide the individual with specific, rational, written suggestions toward improvement and shall jointly develop a definite assistance plan for improvement.

12.034 Deficiencies in classroom performance occurring in a regular evaluation performed after April 15th may be addressed in the bargaining unit member's individual assistance plan for the following school year.

12.035 Deficiencies in areas not affecting classroom performance shall not be the sole criteria for decisions concerning continued employment. This limitation does not apply to proceedings for termination under Ohio Revised Code Section 3319.16.

12.036 The provisions of this Section 12.03 shall have been applied with a reasonable time given for correction of deficiencies prior to any nonrenewal which must be based on documentation of uncorrected deficiencies in the individual assistance plan.

12.037 The terms of Section 12.03 of this Agreement will only be used in the event that the PAR Program is not in operation.

12.04 EFFECTS OF PROCEDURES

These evaluation provisions will prevail over the statutory procedures and requirements of Ohio Revised Code Section 3319.111.

ARTICLE 13. WORKING CONDITIONS

13.01 SENIORITY

13.011 Seniority Defined

A. **"**Seniority**,"** as used in this Agreement**,** shall mean length of continuous service in the District as determined from the most recent date of hire (effective starting date) into a bargaining unit position.

B. For all members hired subsequent to January 1, 1988, the most recent date of hire shall be defined as the member's actual first workday.

13.012 Continuous Service Defined

A. Seniority will not be broken by authorized leaves of absence or employment by the Board in a position outside the bargaining unit, or as a result of a planned reduction from which the employee is recalled, but such time will not be counted in computing seniority. Additionally, seniority will not be broken when a bargaining unit member's contract is not renewed at the end of one school year and the individual is then rehired for the subsequent school year. When seniority is equal, the tie will be broken by lot.

B. Seniority for Individual/Small Group Instructors shall not be broken if they are employed in the District during a subsequent school year.

13.013 Breaking of Seniority Ties

A. When seniority is equal, the tie will be broken by placing the names of the bargaining unit members with equal seniority in a container and the Superintendent shall draw one name at a time. The first name drawn shall be considered the least senior; the second name drawn shall be the next senior, etc., until all names are drawn.

B. A bargaining unit member involved in a seniority tie shall be given the opportunity to attend the drawing. Said drawing shall be scheduled at such a time as to permit the member's attendance or he/she shall be given released time to attend. A representative of the Association shall be in attendance at such drawing.

C. Once seniority has been determined by the tie breaking procedure, the order determined shall remain in effect throughout the employee's unbroken relationship with the District.

D. Re-employed retirees from STRS will remain at zero (0) year's seniority. Retired/re-employed individuals shall be issued a one (1) year limited term contract and shall have no bumping rights.

13.02 ELEMENTARY GUIDANCE

13.021 Description of Program

There shall be an elementary guidance program in each school comprised of individual and group services designed to give systematic aid to all pupils in achieving development in educational, personal, social and health concerns. Out-of-school resources, in accordance with established Board policy and procedures, shall be used to implement the guidance program.

13.022 Implementation of Program

The Principal and all of the bargaining unit members employed as elementary teachers shall be involved in the guidance program. The Principal is responsible for coordinating the program. Each bargaining unit member is directly involved in the implementation of guidance practices and activities. Attention is directed to this aspect of the teaching act

during orientation day and recurring in the inservice study, planned by administrators and bargaining unit members.

13.03 INSTRUCTIONAL MATERIALS AND SUPPLIES

13.031 A bargaining unit member may consult with his/her Building Principal or Department Chairperson regarding supply requests for the following school year. Departmental Chair-persons or other designated bargaining unit members shall meet with the Building Principal to help develop the proposed building supply budget. A timeline for budgetary matters, including the opportunity for input, shall be developed/distributed to all bargaining unit members.

13.032 Requisitions may be initiated by a bargaining unit member. All such requisitions are to be processed through the Immediate Supervisor and bears said Supervisor's signature to receive Central Office consideration.

13.033 When a requisition is submitted, item one should always be considered as top priority, with other items following according to importance. Approval will be granted based on monies available and priorities.

13.034 Supervisors will be notified of deletions and shall communicate such to the bargaining unit member(s) involved. Any such deletions are not subject to a grievance under the grievance procedure.

13.04 TEACHER AIDES

13.041 Number of Educational Aides/Teacher

The Board agrees to maintain a minimal Educational Aides/Teacher program as follows:

A. Three (3), six (6) hour Educational Aides/Teacher each school day in each elementary building; and

B. Two (2), six (6) hour Educational Aides/Teacher each school day in each Middle School.

C. The Board reserves the right to implement RIF when conditions identified and established in 9.022 (E.) have been met.

13.042 Administration of Educational Aides/Teacher Program

The administration of the program is the responsibility of each Building Principal in cooperation with the Superintendent. Where a procedural change concerning the administration of the educational program has a direct effect on the building teacher staff, bargaining unit members shall be consulted prior to formation of the procedure under consideration. Recommendation for expansion of the program shall be by the Building Principals through the Administrative Council, to the Superintendent.

13.043 Role of Educational Aides/Teacher

The role of the Educational Aides/Teacher shall be in support of the teacher which may include duties such as: daily lunch, recess, attendance, and other non-teaching assignments. Specific job duties shall be listed by the building administrator prior to the start of the school year with teacher input. List of said duties shall be accessible to the building teachers.

13.05 SUBSTITUTE TEACHERS

Fully certificated substitutes will be employed for absent classroom teachers at all levels, and above the elementary level, for media specialists (librarians), and reading specialists.

13.06 LESSON PLANS

13.061 Curriculum Maps

Bargaining unit members may be required by building principals to develop, co-develop or revise a curriculum map for any course/subject taught. All bargaining unit members will be accountable for following an approved curriculum map for each course/subject taught. Maps will be due by Oct. 15 of each school year.

Maps will serve as overviews of instruction and pacing guides for the teachers whose names they bear. Principals may request revisions with respect to the formats, guidelines and sample maps provided in the district faculty guide or to building goals and district initiatives to improve student learning. Building and district goals and those maps for which a teacher is responsible to develop or revise, will be assigned in writing within the first ten (10) school days of each school year. Principals will provide feedback to assist teachers whose maps must be revised.

Maps may be developed or revised by individual teachers or in teams. In most cases, maps will be revisions of existing maps. In no case will an individual teacher be required to develop or revise more than two maps in any year. The exception is that Special Education and Intervention teachers will prioritize key standards for individual students, via lesson plans and records of student progress.

13.062 Less Than Two (2) Years' Experience

A bargaining unit member in the first two (2) years of service in the District shall file detailed lesson plans with the Immediate Supervisor by the last school day of each week for the following week.

13.063 More Than Two (2) Years' Experience

A bargaining unit member with more than two (2) years of service shall file outline lesson plans on the same schedule as provided in Subsection 13.061, above.

13.064 Outline Plans Defined

Outline plans will provide adequate information for giving assignments to absent students and/or directions to substitute teachers. These outline plans should include materials to be used, i.e. films, video, supplemental materials, websites, etc.

13.07 STUDENT DISCIPLINE

Effective with the 2005-2006 school year, the building Discipline Guidelines with consequences will be shared annually with staff. Administrators will work with teachers to implement these building guidelines. Once a teacher involves the administration, the final disposition is the responsibility of the administrator in accordance with the Board of Education approved Student Code of Conduct. The tone of discipline in the school shall be positive and based upon the purposeful development of self-discipline as a function of the learning process. Most discipline problems should be solved within the framework of the classroom.

13.071 Student Discipline Procedures

The basic responsibility for procedures for maintaining classroom discipline lies with the teacher.

A. The teacher shall be prepared with several levels of disciplinary measures to remedy the situation.

B. Corrective measures for behavioral problems shall relate to the severity or frequency of the problem.

C. The teacher shall use the strongest consequences infrequently.

D. Immediate attention to discipline problems is most effective; the teacher must follow through quickly with disciplinary action, which shall include documented attempts to contact parents/guardians when appropriate.

E. The teacher should consult with other teachers, counselors, and principals on common behavioral problems.

F. When a Middle School/High School pupil has not responded satisfactorily to normal classroom disciplinary procedures, the pupil is to be referred to the proper administrator. When the teacher sends a written disciplinary referral, the administrator shall advise the teacher in writing of the disposition of the referral within five normal work days. The referral from the teacher will consist of a complete report of all related incidents, as well as corrective measures taken.

G. The interruption of a student's education for a minor disciplinary reason is not recommended. When the actions of a Middle School/High School student are clearly disruptive to the educational process, exclusion from class may be necessary. If a teacher requests an administrator to remove a student for a major disruption of the educational process, the student will not be returned to the teacher's class for the remainder of the period.

13.072 Procedures: Assault/Property Damage by Students

All cases of assault and property damage by pupils against a staff member of the Brunswick City Schools shall be considered for appropriate action.

All serious cases of verbal or written threat of physical harm to the teacher, teacher's family members or teacher's property or physical assault against any Brunswick school employee which takes place on school property or at school events shall be reported to the principal. The assaulted person and the principal will discuss further action to be taken.

Similar threats which occur off school property will be reported to the local authorities. Every effort shall be made by the administration to remove the student from the teacher's class or supervisory assignment.

13.08 SCHOOL DESIGN

Bargaining unit members will be given the opportunity for input in the drawing of educational specifications and the review of plans in consultation with the Superintendent and architect, when a new building is planned.

13.09 INSTRUCTIONAL FREEDOM/RESPONSIBILITY

The Board and the Association agree that instructional freedom and responsibility are essential to the fulfillment of the purposes of the School District, and they acknowledge the fundamental need to protect a bargaining unit member from unreasonable censorship or restraint which might interfere with his/her obligation to pursue truth in the performance of his/her teaching functions. The classroom is not a forum to advance an individual's personal or political agenda.

13.10 SMOKE-FREE WORK PLACE

13.101 All Brunswick City School property shall be designated smoke free.

13.102 The District insurance plan shall cover the employee cost of participation in any Smoke Cessation Program that is approved by the District's insurance program.

13.11 DRUG-FREE SCHOOLS

13.111 No member of the Brunswick Education Association of the Brunswick City School District shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.R.F. 1300.11 through 1300.15.

13.112 Workplace includes any Brunswick City School District building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off-school property during any

school sponsored or school-approved activity, event or function including but not limited to field trips or athletic events, where students are under the jurisdiction of the Brunswick City School District.

13.113 As a condition of employment, each employee shall notify his or her Supervisor of his/her conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after conviction. The term "conviction" means a finding of guilt (including a plea of *Nolo Contendere)* or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

13.114 The Brunswick City School District is required to take appropriate personnel action against an employee convicted under a criminal drug statute, within thirty (30) days after receiving notice from an employee of such a conviction, the Act directs the School District to take appropriate disciplinary action up to and including termination or to require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. Any personnel action taken will be at the discretion of the Board**.**

13.115 As a condition of employment, each employee shall abide by the terms of the written statement.

13.116 Each employee shall be given a copy of this policy statement.

13.117 Sanctions against employees, including nonrenewal, suspension and termination, shall be in accordance with the Negotiated Agreements between the Brunswick Board of Education and the Brunswick Education Association and applicable State laws.

13.12 BUILDING SECURITY

13.121 The Board shall take precautions so that all bargaining unit members have the opportunity to work in an environment in which reasonable and prudent measures have been taken to ensure the safety of members while engaged in professional responsibilities.

13.122 Toward this end, a Security Committee will be formed with representatives from each building, the objective of which will be to collaboratively design building security plans. Building security audits will be completed in each school building in the District. Results of each audit will be examined/evaluated by the security committee and incorporated into security plans where appropriate. Additionally, the Board will install a call button or phone in each classroom or work site. This installation will be completed by September 1999.

