

# **MASTER AGREEMENT**

**BETWEEN THE**

**BELLEVUE CITY SCHOOLS  
BOARD OF EDUCATION**

**AND**

**THE BELLEVUE EDUCATION  
ASSOCIATION**

**JULY 1, 2020 – JUNE 30, 2023**

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## **ARTICLE I - NEGOTIATIONS PROCEDURES**

### **1.01 Recognition**

- A. The Bellevue Board of Education (hereinafter referred to as the "Board") recognizes the Bellevue Education Association (hereinafter referred to as "the BEA" or "the Association"), an affiliate of the Ohio Education Association (OEA), and the National Education Association (NEA), as the sole and exclusive bargaining representative of all full-time and part-time certificated/licensed personnel employed by the Board under regular teaching contract for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code (ORC).
- B. Excluded from this recognition shall be all full-time and part-time administrators, management-level and supervisory employees as defined in Ohio Revised Code 4117, which shall include, but not be limited to, the Superintendent, building principals, assistant principals, and school psychologist. Also excluded are all non-certificated (classified) employees, substitute teachers employed on an as needed basis or supplemental contract, teachers of adult education programs, and home instructors.
- C. Recognition of the BEA shall be deemed to include, but not by way of limitation, all regular and special classroom teachers, librarians, guidance counselors, school nurses, speech and hearing therapists, vocational teachers, other licensed teaching personnel, non-public auxiliary service personnel, teachers on leave of absence or lay-off status, and anyone employed by the Board to perform any work currently being performed by bargaining unit members.
- D. For purposes of this contract the terms "employee" and "teacher" shall refer to any and all members of the bargaining unit represented by the BEA.

### **1.02 Statement of Principles**

- A. The Board and the BEA agree that the purpose of the procedures established in this Agreement is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of the Bellevue school children by assuring orderly and uninterrupted operation of the public school system. For and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this Agreement and the procedures set forth therein.
- B. Representatives of the Board and the BEA shall participate in negotiations freely without fear of penalty, reprisal, or recrimination. No penalty nor threat nor implication thereof shall attach to negotiation participation nor to failure to reach agreement in the course of negotiations, provided, however, this shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

### **1.03 Subjects of Negotiation**

Representatives of the Board and the BEA will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement. Except as provided in the preceding sentence, management rights issues [as delineated in ORC 4117.08 (C) and as determined by SERB rulings] shall not be negotiable unless the Board determines otherwise.

**1.04 Requests for Negotiation**

- A. If either party desires to negotiate changes in the Master Agreement, it shall notify the other party in writing during the month of March in any school year in which negotiations are to take place. Notification in writing from the BEA shall be served on the Superintendent and from the Board shall be addressed to the president of the BEA.
- B. Within fifteen (15) work days after receipt of such notice, an initial meeting shall be held. At this meeting, the parties shall submit to each other their proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Thereafter, neither party shall submit additional items for negotiations except with the consent of the other party.

**1.05 Negotiation Meetings**

- A. At the initial meeting held pursuant to section 1.04 B. hereof, the parties shall establish a schedule for the dates, times and places of all subsequent negotiation meetings.
- B. Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as is practicable, conflict and interference with school employment schedules.
- C. Negotiation meetings shall be closed to the press and the public.
- D. During the course of negotiation meetings, either party may recess at any time for a caucus of reasonable duration. The chairman of either negotiating team may call a recess for a period not to exceed forty-eight (48) hours, unless otherwise mutually agreed upon, when it appears that further discussion of a proposal or proposals will not result in meaningful negotiations progress.
- E. Either party may keep minutes of the meetings in such form and detail as it may deem advisable.

**1.06 Representation**

Representation at all negotiation meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the BEA. At the initial negotiation session each party shall designate its five (5) representatives and only those so designated shall participate in the negotiation meetings, unless the parties agree otherwise.

**1.07 Assistance and Study Committees**

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

**1.08 Information**

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

**1.09 News Releases**

Until impasse is reached on all matters which are the subject of negotiations, no news releases or statements to the media shall be made unless approved by both the Board and the BEA.

**1.10 Agreement**

- A. As tentative agreement is reached on items which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement between the representatives until all items have been so initialed.
- B. Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the BEA for approval. Upon approval by the bargaining unit represented by the BEA, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall be incorporated into the Master Agreement between the Board and the BEA and constitutes a revision of Board policy. The revised Master Agreement shall be signed on behalf of the parties, and within sixty (60) days copies of same shall be distributed by the administration to all persons represented by the BEA. The copies of the Master Agreement referred to above shall be prepared by the Administration (i.e., the Administration shall type the document, run the copies, and collate the document). The cost of the copies and paper shall be shared equally by the Board and the BEA. The number of copies to be printed shall be mutually agreed to by the parties.

**1.11 Impasse Procedure**

- A. In the event either of the parties declares impasse or in the event agreement is not reached on all items submitted for negotiations forty-five (45) days prior to the expiration of this collective bargaining agreement (unless the parties mutually agree to a later date), a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

- B. Whenever possible, mediation sessions shall be scheduled at times when school is not in session. Should it become necessary, however, to conduct such meetings during normal school hours, up to four (4) BEA officers and/or representatives who participate in the mediation session(s) shall be permitted to do so without loss of pay.
- C. Should the parties be unable to reach agreement as the result of the mediation process as defined in 1.11 A as listed above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided however that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.
- D. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

**1.12 In-Term Negotiations Process**

The parties agree to utilize the in-term bargaining procedures of Ohio Revised Code 4117.08 should a mandatory topic of bargaining arise during the term of this contract.



## **ARTICLE II - GRIEVANCE PROCEDURE**

### **2.01 Definitions**

- A. A "grievance" is a claim by a certificated/licensed employee or employees that an alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement has occurred.
- B. The term "grievant" means a certificated/licensed employee(s) in the bargaining unit or the Association.
- C. "Days" as used in this article means Monday through Friday, excluding holidays and days on the school calendar when school is not in session.
- D. The Association shall retain the sole right to determine whether a grievance may be filed, appealed, and/or processed under the "Procedural Steps".

### **2.02 Purpose and Exclusions**

- A. The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to grievances as defined in Section 2.01 A. as listed above. All parties agree that proceedings shall be kept as confidential as is appropriate.
- B. The termination of contracts for good and just cause shall be governed by Sections 3319.16 and 3319.161, Ohio Revised Code, exclusively, and such terminations shall not be subject to the grievance procedure. Non-renewals of limited contracts shall solely be subject to the grievance procedure, and the provisions of §ORC 3319.11 and 3319.111 shall not apply to members of the bargaining unit.
- C. If a certificated/licensed employee in the bargaining unit represented by the BEA believes there is a basis for a grievance, the certificated/licensed employee should first discuss the matter with his/her principal or other immediate supervisor in an effort to resolve the matter informally, within five (5) days after the claimed grievance occurred. The principal or other immediate supervisor shall then have three (3) days to follow up on the matter and, if possible, to effect a resolution of the matter.

### **2.03 Procedural Steps**

- STEP 1:** If a grievance is not resolved under the informal procedure, or if the certificated/licensed employee elects not to follow the informal procedure, the grievance shall be reduced to writing on the form attached hereto as Exhibit A as agreed to through negotiations. A written grievance shall be filed by the grievant or by a representative of the BEA with the immediate supervisor not later than fifteen (15) days after the date on which the alleged grievance occurs. If the written grievance is not so filed within the foregoing time limit, the grievance shall be considered waived and further action barred. The written grievance filed with the principal or other immediate supervisor must be signed by the grievant, must be dated, and must state: (a) the alleged facts on which the grievance is based; (b) the date or dates on which the alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement occurred; (c) the provision or provisions of this Agreement which have allegedly been violated or misapplied; and (d) the remedy sought.

Within five (5) days of receipt of the written grievance, the principal or other immediate supervisor will meet with the grievant in an effort to resolve the grievance. The principal or other immediate supervisor will indicate his disposition of the grievance in writing to the grievant within five (5) days of the Step 1 meeting.

STEP 2:

If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within five (5) days of the Step 1 meeting, the grievant, or a representative of the BEA on behalf of the grievant, shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 1. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred.

Within seven (7) days of his receipt of such written notice, the Superintendent will meet with the grievant in an effort to resolve the grievance. The Superintendent will indicate his disposition of the grievance in writing to the grievant within five (5) days of the Step 2 meeting.

STEP 3:

If the grievant is not satisfied with the disposition of the grievance in Step 2, or if no disposition has been made within five (5) days of the Step 2 meeting, the grievant, or a representative of the BEA on behalf of the grievant, shall notify the Board that the grievance is being appealed to Step 3. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 2. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. On the date of the Board's next regularly scheduled meeting, or within two (2) weeks of the filing of the appeal in Step 3, whichever shall be later, the Board will meet with the grievant, who may be accompanied by a representative(s) of the BEA, and the Superintendent or his/her designee, to review such grievance in executive session. The Board will indicate its disposition of the grievance in writing to the grievant within seven (7) days of the Step 3 meeting.

STEP 4:

If the grievant is not satisfied with the disposition of the grievance in Step 3, the grievant, with the approval of the BEA, may notify the Superintendent within twenty (20) work days the grievance will be submitted for arbitration. An arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association. A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties to this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Any cost or expense will be borne by the party that incurs the expense, except that the costs which are incurred in securing and utilizing the services of the arbitrator shall be equally shared by the Board and the grievant.

**2.04 Time Limitations**

- A. The time limitations set forth in Steps 1 through 4 of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the grievant or a representative of the BEA on behalf of the grievant.

- B. If a grievance is not filed in writing within the time limits specified in Step 1, the grievance shall be considered waived and further action barred.
- C. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal shall be barred.
- D. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.
- E. In the event a grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

## **2.05 Rights of Parties**

- A. A grievant has the right to appear on his/her own behalf at all steps of the grievance procedure. The Association shall have the right to have a representative present at each step as described in Section 2.03. However, no grievance may be appealed to the next step without the written request of the grievant, as provided for on the attached forms.
- B. The President of the BEA will be notified of each meeting held to resolve the grievance and shall be given a copy of the disposition of the grievance at each step.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- D. If a grievance arises from a claimed violation or misapplication of a provision or provisions of this Agreement by the Board of Education, the Treasurer, or the Superintendent, and/or affects a group of teachers in more than one (1) school, the written grievance may be filed at Step 2 of the grievance procedure.
- E. Nothing contained in this procedure shall be construed as limiting the individual right of a certificated/licensed employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

### ARTICLE III - LEAVES (PAID AND UNPAID)

#### **3.01 Professional Leave**

- A. Each year the Board shall budget twenty-five thousand dollars (\$25,000) in its annual appropriations for certain expenses connected with the attendance at professional meetings, conferences, visitations or conventions. Allocated funds shall be pro-rated per building by the administration according to the number of FTE staff members assigned to the building. Separate building-level accounts shall be established. All professional leave must meet the criteria of either an approved IPDP (Individual Professional Development Plan), or directly related to their assigned duties, or building-level or district-level continuous improvement plan.

A single employee shall be eligible for a maximum leave amount of four hundred dollars (\$400.00) on a first-come, first served basis. The Superintendent may waive the four hundred dollar (\$400.00) cap at his/her discretion.

- B. Requests for such leave shall be made on the district KIOSK. If approved by the principal, the said request shall be submitted no later than ten (10) days prior to the conference or convention to the Superintendent or his/her designee for final approval. Part-time personnel will receive pro-rated benefits. The Superintendent may waive the two (2) week time line if good cause exists.

The form shall state the number of school days, if any, which the person will miss by attending the conference or convention, the professional nature of the conference or convention and its linkage to an approved IPDP and/or continuous improvement plan and/or directly related to their assigned duties, with an estimate of expenses and the proposed method of travel.

The total number of combined personal and professional leave requests for a given day shall not exceed six (6) bargaining unit members of the total teaching staff in order for professional leave to be approved. The date and time of review by the Superintendent will determine the priority of approval.

- C. If said request is approved, the Board shall pay expenses of the person attending the professional conference or convention as follows:
1. The cost of a substitute teacher;
  2. Registration fees;
  3. The cost of meals for conferences that are not overnight excluding alcoholic beverages and tips, not to exceed \$20.00 per day;
  4. The cost of lodging not to exceed \$150.00 per day; and
  5. Transportation via the method approved by the Superintendent or his/her designee.

If the method of transportation is automobile, the expenses will be paid at the rate established in Section 4.04 of the Master Agreement.

The minimum transportation cost shall be measured in distance traveled, time consumed in traveling, and time away from school, which may be reduced by an alternate means of travel and which provides for the reasonable comfort of the person traveling. In no case shall the transportation cost by automobile exceed the cost of the same trip by train or airplane coach.

- D. To be eligible for reimbursement of the above expenses, the person attending the professional

conference or convention must submit a statement of all expenses which shall be accompanied by the original receipts for the cost of transportation, lodging, meals, and registration.

- E. An employee's request to attend a professional conference or convention shall not be routinely denied simply on the basis that said conference/convention is being held out-of-state. Each request will be evaluated on the basis of distance, expenses involved, and the overall professional nature and/or benefits of the conference/convention.

### 3.02 Sick Leave

#### A. Accrual of Sick Leave

1. Each full time person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each completed year of service, which shall be credited at the rate of 1.25 days per month up to a maximum of two hundred thirty-five (235) days. Each person employed part time shall be entitled to sick leave calculated at the rate of four (4) and six-tenths (6/10) hours for each completed eighty (80) hours of service, excluding overtime hours worked. Hours shall be credited up to a maximum of 1,762.5 hours. These changes in calculating sick leave by hours will also affect how severance is calculated, hourly and by the day.
2. Each full-time employee shall have five (5) days of sick leave available at the beginning of employment if an advance is requested and approved. If an employee uses all or part of the five (5) days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the Board for the sick leave used but not earned.
3. Any employee who transfers to the employment of the Bellevue Board of Education from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employment, since July 1, 1950, upon presentation by the employee of certification of such days accumulated.
4. Crediting of previously accumulated sick leave of an employee separated from public service is allowed upon the re-employment of the individual in the public service provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

#### B. Use of Sick Leave

1. Accumulated sick leave credit shall be deducted upon use in terms of full or half days. Requests for such leave shall be made on the district KIOSK.
2. If an employee is absent due to surgery or other illness, sick leave has been used up and school is closed as a "calamity day", the employee is not entitled to calamity day pay.
3. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. For the purposes hereof, the term "immediate family" shall mean spouse, children, parents, grandparents, siblings, grandchildren, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-

law, daughter-in-law and other relatives, if the employee is the legal power of attorney or has guardianship of a parent, or dependents residing in the same household.

4. Sick leave may also be used up to three (3) days annually for the birth of a child, death or critical illness of a blood or non-blood relative who does not fall within the definition of immediate family.
5. The Superintendent or his/her designee shall require the employee to furnish a signed statement to the effect that absence was caused by illness or due to any of the foregoing causes. He/she may require the name of the physician and the date he/she was consulted if medical attention was required. Falsification of such a statement shall be grounds for disciplinary action, including dismissal.
6. Employees who have been absent for three (3) days or more due to illness may be required to present a statement from a physician validating that they are physically able to resume their duties on a full-time basis.

C. Conversion of Unused Sick Leave

1. Employees may convert all or any part of sick leave earned and not used during the current school year (July 1-June 30) based upon a percentage of their regular daily amount and in accordance with the following formula:

Days of Unused Sick Leave As of July 1 <sup>st</sup> *					
Years of Experience	120.0 - 139.9	140.0 - 159.9	160.0 - 179.9	180.0 - 199.9	200 or more
15.0 - 17.9	21%	27%	33%	39%	45%
18.0 - 20.9	24%	30%	36%	42%	48%
21.0 - 23.9	27%	33%	39%	45%	51%
24.0 - 26.9	30%	36%	42%	48%	54%
27.0 - 29.9	33%	39%	45%	51%	57%
30 or more	36%	42%	48%	54%	60%

**\* Years of experience and days of unused sick leave shall be determined on July 1 at the conclusion of the school year.**

2. Daily conversion rate is based on current year's regular pay (excluding extra duty pay).
3. Employees shall submit their request to convert unused sick leave (including transferred personal leave) in writing to the Treasurer by August 15 of each respective year.
4. Employees shall receive this compensation as a lump sum payment (by separate check) by September 15 of each year. Such compensation shall not be subject to STRS contributions



and shall not be reported to the retirement system as part of the employee's annual compensation. Federal and state taxes will be calculated at the rate listed on the employees W-4 unless a higher rate is specifically requested in writing by an employee.

5. All unused sick leave days used in conversion shall be forfeited and may not be restored at a future date.
6. Employees may submit a one-time increase of their annuity (403B or 457) through payroll deduction for the one (1) payroll deduction amount after the payroll for sick leave buy.

D. Sick Leave Bank

1. Purpose

The primary purpose of a sick leave bank policy is to protect a certificated/licensed teacher against loss of pay.

In emergency situations that arise after the use of all accumulated sick leave days stated above, an employee shall request from the Superintendent an advance of sick leave days, not to exceed five (5) days from the upcoming year. This advance may be granted at the Superintendent's discretion. However, any actions made by the Superintendent would not set precedent for future requests or advances.

In the event an employee who has received an advance leaves the school system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.

Employees who have exhausted their accumulated sick leave including any advances, may petition through written application the Labor and Management Committee for review and consideration of sick leave days donated from other employees.

2. Implementation

Each year, during the month of September, each bargaining unit member who has a minimum of twelve (12) accumulated sick days may donate up to a maximum of three (3) days per year to the Sick Leave Bank by completing the Sick Leave Donation Form (Exhibit B) and sending this form to the BEA President.

- a. Donated days will accumulate in the Sick Leave Bank.
- b. Donated days will remain in the Sick Leave Bank until used.

A bargaining unit member may use the Sick Leave Bank if he/she has met all of the following criteria.

- a. All of his/her sick leave accumulation has been exhausted.
- b. He/she has contributed at least one (1) day of his/her own sick leave days to the Sick Leave Bank at any time during their employment with the district.

- c. His/her absence is due to catastrophic personal or family illness or accident or long term illness, etc. Family, as used in this section, shall be defined as employee's spouse, the employee's children or stepchildren or if the employee is the legal power of attorney or has guardianship of a parent.
- d. The bargaining unit member has completed the Sick Leave Bank Benefit Request Form (Exhibit C).

A bargaining unit member is NOT eligible for use of the Sick Leave Bank if:

- a. They have not donated to the Sick Leave Bank.
- b. The surgery and/or procedure is elective.
- c. The bargaining unit member is eligible for Workers' Compensation, STRS Disability or a personally purchased disability plan, when applicable.
- d. They have abused their accrued sick leave, based upon the understanding and discretion of the Labor and Management Committee and the Superintendent.
- e. The denial of a request for use of the Sick Leave Bank is not grievable under Article II (Grievance Procedure).

In the case of a bargaining unit member who has been approved to participate in the Sick Leave Bank, days shall be granted in five (5) day increments up to thirty (30) days based upon approval from the Labor and Management Committee. After the initial thirty (30) days have been used the bargaining unit member may re-apply for additional days.

When a bargaining unit member has been approved for STRS disability retirement or for private disability insurance benefits during the thirty (30) day Sick Leave Bank period, he/she must immediately utilize such benefits and Sick Leave Bank benefits shall cease.

If days are given to an employee and all of the days are not used, the remaining days are returned to the sick leave bank.

The Bellevue Education Association President will receive an accounting of the sick leave bank one (1) time annually and no later than the last day of school.



### **3.03 Court Leave**

Employees called for jury duty or subpoenaed as a witness due to a school-related case or incident shall receive the difference between their regular compensation and the remuneration received for serving as a juror or witness, exclusive of any verifiable reimbursement for expenses incurred by reason of such summons or subpoena. Additionally, such time spent on jury duty or as a subpoenaed witness will not be charged against any form of leave to which an employee is otherwise entitled.

Employees shall submit a request for Court Leave on the district KIOSK at least three (3) days prior to the anticipated date of absence, if possible. The remuneration for services to the court shall be submitted to the Treasurer in an expedient manner. Failure to submit the Court Leave form or the payment for services may result in a loss of pay for such absence.

### **3.04 Assault Leave**

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered (certified/licensed teaching staff) employees absent due to physical and/or emotional disability resulting from an assault which shall be defined as unlawful action or threat to do bodily injury to a certified/licensed teaching employee.

Any certified/licensed teacher who must be absent from his/her duties due to physical and/or emotional disability resulting from an assault while teaching or in school related activities, on or off the school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of such absence not to exceed fifteen (15) working days.

Before assault leave will be granted, the certified/licensed teaching staff member shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, names and addresses of witnesses (if known), and a certificate from a licensed physician stating the nature of the disability and its duration. The Superintendent shall review the statements and make any further investigations he/she deems advisable.

The teacher involved shall give full cooperation to the proper law enforcement agencies toward the necessary eventual prosecution of the parties involved in the assault of the teacher(s).

Assault leave shall not be charged against sick leave earned or earnable by the certified/licensed teaching employee. Falsification of either signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

### **3.05 Personal Leave**

A. Employees shall be granted Personal Leave in accordance with the following scale:

- Up to twenty (20) years of experience - three (3) days
- Twenty (20) or more years of experience - four (4) days
- Twenty-five (25) years of experience - five (5) days

"Years of experience" shall be determined as of June 30 preceding the current school year. A "year of experience" shall be defined as a teacher who has worked at least one hundred and twenty (120) school days of at least five and one half (5-1/2) clock hours per school day in a school year.

- B. All Personal Leave shall be granted on an unrestricted basis under the following conditions unless an exception is granted by the Superintendent.
1. Shall be submitted on the district KIOSK at least three (3) days prior to leave.
  2. Personal Leave shall not be approved for days immediately preceding or following a school holiday or during a day in which parent teacher conferences are being held unless the employee provides proof that the requested day(s) are exempted under B.5.
  3. Personal Leave shall not be approved for days during the first or the last week of school unless the employee provides proof that the requested day(s) are exempted under B.5.
  4. The total number of Personal Leave requests approved for a given day shall not exceed five (5) individuals of the total teaching staff. The date and time of review by the Superintendent will determine the priority for approval.
  5. Exemptions from the restrictions contained in B.2. and B.3., above, are as follows:
    - a. Wedding(s) of the employee or the employee's father, mother, sister, brother, son or daughter.
    - b. Required college or university examination of the employee.
    - c. The initial college entrance of a spouse or child.
    - d. The graduation of the employee or spouse, father, mother, sister, brother, daughter, son, step daughter, step son, or grandchild from any school or military institution.
    - e. A religious holiday.
    - f. When the employee's sick leave is exhausted.
    - g. When other uncontrolled circumstances occur.
  6. Personal leave shall not be approved on a day the teacher's students are taking a state mandated assessment unless special circumstances are exempted under B.5.
- C. Employees shall be eligible to request no more than two (2) half days during a given school year, providing the employee is eligible for the time as specified in this section. Such half (½) days will be combined to equal one (1) of the allowable days of Personal Leave.
- D. Unused Personal Leave shall be transferred to Sick Leave for each respective employee at the end of each school year (June 30).

### **3.06 Association Leave**

A total of fifteen (15) days of leave shall be available each school year for use by BEA representatives for attendance at Association meetings or events. These days shall be in addition to any other type of leave to which an employee is entitled.

Substitute teachers shall be provided at Board expense for eight (8) of these days. On the other seven (7) days, the BEA shall pay the expense of substitutes, if needed, or shall arrange in conjunction with the building principal to have assignments covered by other members of the bargaining unit. Requests for such leave shall be made on the district KIOSK.

If the Board will be reimbursed for substitute costs by either an affiliate organization of the Bellevue Education Association or the Bellevue Education Association, then the day(s) will be granted as professional leave and shall not count as Association Leave.

**3.07 Sabbatical Leave**

- A. An employee who has completed five (5) years or more of service for the Board may apply for a sabbatical leave for purposes of professional improvement. Teachers requesting such leave must submit with their application a detailed plan for professional growth. The application and plan must be submitted by March 1 for the next school year. The Board may grant the leave and must notify the teacher of its action by April 30.
- B. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one (1) semester or one (1) school year only.
- C. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to a teacher on an approved sabbatical leave not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary.
- D. The Board shall not grant a sabbatical leave to the same teacher more often than once in five (5) years of service to the District.
- E. A teacher on an approved sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service, and the teacher upon return shall resume the sick leave, seniority, and service credit which the teacher had accumulated immediately prior to beginning the leave.

**3.08 Replacement Teacher**

Upon being hired by the Board as a replacement for a teacher on leave or for a vacancy which occurs during the school year of at least ninety (90) work days, a replacement teacher shall be given a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day or the date of return of the teacher without prior written notice of nonrenewal. This shall be interpreted to mean that the employee is not entitled to the rights of nonrenewal or RIF (Staff Cutback) under this contract. The provisions of §ORC Sections 3319.11 and 3319.111 shall not apply to a teacher employed under this subsection.

**3.09 Contractual Status on Leave**

A teacher who has been granted a leave under this contract shall remain under the same contractual length of service during the length of the leave and the existing contract at the time of leave shall be suspended. Upon return from leave, the teacher shall complete the remaining portion of the suspended contract. No teacher while on a leave shall be granted a successor limited contract or a continuing contract. This provision shall not apply to leaves of less than one hundred twenty (120) work days which are granted under this contract.

### 3.10 Leaves of Absence (Unpaid)

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the bargaining unit for the following purposes:

1. Personal illness, if all sick and personal leave is exhausted
2. Physical or mental disability
3. Maternity/paternity/adoption
4. Military service.

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent:

1. Educational or professional purposes
2. Election to political or professional office
3. Unusual personal considerations.

An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board shall grant a leave of absence because of physical or mental disability subject to the provisions of the grievance procedure.

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than April 1.

Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits during the period of the leave:

1. The accrual of sick leave
2. The accrual of personal leave
3. Payment of calamity day(s).

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave(s) of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month. The premium specifically pertains to paying both the employee and employer shares.

### 3.11 **Family and Medical Leave (Unpaid)**

An employee, employed no less than half-time for at least twelve hundred and fifty (1250) hours, with at least twelve (12) months of service in the Bellevue City Schools shall be granted up to twelve (12) weeks of unpaid family medical leave during each fiscal year period for: 1) the birth and first-year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a spouse, son, daughter, step-children, guardian, parent of the employee's family, or any dependent child residing in the employee's house; and, 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

- A. The employee shall apply in writing to the Superintendent or his/her designee not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.
- B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves:  
a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks.
- E. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
- G. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's insurance coverage (medical, dental, vision, and life insurances) during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.
- H. If amendments to the FMLA occur during the term of this contract, then those amendments will be incorporated herein.