13.13 ELECTRONIC GRADING SYSTEM AND PARENT COMMUNICATION

A bargaining unit member, who serves as teacher of record, will be required to post weekly student progress in the electronic grading system. Parent communication is required prior to the 7th week of the grading period when a student's grade is averaging below 70%. Teachers will maintain a log and/or email contact with parents of students receiving these grades. This log will include parent responses to the notification.

13.14 MOVING TO NEW BUILDING

13.141 Bargaining unit members moving to new buildings will be responsible for packing and unpacking of items to be moved.

13.142 Moving of all items will be the responsibility of persons outside the BEA bargaining unit.

13.15 JOB SHARING

13.151 Purpose, Establishment and Continuation

There will be job sharing as to any position only as specifically agreed to in concept by the building principal and approved by the Superintendent. Approval of a job sharing arrangement for any one (1) year shall not constitute approval of such arrangement of the subsequent year.

Job sharing shall be utilized to allow bargaining unit members to continue working while meeting other personal or professional commitments such as but not limited to child raising, care of an elderly or ill family member, professional study directly related to the bargaining unit member's growth or advancement as an educator. (Hours of study must be in the teaching field or an area of licensure of the individual or in a college or department of education or applicable to meeting the qualifications leading to additional licensure. Study may not be in professional schools such as medicine or law or to qualify for a different profession.)

Job sharing participants may not be alternately employed except as such work is directly related to the individual's employment with the Brunswick City School District (e.g.: substituting, supplemental contracts, etc.) or to the individual's pursuit of an advanced degree or additional licensure (e.g.: a graduate assistantship).

There will be job sharing as to any position only as specifically proposed through the process outlined in this Article and approved by the Superintendent. Approval of a job sharing arrangement for any one (1) year shall not constitute approval of such arrangement for any subsequent year.

13.152 Definition

Job sharing shall be defined as two (2) individuals sharing the same job such that each has one-half (1/2) of the duties/responsibilities and one-half (1/2) of the salary/monetary benefits of the job**.** Any such arrangement will result in the two

individuals receiving salary and benefits equal to those available to one (1) FTE. Thus, health, vision, and life insurances will be paid by the district up to an amount equal to the Board's share of one family plan, regardless of how the benefits are assigned to the parties involved. Options include but are not limited to arrangements in which

- Each participant receives half of the Board's share of a family plan at district expense, and each pays the difference required to cover the remaining cost of their receiving a full plan.
- One participant receives the Board's share of a full family plan at district expense, and the other waives out and receives no district insurance and no stipend for waiving out.
- Both participants waive out of district insurance coverage and each receives half of the total stipend usually offered for doing so.
- Each participant receives the Board's share of a single plan at district expense. This option is valid as long as the cost to the Board for two single plans is equal to or less than the cost incurred for one family plan.
- In cases where a job share partner is not part of the district insurance plan, coverage can only be gained through a qualifying event (e.g.: loss of spouse, loss of spousal coverage, etc.) as defined by COBRA or during open enrollment periods.
- In the event that both sharing partners choose to opt out and receive the stipend, and one (1) partner experiences a qualifying event, that partner is eligible for up to an amount equal to the Board's share of one family plan at district expense. The other partner is still eligible to receive their share of the stipend as initially agreed upon for the remainder of the job sharing plan.
- In the event that one of the job share partners (Partner A) opts out and Partner B has full family coverage, if Partner A experiences a qualifying event, he or she has the option to purchase insurance coverage at 100% of the Board's share of one family plan. Partner B's coverage and cost will not be changed as a result of Partner A's qualifying event.

13.153 <u>Eligibility</u>

A. Any member of the bargaining unit is eligible to write a job share proposal for the next school year under the terms defined below.

B. A vacancy created by a job share proposal submitted by a single bargaining member will be posted and filled in accordance with Article 8.03. A teacher from outside the bargaining unit is eligible to be considered for a job sharing opportunity with a current bargaining unit member only in the event that there are no qualified internal candidates for the position. A bargaining unit member seeking a job share partner will be included in the interview and selection process for that partner.

13.154 <u>Salary</u>

A. Each person in the job sharing situation is to receive one-half (1/2) of the salary he/she would have received if he/she had been employed full time in the position.

B Advancement on the Salary Schedule shall be according to Article V, Section 5.01, Subsection 5.015.

13.155 Insurance Premiums/Benefits

Unless other arrangements are approved by the Superintendent per 13.152 above, each person shall be eligible for the insurance benefits defined Article V, but each will be responsible for payments of one-half (1/2) of the costs of the monthly insurance premiums for the insurance benefits.

13.156 Reinstatement of Full Time Status

A. Any individual wishing to return to full time employment must notify the Superintendent by the first day of the second semester.

B. A bargaining unit member returning to full time employment from job sharing shall be placed in a comparable position to that held prior to or during the job share. A bargaining unit member not employed with the district prior to the job share will be placed in a comparable position whenever possible. Placement of any bargaining unit member moving to full-time status from a job share will be done in accordance with Article 8 and 9.022B.

13.157 Written Job Sharing Plan

A. Any teachers interested in a job sharing will submit a written job sharing plan, showing in detail all particulars with respect to the proposed job sharing arrangement including the duties and responsibilities to be shared and the manner in which such duties and responsibilities are to be shared**.**, The job share proposal/schedule must be submitted on standardized district forms.

B. Job share proposals are to be submitted to the Personnel Office on or before April 1 of each school year. The proposals will be read by the Assistant Superintendent (Personnel) and the BEA President and recommended to the Superintendent for approval or returned to the author(s) for revision.

13.158 General Requirements for Job Share Arrangements

A. Both job share partners may be required by the building principal or a central office administrator to attend district, building, grade span, grade level, department, and staff meetings as well as the professional development portions of in-service/early release days at no additional cost to the district. Requests to attend meetings/staff development outside the job share calendar will be limited to occasions when the teacher's presence is necessary for his/her professional development or for him/her to take part in IEP, IAT, or other student-related meetings.

B. Job share partners are encouraged to substitute for one another. Absence outside the schedule submitted with the job share proposal will count against the perfect attendance incentive. (Each job share partner is eligible for only 50% of

the value of the perfect attendance incentive.) Absence outside the schedule submitted for the job share will be handled in one of the following three ways as requested by the job share partners.

1. A job share teacher may substitute for his/her partner. After the substitution occurs, the partners will adjust the remaining days of attendance so that neither partner works more than the number of days originally scheduled in their job share calendar. In making this adjustment, the absence will not be deducted from either partner's sick or personal time. Absence related to making the adjustment will count only against the perfect attendance incentive for the job share partner who initiated the absence.

2. Job share partners may choose to substitute for one another for pay. In this case, the absence will be deducted from sick or personal leave time for the partner who originates the absence and will count against his/her perfect attendance incentive. No adjustment will be made to the job share calendar. The partner who works as the "substitute" will be paid in accordance with the district salary schedule for substitute teachers.

3. Job share partners may opt not to substitute for each other and, instead, follow the district procedure for obtaining a substitute for the period of the absence. In this case, the absence will be deducted from sick or personal leave time for the partner who originates the absence and will count against his/her perfect attendance incentive. No adjustment will be made to the job share calendar.

C. The job share calendar and division of instructional responsibilities shall reflect a pattern of on-duty days/partial days and a division of duties for the partners that supports continuity of instruction and allows for timely feedback, reteaching, intervention, and enrichment for students. The calendar shall establish a pattern of attendance for job share partners that is followed consistently throughout the school year (e.g.: a.m./p.m., MWF/TWTh, etc.). Interruption of the attendance pattern in the job share calendar will be charged to sick or personal leave as appropriate. The annual job share calendar cannot include variations from established patters of attendance to allow of travel, vacation, or attention to other personal needs, except for documented medical necessities and in the case of coordinating with partners' children's school calendar(s).

D. Job share partners will accumulate ½ year's sick leave and personal leave.

E. In order for job share partners to earn a full year's service requirement credit with STRS, the job share arrangement must be a 50/50 split with each partner working one-half (1/2) day every work day. Job share arrangements requiring the partners to work fewer than one hundred twenty (120) days may result in less than a full year's retirement service credit as determined by STRS regulations. Job share partners will receive a full year's credit on the district seniority list.

F. Job share authors shall review the job share plan with the building principal in whose building the job share is being proposed, seeking input and approval. Job share proposals without the building principal's signature indicating approval will

not be recommended to the Superintendent for implementation.

G. Criteria for approval of job share proposals at the building level and at the Superintendent's level will include but are not limited to the following: adherence to the guidelines set forth in this article, building and district staffing considerations including the number of job shares at a building or grade level, and the authors' areas of certification, HQT status, teaching experience, levels of performance, training, length of service in the district and/or building.

H. Job share partners whose proposals are not approved may submit a written request for a meeting with the building principal and/or superintendent who will then meet with the bargaining unit member to explain why the job share proposal was not approved.

I. Job share partners will be evaluated in accordance with Article 12 of this Agreement. Job share plans will be evaluated with reference to student progress based on standardized data, parent/student feedback, and the criteria established in this article.

13.16 EMPLOYMENT RIGHTS/RE-EMPLOYMENT

The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not expectation of continued employment or re-employment when a teacher retires from the Brunswick City Schools.

13.161 Seniority

Seniority for retired teachers will be zero upon such employment and will remain at zero upon subsequent employment.

ARTICLE 14. INDIVIDUAL CONTRACTS

14.01 TEACHING CONTRACT(S)

14.011 Employment By Contract

A. The Board shall enter into a written teaching contract for the employment and reemployment of a bargaining unit member.

B. An individual teaching contract or salary notice will be issued annually to each bargaining unit member and shall contain the following:

1. The number of workdays in the school year;

2. The annual salary rate as of the beginning of the school year.

14.012 Limited Teaching Contract

A. The first two (2) limited teaching contracts issued to a bargaining unit member shall be for a term of one (1) year each.

B. After two (2) consecutive years in the Brunswick schools, a bargaining unit member with successful teaching experience, holding provisional or higher certification, and recommended for reemployment will be awarded a two (2) year limited teaching contract.

C. Thereafter, upon continued reemployment, three (3) year limited teaching contracts will be awarded.

D. Should a Reduction In Force be implemented under Article 9, the provisions of Subsection 14.012 A, B and C shall be inapplicable to an individual whose suspended limited teaching contract is to be renewed.

14.013 Continuing Teaching Contracts

A. A bargaining unit member eligible to be considered for a continuing contract shall, upon recommendation of the Superintendent and approval of the Board, be granted within thirty (30) days, a continuing teaching contract, regardless of the length of time remaining on the limited teaching contract.

B. A tenure-eligible bargaining unit member who does not receive written notification of evaluation by December 15 must contact his/her building principal and the Assistant Superintendent in writing no later than the last day of school prior to winter break to confirm such eligibility. Failure to do so will result in delay of consideration for and rewarding of tenure until the following school year. In the meantime, the teacher will maintain his/her regular contract status per Subsection 14.012. Such teachers may be issued a regular, non-probationary one-year limited contract to allow the Board an adequate period of time to conduct an evaluation.

In such cases where deficiencies (U's) are identified in an evaluation prior to April 1 for a tenure eligible teacher and the limited contract is up for renewal, a two year extended limited contract will be issued. PAR Assistance in accordance with Article 16 will be provided during the first year of said contract; an administrator will conduct the evaluation in the second year of the contract.

C. Tenure-eligible bargaining unit members must have completed all course work, obtained official transcripts, filed necessary license applications, and made all related payments prior to April 1. Failure to do so may result in delay of consideration for tenure until the following school year.

D. Teachers who give notice of eligibility for continuing contract consideration while enrolled in any of the PAR components will be not eligible for tenure until the school year in which they are released from that program. Such teachers, if at the end of a limited contract, or who have only one year remaining on their contract, will be issued a one or two-year extended limited contract to allow the Board two years for evaluation. PAR assistance in accordance with Article 16 will be provided

during the first year of said period. An administrator will conduct the evaluation in the second year of that period.

14.014 Supplemental Contracts

A. A supplemental contract shall be issued to a bargaining unit member who is to perform a supplemental duty under Appendix C.

B. Such contract will be issued prior to the performance of such duty, except where the Board has attempted to hire a bargaining unit member qualified for such vacant supplemental duty and has been unable to do so prior to the commencement of the performance of such duty.

C. The Board shall not employ a nonbargaining unit member to a supplemental contract position unless there are no qualified, certificated bargaining unit members who have applied for said position(s). The qualifications for the position shall be posted with the vacancy.

D. Head Varsity Coaches fulfilling supplemental contracts will be evaluated within forty-five (45) days after the completion of their season. This evaluation shall be given in writing at a conference with the Athletic Director and/or the High School Principal.

E. Supplemental contracts shall automatically expire at the end of their one (1) year term and shall not be subject to nonrenewal procedures and requirements outlined in Section 14.02, below.

F. Supplemental contracts that are held by bargaining unit members are not required to be posted each year. Such contracts will be posted if:

1. The bargaining unit member who most recently held the contract no longer wishes to hold such contract;

(OR)

2. The Principal or Administrator wishes to open the position for posting.

G. A committee comprised of four (4) bargaining unit members and four (4) administrators shall develop revised job descriptions and an evaluation process consistent with the District's instructional philosophy and goals. Any changes to Article 14.014 resulting from this process will be agreed to by all committee members and will be recorded in a Memorandum of Understanding between the Brunswick Board of Education and the Brunswick Education Association to be attached as an addendum to this negotiated agreement by February 1, 2006.

14.015 Extended Contracts

All extended contracts are to be considered supplemental contracts and will be paid based on the per diem rate of the bargaining unit member.

14.02 NONRENEWAL OF LIMITED TEACHING CONTRACT

14.021 Notice of Intent To Recommend Nonrenewal

A bargaining unit member whose limited teaching contract is not recommended for renewal shall be notified by the Superintendent on or before April 15 of the year of intended recommendation for nonrenewal.

14.022 Right To Reason(s) For Recommendation of Nonrenewal

A. No bargaining unit member shall be nonrenewed for arbitrary or capricious reasons or without a rational basis in fact.

B. A bargaining unit member receiving notice of the Superintendent's intention not to recommend the renewal of his/her limited teaching contract for the succeeding school year may, within ten (10) days of receipt of such notice, request a meeting with the Superintendent to receive the reason(s) for the intended recommendation. If requested, such reason(s) shall be in writing. At such meeting, the bargaining unit member may be accompanied by a representative of the Association.

14.023 Rights Following Board Action To Nonrenew Subsequent To Superintendent's Recommendation for Reemployment

A. No bargaining unit member shall be nonrenewed for arbitrary or capricious reasons or without a rational basis in fact.

B. A bargaining unit member whose limited teaching contract has been nonrenewed by the Board after said member was recommended for reemployment by the Superintendent may request a meeting with the Board, in executive session, to discuss such nonrenewal. The request will be made within ten (10) days of the Board's action and shall be addressed to the Treasurer. The meeting will be held within two (2) weeks of receipt of the request by the Treasurer. The bargaining unit member may be accompanied at such meeting by an Association representative.

14.024 Effects of Procedures for Nonrenewal of Limited Term Contracts

Any nonrenewals under Article 14 will be governed strictly by these procedures which supersede and prevail over Ohio Revised Code Sections 3319.11 and 3319.111. Only alleged procedural violations under Article 14 may be grieved to binding arbitration. Otherwise, absent procedural violations, the final determination to nonrenew the teacher’s contract is not grievable or subject to challenge. All notifications under Article 14 shall be in writing by certified mail or hand delivery within two (2) days of Superintendent or Board action. (Nonrenewal resulting from a teacher’s release from the PAR program under Article 16 will be governed exclusively by Article 16 and will not be subject to these procedures.)

14.03 TERMINATION OF TEACHING CONTRACT

Termination of a teaching contract shall be made according to the statutes of Ohio and not through the grievance/arbitration provisions of this Master Agreement.

ARTICLE 15. ASSOCIATION RIGHTS

15.01 RIGHT TO PAYROLL DEDUCTION OF DUES

15.011 Authorization For Deduction

A. Upon the written authorization of a bargaining unit member, the Board shall cause to have deducted from said individual's wages the prescribed amount of Association dues.

B. The enrollment period for such deductions shall be from September 1 to October 20 each year. The Association will forward to the Treasurer all such authorizations at one time by the October 20th date.

15.012 Length of Authorization

Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Treasurer.

15.013 Notification of Withdrawal of Authorization

A. Such deduction shall be irrevocable for periods of one (1) year except that authorization may be withdrawn during the period beginning with the first day of school and ending September 15.

B. Notification of desire to withdraw payroll deduction authorization shall be submitted, in writing, by the bargaining unit member to the Treasurer during such period. The bargaining unit member shall furnish the Association President with a copy of such notification.

15.014 Schedule of Deductions

A. The deductions shall be made in ten (10) equal consecutive payments beginning with the first pay in November.

B. The balance of the annual deduction shall be deducted from the final paycheck of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after October 20 of any school year during the duration of this Agreement.

15.015 Transmittal of Deductions

Deductions so made shall be promptly forwarded to the Association Treasurer at his/her home address.

15.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS

15.021 Leave To Conduct Association Business

A. The Superintendent shall grant an accumulative total of up to twenty (20) days paid leave per school year, to be divided among Association members, selected by the Association, to conduct Association business. An additional twenty-five (25) days shall be granted, however, the Association shall reimburse the Board for the cost of substitutes employed for absent members using any of these additional days. No member, with the exception of Association officers, shall use more than five (5) days of leave under this Section during any school year.

B. Whenever possible, the Association President shall notify the Superintendent at least seven (7) days in advance of the date(s) such bargaining unit member(s) shall be absent. These days shall be considered professional leave days for EMIS reporting purposes.

15.022 Leave To Participate In Negotiations

Whenever a negotiating meeting is scheduled between the representatives of the Board and the Association during work hours, members of the Association's team will be excused from duties without loss in pay or benefits to participate in such meeting and the Board will provide substitutes in the classroom, if necessary.

15.023 Access To Buildings To Conduct Association Business

Association representatives will have access to all school buildings for meetings with bargaining unit members, provided that the representative checks in with the Building Principal and that the exercise of this right does not interfere with the educational program.

15.024 Early Dismissal To Attend Association Meetings

Upon prior notification to the Building Principal, duly-elected Association representatives and officers shall be granted early dismissal after the instructional day has ended, if necessary, without loss of pay to attend one (1) monthly Association meeting.

15.025 Meetings With Administrators

A. Any meeting scheduled with an Association representative(s) by the Board or its representative(s) during the school day may be attended by the Association representative(s) without loss of pay.

B. Upon request, the Association officers may meet with the Superintendent at a mutually convenient time.

15.03 RIGHT TO INFORMATION

15.031 Agenda and Minutes of Board Meetings

Two (2) copies of the complete Board agenda and financial report, as available, shall be sent to the Association President prior to each Board meeting. Two (2) copies of the official Board minutes shall be forwarded to the Association President.

15.032 Newly Employed Bargaining Unit Members

The Association will be provided the name and address of a new bargaining unit member after the Board has acted upon his/her teaching contract.

15.033 Retiring Bargaining Unit Members

Upon request of the Association, the Board will provide a list of known retirees.

15.034 Board Policy

A copy of the current Board policy will be provided for the use of the Association President.

15.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES

15.041 Buildings

A. The Association will have the right to use school buildings without cost, at reasonable times, for meetings.

B. The Superintendent and the principal of the building used for meetings by the Association, will be notified by the Association in advance of the time and place of such meetings.

15.042 Mailboxes

A. The Association shall have use of staff mailboxes, e-mail, and building fax machines for Association news material, and may designate the boxes of Association members.

B. The Association will have the right to use the inter-school mail system to communicate with Association representatives.

C. The Association shall have the right to annually designate the boxes of faculty representatives and officers in each building.

15.043 Bulletin Board

The Association shall have the use of bulletin board in staff lounges or workrooms.

15.05 FAIR SHARE FEE

15.051 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Brunswick Education Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

15.052 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

15.053 Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

Payroll deduction of such Fair Share Fees shall begin in accordance with Section 11.05G, herein, except that no Fair Share Fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

B. Termination of Membership During the Membership Year

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

C. The balance of the annual Fair Share Fee shall be deducted from the final paycheck of the bargaining unit fee payor resigning his/her position, receiving a leave of absence or having his/her employment terminated after January 1 of any school year during the duration of this Agreement.

15.054 Transmittal of Deductions

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

15.055 Procedure For Rebate

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

15.056 Entitlement To Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/ rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

15.057 Indemnification of the Board

The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

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

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

C. The Board agrees to: 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or 3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;

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

15.06 LABOR/MANAGEMENT RELATIONS COMMITTEE

15.061 Purposes

In an effort to solve problems before they become formal grievances, the Administration agrees to establish a Labor/Management Relations Committee consisting of representatives of both the Association and the Administration. Its main functions shall be: to confer on all matters of mutual concern; to keep both parties to this Contract informed of changes and developments caused by conditions other than covered by this Contract; to keep the staff of all departments working at peak efficiency; and to confer over potential problems in an effort to keep such matters from becoming major in scope.

A. All issues shall first be discussed at the building level with the building administrator.

B. Upon the request of either party, administrator or head building representative, will schedule a meeting as needed to discuss building BEA issues collaboratively.

15.062 Composition

The Labor/Management Relations Committee shall consist of no more than four (4) representatives from each party, unless the parties mutually agree that additional representatives may attend a specified session.

15.063 Meeting Format

The meetings of the Labor/Management Relations Committee are intended to be informal in nature. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes of meetings shall not be kept; however, any agreements reached shall be reduced to writing. Each month, the Administration will provide a written response to issues raised by the Association the preceding month, and the Association will provide written response to issues raised by the Administration the preceding month.

15.064 Meeting Schedule

There shall be regularly scheduled meetings of the Labor/Management Relations Committee. In addition, either party may request that the Labor/Management Relations Committee meet to discuss matters of imminent concern. Meetings of the Labor/Management Relations Committee shall be held from Monday through Friday between 8:00 a.m. and 5:00 p.m., unless a different time is agreed to by the parties.

ARTICLE 16. - PEER ASSISTANCE AND REVIEW (PAR) PROGRAM - ENTRY YEAR/MENTOR PROGRAM - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

16.01 PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

16.011 The Association and the Board of Education believe that optimum student performance can be achieved only if there is a qualified teacher in every classroom. The parties believe, further, that a peer assistance and review (PAR) program, the primary goals of which are to provide help to teachers entering the profession and to improve the performance of a veteran teacher who is not performing at an acceptable level, can significantly contribute to the attainment of this objective.

A. PAR contains three (3) components: the Entry Year Program, the Intervention Program, and the Self-Referral Program.

B. Program support will be furnished by the Board of Education. The PAR program may be terminated any time by either the Board of Education or the BEA for the succeeding school year with written notice to the other party before May 30th.

16.012 Entry Year Program

A. The entry year teacher is a teacher in the first year (or second year in some limited instances) of employment and all teachers newly hired into the Brunswick School District, regardless of years of service. All entry year teachers must participate in the program. The PAR panel will have the authority to exclude a teacher from the program because of special job-related considerations.

B. A consulting teacher will assume full responsibility for the evaluation of the entry year teacher and make recommendations to the PAR panel for employment decisions. As part of the entry year program, the consulting teacher will:

1. Meet with the entry year teacher to discuss the PAR program.

2. Act as a mentor to the entry year teacher, providing support, guidance, and formative assistance.

3. Observe the participating teacher and assess teaching performance.

4. Communicate regularly with the building principal regarding the progress of the program participant and to discuss reports.