### 3.12 Instructions for Employees Seeking Time Away from the Workplace Due to Pregnancy/Birth

Sick leave can be used for the time employee's doctor certifies the need to be off from work. After that, the employee can apply for Family Medical Leave for up to twelve (12) weeks.

During the time employee uses sick leave, employee will be paid and employee's insurance costs will continue to come out of employee's paycheck at the current rate.

Family Medical Leave is an unpaid leave. While on Family Medical Leave, the cost of employee's insurance continues at the current rate, but employee would need to send the Treasurer's Office a check each month to cover employee's costs, since employee is not being paid.

Employee must apply in writing to the Superintendent for Family Medical Leave. The details are found under Article III – Leaves (Paid and Unpaid), 3.11 Family Medical Leave (Unpaid) in this Master Agreement.

If employee wants more time off than the above, then under 3.10 Leave of Absence (Unpaid) may be utilized. Under Unpaid Leave, employee would pay for both employee's share and the Board's share of insurance costs. The details can be found under Article III – Leaves (Paid and Unpaid), 3.10 Leaves of Absence (Unpaid) in this Master Agreement.

Any unpaid leave does not count towards service credit for STRS, district seniority or salary advancement.

#### Maternity Leave Checklist

- ✓ Have you informed your principal of your pregnancy?
- ✓ Have you communicated your intentions to your principal? (See Exhibit I)
- ✓ If you wish to take an extended leave of absence, be sure to follow the appropriate steps in the Master Agreement to do so.
- ✓ Have you accrued enough Sick Leave to cover your maternity leave? (Remember, the Sick Leave Bank is not available for general maternity leave.)
- ✓ Have you investigated the option of Family Medical Leave? (Unpaid leave where you continue health insurance coverage and accrue sick leave days)
- ✓ Have you communicated with the Board of Education Office regarding use of your Sick Leave, etc? (The payroll clerk and the Treasurer would be the best contacts and a simple phone call or email would suffice.)
- ✓ If you have any additional questions, please contact your BEA officers!



## **ARTICLE IV - SALARIES AND FRINGE BENEFITS**

### **4.01 Pay Periods**

The total amount of a teacher's annual salary shall be paid in twenty-six (26) equal installments, excluding leap year which shall be paid in twenty-seven (27) equal installments when necessary, starting with a Friday date established by the Treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter.

An employee who resigns or retires effective on the day preceding the first day of the next school year or who is non-renewed or who is released due to a reduction in staff may continue to receive his/her pay according to the twenty-six (26) pay installment plan with continuation of all fringe benefits or may elect to receive the balance of the salary due in one (1) lump-sum which would result in the cancellation of all fringe benefits. Fringe benefits end on resignation or retirement date.

### **4.02 Direct Deposit**

Effective with the first pay for the 2008-2009 school year and continuing thereafter, all members of the bargaining unit shall have their pay and all other types of payroll payments direct deposited to the financial institution of bargaining unit members' choice. Bargaining unit members via the district KIOSK located on the NOECA Website can obtain details of pay deposited, as well as a listing of all deductions.

### **4.03 Academic Training**

Teachers will receive credit for academic training for purposes of qualifying for a salary category beyond the Bachelor's degree only if courses meet the following conditions:

1. Courses related to current assignment or current certification/license, plus one (1) additional area.
2. Courses related to a promotion (administrative position) as determined by the Superintendent or his/her designee.
3. Courses which are directly linked to the IPDP and/or building-level or district-level continuous improvement plans.
4. Other courses specifically approved by the Superintendent or his/her designee.

Teachers may request approval of such courses prior to enrollment. A course description from the University's catalog should be included with the request.

An employee shall be placed in the appropriate academic training column of the salary schedule and receive appropriate remuneration for the entire school year if satisfactory evidence of completion of training is filed prior to September 15 of the current school year. Evidence of completion will be initially accepted by letter from the college or university or a copy of the grades with official transcripts to follow within thirty (30) calendar days.

An employee shall be placed in the appropriate academic training column of the salary schedule and receive appropriate remuneration for the second half of the school year if satisfactory evidence of completion of training is filed prior to January 15 of the current school year. Evidence of completion will be initially accepted by letter from the college or university or a copy of the grades with official transcripts to follow within thirty (30) calendar days.

**4.04 Travel (Mileage)**

Teachers who in the performance of their contracted teaching duties are regularly required to travel between two (2) or more buildings within the district shall be reimbursed on a monthly basis for the mileage they drive. All mileage reimbursement shall be at the current IRS-approved rate.

**4.05 Extended Service Pay**

Employees on extended service which has been approved by the Board of Education will be paid the same per diem rate they receive during the normal school year. (See Exhibit F).

**4.06 Pay for Substituting for Other Teachers**

When a teacher agrees to substitute for another teacher during his/her conference period, the teacher shall be paid an amount per period which equals the pro-rated portion of the per diem base salary.

When an elementary teacher is assigned to sub for another class, he/she shall be paid a stipend of eighty-five dollars (\$85)/day or a pro-rated portion thereof.

**4.07 Admission to School Events**

Each employee shall be issued one (1) season pass valid for general admission for all extracurricular events, providing the employee agrees to work two (2) extracurricular events as a ticket taker, ticket seller, on crowd control, or other duties. Each certified/licensed employee will be eligible for two (2) yearly passes [one (1) personal pass and one (1) spouse pass]. At the employees' choice, at least two (2) events must be worked by the employee and/or spouse for each pass.

**4.08 Career Development Program**

The Board shall annually appropriate thirty-five thousand dollars (\$35,000) for a Career Development Program for employees. Allocated funds shall be pro-rated per building by the administration according to the number of FTE staff members assigned to the building. Separate building-level accounts shall be established. Career Development activities must meet the criteria of either an approved IPDP (Individual Professional Development Plan) or building-level or district-level continuous improvement plan.

The Career Development Program shall be comprised of two (2) areas: 1) Tuition Aid Component, and 2) Workshop Component.

**A. Tuition Aid Component (\$32,000 of the \$35,000 will be allocated for the Tuition Aid Component)**

Employees will be compensated for tuition aid upon successful completion of approved graduate/undergraduate courses which are directly related to their current assignment as determined by each employee's IPDP or through building-level or district-level continuous improvement plans. Courses taken in preparation for a new profession outside of education are not included in courses eligible for reimbursement.

For tuition, employees will receive up to four hundred dollars (\$400.00) per semester hour (quarter hours will be converted to semester hours), not to exceed twelve hundred dollars (\$1200.00) per employee per school year (July 1 through June 30). Each school year, if any portion of the \$32,000



remains unused as of June 1st, employees may apply for an additional three hundred fifty dollars (\$350.00) for additional coursework that starts in June of that school year. Total reimbursements will not exceed \$32,000 in any given school year.

For tuition, employees will receive up to five hundred dollars (\$500.00) per semester hour not to exceed fifteen hundred dollars (\$1,500.00) per class if graduate credit is going toward dual enrollment qualifications.

Any member of the bargaining unit seeking tuition reimbursement shall submit a written request to the Superintendent or his/her designee (Exhibit D) no later than two (2) weeks prior to the first day of class. Documentation shall be provided which demonstrates the linkage of the course(s) to the employee's IPDP and/or a continuous improvement plan. The Superintendent may waive the two (2) week time line if good cause exists.

If an employee determines that it is not possible to complete a course or workshop, he/she shall notify the Superintendent or his/her designee within four (4) weeks of the approval date so that other employees may benefit from this program. Failure to notify the Superintendent will forfeit participation of the respective employee in this component of the program for the remainder of the school year.

Employees may request payment after completing the course by re-submitting the Tuition Reimbursement form (Exhibit D) in conjunction with a grade report or transcript which reflects successful completion of the course with a grade of A, B, C, S (Satisfactory), or P (Pass), and a receipt from the college/university indicating that tuition payment was made for said course(s).

The Association President shall be notified in writing the balances of the Tuition Aid Component on a quarterly basis.

B. Workshop Component (\$3,000 of the \$35,000 will be allocated for the Workshop Component)

Employees will be eligible to receive a fifteen dollar (\$15.00) per hour stipend for attending activities approved and/or sponsored by the Bellevue City Schools directly tied to IPDP and/or district or building continuous improvement plans. These may include activities which are: 1) held on non-contract days or 2) held after school and last for more than one (1) hour.

Stipends will not be paid for attending routine planning or committee meetings (for example: grade level, departmental, textbook selection, course of study, employee recognition, staff in-service, etc.) unless the meeting lasts longer than one (1) hour. For those meetings lasting more than one (1) hour, employees will be compensated at fifteen dollars (\$15.00) per hour for all hours in attendance payable in quarter (1/4) hour increments beyond the first hour. [i.e., a two (2) hour and fifteen (15) minute meeting will be compensated as one (1) and one-quarter (1/4) hours].

Bargaining unit members may be required to attend up to two (2) IEP, IAT, and/or ETR meetings outside the contracted day per month for no more than one (1) hour. Any meetings beyond two (2) meetings per month will be compensated at fifteen dollars (\$15.00) per hour. Every attempt will be made to schedule the meetings during the day.

Employees will not be compensated from the district for any meeting for which they receive outside reimbursement.

If college credit or continuing education units (CEU's) are earned in conjunction with a workshop, or if the workshop is a state mandate requirement, which is a condition of employment, (e.g., sports medicine clinic), employees will not be eligible to receive a stipend. Stipends will not be paid if the employee is supervising students as part of a paid extra duty assignment.

Any member of the bargaining unit seeking workshop reimbursement shall submit a written request to the building principal (Application for Professional Development or Workshop Development Form - shall be made on the district KIOSK) no later than two (2) weeks prior to the first day of class. Documentation shall be provided to the principal which demonstrates the linkage of the course(s) to the employee's IPDP and/or a continuous improvement plan. If approved by the principal, the said request shall then be submitted to the Superintendent or his/her designee for final approval. The Superintendent may waive the two (2) week time line if good cause exists.

#### **4.09     Salary Schedule and Index**

##### **A.     Base Salary**

Effective July 1, 2020, the base salary on the Teacher's Salary Schedule shall be \$39,303. (See schedule attached as Exhibit E-1). Effective July 1, 2021 and again July 1, 2022, the base salary on the Teacher's Salary Schedule shall be negotiated per a reopener agreement, except that steps will not be frozen and insurance premium percentage split will not change.

##### **B.     Experience Steps**

The salary schedule shall consist of consecutive steps through twelve (12) years of experience. In addition, the salary schedule shall contain longevity steps at years 17, 22, 24, 26, 27, 28 and 29.

The BA-0 Base Salary shall be as follows:

Year	Percentage Increase
2020-2021	2%

The salary schedule shall be indexed as indicated on the schedule which is attached hereto as Exhibit E-1.

##### **C.     Training Columns**

1.0000 = Bachelor's Degree  
1.0222 = Bachelor's plus 12 semester hours  
1.0444 = Bachelor's plus 24 semester hours  
1.0666 = Bachelor's plus 36 semester hours  
1.0888 = Master's Degree  
1.1110 = Master's plus 12 semester hours  
1.1332 = Master's plus 24 semester hours  
1.1554 = Master's plus 30 semester hours

A Master's Degree will be recognized only if the degree is in the field of education. Courses beyond

the Master's Degree will only be recognized if they are an integral part of a planned program, from an accredited university, leading to a post graduate degree/specialist certificate in education or are directly related to the employee's current assignment.

#### **4.10 STRS Pick-Up**

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System (STRS) of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

#### **4.11 Extra-Curricular Salaries**

A. The Administration in concurrence with the Athletic Director may cancel an athletic supplemental contract due to lack of participation. A contract holder whose contract is canceled shall be compensated on a pro-rated basis as indicated below for the number of days completed of the contract per the calendar as established by the Ohio High School Athletic Association (OHSAA) or as otherwise indicted for non-coaching supplementals:

1. Pro-rated amounts will be defined as follows:

a. Coaches/Cheer Advisor/Director of Bands/Marching and Pep Band Assistant/Color Guard Advisor

- 25% at signing of the contract
- 25% at the beginning of the practice season (as defined by OHSAA), engaging in pre-season activities, or virtual engagement
- 25% at the beginning of the regular season (as defined by OHSAA)
- 25% at the completion of the regular season

b. Concert & Stage Band, Concert/Women's Choir/Elementary Band/Director of Vocal Music HS and MS/Choraliers/Director of Dramatics/Director of Dramatics Assistant/Middle School Drama/Chimes

- 25% at the signing of the contract
- 25% at the beginning of practice and including virtual engagement (as defined by Director/Advisor and Building Principal)
- 25% at the completion of the first performance
- 25% at the completion of second performance

- c. Elementary Summer Band Lessons
    - 25% at signing of the contract
    - 50% at the beginning of lessons, including virtual engagement
    - 25% at the completion of lessons
  - d. Class Advisors/Club Advisors/Club Activities/Miscellaneous
    - 25% per academic quarter, including virtual engagement
- B. The salaries for positions listed on the Schedule of Extra Pay for Extra-Curricular Activities, excluding Extended Service Pay, (see Exhibit F) shall be calculated as follows for employees covered by this agreement for the respective activity:
- 0 - 10 years of experience - % times BA salary at respective Step
  - 11 - 15 years of experience - % times BA salary at Step 12
  - 16 or more years of experience - % times BA salary at Step 17
- The Bellevue Board of Education has the authority to pay non-certified or non-bargaining individuals who are employed for an extra-curricular position less than but no more than the BEA Supplemental Salary Schedule.
- C. The Board of Education shall have the authority to create, alter, and/or eliminate positions under this article. If a position is created and/or altered, the Board of Education shall negotiate with the Association for the rate of compensation. The rate of compensation does not apply to Extended Service Pay. Extended Service Pay will only be reduced pursuant to the procedures of Article 6.02.
- D. The specific extra-curricular positions to be filled, and the number of such positions, shall be determined by the Board of Education. Once the Board determines that specific extra-curricular positions are to be filled for a given school year, all such positions shall be posted as vacancies pursuant to the procedures detailed in Section 6.03 of this agreement.
- Qualified members of the bargaining unit who apply for such vacancies shall be considered to fill the extra-curricular positions for which they apply. All extra-curricular contracts held by members of the bargaining unit shall expire at the end of the current year.
- E. All extra-curricular contracts held by individuals not employed as regular teacher(s) shall be non-renewed yearly.
- F. All supplemental contracts held by members of the bargaining unit shall expire at the end of the current school year. Any bargaining unit member who will not be rehired must have received an evaluation and shall receive written notification, including written reasons, thirty (30) days prior to the April Board meeting and for spring supplemental contracts thirty (30) days prior to the July Board meeting. A copy of such notification shall be sent to the BEA President. The member shall have the right to request an informal hearing within fifteen (15) days of the date of said notice. The hearing shall be conducted before the Superintendent and/or his/her designee. The bargaining unit member shall have the right to be represented by an Association member and/or the Labor Relations Consultant.
- G. The rate of compensation for all employees who are issued an extra-curricular contract for a position or

positions on the "Schedule of Extra Pay for Extra Duties" shall be based on all salary increases on the Teachers Salary Schedule which take effect during a given school year (July 1 - June 30).

- H. Extra-curricular contract holders shall choose from the following payment options, which shall be selected by the employee at the time the extra-curricular contract is signed by the employee:
1. A lump sum on the next regular pay after the conclusion of the contractual assignment and the completion of all duties associated with the extra-curricular contract.
  2. One-half (½) of the amount midway through the assignment and the remaining one-half (½) on the next regular pay after the conclusion of the extra-curricular assignment and the completion of all duties associated with the extra-curricular contract.
  3. Twenty-six (26) pay periods divided equally throughout the school year. This option shall be offered only for certified bargaining unit members with a nine (9) month extra-curricular contract or those members who start their extra-curricular contract at the beginning of the school year.
  4. Due to the uncertainty of extra-curriculars due to the COVID-19 pandemic, this provision will be suspended during the 2020-2021 school year only. During the 2020-2021 school year, all supplemental salaries will be paid at the completion of the employee's supplemental duties.
- I. Bargaining unit members holding extra-curricular contracts will be subject to administrative evaluations.

#### 4.12 **Medical Insurance (Hospitalization)**

- A. The Bellevue Board of Education will maintain a group medical insurance plan for all employees. To the extent the law changes, health insurance will follow the law.
- B. The Board will pay during the life of the contract, the following premium costs for medical, dental and vision insurance for all full-time employees which reflects the base coverage of health and prescription drug plan and is shown in Table 1.

***Table 1 - Board of Education Obligation for Insurance (Monthly Amount)***

Table 1 – Board of Education Obligation for Insurance		
<u>Health/Prescription Board Premium Obligation</u>	85%	
<u>Dental Board Premium Obligation Per Month</u>	\$50	Single & Family
<u>Vision Board Premium Obligation Per Month</u>	\$8	Single
	\$18	Family
Premiums above the dental and vision board obligation monthly amounts listed above will be split 50% paid by the Board, 50% paid by the employee.		

C. Miscellaneous Provisions:

1. Part-time employees may share in the insurance program by requesting a salary deduction of an amount equal to the difference between the premium cost and the Board of Education obligation for a respective plan. The Board's obligation will be equal to the amount of premium paid by the Board for a full-time teacher multiplied by the percentage of full-time duty shown on the teacher's contract.
2. Any employee, whether new or currently employed, may apply during each September for coverage under the hospitalization plan beginning October 1 for the respective year and will have a waiting period not to exceed thirty (30) days for commencement of coverage. Furthermore, any employee who involuntarily loses other coverage may enroll at any time or as required by HIPAA.
3. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s).

This requirement does not apply to any spouse who:

- Works less than twenty (20) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

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

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately [and not later than thirty (30) days after any change in eligibility] if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer,



business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the plan, 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, business, organization, or any 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 group health insurance and/or prescription drug insurance overages sponsored by HESE. 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 business, organization, or 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, up to and including termination of employment.

4. In addition to the regular plan, the Board will compensate employees who elect not to participate in this insurance coverage to receive one thousand five hundred dollars (\$1,500) in lieu of participating in the group hospitalization program. Employees are also eligible for payment in lieu of for vision and dental as described in *ARTICLE IV - SALARIES AND FRINGE BENEFITS* - Sections 4.13 (Dental Insurance) and 4.14 (Vision Insurance). Compensation for such non-participation will be issued to an employee (by separate check) on a semi-annual basis in the months of February and August and will not be subject to STRS contributions. Payment in August will be made by the last calendar day of August and will cover the non-participation period of March through August. Payment in February will be made by the last calendar day of February and will cover the non-participation period of September through February. The in lieu of payment amount will be pro-rated if employee is enrolled in insurance any of the months of the non-participation period. If the spouse of an employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.
5. For the duration of this Master Agreement, an insurance committee consisting of at least the Superintendent, Treasurer, and President of the BEA plus up to three (3) administrative and three (3) certificated staff members will meet on an annual basis, as often as needed, to continue discussion, receive updates, regulate costs for the Board and certificated employees, and to study existing insurance and programs. Then, upon mutual agreement of the Superintendent and the President of the BEA, changes and/or benefits in the insurance program may afford the contract to be reopened for discussion with possible changes.

D. Bellevue City Schools Health Insurance

Summary of Benefits and Coverages for the Wellness Plan and the Minimum Value plan are shown in Exhibit J.

**4.13 Dental Insurance**

The Board shall provide single or family (whichever is applicable) dental insurance coverage for each bargaining unit member. The dental benefits provided shall be equal to or exceed the following specifications:

1. Payment based on a percentage of reasonable and customary fees charged by a dentist:
  - CLASS I - Preventative and Diagnostic - 100%
  - CLASS II - Basic Restorative - 80%
  - CLASS III - Major Restorative - 60%
  - CLASS IV - Orthodontia - 60%
2. A calendar year maximum for all CLASS I, II, and III expenses of \$1000.00 per person.
3. A lifetime maximum for CLASS IV (Orthodontia) expenses of \$1500.00 per person.
4. An individual deductible per calendar year of \$25.00 for CLASSES II and III.
5. A family deductible per calendar year of \$50.00 for CLASSES II and III.
6. When both husband and wife are employees of the Board, only one (1) will be eligible to enroll in the dental insurance program.
7. Employees may elect to receive twenty percent (20%) of the current premium in lieu of participating in this insurance coverage. Requests for payment in lieu of participation shall be submitted to the Treasurer by the fifteenth (15th) of the month preceding the effective date of this payment. The husband/wife exclusion noted in the preceding paragraph shall not apply to this payment. If the spouse of an employee carries insurance through another HESE school district, the employee is not eligible for the payment in lieu of insurance.

**4.14 Vision Insurance**

1. The benefits provided shall equal or exceed the following specifications:
  - Examinations once every 12 months
  - Lenses once every 12 months
  - Frames once every 24 months
  - Deductibles: \$12.50 on lenses and frames; \$7.50 on exams
2. Bargaining unit members may elect to receive twenty percent (20%) of the current premium in lieu of participating in this insurance coverage. Requests for payment in lieu of participation shall be submitted to the Treasurer by the fifteenth (15th) of the month preceding the effective date of this payment.



**4.15 Life Insurance**

The Board will provide each bargaining unit employee with a group term life insurance policy at Board expense. The face value of the policy shall equal the employee annual salary as of September 1 of the current work year (exclusive of extra-curricular pay) rounded to the next highest thousand dollar amount.

Part-time bargaining unit employees may share in the insurance program by requesting a salary deduction of an amount equal to the difference between the premium cost and the Board of Education obligation. The Board obligation shall be equal to the percentage of full-time duty shown on the teacher's contract.

**4.16 Physical Exams, TB Tests, Chest X-Rays**

All physical examinations, TB tests, or chest x-rays which are required of a teacher by the Board of Education shall be fully paid for by the Board of Education. Every two (2) years an employee shall have the option of having a complete physical examination toward which the Board will pay a maximum of one hundred dollars (\$100.00) above the amount, if any, which is paid by the group medical insurance coverage. The selection of the physician shall be the employee's option. A Bellevue Schools payment authorization form shall be submitted to the Treasurer by the employee with a copy of the Explanation of Benefits (EOB) Form from employee's health insurance company within sixty (60) days of receipt of the EOB.

Consistent with OSHA Regulations; upon employment; and when required; the Board shall provide information and/or shots for Hepatitis B at its expense.

**4.17 Section 125 Account**

A Section 125 flexible spending account shall be available to each employee. Participation in such account shall be at the option of each individual employee.

**4.18 Severance Pay**

A teacher may elect, at his/her time of retirement, to be paid severance pay at the rate of 33 and 1/3% of all accumulated sick leave times the teacher's per diem rate of pay, not to exceed 78.66 days, provided the teacher has been employed by the Bellevue Board of Education for at least ten (10) years and retires under the procedures adopted by STRS.

Such payment eliminates all sick leave credit previously accrued, but unused, by the teacher. To be eligible for severance pay, the teacher must apply to the retirement system, as evidenced by the receipt of the retirement form in the Treasurer's Office, within one hundred twenty (120) days after the last day of service.

Payment to eligible employees for severance under Article IV, Section 4.19 of this contract will be made in one (1) of two (2) ways:

1. For employees retiring that are age fifty-five (55) years and older [or who obtain age fifty-five (55) in the year of separation] who are eligible for the Bellevue School's Special Pay Plan:
  - A payment made by the employer will be made to the employee's leave/special pay account in three (3) equal installments over three (3) years beginning in January in the year following the member's effective date of retirement. The second payment will follow the next January and final payment the January after.

2. For those employees retiring that are age fifty-four (54) years and younger:

- Payment of Severance Pay will be made in January in the year following the member's effective date of retirement through payroll.

If an employee dies prior to retirement, the amount of severance pay to which the employee would have been entitled, as calculated in accordance with the above-mentioned formula, shall be paid to the estate of the employee.

#### **4.19 Retirement Incentive**

Employees who are eligible to retire and who elect to retire during the summer immediately following their first year of eligibility shall be entitled to a one-time cash payment of eight thousand dollars (\$8,000). This payment shall be in addition to any severance pay to which the employee is otherwise entitled. Employees participating in the retirement incentive plan must work through the last teacher work day of the school year to receive the retirement incentive.

For purposes of this provision, "eligible to retire" shall mean the first year of eligibility from the State Teachers Retirement System for an unreduced benefit as recognized by the State Teachers Retirement System (STRS). Employees who otherwise meet STRS eligibility for retirement but who do not meet eligibility for the unreduced benefit from the State Teachers Retirement System may elect to retire, but are not required to do so, and will be deemed eligible to receive this retirement incentive payment at the time of retirement, provided that notification is made by April 1 of the year of retirement. Payment shall be made in July of the same year of the retirement notification as follows:

1. For employees retiring that are age fifty-five (55) years and older [or who obtain age fifty-five (55) in the year of separation] who are eligible for the Bellevue School's Special Pay Plan:
  - A payment made by the employer will be made to the employee's leave/special pay account.
2. For those employees retiring that are age fifty-four (54) years and younger:
  - Payment of Retirement Settlement will be made through payroll.

#### **4.20 Free Tuition For Dependents**

Dependents of members of the bargaining unit represented by the BEA may attend the Bellevue City Schools tuition-free, regardless of place of residence.

#### **4.21 Local Professional Development Committee (LPDC)**

A Local Professional Development Committee shall be formed pursuant to Ohio Revised Code 3319.22.

- A. Committee Composition - the committee shall consist of four (4) teachers, selected by the Association, and two (2) individuals selected by the Superintendent. In the event of a vacancy, a replacement shall be selected by the party making the original appointment.

- B. Terms of Office - the term of office for teacher members shall be two (2) years. The terms of office shall be as specified in the LPDC bylaws.
- C. Committee Operation - the committee E-Signers shall be selected by a 4/6 majority vote of the committee members. The E-Signers shall be the official designee whose signature shall designate approval and completion of an Individual Professional Development Plan (IPDP) and License Renewal on the Ohio Department of Education SAFE account.
- D. Decisions shall be made by a 4/6 majority vote of the committee members. The LPDC shall have the authority to establish its operational rules, in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.
- E. Meeting Schedule and Compensation - The LPDC shall meet regularly during the school year to complete its work. Teacher members shall be paid fifteen dollars (\$15) per hour for committee work performed outside the regular work day or work year.