C. The PAR panel will monitor the progress of each participant by reviewing status reports and evaluations regularly submitted by PAR consultants according to a schedule developed annually by the PAR Entry Year Coordinator and the Personnel Director.

D. Not later than six (6) weeks after initiation of the PAR program, the participant may request to have a new consulting teacher which may be assigned at the discretion of the PAR panel. The entry year teacher will be given notification of the deadline date in writing.

E. Employment recommendations (contract renewal, non-renewal or termination) for entry year participants will be made by the PAR panel to the Superintendent. The recommendation will be for one of the following:

- Positive release - participant meets performance goals and is recommended for release from the program and contract renewal.

- Continuation in PAR - continue participation in program for up to one additional school year as determined by the PAR consultant and the PAR panel in order to achieve goals (with the exception of entry year teachers who, having attained tenure in another district, become eligible to be considered for tenure at the end of their second year in the District and will be evaluated by an administrator).

- Termination/nonrenewal - participant does not meet goals. Consulting teacher recommends termination or nonrenewal to PAR panel.

F. An entry year teacher shall be held harmless in the event that the employer fails to provide a consulting teacher.

G. Entry year teachers assigned to the PAR program will retain all rights under the agreement and under Ohio Revised Code.

H. The evaluation procedures set forth in Article 16 shall supersede and prevail over Ohio Revised Code Section 3319.111. Any alleged violation of the procedural aspects related to Article 16 shall be subject to binding arbitration pursuant to Article 4. Any recommendation by the PAR program panel regarding termination or nonrenewal and any Board action on the recommendation of the PAR program panel for termination or nonrenewal will not be subject to challenge under either the grievance procedure contained in Article 4 or under Ohio Revised Code Sections 3319.11, 3319.111, or 3319.16 as the procedures afforded to PAR participants satisfy the participants' constitutional and statutory due process rights.

16.013 Intervention Program

A. The intervention program is designed to assist novice or experienced teachers who are having difficulty. The teacher is placed in the program if he or she receives a score of unsatisfactory on any category of the District applicable evaluation instrument. Once a teacher is approved for intervention, he/she will not be involuntarily transferred into a new assignment. A PAR consultant will be assigned to the individual.

B. A consulting teacher will assume full responsibility for the evaluation of the intervention teacher and make recommendations to the PAR panel for employment decisions. The consulting teacher will:

1. Meet with the building principal, prior to working with a teacher newly identified for intervention, to discuss the case. The building principal will identify problems and offer suggestions for improvement.

2. Meet with the participating teacher to discuss the PAR program intervention and goal setting process.

3. Observe the participating teacher and assess teaching performance for the purpose of determining performance goals.

4. Meet with the building principal and program participant to establish specific performance goals necessary to raise the participant's performance to an acceptable level. If specific subject or program-related concerns are involved, program consultants and supervisors may also be included in this conference.

5. Frequently observe the participant, having both pre-observation and post-observation conferences as often as practical to provide support, guidance, and formative assistance. Subject area consultants and special program area supervisors may be included as frequently as deemed necessary by the consulting teacher.

6. Continuously update the building principal regarding the progress of the program participant and review reports.

C. Not later than six (6) weeks after initiation into the PAR program, the participant may request to have a new consulting teacher which may be assigned at the discretion of the PAR panel. The intervention teacher will be given notification of the deadline date in writing.

D. The PAR panel may call on building principals, PAR consultants, or other school system personnel to participate in discussions regarding the progress and program status of participant.

E. The PAR panel will monitor the progress of each participant by reviewing status reports and evaluations regularly submitted by PAR consultants. PAR consultants will share their recommendations with intervention teachers prior to making that recommendation to the PAR panel. When the panel receives a final status report from a consulting teacher stating that a PAR program participant needs no further assistance or that further assistance will not be productive, a written report of the participant's performance status is completed and signed by all six panel members. Subsequently, in cases where it is determined that further assistance will not be productive, the PAR chairperson, BEA president/vice president, and the Personnel Director will have a conference with the participant to review the report and receive his/her signature. The intervention teacher shall be required to sign the final PAR panel report. Signing the report does not necessarily mean agreement; rather that he/she has reviewed and received a copy of the report. A signed copy of all such reports will be forwarded to the Personnel Director for inclusion in the participants' personnel files.

F. Employment recommendations for intervention participants will be made by the PAR panel to the Superintendent. The recommendation will be for one of the following:

- Positive release - participant meets performance goals and is recommended for release from the program.

- Continuation in PAR - continue participation in program in order to achieve goals (with the exception of employees on extended limited contracts who will be evaluated by an administrator for the next evaluation cycle).

- Termination/nonrenewal - participant does not meet goals. Consulting teacher recommends termination or nonrenewal to PAR panel.

G. Participation in the PAR program continues until the participant is released by the PAR panel. For teachers who are not on extended limited contracts, such release may take place at any time during but no later than two (2) years from his/her initial placement into PAR intervention. A teacher on an extended limited contract must be released within one (1) year from initial placement. After a participant is released from the PAR program, he/she cannot be readmitted to PAR for the same deficit areas.

H. Tenure Eligibility for Intervention Teachers

1. In the year in which a teacher receives an unsatisfactory rating in any performance area, the teacher shall not be eligible for a continuing contract of employment. Teachers who receive an unsatisfactory rating on their administrative performance evaluation will select one (1) of the two (2) following options. Those having less than two years remaining on their current contract will receive an extended limited contract of one or two years as appropriate to facilitate the option of their choice.

   A. Participation in PAR intervention in accordance with the terms outlined in this Article for one (1) year and be subject to administrative evaluations for a subsequent year.

   B. Decline PAR intervention and be subject to administrative evaluation as set forth in Section I. below.

2. First-year intervention teachers who become tenure-eligible and who receive a "U" on any area of the PAR evaluation may be recommended by the PAR consultant for an additional year of PAR intervention. If the additional year of intervention is granted by the PAR panel, and the teacher is positively released at the end of that year, the teacher will be subject to administrative evaluation for tenure the following year. An extended limited contract of one or two years will be granted if necessary to facilitate this process. First or second year intervention teachers may be terminated at the end of the year of intervention based on unsatisfactory performance in a goal area.

I. The administrative evaluation procedure for a tenure-eligible teacher who has received an unsatisfactory on his/her last regular evaluation will be as follows:

1. The teacher will receive a minimum of two (2) formal evaluations, the first to be completed and shared with the teacher before the end of the first semester and the second to be completed and shared with the teacher on or before March 15.

2. Each evaluation will include at least one (1) announced formal observation with a pre-observation conference and at least one (1) unannounced formal observation, in addition to any informal observations.

3. All formal observations will be followed by a conference between the evaluator and the teacher within ten (10) days of the observation. During the post-observation conferences, the evaluator will provide the teacher with specific written suggestions toward improvement. There will be no plan of improvement other than the suggestions for improvement.

4. The final evaluations will utilize the experienced teacher evaluation form.

To the extent that the specific terms of this portion of this Article are inconsistent with Article 12, Article 14, or Article 16, the language herein governs these evaluation procedures and supercedes ORC 3319.11 and 3319.111. Section 12.03 of this

Agreement will not be utilized so long as the PAR program is implemented.

J. Teachers assigned to the PAR intervention program will retain all contractual and legal rights except as set forth in paragraph (K) below.

K. The evaluation procedures set forth in Article 16 shall supersede and prevail over Ohio Revised Code Section 3319.111. Any alleged violation of the procedural aspects related to Article 16 shall be subject to binding arbitration pursuant to Article 4. Any recommendation by the PAR program panel regarding termination or nonrenewal and any Board action on the recommendation of the PAR program panel for termination or nonrenewal will not be subject to challenge under either the grievance procedure contained in Article 4 or under Ohio Revised Code Sections 3319.11, 3319.111, or 3319.16 as the procedures afforded to PAR participants satisfy the participants' constitutional and statutory due process rights.

16.014 Self-Referral Program

A. The self-referral program is designed to assist teachers who feel they could benefit from the assistance and resources of the PAR Program. A teacher desiring such assistance must submit a request for self-referral to the BEA President/Vice President or the Personnel Director. This written request must state the teacher's reasons for requesting admittance to the program (e.g., new grade level or subject assignment, concern from the principal's evaluation, concerns regarding student achievement on local or state mandated assessments, etc.) and must be submitted between May 15th and June 30th (except in cases of involuntary transfer in assignment after June 30th).

B. The PAR Panel will review any self referral requests. The determination to accept the self-referral candidate into the program may be based on the individual's situation and/or the workload of the PAR consultants.

C. The PAR Panel will make a recommendation to the Superintendent on whether or not to accept the referral candidate into the PAR Program. The Superintendent will make the final decision. If accepted, the panel will notify the teacher and the building principal of the final decision and a consultant will be assigned. At the point of acceptance into PAR the teacher's participation in the program is no longer voluntary. The building principal will remain the primary evaluator of the self-referral teacher. Evaluation will be carried out in accordance with Article 12 of this agreement. If the teacher's self-referral request is denied, upon his/her request, the Superintendent and the PAR Panel Chair or Co-Chair will meet with the teacher to explain why he/she was not accepted.

D. As part of the Self-Referral Program, the consulting teacher will:

1. Complete a goal setting agreement in cooperation with the self-referral teacher.

2. Provide regular written documentation to the self-referral teacher and to the PAR Panel regarding the progress the teacher is making toward his/her assigned goals. The self-referral teacher may choose to share this information with his/her principal.

3. Dialogue with the principal regarding the progress of the self-referral candidate. The principal may offer suggestions regarding the specific identified goal areas. The principal will not quote or reference information shared by the PAR consultant in the written evaluation.

E. No later than six (6) weeks after the initiation into the PAR self-referral program, the participant may request to have a new consulting teacher which may be assigned at the discretion of the PAR Panel. The self referral teacher will be given notification of the deadline date in writing.

F. If the self-referral teacher receives an unsatisfactory rating in any part of his/her formal evaluation for the year, he/she will be placed in the PAR Program for the following year as an intervention teacher.

G. The self-referral teacher will be released from the PAR Program at the end of the school year. The PAR consultant's final report on a self-referral teacher will include whether or not each goal has been successfully met. The self-referral teacher will determine if the final report is to be placed in his/her personnel file.

H. The contractual and legal rights of self-referral teachers will be honored.

I. A teacher who becomes eligible for tenure while enrolled in the self referral component of the PAR program will not be considered for tenure during the year of PAR assistance. During the subsequent year(s) he/she will follow one of the two (2) courses of action below:

1. If the teacher receives a "U" in one or more areas of the evaluation completed by his/her administrator during the PAR self referral year, he/she is assigned to PAR intervention for the next year, and the terms and conditions of 16.01 of this Agreement apply.

2. The teacher completes the year of self referral assistance and undergoes administrative evaluation for tenure in the next school year in accordance with Article 12 and Article 16 of this Agreement.

   The teacher will receive a one-year extended limited contract, if necessary, to allow for administrative evaluation in the year following assistance through PAR self referral.

J. After release from any of the PAR Program components, teachers will not be permitted to apply for self-referral for a period of one school year.

16.015 <u>Peer Assistance & Review (PAR) Panel</u>

A. The PAR panel is composed of three members appointed by the Brunswick

Education Association (including the president or vice president and two other teachers representing elementary, middle, and high school) and three members appointed by the Superintendent (including the Personnel Director and at least one principal).

B. Chair will rotate annually between the two parties, with a panel year defined as August 1-July 31.

C. To meet, five sixths (5/6) of the members of the panel must be present.

D. The PAR panel will:

1. Establish operational procedures, approve the development of necessary forms and documents, and generally manage the PAR program. The panel will meet a minimum of three (3) times a year. All changes to PAR language/procedures will come through the PAR panel.