#### **4.22 Background Checks**

All employees and Board approved coaches will receive state and federal background checks free of charge at the Bellevue City Schools Board of Education office.

#### **4.23 Resident Educator Program**

A Resident Educator Program shall be implemented in accordance with the Teacher Education and Licensure Standards, the guidelines and standards established by the Ohio Department of Education, all applicable laws and rules and with the provisions of this section. A Resident Educator Mentor shall be assigned to each newly hired teacher employed under a four (4) year resident educator license. The purpose of this program is to provide assistance in enhancing teaching skills and give support for professional development.

##### **A. Mentor Teachers**

1. The responsibilities of the assigned resident educator mentor teacher will include the following:
  - The mentor teacher shall follow the guidelines and procedures outlined in the Mentor and Resident Educator Teacher Notebook.
  - No mentor teacher shall participate in any formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding continued employment of the resident educator.
  - All interaction, written or oral, between the mentor teacher and the resident educator shall remain confidential and shall not be used by either the Board of Education or the Association in termination or non-renewal actions, unless the matter involves illegal, immoral and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or §ORC 3319.16.

- The lead mentor will have the additional responsibility to meet with other assigned mentors and resident educators to discuss any concerns. He/she will also review and suggest any revisions that should be made to the Mentor and Resident Educator Teacher Notebooks.

2. Criteria for selection of mentor teachers will be as follows:

- A mentor teacher must have a minimum of three (3) consecutive years of teaching experience and have successfully completed the requirements of the state.
- Posting of mentor positions shall be in accordance with the collective bargaining agreement in Article 6.03. When possible, the mentor teacher should be employed in the same building, grade level and hold similar certification/licensure. If more than one (1) mentor teacher applies and meets the selection criteria, the mentor teachers shall be assigned on a rotating basis.
- A mentor teacher must have demonstrated above average teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively. If the mentor teacher fails to follow these tenets, the mentor teacher shall be immediately removed without recourse to the grievance procedure or §ORC 3319.16.

3. Compensation and Planning Time

- Assigned mentors and the lead mentor [one (1) designated from the group] shall be issued a limited supplemental contract and be compensated in accordance with the provisions of the Extra Duty Salary Schedule for each Resident Teacher he/ she mentors.
- During each semester of a school year the mentor teacher may receive the equivalent of one (1) day of release time to mentor. Additional release time may be approved by the principal.

B. Resident Educators

- Mentoring processes and procedures will be provided to the resident educators by their assigned mentors following the guidelines outlined in the Mentor and Resident Educator Teacher Notebook.
- During each semester of a school year the resident educator may receive the equivalent of one (1) day of release time for mentoring. Additional release time may be approved by the principal.
- No resident educator may be compelled to release information to the District regarding the resident educator's assessment by the Ohio Department of Education, nor may the school district administrators use such information in the evaluation of the resident educator. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.
- No later than four (4) weeks after the initiation of the Resident Educator Program, the resident educator may request a different mentor teacher be assigned. If a new mentor is assigned, the former mentor teacher shall have his/her supplemental contract terminated without recourse to the grievance procedure and §ORC 3319.16. The new mentor teacher shall receive a pro-rated share of the former mentor teacher's supplemental salary.

## **ARTICLE V - ASSOCIATION RIGHTS**

### **5.01 Use of Facilities and Equipment**

As the exclusive representative of the bargaining unit, the BEA shall have, in addition to other rights provided for in this agreement, the following rights:

1. Organizational use of a school bulletin board in each of the school buildings,
2. Organizational announcements in faculty meetings and faculty bulletins,
3. Reasonable use of school supplies and equipment, and
4. Use of school facilities for organizational meetings after school hours without charge upon completion of appropriate building use request form.

### **5.02 Payroll Deductions for Association Dues**

Payroll deductions of Association membership dues, membership of which is annual from September 1 to August 31, will be made provided written authorization from the individual member to make said deductions is delivered to the Treasurer. The dues will be deducted in ten (10) equal monthly installments, October through July. For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

### **5.03 Payroll Deductions for *Fund for Children and Public Education (FCPE)***

Payroll deductions for *Fund for Children and Public Education* contributions will be made provided written authorization from the individual employee to make said deductions is delivered to the Treasurer. Such payroll deductions will be made at the same time as Associations dues deductions. The *Fund for Children and Public Education* deductions will be made only on the basis of a minimum of one dollar (\$1.00) per month and in whole dollar amounts. Said deductions shall be on a continuous basis from year to year unless the individual member notifies the Treasurer otherwise in writing.

### **5.04 Fair Share Fee—RESERVED**

Effective with the 1991-92 school year, the Bellevue City Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the BEA/NWEOA/OEA/NEA, hereinafter referred to as fair share fee, from the pay of all bargaining unit members who elect not to become members of the Association or who elect not to remain members.

Payroll deduction of such fair share fees shall begin with the second pay period in January except that no deductions shall be made for newly-hired bargaining unit members until their second paycheck, which period shall be the required probationary period for newly-employed bargaining unit members. Such deductions shall continue through the remaining number of payroll periods for the current contract year.

Fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off 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 Association membership dues less the amount previously paid through payroll deduction.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Implementation of this fair share fee provision shall begin in the second paycheck received in January, 1992, by bargaining unit members who have elected not to be members of the Association. The Association agrees to annually notify all non-members of their right to become members of the Association during the month of September and to notify the treasurer of the Board by November 15 of all employees who elect not to become members of the Association.

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

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

- A. The Board shall give written notice to the Association within ten (10) days of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
- B. The Association shall reserve the right to designate counsel to represent and defend the Board. The Board may employ its own counsel at its own expense to assist with such representation.
- C. The Board agrees to 1) give full and complete cooperation and assistance to the Union 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 affiliate application to file briefs amicus curiae in the action.
- D. The Board acted in good faith compliance with the fair share provision of this Master 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 provision herein.



## **ARTICLE VI - EMPLOYMENT PRACTICES AND CONDITIONS**

### **6.01 Non-Discrimination/No Reprisals**

- A. The Board and the BEA agree that they will not discriminate against any bargaining unit member because of membership or non-membership in the BEA or as a result of participation in the processing of grievances, the bargaining process, and/or other protected union activities.
- B. All provisions of the negotiated contract shall be uniformly applied to all employees and no employee shall be discriminated against because of race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap, sexual orientation, gender identity, gender expression, or constitutionally protected personal life of the employee.

### **6.02 Staff Cutback Procedures**

If the Board determines it is necessary to reduce the number of bargaining unit positions under §ORC 3319.17, or for financial reasons, the following procedures shall apply:

- A. At least sixty (60) calendar days prior to proceeding with an anticipated staff reduction, the Association president shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data including a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees. In conjunction with any reduction in force of bargaining unit members, the Board shall first make a reasonable reduction in administrative and non-teaching staff.
- B. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

Reductions needed beyond those covered by attrition shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

- 1. In making any reduction of staff, the Board shall proceed to suspend contracts in accordance with the recommendations of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations over the same three-year period.

For the purpose of these sections, "comparable" shall be defined as like final summative ratings, i.e., Accomplished, Skilled, Developing, and Ineffective are all comparable.

- 2. Teachers on the recall list will be recalled on the basis of continuing contract status in areas for which they are certified/ licensed. Seniority shall only be used in recall situations where

the decision is between teachers who have comparable evaluations over the same three-year period.

- a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
  - b. Part-time employees shall accrue prorated seniority based upon the percentage of time worked during a school year.
  - c. If two (2) or more teachers have the same length of continuous service:
    - The date of the Board meeting at which the teacher was hired, and then by;
    - The date the teacher signed his/her initial employment contract in the district, and then by;
    - Any remaining ties will be broken by lot at the time such employees are affected by a staff reduction. All affected employees and the Association President, or his/her designee, shall have the right to be present at the time such ties are to be broken.
3. The seniority list shall be posted by March 1 of each work year. The employer shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, the first day worked, the date of hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting. The names of employees on the seniority list shall appear in seniority rank order within areas of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The names of employees who are certificated/licensed in more than one (1) area shall be included on the listing for all areas of certification.
- Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent shall make adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until posting during the succeeding school year.
4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification for which the involved employee is properly certificated/licensed.
  5. An employee whose contract is suspended as a result of a staff reduction shall be given written notification within five (5) work days of the Board's action to suspend. Reductions shall not occur more often than twice a year (effective at the start of a semester).



C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
3. Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when positions become vacant or are created for which any of such employees are or become qualified. After restoration of employees with continuing contracts, those on limited contracts shall also be recalled.

Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue for three (3) years from the date of contract suspension.

4. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights and sever the employment relationship with the school district.
5. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
6. Every possible effort will be made to recall all properly certificated/licensed employees as positions become available within the three (3) year restoration period.
7. During the restoration period, a teacher shall be eligible to have his/her insurance coverage(s) continued according to the C.O.B.R.A. Law.
8. Acceptance or rejection of employment as a substitute shall not constitute the basis for the employer challenge to a teacher's entitlement to unemployment compensation benefits.

D. The administration will provide letters of recommendation for employees affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the individual.

The personnel record and all references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

- E. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

#### **6.03 Vacancies**

All position vacancies (teaching, administrative, and supplemental) shall be made known to the existing staff within five (5) working days as the vacancies become known and shall be posted on the bulletin boards of all schools while school is in session, and at the Central Administration Building at all times. When a staff member who plans to retire or resign has sufficient reason for requesting that the vacancy not be announced before a specified time, that request will be honored.

When a new and/or existing position is anticipated to be filled, and approved by the Board of Education, or when applicable, the State Board of Education, such positions shall be posted on the bulletin boards of all schools while school is in session, and emailed to all school email accounts and at the Central Administration Building at all times. Additionally, the BEA president shall receive all vacancy postings, both during the school year and during the summer.

Those employees who wish to be notified of vacancies which occur during the summer shall notify in writing the Superintendent of this fact by the end of the school year. As vacancies become known during the summer months notice of same shall be mailed to all individuals who requested such notification. The posting of vacancies or recommended new positions will occur prior to the interviewing of any internal applicant for a specific full-time or supplemental position per Ohio Revised Code 3313.53(D).

This policy is intended to communicate with the staff as fully as possible on position vacancies and shall not restrict the administrative staff in emergency situations. Members of the existing staff who are interested in the position(s) announced will submit a written statement indicating the position desired and their qualifications within five (5) calendar days after the position is posted.

All staff members who appear to be qualified based on their training and experience shall be interviewed for said position. At least one (1) interview shall be afforded to candidates for similar positions (e.g., elementary teacher position, secondary science).

#### **6.04 Summer School Positions**

Job posting procedures for summer school positions shall made be as prescribed in Section 6.03 - Vacancies.

Teachers in the Bellevue City Schools who possess proper certification will be given preference. Summer school teachers shall be paid an hourly rate which shall be calculated in accordance with the following formula:

*Base salary divided by 184 days divided by 6 and ½ hours.*

An additional amount equivalent to 25% of instructional time shall be paid for in-school conference/preparation time.

#### **6.05 Teacher Contracts and Assignments**

Teacher contracts and/or salary notices (whichever is appropriate to each individual teacher) will be issued to teachers no later than June 30. Said contracts and salary notices will contain the following information:

1. Total annual salary
2. Basis for determining compensation on the salary schedule
3. Number of pay days and date first pay will be issued
4. Adopted school calendar(s) if adopted by the Board of Education

If a change in teaching assignment (building and/or subject or grade level) is anticipated for the succeeding school year, the affected employee(s) will be notified in writing prior to July 5. It shall be understood, however, that if circumstances necessitate a change subsequent to July 5, a conference will be held between the Superintendent or his/her designee and the teacher(s) to discuss the change.

In making changes in teaching assignments, as discussed in the preceding paragraph, the following shall be taken into consideration:

1. Certification
2. Qualifications (academic preparation, experience in the teaching assignment, performance)
3. Additional specialized training
4. Seniority

When individuals are equal in sections 1, 2, and 3, the person with the least seniority in the Bellevue City Schools shall be the one whose teaching assignment is changed.

#### **6.06 Teaching Contracts**

Teachers who have taught in the Bellevue City Schools for at least three (3) years on one (1) year limited contracts, and have received satisfactory evaluations and are not eligible for continuing contract status, shall be issued a two (2) year limited contract. At the completion of the two (2) year limited contract, teachers who have received satisfactory evaluations and are not eligible for continuing contract status, shall be issued a three (3) year limited contract.

In order to be considered for receiving a continuing contract, teachers who anticipate being eligible to receive a continuing contract, shall notify the Superintendent or his/her designee by September 15 of the year of their eligibility.

A teacher becomes eligible for continuing contract status provided he/she (a) possesses a valid professional, permanent or life certificate, or a professional educator's license prior to January 1, 2011, and (b) has taught in the district for at least three (3) years within the last five (5) years, or has served two (2) years in the district if continuing contract status has been attained elsewhere. If the teacher possesses a professional educator's license rather than a professional, permanent, or life certificate, he/she must also complete either one (1) of the following:

1. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
2. If the teacher held a master's degree at the time of initially receiving a teacher's certificate or an educator license, six (6) semester hours of graduate course work in the area of licensure

or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

Continuing contract qualifications for teachers employed with an initial four (4) year Resident Educator License on or after January 1, 2011 must hold a professional educator's license, senior professional educator's license or lead professional educator's license, has held an educator license for at least seven (7) years, and meets one (1) of the two (2) qualifications listed above.

A written notice of resignation filed with the Superintendent prior to and including July 10 is automatically effective without Board approval. A written request for release from contract after July 10 may be approved by the Board.

#### **6.07 Evaluation**

Guidance Counselors will participate in OCES (Ohio Counselor Evaluation System) beginning with the 2017-18 school year.

Evaluation of bargaining unit members shall be based upon the Teacher Job Description which is attached hereto as Exhibit G (as found in the new district job description binder once it is completed) and the Ohio Teacher Evaluation System (OTES).

1. The Bellevue City School District will use the Ohio Teacher Evaluation System to evaluate all teachers who spend at least 50% of his/her time providing content-related student instruction. Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Bellevue Education Association. At this time the only staff not meeting the definition is Speech Language Pathologists and Guidance Counselors. The SLP and Guidance evaluation tools are attached to this memorandum.
2. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance (50%) and student growth (50%).

Each teacher evaluation will result in an effectiveness rating of:

- A. Accomplished
- B. Skilled
- C. Developing
- D. Ineffective

3. All procedures will be found in the Bellevue City Schools Teacher Evaluation System Packet, which will be approved by the Board of Education. All information in the packet is derived from the district teacher evaluation committee, comprised of an equal number of teachers and administrators.
4. The teacher evaluation cycles and schedule are as follows:

### Evaluation Cycles

#### Cycle I:

- Pre Conference Upon Request of Evaluator or Teacher (Optional)
- Formal Observation (At least 30 minutes)
  - Performance Rubric
- Informal Walkthroughs (At least 2)
- Post Conference Upon Request of Evaluator or Teacher (Optional)

#### Cycle II:

- Pre Conference Upon Request of Evaluator or Teacher (Optional)
- Formal Observation (At least 30 minutes)
  - Performance Rubric
- Informal Walkthroughs (At least 2)
- Post Conference Upon Request of Evaluator or Teacher (Optional)

#### Cycle III:

- Pre Conference (Optional)
- Formal Observation (At least 30 minutes)
  - Performance Rubric
- Informal Walkthroughs (At least 2)
- Post Conference (Optional)
- Final Summative Rating (Based on 50% Performance on Standards and 50% Student Growth Measure)
- Written Report by May 10

#### Cycle IV:

- Formal Observation (At least 30 minutes)
- Off Year Teacher Evaluation Tool
- Conference
- Written Feedback by May 10

### Evaluation Schedule

Category I: Teacher Evaluated Each Year (Standard Schedule): Not on One Year or in Final Year of Multi-Year Contract. This includes teacher who is on a continuing contract and not rated Accomplished or Skilled.

- Cycle II & III

Category II: Teacher Evaluated Every Third Year (Accomplished) or Every Other Year (Skilled): Not on One Year or in Final Year of Multi-Year Contract and Average or Above Average Student Growth Measure Data

- Cycle IV

Category III: All Teachers on a One Year Contract or in Final Year of Multi-Year Contract

- Cycle I, II & III

5. 50% of the evaluation tool is the OTES Teacher Performance Rubric. 50% of the evaluation tool is based on the following student growth measurements:

The student growth measure portion of OTES will be fully implemented in 2014-15 based on 2013-14 data. The final summative rating for the 2013-14 school year will be solely based on the teacher performance rubric, but all staff will receive a student growth measure simulation. All first year teachers will use the Category C measurement as their growth measure due to the fact that they won't have established value added data during their first year of teaching.

Category A: 25% Value Added/25% Vendor Assessment

Category A1: 50% Value Added as indicated by law (Teachers who teach value added subjects exclusively)

Category B: 50% Vendor Assessment

Category C: 50% Student Learning Objectives (SLO)

Category C teachers will have two SLO measures with pre and post assessments

6. The notification time lines and procedures of the evaluation process are as follows:

Notification Timelines:

Teaching staff will be notified a minimum of 5 work days prior to the pre-conference.

Pre-Conference: To be held no more than 3 days prior to the lesson. Pre-conferences will not be held the day of the 30 minute formal observation.

Formal Observation: Must be at least 30 minutes in length. Number of formal observations per year is dependent on what type of contract the teacher holds (limited, multi-year, or continuing)

Walk Throughs: Informal observation tool that provides immediate, written feedback on the established goals of the OTES committee:

3-5 minutes in length

Administrator conducting the walk throughs will also be the administrator doing the formal observation. There are at least two walk throughs per the number of observation cycles per teacher and may occur anytime between the 1<sup>st</sup> day of school and May 1<sup>st</sup>

There will be one district walk through goal and one building walk through goal each year. The district walk through goal will be determined by the OTES committee at the start of each school year. The building walk through goal will be determined by the Building Leadership Teams at the beginning of each school year.

SAMPLE Walk Through Goals:

1. Clear learning targets are posted in the classroom
2. The percentage of student engagement will be documented



Post-Conference: To take place within 3 days following the formal observation

Formative Feedback: Staff will be given a copy of the teacher performance rubric and formative rating for each formal observation within 3 days following the post conference.

Final Summative Rating: Staff will be given the final summative rating, as required by law, by May 10. (Accomplished, Skilled, Developing, Ineffective).

During the 2020-2021 School Year, the OTES Committee will meet to agree to the OTES 2.0 changes for this contract.

The Superintendent's decision to recommend non-renewal of a limited contract will be based upon the teacher's performance within the educational setting and those acts which impact upon the school community and are not constitutionally protected. If specific weaknesses or areas of concern are identified, a conference between the teacher and the evaluator will be held to discuss the weaknesses or concerns, and suggestions and instruction for improvement will be made by the evaluator. Subsequent evaluation records shall reflect the extent to which the evaluator's instructions are carried out by the teacher.

#### **6.08 Liability Insurance**

- A. The Board shall purchase and pay the full premium cost for liability insurance covering each employee represented by the Association, now or hereafter employed. The specific amounts of the coverage and the carrier of such policy shall be determined by the Board of Education.
- B. The Board, through its liability insurance, shall defend any employee in an action to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee if the act or omission occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment. In addition, the school district will indemnify and hold harmless an employee if a judgement (other than for punitive or exemplary damages) is awarded against the employee for damages caused by an act or omission of the employee if the employee was acting in good faith and within the scope of his/her employment.
- C. An employee shall be granted a maximum of forty-eight (48) hours, except in emergency situations as determined by the administration, to secure professional advice before he/she is required to file a written accident report or to give an oral account of an incident to anyone other than his/her immediate supervisor or the Superintendent. In addition, prior to the making of any statements (oral or written) relative to a potential or actual lawsuit, an employee shall have the right to seek counsel from an individual(s) of his/her choice. The same right shall exist prior to the Board entering into any consent judgement or settlement in any action brought against an employee.
- D. Employees shall have the right to representation of their choice, at the employee's expense, at any formal hearing involving a complaint or incident that could result in a claim of liability and at any and all meetings, hearings, and/or depositions related to an actual lawsuit.
- E. An employee shall suffer no loss of pay as a result of attendance at any meeting, hearing, or deposition with counsel representing the insurance company related to an actual or potential lawsuit, or meetings with the employee's counsel for actual lawsuits stemming from the above-described circumstances. An employee shall suffer no loss of any type of leave to which he/she is otherwise

entitled provided a written request is submitted at least three (3) days prior to the intended absence indicating the date, time, location, and person with whom the meeting is scheduled.

**6.09 Maintenance of Certificates/Licenses**

As a condition of employment, all teachers must hold proper certification/licensure.

**6.10 Drug-Free Workplace**

The Board of Education and the BEA shall abide by and be subject to the provisions of the federal drug-free workplace and drug-free schools and campus acts.

**6.11 Personnel Files**

- A. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be kept as confidential as permitted by law. A request for access shall be scheduled through the Superintendent. An employee may be accompanied by a representative of his/her choice at the time of review of the individual's personnel file. The employee's request to view his/her file shall not be subject to the waiting period described in paragraph E of this section and need not be submitted in writing.
- B. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. The employee may file a grievance on any material in his/her file.
- C. Unfavorable material from parents or others outside the education field shall not be placed in the personnel file unless Article 6.17 has been followed.
- D. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.
- E. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. An individual requesting to see an employee's file shall not be granted access to the file for a period of one (1) work day from the time the request is made. During this period of time the employee may review his/her file and the Administration shall make arrangements for such review.
- F. The procedures herein shall take precedence over and supersede the provisions of §ORC Chapter 1347.
- G. Record of unfavorable or disciplinary matter shall be removed, upon the request of the employee, from an employee personnel file two (2) years after the placement of said record(s), provided the employee has had no intervening unfavorable materials or disciplinary actions within the two (2) year duration.

#### **6.12     Work Day/School Year**

- A.     The school year shall be one hundred eighty-four (184) days in length.
- B.     The work day for all employees represented by the BEA shall consist of seven (7) hours and thirty (30) minutes with starting and ending time for the regular school day administered by the building principal and inclusive of the time periods specified in the following paragraphs:
  - 1.     All employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) consecutive minutes. Employees may leave the building during this time.
  - 2.     All teachers (classroom and special) shall be entitled to, during the student day, planning/conference time [for the elementary a minimum of two hundred (200) minutes per week and for the secondary a daily planning/conference period which is the equivalent of a regular teaching period]. All teachers shall have planning/conference time scheduled for each work day in which students are in attendance. Teachers needing to leave the building during their conference period/time, shall notify the office and/or principal. No employee may be assigned additional duties during this time.
  - 3.     IEP work loads should be determined by considering three factors: 1) areas of service, 2) severity of each child's needs, and 3) planning time for the teacher.
- C.     When the opening of school is delayed by fog, snow, etc., the faculty at each building will be required to report for duty fifteen (15) minutes prior to the end of the delay. When the schools are closed due to weather, faculty will not be required to attend any prior approved leaves. In the event of a school closure due to the weather or calamity, the BEA staff will not be required to report to work on calamity days one through five (1-5). All days beyond five (5) days will be considered in session and teachers will continue to instruct students with remote learning methods. If the district reaches the minimum number of instructional hours due to weather related closures, any days beyond the minimum required school year will be made up at the end of the year with the students. When school closure is due to weather, the teacher has the option to do remote learning from home.
- D.     On occasion, an individual employee and a building administrator may agree to alter the required starting and/or ending time of an employee's work day. Such occasional flexibility in an employee's work day shall be administered in a manner which is neither arbitrary nor capricious.
- E.     A teacher record day will be added to the end of the 2<sup>nd</sup> semester. This day is in addition to the teacher workday. The purpose of the teacher record day is to grade end of year course work, complete grades and enter grades.

#### **6.13     Class Size**

The Administration understands the importance of class size in relation to the learning environment. The Administration will make every attempt to equalize class size and keep class size at an optimum level for learning.

It is desirable to maintain uniformity in class size throughout our School District. The following guidelines will not include special education, elementary music and physical education, vocational education, special funded

positions (Title I, DPPF, Related Services), nor band and choir. Students who are assigned to a regular classroom for mainstreaming purposes will be included in the average size.

Grade Level	Average Level	Maximum Size *
K	23-25	25
1-3	23-26	26
4-6	26-30	30
7-12	21-25	30

\* Maximum class size will not be exceeded unless extenuating circumstances make it necessary. If any class exceeds the above maximum class size, the affected teacher will discuss the issue with the building administration first. The administration shall utilize available district resources to maximize student achievement and support the needs of the students.

#### **6.14 Student Discipline and Teacher Protection**

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property, and at school functions. All employees shall have an expectation that the Student Code of Conduct as detailed in Board policy and Student Handbook shall be uniformly implemented and enforced within a given building and throughout the Bellevue City School District.

#### **6.15 Labor-Management Relations Committee**

The Labor-Management Relations Committee will meet on a monthly or as needed basis to discuss mutual concerns for the district. This program will be implemented by either the Superintendent and/or the BEA President both of whom shall serve as members along with two (2) to three (3) administrators and two (2) to three (3) Association members unless otherwise agreed to. The committee may schedule more meetings to address the mutual concerns.

#### **6.16 Complaints About Teaching Staff Members**

Any person or group having an interest in the schools of this District has the right to present a request, suggestion, complaint, or grievance concerning District personnel, the program, or the operations of the District.

It is the desire of the Board to rectify any misunderstandings between the public and the School District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

##### Complaints (Verbal and Written)

If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purposes involved. If the complaint remains unresolved, the employee will refer the complainant to the building principal to have his/her views considered further. Whether the complaint is substantiated or terminated, the individual staff member will inform the building principal or educational supervisor.

If a complaint comes first to the building principal/educational supervisor and involves a staff member, the principal/supervisor may 1) attempt to diffuse the dispute, or 2) schedule a conference between the complainant, the staff member and the principal/supervisor. The staff member being criticized will be given the opportunity to choose whether or not to participate in the conference with the complainant. If the complainant refuses to have a conference with the staff member, the building principal/supervisor may choose to listen to the complainant and then discuss the complaint with the staff member.

If a complaint comes first to the Superintendent, the Superintendent may hear the complaint and/or redirect the complaint to the principal/supervisor or his/her designee. In all cases, the building principal/supervisor or his/her designee and the staff member will be promptly notified of the specific nature of the complaint and the name of the complainant.