2. Select the PAR consultants based on criteria established in Section 16.016 A & B. These teachers will be trained to offer peer assistance and inserviced in the specific details of the PAR program.

3. Continuously monitor and evaluate the effectiveness of PAR consultants and will make recommendations to the Director of Personnel regarding their continuation in the PAR program.

4. Monitor the progress of each participant by reviewing status reports and evaluations regularly submitted by PAR consultants.

5. Evaluate requests for self-referral.

6. Make employment recommendations based on PAR consultant's report to Superintendent.

7. Oversee training of PAR consultants.

16.016 <u>Peer Assistance and Review (PAR) Consultants</u>

A. Consulting teachers will work with entry year, intervention, and self-referral teachers. The selection criteria for consulting teachers will include the following:

- Taught in Brunswick schools for a minimum of five years
- Masters Degree
- Demonstrated outstanding classroom teaching ability
- Demonstrates skill in oral and written communication
- Demonstrates cooperative and effective working relationships with other professionals
- Demonstrates knowledge of classroom management and instructional techniques

B. To select consulting teachers, the PAR panel has developed an application form for the position of PAR consulting teaching. The Director of Personnel will post the position in all buildings. Applications will be accepted at any time and kept on file for future consideration based on the expansion and/or needs of the program. In addition to submitting a properly completed application form, each applicant is required to have the following documents submitted directly to the Director of Personnel:

- A reference from his/her building principal or immediate supervisor
- A reference from two peers from within the building the teacher is assigned to
- A reference from a teacher in another district building or department

The president or vice-president of the BEA and the Director of Personnel will review the applications and identify teachers for consideration by the PAR panel. The panel will select consulting teachers from this group of applicants.

C. Consulting teachers will:

- Continue in current assignment as members of the consultant pool until the PAR panel determines the need for a consulting teacher. Identification by the panel as a consulting teacher is not a guarantee of active assignment.
- If assigned, work full time as a consulting teacher until the panel determines the service is no longer needed. Generally assignments will be for the school year and will not continue more than three years.
- Have a right to return to their previous teaching assignment.
- Receive a supplemental contract for service as a consulting teacher at .15 of the base.
- Receive compensation for training on non-scheduled days. (Master Contract 7.044)
- Ratio of 1 to 15 as a workload with intervention and self-referral participants counting as 1.5 each. (Alternate licensure candidates will count as .5 except during their first year and during their Praxis assessment year, when they will count as 1.)
- Perform all duties as outlined in Article 16 of the master agreement and in the PAR manual.

16.017 <u>Entry Year Coordinator</u>

A. A coordinator shall be assigned to the PAR program and shall be granted ten (10) days of extended time or ten (10) comp days at the District's discretion.

B. The coordinator must come from the PAR pool or have previous experience in the program.

C. The coordinator's position will be full time but may include mentoring up to seven individuals with intervention teachers weighted as 1.5. If the coordinator

mentors, he/she will receive a stipend of one percent (1%) for each new teacher and one and one half percent (1.5%) for each intervention participant they mentor. The coordinator cannot serve on the PAR panel if he/she mentors, but will provide information to the panel. The coordinator may mentor more than three (3) years.

D. To select the entry year coordinator, the position will be posted, interested candidates will submit letters of intent to the Director of Personnel. The president or vice-president of the BEA and the Director of Personnel will review the letters of intent and identify teachers for consideration by the PAR panel. The panel will select an entry year coordinator from the group of applicants.

E. The entry year coordinator will:

- Prepare all orientation activities for new teachers including revising and updating the entry year resource book
- Organize and implement all entry year meetings and professional greenbook opportunities
- Complete the paperwork for state funding
- Transmit entry year teachers' profiles to the state
- Assist in assigning PAR consultants
- Complete PAR panel timeline, meeting schedule, and informational link for PAR panel in coordination with the panel chair
- Organize orientation for Praxis III for entry year teachers
- Organize and implement training and additional professional development opportunities for individuals in the PAR pool
- Organize and implement additional professional development opportunities for PAR consultants

16.018 PAR Guidelines/Program Evaluation/Changes

A. Guidelines and criteria governing the implementation and operation of the PAR program shall be found in the Brunswick City School District's Peer Assistance and Review Program document entitled "PAR Manual."

B. The PAR panel, prior to the end of the school year, will evaluate and assess the program. Any recommendations or changes shall be submitted in the form of a written report to the BEA and the Superintendent not later than May 15. Any changes in the program must be mutually agreed to and reduced to writing by the parties to this contract and shall constitute an amendment of the applicable provisions of this contract. (see 16.015 D.1.)

16.019 Evaluation/Discipline of PAR Participants

A. The evaluation, and any related actions involving entry year and intervention teachers during the period of assignment to the PAR program, shall be in

accordance with the procedures established by the PAR program rather than in accordance with the provisions contained in Article 12. Such related actions shall include action by the Board based on recommendations by the PAR program panel.

B. Teachers in the PAR program will be subject to administrative disciplinary action as described in Article 11.01. Such action will be undertaken after conferencing with the PAR consultant and, when possible, after attempting to resolve the problem first through the PAR process.

C. Where the Board of Education acts on the recommendations of the PAR program panel to nonrenew or terminate a PAR participant, such action will not be subject to challenge under the grievance procedure in Article 4 or pursuant to Ohio Revised Code Sections 3319.11, 3319.111 or 3319.16. It is understood that the extensive procedures afforded to PAR participants satisfy the participant's constitutional and statutory due process rights.

16.020 Provisions

The provisions set forth in Article 16 are intended to expressly supersede Ohio Revised Code Sections 3319.11, 3319.111, and 3319.16.

16.02 ENTRY YEAR PROGRAM

The provisions of this Section 16.02 shall not be utilized so long as the Association and the Board continue the implementation of the PAR Program entry year version as contained in Subsection 16.01, herein. If the parties mutually agree to discontinue Section 16.01, then this Section 16.02 shall be implemented.

16.021 Definitions

A. For the purposes of this Contract, the pertinent terms shall be defined as follows:

1. Entry Year/Mentor Teacher: A teacher who will provide formative assistance to an Entry Year Teacher, subject to program evaluation (see Program Review/Revisions A & B).

2. Entry Year Teacher: Teacher in the: First year (or second year of employment in some limited instances) and all teachers newly hired into the Brunswick City School District, regardless of years of service, under a teaching or educational personnel certificate (entry year), who will be provided Formative Assistance by a mentoring teacher. All Entry Year Teachers must participate in the program.

3. Formative Assistance: Assistance which is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative Assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement in reference to Praxis and frameworks criteria.

B. Guidelines and criteria governing the implementation and operation of the Entry Year Program shall be found in the Brunswick City School District's Entry Year Program (EYP) document entitled *A Partnership in Education*.

16.022 Selection Criteria For Mentoring Teachers

Selection of the mentoring teacher will be based on the EYP document.

16.023 Responsibilities of Mentors

The mentoring teacher, in concert with the Entry Year Teacher, shall: 1) develop a formative assistance plan when necessary for the assigned Entry Year Teacher; 2) attend training; 3) do Path Wise observations; and 4) submit monthly reports. Such plan shall focus on skill enhancement in reference to Praxis and frameworks criteria.

16.024 Restrictions

A. Formative assistance plan may be mutually developed by the mentoring teacher and Entry Year Teacher but shall not be developed or utilized as a remediation program. Contents of such assistance program shall not be used either against or in defense of Entry Year Teacher.

B. No mentoring teacher shall participate in any informal or formal evaluation of an Entry Year Teacher, nor make, nor be requested or directed to make any recommendation regarding the continued employment of an Entry Year Teacher.

C. All interaction, written or oral, between the mentoring teacher and the Entry Year Teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentoring teacher.

D. Providing mentors to EYTs will be prioritized over providing mentors to new hires (not new to teaching).

E. Should mentorship responsibilities impact teaching performance, the building principal may require the bargaining unit member be removed from the mentor assignment. Other provisions for removing an ineffective mentor will be reflected in the ***A Partnership in Education*** booklet.

16.025 Protections

A. Other than a notation to the effect that a teacher has served as a mentoring teacher, a teacher's activities as a mentoring teacher shall not be part of that teacher's evaluation.

B. No Entry Year Teacher shall be required to remain in an Entry Year Program for a period longer than one (1) school year, provided Entry Year Teacher becomes properly licensed.

C. An Entry Year Teacher shall be held harmless in the event that the Employer fails to provide a mentor.

D. Not later than six (6) weeks after the initiation of the mentoring teacher program, the Entry Year Teacher may exercise the option to have a new consulting teacher assigned at the discretion of the Entry Year Coordinator.

16.026 Compensation

A. Mentors will receive a limited contract and be paid according to the supplemental salary schedule found in Appendix C.

B. In the event there are insufficient mentors available in any given year, a bargaining unit member may serve as a mentor to no more than two (2) EYTs (new teachers).

C. The Entry Year Coordinator will be granted ten (10) days of extended time for the administration of the Entry Year Teacher Program.

16.027 Program Review/Revisions

A. Evaluation of the program by mentoring teachers and Entry Year Teachers shall be submitted to a joint review committee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the BEA and the Superintendent not later than May 15.

B. BEA representatives and District administrative representatives shall meet to discuss the recommendations prior to the next school year. Any changes in the program must be mutually agreed to and reduced to writing by the parties to this Contract and shall constitute an amendment of the applicable provisions of this Contract.

C. Evaluation of the Entry Year Coordinator will be the responsibility of the Superintendent's designee.

16.03 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES (LPDC)

16.031 Purpose and Authority

A. The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by Ohio Revised Code 3319.22 and OAC 3301-24.

B. The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this Negotiated Agreement. Actions of the LPDC are not to be contrary to the Negotiated Agreement or law.

16.032 Selection of Committee Members

The Committee shall be comprised of seven (7) members as follows:

For Bargaining Unit Members

- Four (4) teachers selected by the BEA;
- Three (3) Administrators and/or other District employee appointed by the Superintendent.

For Administrators

- Four (4) Administrators and/or other District Employees appointed by the Superintendent
- Three (3) teachers selected by the BEA

16.033 Committee Structure

A. There shall be one (1) LPDC.

B. The scope of the LPDC shall be District.

16.034 LPDC Procedures

A. The Board shall determine the time, location, and number of committee meetings.

B. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

16.035 Training and Compensation

A. The LPDC member shall be provided with on-going training as determined by the committee with the approval of the Superintendent.

B. LPDC members shall be compensated according to the Supplemental Salary Index indicated in Appendix C.

C. The LPDC member shall be provided release time for work pertaining to LPDC duties.

16.036 Facility, Equipment and Support Services

A. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDP's and any other work requiring storage and/or file space.

B. The LPDC shall be provided with secretarial support.

16.037 Terms of Office

A. The term of office for the LPDC member shall be two (2) years.

B. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement. Such protection of performance evaluation extends even to the point of an LPDC member being removed.

16.038 Employee Protection

A. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.

B. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement. Such protection of performance evaluation extends even to the point of an LPDC member being removed.

16.039 LPDC Appeals Procedure

A. All appeals shall use the appeals procedure described in the existing District LPDC resource guide.

B. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the Collective Bargaining Agreement.

C. The LPDC's decision is appeasable to the State level (if a State level process is developed) for those individuals who have been adversely impacted or disagree with the decision of the LPDC.

NOTE: Issues for appeal are limited to procedural matters in the LPDC appeals process.