During this procedure the employee will be notified of any and all related conferences or meetings and may elect to be present and have the right to representation of his/her own choosing.

No action against a staff member will be taken by the administration and/or Board without the staff member being informed of the source(s) of the complaint and has had an opportunity to respond to the complaint.

As necessary, complaints will be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint by the administration prior to discussing the matter with the employee. The employee has the right to make written responses to the complaint and findings from any and all conferences.

#### **6.17 Progressive Discipline**

Disciplinary action shall be uniformly applied, using the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. Disciplinary actions may be imposed upon employees only for just cause.

No discipline, excluding a verbal reprimand, shall be given to any employee until the employee has been issued a written statement of the charges against him/her and had an opportunity to respond to the charges in a disciplinary hearing. During such a hearing, the employee shall have the right to be represented by an Association Representative.

Records of disciplinary action shall be removed, upon the request of the employee, from an employee's personnel file two (2) years after the imposition or serving of the disciplinary action, whichever is later, provided the employee has had no intervening disciplinary actions.

Appeals of disciplinary actions other than terminations shall be taken exclusively through the Grievance Procedure. Appeals of terminations shall be made pursuant to Ohio Revised Code 3319.16.

#### **6.18 Computer Network and Internet Use**

Employees shall have access to interconnected computer systems within the District and to the Internet for educational-related purposes. Employees shall follow the District's policies, which shall be reviewed on a yearly basis. Employees will not be responsible for harm to others or damage to property if there is any outside interference with the District's computer system, such as, but not limited to, worms, viruses, and/or other harmful programming or vandalism.

No adverse action may be taken against any employee as a result of a breach in the software programs utilized within the District as part of the required methods of reporting students' grades, attendance, lunch count, and/or communicating with parents or guardians.

While the primary purpose of the computer network shall be work-related and in furtherance of the educational mission of the District, an employee may engage in "incidental" personal use of the network. Incidental use shall be defined as 1) brief and appropriate in content; 2) limited in volume/number; 3) not initiated at any time students are in the classroom for instructional purposes; and/or 4) completing coursework for professional development, licensure or working towards an additional degree.



## **ARTICLE VII - OTHER PROVISIONS**

### **7.01 Complete Agreement**

This Agreement contains the full and complete agreement between the Bellevue Board of Education and the Bellevue Education Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue whether it is covered or not covered in this contract, unless otherwise mutually agreed to or if SERB determines that a specific item not currently in the contract must be the subject of negotiations.

### **7.02 Conflict with Law or Regulations**

If any provision of this Agreement, or any application of the provisions of this Agreement to any person or persons, shall be found contrary to any federal law, regulation, ruling or order, whether now or hereafter enacted, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect.

Consistent with Ohio Revised Code 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If, during the term of this Agreement, there is a change in Ohio Revised Code 4117.10(a) which would invalidate any provision(s) of this contract, or if any provision of this Agreement is determined to be contrary to state law by a court of competent jurisdiction, only such provision shall be null and void and the remainder of the Agreement shall remain in full force and effect. Within thirty (30) days the parties shall convene an initial negotiations session and a replacement provision shall be agreed upon by the parties.

### **7.03 No Work Stoppage**

Members of the bargaining unit represented by the BEA shall not strike during the term of this negotiated contract. For purposes of this agreement the term "strike" shall be defined as in ORC 4117.01 (H).

### **7.04 Successor Agreement**

All contract language not changed by negotiations and all memos of understanding shall be carried forward in a successor agreement.


### **7.05 Duration**

All provisions of this Agreement, unless specifically indicated otherwise, shall become effective July 1, 2020 and shall remain in full force and effect through June 30, 2023.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed on this 20<sup>th</sup> day of September, 2020.

THE BOARD OF EDUCATION OF THE  
BELLEVUE CITY SCHOOL DISTRICT

BY:

  
\_\_\_\_\_  
Kim Schubert, Superintendent

BELLEVUE EDUCATION ASSOCIATION

BY:

  
\_\_\_\_\_  
Chris Meadows, President

AND

AND

  
\_\_\_\_\_  
Tammy Flicker, Treasurer

  
\_\_\_\_\_  
Sue Eastman, Vice President

AND

  
\_\_\_\_\_  
Amelia Woodward, OEA Labor Relations Consultant

**GRIEVANCE FORM**

\_\_\_\_\_  
NAME OF GRIEVANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUILDING ASSIGNMENT

\_\_\_\_\_  
GRIEVANCE NO.

The date(s) on which the alleged violation, misinterpretation, or misapplication of a provision(s) of the Agreement occurred:

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

The provision(s) of the Agreement which allegedly have been violated, misinterpreted, or misapplied:

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

The facts on which the alleged grievance is based (attach a separate sheet to this grievance form if a complete statement of the facts requires more space than is provided on this form):

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

The Remedy Sought:

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

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

**STEP 1**

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OR OTHER IMMEDIATE SUPERVISOR

\_\_\_\_\_  
DATE

Disposition by Principal or other immediate supervisor:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I hereby notify the Superintendent that this grievance is being appealed to Step 2. The reason for appealing is as follows:

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

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

**STEP 2**

I hereby acknowledge that this grievance was filed with me on the date set forth below and is being appealed to Step 2:

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT OR DESIGNEE

\_\_\_\_\_  
DATE

Disposition by Superintendent:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

I hereby notify the Board of Education that this grievance is being appealed to Step 3. The reason for appealing is as follows:

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

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

**STEP 3**

I hereby acknowledge that this grievance was filed with me on the date set forth below and is being appealed to Step 3:

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT OR DESIGNEE  
ON BEHALF OF THE BOARD OF EDUCATION

\_\_\_\_\_  
DATE

Disposition by Board:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**STEP 4**

This grievance is hereby submitted to arbitration.

\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE



---

**Bellevue City Schools Sick Leave Bank  
Donation Form \***

---

Employee Name: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_

Building Assigned: \_\_\_\_\_

Total number of years teaching in the Bellevue City School District: \_\_\_\_\_

Total number of years teaching for career: \_\_\_\_\_

Total number of sick days accumulated [refer to most recent pay stub for verification and

you must have a minimum of thirty (30) days to participate]: \_\_\_\_\_

Number of days you wish to donate (circle one):                      1   2   3

By signing at the bottom of this form, you are acknowledging that this donation is permanent, and cannot be "refunded" to you at any time after the donation has been made. However, by making a donation to the **Bellevue City Schools Sick Bank**, this does qualify you for participation in the use of the benefits of the **Sick Leave Bank** in the event of a catastrophic event or illness to you or a member of your immediate family.

Signed: \_\_\_\_\_

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

Received: \_\_\_\_\_

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

BEA President

\* This form must be submitted to the BEA President by 3:00 P.M.  
on the 15<sup>th</sup> of September of each calendar year.

---

**Bellevue City Schools Sick Leave Bank  
Benefit Request Form\***

---

Employee Name: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_

Building Assigned: \_\_\_\_\_

Total number of years teaching in the Bellevue City School District: \_\_\_\_\_

Total number of years teaching for career: \_\_\_\_\_

Have you previously donated to the Sick Leave Bank? (Check One) ☐ Yes ☐ No

If so, please indicate when and how many days you donated \_\_\_\_\_

Please outline the events which led to your use of all accumulated sick leave, and why it is that you are requesting assistance from the Sick Leave Bank (all information will remain strictly confidential). (Use back side of paper if necessary)

---

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---

---

How many days are you requesting? \_\_\_\_\_

(Sick Leave Bank Benefits are awarded in increments of 5 days) \_\_\_\_\_

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

**\* Submit to BEA President**



Base Salary = \$39,303

**Bellevue Board of Education  
Salary Schedule  
2020-21 School Year**

Base = \$39,303      2.0% Increase

Step	BA	BA+12	BA+24	BA+36	MA	MA+12	MA+24	MA+30
0	39,303	40,176	41,048	41,921	42,793	43,666	44,538	45,411
1	41,013	41,960	42,907	43,854	44,896	45,843	46,790	47,737
2	42,722	43,744	44,766	45,788	46,999	48,020	49,042	50,064
3	44,432	45,529	46,625	47,722	49,101	50,198	51,294	52,391
4	46,142	47,313	48,484	49,655	51,204	52,375	53,546	54,718
5	47,851	49,097	50,343	51,589	53,307	54,553	55,798	57,044
6	49,561	50,882	52,202	53,523	55,409	56,730	58,051	59,371
7	51,271	52,666	54,061	55,457	57,512	58,907	60,303	61,698
8	52,980	54,450	55,920	57,390	59,615	61,085	62,555	64,025
9	54,690	56,235	57,779	59,324	61,718	63,262	64,807	66,351
10	56,400	58,019	59,638	61,258	63,820	65,439	67,059	68,678
11	58,109	59,803	61,497	63,191	65,923	67,617	69,311	71,005
12	59,819	61,588	63,356	65,125	68,026	69,794	71,563	73,332
13	59,819	61,588	63,356	65,125	68,026	69,794	71,563	73,332
14	59,819	61,588	63,356	65,125	68,026	69,794	71,563	73,332
15	59,819	61,588	63,356	65,125	68,026	69,794	71,563	73,332
16	59,819	61,588	63,356	65,125	68,026	69,794	71,563	73,332
17	61,529	63,372	65,215	67,059	70,128	71,972	73,815	75,658
18	61,529	63,372	65,215	67,059	70,128	71,972	73,815	75,658
19	61,529	63,372	65,215	67,059	70,128	71,972	73,815	75,658
20	61,529	63,372	65,215	67,059	70,128	71,972	73,815	75,658
21	61,529	63,372	65,215	67,059	70,128	71,972	73,815	75,658
22	63,239	65,157	67,074	68,992	72,231	74,149	76,067	77,985
23	63,239	65,157	67,074	68,992	72,231	74,149	76,067	77,985
24	64,948	66,941	68,934	70,926	74,334	76,326	78,319	80,312
25	64,948	66,941	68,934	70,926	74,334	76,326	78,319	80,312
26	66,658	68,725	70,793	72,860	76,436	78,504	80,571	82,638
27	68,368	70,510	72,652	74,794	78,539	80,681	82,823	84,965
28	70,077	72,294	74,511	76,727	80,642	82,859	85,075	87,292
29	71,787	74,078	76,370	78,661	82,745	85,036	87,327	89,619

BELLEVUE CITY SCHOOLS  
SCHEDULE OF EXTRA PAY FOR EXTRA DUTIES

**ATHLETICS**

**Head Coaches**

Football .....	18%
Basketball	
Boys (1) .....	18%
Girls (1) .....	18%
Volleyball .....	13%
Wrestling .....	13%
Track	
Boys (1) .....	11%
Girls (1) .....	11%
Baseball .....	11%
Softball .....	11%
Golf	
Boys (1) .....	8%
Girls (1) .....	8%
Cross Country	
Boys (1) .....	8%
Girls (1) .....	8%

**Assistant Varsity, Junior Varsity, Freshman Coaches**

Football	
Varsity/JV (5) .....	11%
9 <sup>th</sup> Grade (2) .....	8%
Basketball	
Varsity/JV (2) .....	11%
9 <sup>th</sup> Grade	
Boys (1) .....	8%
Girls (1) .....	8%
Volleyball .....	8%
Varsity/JV (2) .....	8%
9 <sup>th</sup> Grade (1) .....	8%
Wrestling (2) .....	8%
Baseball (2) .....	8%
9 <sup>th</sup> Grade (1) .....	8%
Softball (2) .....	8%
Track	
Boys (2 - Varsity) .....	8%
Girls (2 - Varsity) .....	8%
Golf...	8%
Tennis .....	8%

**7<sup>th</sup> and 8<sup>th</sup> Grade**

Football	
8 <sup>th</sup> Grade (2) .....	8%
7 <sup>th</sup> Grade (2) .....	8%

Basketball	
8 <sup>th</sup> Grade Boys (1).....	8%
7 <sup>th</sup> Grade Boys (1).....	8%
8 <sup>th</sup> Grade Girls (1) .....	8%
7 <sup>th</sup> Grade Girls (1) .....	8%
Volleyball	
8 <sup>th</sup> Grade (1).....	8%
7 <sup>th</sup> Grade (1).....	8%
7 <sup>th</sup> and 8 <sup>th</sup> Grade Track	
Boys (2).....	7%
Girls (2) .....	7%
Cross Country (1 - 7 <sup>th</sup> and 8 <sup>th</sup> Grade) .....	7%
Wrestling	
MS Wrestling (2) .....	8%

#### **Cheerleading Advisor**

Varsity (1).....	13%
JV (1).....	8%
9 <sup>th</sup> Grade Football (1).....	3%
9 <sup>th</sup> Grade Basketball.....	4%
7 <sup>th</sup> and 8 <sup>th</sup> Grade (1).....	6%
Varsity Mat Maid Advisor .....	6%
7 <sup>th</sup> and 8 <sup>th</sup> Grade Mat Maid Advisor .....	3%

Boys Ticket Manager (1).....	5%
Girls Ticket Manager (1) .....	5%
Weight Room Supervisor.....	1.75% per bi-monthly period (10.5%)