16.04 WORKING UNDER EXPIRED CERTIFICATES/LICENSES

All certificates/licenses will officially "expire" on June 30 of the last year the certificate/license is valid. Bargaining unit members who fail to provide the LPDC with a notice of completion and official transcripts or official documentation that they have met the requirements to renew by June 30 will have their salary for the subsequent year set at BA-0 on the schedule. If a bargaining unit member fails to present certification by the established first day of the school year, said bargaining unit member shall be compensated at the BA-0 rate. A bargaining unit member whose IPDP is unable to provide a valid certificate/license within thirty (30) days from the beginning of the school year will be without a valid license and will be referred to the Board of Education for action as it deems appropriate. Action by the Board of Education may include allowing the bargaining unit member to teach under a substitute certificate until such time as a valid certificate for his/her specific teaching assignment is obtained. The duration of this period cannot exceed the current school year. However, the Board may also choose immediate termination. The criteria described in the Brunswick schools local professional development Standards & Guidelines for the renewal of certificates/licenses shall be the sole criteria by which IPDPs are approved.

ARTICLE 17. DISTRICT MASTER TEACHER COMMITTEE (DMTC)

17.01 PURPOSE AND AUTHORITY

A. The purpose of the DMTC is limited to the following specific duties:

1. Publicizing and communicating about the Master Teacher Program

2. Reviewing and approving applications for designation of eligible employees as Master Teachers in accordance with Ohio Revised Code 3319.61 F. 5. And 3301.0714 B.2.d., and in accordance with the processes and procedures set forth by the Ohio Department of Education Office of Educator Standards.

3. Facilitating the application process

4. Confirming the eligibility of applicants by verifying their years of experience and type of licensure with the Personnel Office

5. Establishing requirements for the formatting, assembling and submitting of Master Teacher applications

6. Establishing and carrying out an appeals process

7. Submitting the names of Master Teachers to the district EMIS coordinator as required for timely ODE/EMIS reporting

8. Maintaining records including the annual EMIS Reporting Form, the Candidate's Score Report forms, and each candidates written narrative

9. Complying with Ohio's Sunshine Laws and adhering to the Open Meetings Act and Public Records Act including the preparation of minutes for and public notice of meetings

10. Creating and maintaining a Brunswick City Schools Master Teacher Resource Manual for reference by the DMTC and employees.

B. The DMTC shall have no authority or affect to revise, delete, add to or modify any article or section of this Negotiated Agreement. Actions of the DMTC are not to be contrary to the Negotiated Agreement or law.

C. There shall be one DMTC, the scope of which shall be the Brunswick City Schools.

17.02 SELECTION AND TERMS OF COMMITTEE MEMBERS

A. The committee shall be comprised of seven (7) members as follows:

- Four (4) teachers selected by the BEA from the pool of teachers holding current

Master Teacher designations (requirements to be a M.T. effective Fall, 2010).

- Three (3) administrators and/or other District employees appointed by the Superintendent.

- In the event of a mid-term vacancy, teacher members shall be replaced by BEA appointment and administrative members shall be replaced by appointment by the Superintendent.

B. The chairmanship of the committee shall rotate annually between the BEA and the administration, except in years of co-chairs representing both organizations.

C. The term of office for a DMTC member shall be no more than two (2) years. If necessary to assure consistency in the operation of the DMTC through the presence of experienced members on the committee, members may be reappointed to *no more than three* consecutive terms (for a total of no more than six consecutive years).

D. Nothing related to membership on the DMTC shall have an adverse impact on the educator's performance evaluation. Such protection extends even to the point of a DMTC member being removed.

17.03 <u>DMTC PROCEDURES</u>

A. Meetings

1. The DMTC members shall determine and publish the times and locations of the committee meetings annually.
2. The meetings shall include an organizational meeting to establish the calendar and to elect a chairperson (or co-chairs as agreed upon).

3. The meetings will also provide for at least two reading dates on or about January 15 and April 1 for the purpose of reading and scoring Master Teacher applications.

B. Master Teacher Application Process

1. The application procedure will follow ODE guidelines as set forth by the Office of Educator Standards.

2. All forms and processes published by ODE will be utilized.

C. Master Teacher Appeals Process

1. Employees who believe that the processes and procedures outlined in the ODE Application for Master Teacher were not followed may appeal to the DMTC following the procedures established by the Committee.

2. No appeals will be considered based on scoring of a candidate's application.

3. The DMTC decision is not subject to the grievance/arbitration procedure outlined in the Negotiated Agreement.

17.04 TRAINING AND COMPENSATION

A. DMTC members will be provided with training as determined by the committee and approved by the Superintendent.

B. DMTC members shall be compensated according to the Supplemental Salary Index indicated in Appendix C.

C. The DMTC will be provided with release time for work pertaining to DMTC duties.

17.05 FACILITY, EQUIPMENT, AND SUPPORT SERVICES

A. The DMTC shall be provided with adequate and secure space for the safe and secure storage of records, files, etc.

B. The DMTC shall be provided with secretarial support as needed.

17.06 EMPLOYEE PROTECTION

A. Involvement in either the activities of the DMTC or the Master Teacher application process shall not be used for employment decisions by the Board.

B. Nothing in the Master Teacher Process shall have an adverse impact on an educator's performance evaluation.

ARTICLE 18. MISCELLANEOUS PROVISIONS

18.01 DEFINITION OF TERMS

18.011 Days Defined

When used in this Agreement, "days" shall mean calendar days exclusive of any holiday(s) when the Central Office of the Board is closed.

18.012 Superintendent Defined

Unless otherwise indicated, the term "Superintendent," when used in this Agreement, is understood to mean the Superintendent or designee.

18.013 Treasurer Defined

Unless otherwise indicated, the term "Treasurer," when used in this Agreement, is understood to mean the Board Treasurer or designee.

18.02 NONDISCRIMINATION

No bargaining unit member shall be discriminated against by the Board or Association in violation of any Federal or State law prohibiting employment discrimination based on race, color, religion, sex, national origin, handicap, age or domicile.

18.03 IMPLEMENTATION

Upon adoption of this Agreement by the Board, the provisions thereof shall take precedence over any prior Board policy, rules or regulations which may be inconsistent with this Agreement.

18.04 SEVERABILITY

18.041 If a provision of this Agreement, or the application of a provision of this Agreement, is found to be contrary to law by a court of competent jurisdiction, then such provision of the Agreement or its application shall be inoperative, but the remaining provisions thereof shall remain in effect.

18.042 Upon request of either the Association or the Board, within ten (10) days after such finding, the parties will meet solely for the purpose of negotiating the provision(s) affected.

18.05 AGREEMENT REPRODUCTION

The Board will prepare copies of this Contract, at its expense, for distribution to each bargaining unit member. The Association President will be provided with twenty (20) additional copies. Cost of reproduction, excluding secretarial costs, shall be shared equally between the parties. The Association shall be provided the opportunity to "proof" the Contract before reproduction.

18.06 WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board and the Association acknowledge that during 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. Any other negotiations, as deemed necessary by Ohio Revised Code Chapter 4117, shall be handled in accordance with Revised Code Chapter 4117.

ARTICLE 19. DURATION

This Agreement shall become effective, upon ratification by the Association and adoption by the Board, January 1, 2012 and will continue in full force and effect until 12:00 midnight, December 31, 2013.

SIGNATURES

BRUNSWICK EDUCATION ASSOCIATION

By Thomas Rounds
Thomas Rounds

By
Jeffrey Neuman

By Katherine M. Collins
Katherine Collins

BRUNSWICK BOARD OF EDUCATION

By
Thomas R. Neumann

By
Michael D. Mayell

By
Patrick K. East

Date Signed 8-2012

APPENDIX A

GRIEVANCE FORM

GRIEVANT_____

ADDRESS_____

SCHOOL_____

IMMEDIATE SUPERVISOR_____

DATE OF OCCURRENCE OF THE ACT OR CONDITION GIVING RISE TO GRIEVANCE_____

_____

SECTION(S) OF AGREEMENT THAT IS THE SUBJECT OF THE GRIEVANCE _____

_____

PERSON(S) TO WHOM GRIEVANCE IS DIRECTED_____

INITIATED ON LEVEL_____

STATEMENT OF GRIEVANCE

ACTION REQUESTED

Have you discussed this with your Immediate Supervisor?_____

If yes, what action has been taken so far_____

_____

_____

_____

GRIEVANT

Brunswick City Schools
Teacher Salary Schedule

FY 2013 **August 2012** **0.50%**

$ 35,862 Base

Step No.	Bachelor	BA+15	BA+30	Master's	MA+15	MA+30
0	35,862	37,656	39,449	40,883	42,676	44,469
1	37,656	39,449	40,883	42,676	44,469	46,263
2	39,449	40,883	42,676	44,469	46,263	47,697
3	40,883	42,676	44,469	46,263	47,697	49,490
4	42,676	44,469	46,263	47,697	49,490	51,283
5	44,469	46,263	47,697	49,490	51,283	53,076
6	46,263	47,697	49,490	51,283	53,076	54,511
7	47,697	49,490	51,283	53,076	54,511	56,304
8	49,490	51,283	53,076	54,511	56,304	58,097
9	51,283	53,076	54,511	56,304	58,097	59,890
10	53,076	54,511	56,304	59,532	60,966	62,759
11	54,511	56,304	58,097	60,966	62,759	64,552
12	54,870	58,097	59,890	62,759	64,552	66,345
13	55,228	58,456	61,325	64,552	66,345	68,139
14	57,738	58,814	61,683	66,345	68,139	69,573
15	57,738	59,532	62,042	66,704	69,573	71,366
16	57,738	59,890	63,118	67,063	71,366	73,159
17	57,738	60,249	63,476	67,780	71,725	74,952
18	57,738	62,042	63,835	68,139	72,083	76,387
19	57,738	62,042	65,987	68,497	73,159	76,746
20	57,738	62,042	65,987	69,214	73,518	77,104
21	57,738	62,042	65,987	71,008	73,877	78,180
22	57,738	62,042	65,987	72,801	74,594	78,539
23	57,738	62,042	65,987	74,594	76,387	78,897
24	57,738	62,042	65,987	76,387	78,180	79,615
25	57,738	62,042	65,987	76,387	78,180	81,408
26	57,738	62,042	65,987	76,387	78,180	81,408
27	57,738	62,042	65,987	76,387	78,180	81,408
28	57,738	62,042	65,987	76,387	78,180	81,408
29	57,738	62,042	65,987	76,387	78,180	81,408
30	57,738	62,042	65,987	76,387	78,180	81,408
31	57,738	62,042	65,987	76,387	78,180	83,201
32	57,738	62,042	65,987	76,387	78,180	83,201
33	57,738	62,042	65,987	76,387	78,180	83,201
34	57,738	62,042	65,987	76,387	78,180	83,201
35	57,738	62,042	65,987	76,387	78,180	83,201
36	57,738	62,042	65,987	76,387	78,180	83,201
37	57,738	62,042	65,987	76,387	78,180	83,201
38	57,738	62,042	65,987	76,387	78,180	83,201
39	57,738	62,042	65,987	76,387	78,180	83,201
40	57,738	62,042	65,987	76,387	78,180	83,201

Brunswick City Schools
Teacher Salary Schedule

FY 2014 **August 2013** **0.50%**

$ 36,042 Base

Step No.	Bachelor	BA+15	BA+30	Master's	MA+15	MA+30
0	36,042	37,844	39,646	41,088	42,890	44,692
1	37,844	39,646	41,088	42,890	44,692	46,494
2	39,646	41,088	42,890	44,692	46,494	47,936
3	41,088	42,890	44,692	46,494	47,936	49,738
4	42,890	44,692	46,494	47,936	49,738	51,540
5	44,692	46,494	47,936	49,738	51,540	53,342
6	46,494	47,936	49,738	51,540	53,342	54,783
7	47,936	49,738	51,540	53,342	54,783	56,586
8	49,738	51,540	53,342	54,783	56,586	58,388
9	51,540	53,342	54,783	56,586	58,388	60,190
10	53,342	54,783	56,586	59,829	61,271	63,073
11	54,783	56,586	58,388	61,271	63,073	64,875
12	55,144	58,388	60,190	63,073	64,875	66,677
13	55,504	58,748	61,631	64,875	66,677	68,479
14	58,027	59,108	61,992	66,677	68,479	69,921
15	58,027	59,829	62,352	67,038	69,921	71,723
16	58,027	60,190	63,433	67,398	71,723	73,525
17	58,027	60,550	63,794	68,119	72,083	75,327
18	58,027	62,352	64,154	68,479	72,444	76,769
19	58,027	62,352	66,317	68,840	73,525	77,129
20	58,027	62,352	66,317	69,561	73,886	77,490
21	58,027	62,352	66,317	71,363	74,246	78,571
22	58,027	62,352	66,317	73,165	74,967	78,931
23	58,027	62,352	66,317	74,967	76,769	79,292
24	58,027	62,352	66,317	76,769	78,571	80,013
25	58,027	62,352	66,317	76,769	78,571	81,815
26	58,027	62,352	66,317	76,769	78,571	81,815
27	58,027	62,352	66,317	76,769	78,571	81,815
28	58,027	62,352	66,317	76,769	78,571	81,815
29	58,027	62,352	66,317	76,769	78,571	81,815
30	58,027	62,352	66,317	76,769	78,571	81,815
31	58,027	62,352	66,317	76,769	78,571	83,617
32	58,027	62,352	66,317	76,769	78,571	83,617
33	58,027	62,352	66,317	76,769	78,571	83,617
34	58,027	62,352	66,317	76,769	78,571	83,617
35	58,027	62,352	66,317	76,769	78,571	83,617
36	58,027	62,352	66,317	76,769	78,571	83,617
37	58,027	62,352	66,317	76,769	78,571	83,617
38	58,027	62,352	66,317	76,769	78,571	83,617
39	58,027	62,352	66,317	76,769	78,571	83,617
40	58,027	62,352	66,317	76,769	78,571	83,617

Brunswick City Schools
O/T & P/T Salary Schedule - August 2012
FY 2013 Factors

$ 40,883 Base Level 3

Step No.	Level 1	Level 2	Level 3	Level 4	Level 5
0	32,706	36,795	40,883	42,927	44,971
1	34,342	38,634	42,927	44,971	46,607
2	35,977	40,474	44,971	46,607	48,651
3	37,285	41,946	46,607	48,651	50,695
4	38,921	43,786	48,651	50,695	52,739
5	40,556	45,625	50,695	52,739	54,374
6	42,191	47,465	52,739	54,374	56,419
7	43,500	48,937	54,374	56,419	58,463
8	45,135	50,777	56,419	58,463	60,507
9	46,770	52,616	58,463	60,507	62,142
10	48,405	54,456	60,507	62,142	64,186
11	49,714	55,928	62,142	64,186	66,230
12	50,041	56,296	62,551	66,230	68,275
13	50,368	56,664	62,960	66,639	69,910
14	52,657	59,239	65,822	67,048	70,319
15	52,657	59,239	65,822	67,866	70,728
16	52,657	59,239	65,822	68,275	71,954
17	52,657	59,239	65,822	68,683	72,363
18	52,657	59,239	65,822	70,728	72,772
19	52,657	59,239	65,822	70,728	75,225
20	52,657	59,239	65,822	70,728	75,225
21	52,657	59,239	65,822	70,728	75,225
22	52,657	59,239	65,822	70,728	75,225
23	52,657	59,239	65,822	70,728	75,225
24	52,657	59,239	65,822	70,728	75,225
25	52,657	59,239	65,822	70,728	75,225
26	52,657	59,239	65,822	70,728	75,225
27	52,657	59,239	65,822	70,728	75,225
28	52,657	59,239	65,822	70,728	75,225
29	52,657	59,239	65,822	70,728	75,225
30	52,657	59,239	65,822	70,728	75,225
31	52,657	59,239	65,822	70,728	75,225
32	52,657	59,239	65,822	70,728	75,225
33	52,657	59,239	65,822	70,728	75,225
34	52,657	59,239	65,822	70,728	75,225
35	52,657	59,239	65,822	70,728	75,225
36	52,657	59,239	65,822	70,728	75,225
37	52,657	59,239	65,822	70,728	75,225
38	52,657	59,239	65,822	70,728	75,225
39	52,657	59,239	65,822	70,728	75,225
40	52,657	59,239	65,822	70,728	75,225

Note: Level 3 Step 0 = MA/0 @ BEA Contract ($40,883)

Brunswick City Schools
O/T & P/T Salary Schedule - August 2013
FY 2014 Factors

$ 41,088 Base Level 3

Step No.	Level 1	Level 2	Level 3	Level 4	Level 5
0	32,870	36,979	41,088	43,142	45,197
1	34,514	38,828	43,142	45,197	46,840
2	36,157	40,677	45,197	46,840	48,895
3	37,472	42,156	46,840	48,895	50,949
4	39,116	44,005	48,895	50,949	53,004
5	40,759	45,854	50,949	53,004	54,647
6	42,403	47,703	53,004	54,647	56,701
7	43,718	49,182	54,647	56,701	58,756
8	45,361	51,031	56,701	58,756	60,810
9	47,005	52,880	58,756	60,810	62,454
10	48,648	54,729	60,810	62,454	64,508
11	49,963	56,208	62,454	64,508	66,563
12	50,292	56,578	62,865	66,563	68,617
13	50,620	56,948	63,276	66,973	70,260
14	52,921	59,537	66,152	67,384	70,671
15	52,921	59,537	66,152	68,206	71,082
16	52,921	59,537	66,152	68,617	72,315
17	52,921	59,537	66,152	69,028	72,726
18	52,921	59,537	66,152	71,082	73,137
19	52,921	59,537	66,152	71,082	75,602
20	52,921	59,537	66,152	71,082	75,602
21	52,921	59,537	66,152	71,082	75,602
22	52,921	59,537	66,152	71,082	75,602
23	52,921	59,537	66,152	71,082	75,602
24	52,921	59,537	66,152	71,082	75,602
25	52,921	59,537	66,152	71,082	75,602
26	52,921	59,537	66,152	71,082	75,602
27	52,921	59,537	66,152	71,082	75,602
28	52,921	59,537	66,152	71,082	75,602
29	52,921	59,537	66,152	71,082	75,602
30	52,921	59,537	66,152	71,082	75,602
31	52,921	59,537	66,152	71,082	75,602
32	52,921	59,537	66,152	71,082	75,602
33	52,921	59,537	66,152	71,082	75,602
34	52,921	59,537	66,152	71,082	75,602
35	52,921	59,537	66,152	71,082	75,602
36	52,921	59,537	66,152	71,082	75,602
37	52,921	59,537	66,152	71,082	75,602
38	52,921	59,537	66,152	71,082	75,602
39	52,921	59,537	66,152	71,082	75,602
40	52,921	59,537	66,152	71,082	75,602

Note: Level 3 Step 0 = MA/0 @ BEA Contract ($41,088)

APPENDIX C

SUPPLEMENTAL SALARY INDEX

A bargaining unit member assigned a supplemental duty by the Board of Education listed in this Appendix shall be paid the percentage listed in the appropriate column, depending upon placement under Section 5.032, on the base salary in effect at the beginning of the school year during which the supplemental duty is to be performed. Credit for placement on this schedule, as defined in Section 5.032, shall include experience in a position regardless of whether or not that position has been a previously paid or titled position. Individuals who fulfill the duties of any position listed on the supplemental schedule shall be issued contracts prior and paid the appropriate compensation.

		YEARS IN THE POSITION OR COMPARABLE POSITION						
	ATHLETICS	**0,1**	**2,3,4**	**5,6**	**7,8,9**	**10,11**	**12,13,14**	**15+**
1	Athletic Manager, Middle School	.13	.14	.15	.16	.17	.18	.19
2.	Athletic Trainer: Fall	.16	.17	.18	.19	.20	.21	.22
	Winter	.16	.17	.18	.19	.20	.21	.22
	Spring	.16	.17	.18	.19	.20	.21	.22
3.	Baseball, Head Varsity	.16	.17	.18	.19	.20	.21	.22
4.	Baseball, Assistant Varsity	.125	.135	.145	.155	.165	.175	.185
5.	Baseball, Junior Varsity	.125	.135	.145	.155	.165	.175	.185
6.	Baseball, 9th Grade	.09	.10	.11	.12	.13	.14	.15
7.	Basketball, Head Varsity Boys	.18	.19	.20	.21	.22	.23	.24
8.	Basketball, Assistant Varsity Boys	.13	.14	.15	.16	.17	.18	.19
9.	Basketball, Junior Varsity Boys	.13	.14	.15	.16	.17	.18	.19
10.	Basketball, 9th Grade Boys	.10	.11	.12	.13	.14	.15	.16
11.	Basketball, 8th Grade Boys	.10	.11	.12	.13	.14	.15	.16
12.	Basketball 7th Grade Boys	.10	.11	.12	.13	.14	.15	.16
13.	Basketball, Head Varsity Girls	.18	.19	.20	.21	.22	.23	.24
14.	Basketball, Assistant Varsity Girls	.13	.14	.15	.16	.17	.18	.19
15.	Basketball, Junior Varsity Girls	.13	.14	.15	.16	.17	.18	.19
16.	Basketball, 9th Grade Girls	.10	.11	.12	.13	.14	.15	.16
17.	Basketball, 8th Grade Girls	.10	.11	.12	.13	.14	.15	.16
18.	Basketball, 7th Grade Girls	.10	.11	.12	.13	.14	.15	.16
19.	Bowling, Head Boys & Girls	.11	.12	.13	.14	.15	.16	.17
20.	Bowling, Junior Varsity Boys & Girls	.08	.09	.10	.11	.12	.13	.14
21.	Cheerleading Advisor, Head Varsity: Fall	.10	.11	.12	.13	.14	.15	.16
	Winter	.10	.11	.12	.13	.14	.15	.16
22.	Cheerleading Advisor, Junior Varsity: Fall	.09	.10	.11	.12	.13	.14	.15
	Winter	.09	.10	.11	.12	.13	.14	.15
23.	Cheerleading Advisor, 9th Grade: Fall	.08	.09	.10	.11	.12	.13	.14
	Winter	.08	.09	.10	.11	.12	.13	.14
24.	Cheerleading Advisor, Middle School: Fall	.05	.06	.07	.08	.09	.10	.11
	Winter	.05	.06	.07	.08	.09	.10	.11

		YEARS IN THE POSITION OR COMPARABLE POSITION						
25.	Cross Country, Head Varsity Boys	.11	.12	.13	.14	.15	.16	.17
26.	Cross Country, Head Varsity Girls	.11	.12	.13	.14	.15	.16	.17
27.	Cross Country, Middle School, Boys	.07	.08	.09	.10	.11	.12	.13
28.	Cross Country, Middle School, Girls	.07	.08	.09	.10	.11	.12	.13
29.	Facility Manager: Middle School Athletic:							
	Fall	.05	.06	.07	.08	.09	.10	.11
	Winter	.05	.06	.07	.08	.09	.10	.11
	Spring	.05	.06	.07	.08	.09	.10	.11
30.	Facility Manager: High School Athletic:							
	Fall	.05	.06	.07	.08	.09	.10	.11
	Winter	.05	.06	.07	.08	.09	.10	.11
	Spring	.05	.06	.07	.08	.09	.10	.11
31.	Football, Head Varsity	.20	.21	.22	.23	.24	.25	.26
32.	Football, Assistant Varsity	.15	.16	.17	.18	.19	.20	.21
33.	Football, 9th Grade	.10	.11	.12	.13	.14	.15	.16
34.	Football, 8th Grade	.10	.11	.12	.13	.14	.15	.16
35.	Football, 7th Grade	.10	.11	.12	.13	.14	.15	.16
36.	Golf, Head Varsity, Boys	.11	.12	.13	.14	.15	.16	.17
37.	Golf, Junior Varsity, Boys	.08	.09	.10	.11	.12	.13	.14
38.	Golf, Head Varsity, Girls	.11	.12	.13	.14	.15	.16	.17
39.	Golf, Junior Varsity, Girls	.08	.09	.10	.11	.12	.13	.14
40.	Gymnastics, Head Varsity, Girls	.16	.17	.18	.19	.20	.21	.22
41.	Gymnastics, Junior Varsity, Girls	.125	.135	.145	.155	.165	.175	.185
42.	Intramural Director, High School	.10	.11	.12	.13	.14	.15	.16
43.	Intramural Coordinator, High School	.04	.05	.06	.07	.08	.09	.10
44.	Intramural Director, Middle School	.10	.11	.12	.13	.14	.15	.16
45.	Intramural Coordinator, Middle School	.04	.05	.06	.07	.08	.09	.10
46.	Intramural Coordinator, Elementary	.04	.05	.06	.07	.08	.09	.10
47.	Score Keeper – Stadium	.0007 of base hourly rate						
48.	Soccer, Head Varsity, Boys	.16	.17	.18	.19	.20	.21	.22
49.	Soccer, Assistant Varsity, Boys	.125	.135	.145	.155	.165	.175	.185
50.	Soccer, Junior Varsity, Boys	.125	.135	.145	.155	.165	.175	.185
51.	Soccer, 9th Grade, Boys	.09	.10	.11	.12	.13	.14	.15
52.	Soccer, Head Varsity, Girls	.16	.17	.18	.19	.20	.21	.22
53.	Soccer, Assistant Varsity, Girls	.125	.135	.145	.155	.165	.175	.185
54.	Soccer, Junior Varsity, Girls	.125	.135	.145	.155	.165	.175	.185
55.	Soccer, 9th Grade, Girls	.09	.10	.11	.12	.13	.14	.15
56.	Softball, Head Varsity	.16	.17	.18	.19	.20	.21	.22
57.	Softball, Assistant Varsity	.125	.135	.145	.155	.165	.175	.185
58.	Softball, Junior Varsity	.125	.135	.145	.155	.165	.175	.185
59.	Softball, 9th Grade	.09	.10	.11	.12	.13	.14	.15
60.	Stadium Site Manager/Rental Events	.0007 of base hourly rate						

		YEARS IN THE POSITION OR COMPARABLE POSITION						
61.	Strength/Conditioning Coach: Fall Winter Spring	.10 .10 .10	.11 .11 .11	.12 .12 .12	.13 .13 .13	.14 .14 .14	.15 .15 .15	.16 .16 .16
62.	Swimming, Head Varsity	.16	.17	.18	.19	.20	.21	.22
63.	Swimming, Assistant Varsity	.125	.135	.145	.155	.165	.175	.185
64.	Swimming, Junior Varsity	.125	.135	.145	.155	.165	.175	.185
65.	Tennis, Head, Varsity, Boys	.11	.12	.13	.14	.15	.16	.17
66.	Tennis, Junior Varsity, Boys	.08	.09	.10	.11	.12	.13	.14
67.	Tennis, Head Varsity, Girls	.11	.12	.13	.14	.15	.16	.17
68.	Tennis, Junior Varsity, Girls	.08	.09	.10	.11	.12	.13	.14
69.	Track, Head Varsity, Boys	.16	.17	.18	.19	.20	.21	.22
70.	Track, Assistant Varsity, Boys	.125	.135	.145	.155	.165	.175	.185
71.	Track, 8th Grade, Boys	.09	.10	.11	.12	.13	.14	.15
72.	Track, 7th Grade, Boys	.09	.10	.11	.12	.13	.14	.15
73.	Track, Head Varsity, Girls	.16	.17	.18	.19	.20	.21.	.22
74.	Track, Assistant Varsity, Girls	.125	.135	.145	.155	.165	.175	.185
75.	Track, 8th Grade, Girls	.09	.10	.11	.12	.13	.14	.15
76.	Track, 7th Grade, Girls	.09	.10	.11	.12	.13	.14	.15
77.	Volleyball, Head Varsity	.16	.17	.18	.19	.20	.21.	.22
78.	Volleyball, Assistant Varsity	.125	.135	.145	.155	.165	.175	.185
79.	Volleyball, Junior Varsity	.125	.135	.145	.155	.165	.175	.185
80.	Volleyball, Grade 9	.09	.10	.11	.12	.13	.14	.15
81.	Volleyball, Grade 8	.09	.10	.11	.12	.13	.14	.15
82.	Volleyball, Grade 7	.09	.10	.11	.12	.13	.14	.15
83.	Wrestling, Head Varsity	.18	.19	.20	.21	.22	.23	.24
84.	Wrestling, Assistant Varsity	.13	.14	.15	.16	.17	.18	.19
85.	Wrestling, Junior Varsity	.13	.14	.15	.16	.17	.18	.19
86.	Wrestling, 9th Grade.	.10	.11	.12	.13	.14	.15	.16
87.	Wrestling, 8th Grade.	.10	.11	.12	.13	.14	.15	.16
88.	Wrestling, 7th Grade.	.10	.11	.12	.13	.14	.15	.16
89.	Varsity level coaches will receive an additional .01 per full week of an extended season due to the state tournaments. Sports that are automatically entered into the state playoffs will not receive the additional compensation until after their initial competition of the state playoffs has occurred. The decision of who is eligible for this compensation will be made by the high school principal with head coach input. This additional compensation will begin with the 2008-2009 school year.							
	SPEECH AND DRAMA							
90.	Choreographer, Musical	.03	.04	.05	.06	.07	.08	.09
91.	Coordinator, Freshman One Acts	.02	.03	.04	.05	.06	.07	.08
92.	Director, Major Production	.08	.09	.10	.11	.12	.13	.14
93.	Director, Musical	.095	.105	.115	.125	.135	.145	.155
94.	Director, Traveling Children's Production	.06	.07	.08	.09	.10	.11	.12
95.	Forensic Coach	.07	.08	.09	.10	.11	.12	.13

		YEARS IN THE POSITION OR COMPARABLE POSITION						
96.	Musical Vocal Direct/Accompanist, High School	.05	.06	.07	.08	.09	.10	.11
97.	PAC Director	One period release time daily						
98.	PAC Technician/Rental Events	.0007 of base hourly rate						
99.	Technical Director, Major Production	.035	.045	.055	.065	.075	.085	.095
100.	Technical Director, Minor/Children's Production	.0135	.0145	.015 5	.0165	.0175	.0185	.019 5
101.	Technical Director, Musical	.035	.045	.055	.065	.075	.085	.095
102.	Theatre Department Coordinator/Director Major Production	.11	.12	.13	.14	.15	.16	.17
	MUSIC – INSTRUMENTAL							
103.	Pep Band Director	.03	.04	.05	.06	.07	.08	.09
104.	Pit Orchestra Director	.03	.04	.05	.06	.07	.08	.09
105.	Marching Band Director	.20	.21	.22	.23	.24	.25	.26
106.	Assistant Marching Band Director	.15	.16	.17	.18	.19	.20	.21
107.	Marching Band Instructor	.07	.08	.09	.10	.11	.12	.13
108.	Marching Percussion Director	.15	.16	.17	.18	.19	.20	.21
109.	Percussion Instructor	.08	.09	.10	.11	.12	.13	.14
110.	Color Guard Director	.15	.16	.17	.18	.19	.20	.21
111.	Color Guard Instruction	.08	.09	.10	.11	.12	.13	.14
112.	High School Concert Percussion Instruction	.08	.09	.10	.11	.12	.13	.14
113.	Middle School Percussion Instructor	.07	.08	.09	.10	.11	.12	.13
114.	Middle School Color Guard Instructor	.05	.06	.07	.08	.09	.10	.11
115.	Middle School Jazz Band	.05	.06	.07	.08	.09	.10	.11
	The marching band supplemental contracts will be adjusted due to item 89.							
	MUSIC – VOCAL							
116.	Associated Music Functions, Vocal	.20	.21	.22	.23	.24	.25	.26
117.	Middle School Jazz Choir	.05	.06	.07	.08	.09	.10	.11
118.	Vocal Music Choreographer, High School	$30.00 per rehearsal, up to 50 rehearsals.						
	COORDINATORS, ADVISORS, AND OTHER POSITIONS							
119.	Assistive Technology Team	.02	.03	.04	.05	.06	.07	.08
120.	Club Advisor (K-12)	.02	.03	.04	.05	.06	.07	.08
121.	Curriculum Related Field Trips Scheduled Outside the School Year will be paid a flat per diem rate of .0125 of the base for each overnight stay							
122.	Department Coordinator, High School Guidance	.12	.13	.14	.15	.16	.17	.18
123.	Department Coordinator with Masters 3-10 teachers in department 11-15 teachers in department 16+ teachers in department	 .06 .07 .08	 .07 .08 .09	 .08 .09 .10	 .09 .10 .11	 .10 .11 .12	 .11 .12 .13	 .12 .13 .14
124.	Department Coordinator without Masters 9-10 teachers in department 11-15 teachers in department 16+ teachers in department	 .05 .06 .07	 .06 .07 .08	 .07 .08 .09	 .08 .09 .10	 .09 .10 .11	 .10 .11 .12	 .11 .12 .13

		YEARS IN THE POSITION OR COMPARABLE POSITION						
125.	District Library Media Coordinator	.06	.07	.08	.09	.10	.11	.12
126.	District Staff Development	.03	.04	.05	.06	.07	.08	.09
127.	Elementary Grade Span Coordinator K-2	.07	.08	.09	.10	.11	.12	.13
128.	Elementary Grade Span Coordinator 3-5	.07	.08	.09	.10	.11	.12	.13
129.	Elementary/Middle School Yearbook	Flat rate of .04						
130.	Entry Year Program Mentor	.03	.04	.05	.06	.07	.08	.09
131.	Entry Year Teacher Coordinator	.01 for each entry year teacher mentored and .015 for each veteran teacher mentored.						
132.	Extended Field Trips (per teacher	Flat per diem paid at .01 of the base for each overnight stay.						
133.	IAT Coordinator	.02	.03	.04	.05	.06	.07	.08
134.	Local Professional Development Committee	.03	.04	.05	.06	.07	.08	.09
135.	Middle School Team Leader	.05	.06	.07	.08	.09	.10	.11
136.	Middle School Subject Area Coordinator	.07	.08	.09	.10	.11	.12	.13
137.	PAR Consultant	Flat rate of 0.15						
138.	PAR Panel/District Master Teacher Committee	.03						
139.	Parent-Teacher Organization Advisor	.02	.03	.04	.05	.06	.07	.08
140.	S.A.D.D. Advisor	.03	.04	.05	.06	.07	.08	.09
141.	Safety Patrol Advisor	.03	.04	.05	.06	.07	.08	.09
142.	Ski Club Coordinator	.05	.06	.07	.08	.09	.10	.11
143.	Special Education Chairperson (High School)	.08	.09	.10	.11	.12	.13	.14
144.	Student Government Middle School	.03	.04	.05	.06	.07	.08	.09
145.	Student Government High School	.04	.05	.06	.07	.08	.09	.10
146.	Class Advisors High School	.04	.05	.06	.07	.08	.09	.10
147.	Link Crew Advisor	.03	.04	.05	.06	.07	.08	.09
148.	Technology Mentor	.03	.04	.05	.06	.07	.08	.09
149.	Vocational Coordinator, High School	.08	.09	.10	.11	.12	.13	.14
150.	Academic Advisor	.04	.05	.06	.07	.08	.09	.10
151.	VOFT Advisor	.04	.05	.06	.07	.08	.09	.10
152.	Indoor Track Advisor	.04	.05	.06	.07	.08	.09	.10