#### **MUSIC AND DRAMA**

Marching Band Director, High School .....	8%
Pep Band Director (home boys basketball games) .....	8%
Concert and Jazz Band Director.....	4%
Chimes.....	8%
Marching Band Assistant/Percussion Instructor.....	5%
Marching and Pep Band Director, Assistant (5 girls games) .....	4%
Concert/Women's Choir Director, High School.....	6%
Director of Bands, Middle School .....	5%
Elementary Band .....	4%
Elementary Summer Band Lessons .....	4%
Color Guard Advisor .....	5%
Director of Vocal Music, High School .....	8%
Director of Vocal Music, Middle School.....	5%
Choraliers.....	8%
Elementary Vocal Music .....	4%
Elementary Music Program (2) .....	2%
Director of Dramatics .....	11%
Director of Dramatics, Assistant .....	8%
Middle School Drama .....	5%



**CLUBS AND ACTIVITIES (ELEMENTARY AND MS)**

PHYT Club .....	3%
FCCLA .....	3%
Power of the Pen Advisor, Middle School .....	3%
Student Council Advisor, Elementary .....	3%
Student Council Advisor, MS .....	3%
Yearbook, Middle School .....	3%
Firelands Challenge Advisor .....	3%
Elementary Science Club Advisor .....	3%
Middle School Tech Club Advisor .....	3%
Middle School Asset Club .....	3%

**CLUBS AND ACTIVITIES (HIGH SCHOOL)**

Art Club Advisor .....	4%
R.E.S.I.S.T. ....	4%
Class Coordinators	
Senior .....	4%
Junior .....	5%
Sophomore .....	3%
FCCLA .....	4%
Firelands Challenge Advisor .....	4%
Key Club Advisor .....	4%
National Honor Society .....	4%
School Yearbook Advisor .....	11%
Spanish Club Advisor .....	4%
Student Council Advisor, High School .....	4%
Adult Farmer/FFA/Alumni Advisor (Full-time teacher) .....	14%
Engineering Club .....	4%

**MISCELLANEOUS**

Middle School and High School detention monitors .....	1% per nine weeks
Lead Mentor .....	4%
Mentors .....	3%
Saturday School .....	\$24.00 per hour

**CURRICULAR (Extended Service)**

Middle School Band – 1 day  
Middle School Family and Consumer Science – 3 days  
Middle School Guidance – 15 days per counselor (2)  
Middle School Vocal Music – 1 day  
High School Agriculture Education – 60 days Total for 2 Teachers  
High School Band Assistant – 5 days  
High School Family and Consumer Science – 5 days per teacher (2)  
High School Guidance – 15 days per counselor (2)  
High School Instrumental Music – 10 days  
High School Vocal Music – 3 days

The Board of Education shall have the authority to pay a non-certificated/licensed or non-bargaining individuals employed for a supplemental position less than the BEA Supplemental Salary Schedule.

TEACHER JOB DESCRIPTION

## I. Qualifications

## A. Training

1. Bachelor's Degree
2. Holds an appropriate teaching license as determined by the State Department of Education.

## B. Personal Traits

1. Exhibits acceptable and appropriate language
2. Exhibits patience and self-control
3. Exhibits initiative
4. Exhibits flexibility
5. Exhibits enthusiasm for teaching
6. Exhibits tact and diplomacy when dealing with others
7. Provides appropriate role model
8. Maintains personal appearance appropriate to assignment
9. Exhibits punctuality

## II. Responsibilities

- A. To develop lesson plans with clear objectives which are correlated to appropriate course of study.
- B. To make appropriate provisions for substitute teachers.
- C. To employ instructional methods and materials appropriate to the stated objectives.
- D. To create and maintain a classroom environment which is conducive to learning.
- E. To assess students' achievement on an on-going basis and to provide progress reports as required.
- F. To develop, in accordance with district and building guidelines, reasonable rules of classroom behavior and procedures which are applied in a consistent manner.
- G. To plan and implement lessons and activities that meet the individual needs, interests and abilities of students.
- H. To take all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- I. To recognize his/her responsibility for the supervision of students throughout the school day.
- J. To attend staff, departmental, grade level and committee meetings.
- K. To assist in the selection of books, equipment and other instructional materials.
- L. To uphold, enforce and follow school rules, administrative guidelines and board policy.
- M. To maintain positive communications and respect the necessity for confidentiality.
- N. To continue his/her professional growth.

## III. Line of Authority

- A. The teacher shall be directly supervised by the building principal and/or assistant principal.

## IV. Evaluation

- A. Evaluation will be based on the teacher's overall performance as delineated in the job description including observations within the classroom and the school environment.

## SLP Evaluation Tool

**Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist**

**Appendix A Self-Reflection Professional Performance Review Instrument for the School-Based Speech-Language Pathologist. Figure 1**

Name of speech-language pathologist: \_\_\_\_\_ Period of review: \_\_\_\_\_

Name and title of evaluator: \_\_\_\_\_ Date of review with evaluator: \_\_\_\_\_

Assignment and location: \_\_\_\_\_ Length of time employed in this setting: \_\_\_\_\_

Sources of information for this performance review: \_\_\_\_\_

Purpose of the Review (check all that apply) ☐ Self-evaluation ☐ Supervisor review ☐ Peer Review

**Current Roles & Responsibilities**

Roles	Responsibilities
<input type="checkbox"/> Case Manager	<input type="checkbox"/> Assessment
<input type="checkbox"/> IEP team member	<input type="checkbox"/> Screening
<input type="checkbox"/> Administrator	<input type="checkbox"/> Intervention
<input type="checkbox"/> Mentor/supervisor (CF, other)	<input type="checkbox"/> Prevention
<input type="checkbox"/> Advocate	<input type="checkbox"/> School duties (hall, bus, lunch, recess)
<input type="checkbox"/> Member of IEP team	<input type="checkbox"/> Consultation
<input type="checkbox"/> Member of committees (school or schoolwide)	<input type="checkbox"/> Transition services
<input type="checkbox"/> Other	<input type="checkbox"/> Pre-referral intervention
	<input type="checkbox"/> Collaboration with regular education
	<input type="checkbox"/> Preparation of third-party billing
	<input type="checkbox"/> Research
	<input type="checkbox"/> Continuing education
	<input type="checkbox"/> Other

**Workload**

1. Direct service to students in the district	2. Related services	3. Professional activities and responsibilities
<input type="checkbox"/> Screening	<input type="checkbox"/> Scheduling	<input type="checkbox"/> Faculty meetings
<input type="checkbox"/> Assessment	<input type="checkbox"/> Observation	<input type="checkbox"/> School duties
<input type="checkbox"/> Intervention	<input type="checkbox"/> Consultation	<input type="checkbox"/> PTO meetings
<input type="checkbox"/> Total	<input type="checkbox"/> Collaboration	<input type="checkbox"/> School/district in-service
	<input type="checkbox"/> Curriculum development	<input type="checkbox"/> Continuing education
	<input type="checkbox"/> Preparation	<input type="checkbox"/> Total
	<input type="checkbox"/> Co-teaching	
	<input type="checkbox"/> Team meetings	
	<input type="checkbox"/> IDEA documentation	
	<input type="checkbox"/> Data collection	
	<input type="checkbox"/> Medicaid documentation	
	<input type="checkbox"/> Transition services	
	<input type="checkbox"/> Supervision	
	<input type="checkbox"/> Other	
	<input type="checkbox"/> Total	

Total Workload Time: \_\_\_\_\_

**Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist**

**Number of hours of service provided (average per week)**

- ☐ Inclusion
 ☐ Teacher/parent conferencing  
☐ "Pull-out" sessions
 ☐ Private/charter schools (off campus)  
☐ Classroom intervention (non-IEP)
 ☐ Other (e.g., general education support)

**Caseload size and distribution**

- ☐ Current number of students  
☐ Average per week during school year

Level	No. of Students	Individual	Group	Severe	Moderate	Mild	No. of Session per Month
Birth-3							
Preschool							
K- 4 <sup>th</sup> Grade							
5 <sup>th</sup> -8 <sup>th</sup> Grade							
9 <sup>th</sup> -12 <sup>th</sup> Grade							
18-21							

**Composition of the current caseload**

- ☐ Articulation  
☐ Fluency  
☐ Voice and/or resonance  
☐ Hearing  
☐ Swallowing  
☐ Receptive & expressive language  
☐ Social aspects  
☐ Cognitive aspects  
☐ Augmentative/alternative communication

## Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist

**Figure 2.**

Rating scale: 0= N/A; 1 – I believe I need more information and practice in this area; 2 = I believe this skill is emerging satisfactorily; 3 = I believe this is an area of strength					
Skill	0	1	2	3	Comments
<b>A. Prevention</b>					
1. Promotes healthy lifestyle practices for the prevention of conditions that result in communication disorders in education settings					
2. Foster others' awareness of communication disorders and their prevention					
<b>B. Identification</b>					
1. Screening					
a. Administers, scores, analyzes, and interprets results of screening protocols accurately					
b. Makes appropriate recommendations					
2. Assessment					
a. Case history					
i. Obtains information from a variety of sources, including interviews, file review, questionnaires, checklists, and minutes of meetings to gather relevant information					
ii. Relates case history information to purpose and outcomes of evaluation					
3. Evaluation Protocols					
a. Includes assessment strategies that are nondiscriminatory and are based on evidence-based practice or scientific principles					
i. Uses tools, protocols, and strategies that are the most current and evidence-based					
ii. Strategies and tools are related to the population(s) served.					
iii. Rationales for protocols are inclusive of evidence-based practice and theoretical principles.					
iv. Protocols are culturally and linguistically sensitive.					
4. Evaluation procedures					
a. Administers standardized measures according to the directions outlined by the tests themselves					
b. Supplements standardized measures with:					
i. Classroom observations					
ii. Curriculum-based activities (i.e.,					



## Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist

Rating scale: 0= N/A; 1 – I believe I need more information and practice in this area; 2 = I believe this skill is emerging satisfactorily; 3 = I believe this is an area of strength					
Skill	0	1	2	3	Comments
authentic tasks) iii. Dynamic assessment procedures iv. Other educationally relevant measures that are aligned with academic standards of the setting c. Scores data accurately from all standardized assessment procedures d. Score data accurately from all other sources e. Analyzes and interprets information from standardized assessment measures f. Analyzes and interprets information from all other measures and sources					
<b>C. Evaluation</b>					
1. Integrates results from all assessment information a. Integrates all results from the evaluation process and develops diagnostic impressions b. Constructs a developmental profile c. Develops a functional needs profile					
2. Recommendations a. Collaborates with members of the educational team to synthesize information from the evaluation to determine: i. If there is a disability and its level of severity ii. The extent of its impact on learning iii. Eligibility for speech, language, and/or hearing services b. Contributes to the IEP process to ensure due process and access to free and appropriate public education in the least restrictive environment for the student					
<b>D. Intervention</b>					
1. Development of intervention plans (i.e., IEPs, IFSPs): a. Collaborates with the educational team to create curriculum-based intervention plans that include: i. Educationally relevant and measurable long-term goals ii. Educationally relevant and measurable short-term goals or benchmarks related to the goals					

## Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist

Rating scale: 0= N/A; 1 = I believe I need more information and practice in this area; 2 = I believe this skill is emerging satisfactorily; 3 = I believe this is an area of strength					
Skill	0	1	2	3	Comments
b. Chooses service delivery model(s) that meets the needs of individual students					
2. Service delivery:					
a. Prepares for intervention sessions thoroughly by:					
i. Organizing materials					
ii. Selecting/adapting materials, equipment, devices to meet students' needs					
iii. Incorporating academic/instruction/curriculum into intervention strategies to achieve communication goals					
b. Accommodates students' unique learning styles					
c. Develops strategies for students' successful participation in the classroom/curriculum					
d. Provides sufficient and effective learning opportunities					
e. Constructs culturally, linguistically, and developmentally appropriate learning activities					
f. Uses instructional language that is consistent with students' comprehension levels					
g. Uses teaching strategies to enhance students' participation and learning in the curriculum (e.g., pacing presentation, providing feedback, redundancy, behavior management)					
h. Enables students to develop self-monitoring skills					
i. Provides efficient and effective service delivery and maximizes available time to:					
i. Achieve students' optimal time-on-task					
ii. Promote students' progress					
j. Promotes generalization as an outcome of intervention					
k. Makes referral for other services when necessary (audiology, medical psychology, social, and vocational services)					
3. Theory-practice relationship					
a. Selects and defends intervention strategies using evidence-based practice and theory related to the populations served					

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## Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist

Rating scale: 0= N/A; 1 = I believe I need more information and practice in this area; 2 = I believe this skill is emerging satisfactorily; 3 = I believe this is an area of strength					
Skill	0	1	2	3	Comments
b. Understands theoretical models of intervention (sociolinguistic, developmental, ecological, etc.) c. Matches students' needs for services with appropriate intervention models and makes appropriate modifications					
4. Data collection a. Uses data collection systems that are meaningful and manageable b. Collects quantitative data c. Collects qualitative data d. Interprets and uses data to measure progress related to the general education curriculum and other needs related to the student's disability e. Uses data to modify intervention as necessary					
<b>E. Managerial Skills</b>					
1. Devises and maintains an efficient and effective schedule for meeting roles and responsibilities of a school-based speech-language pathologist					
2. Prioritizes workload					
3. Maintains accurate records					
4. Meets school district's requirements for timely record keeping					
5. Documents clearly and objectively all activities and correspondence relating to children on the caseload					
6. Writes clearly and objectively all activities and correspondence relating to children on the caseload					
7. Organizes workspace, materials, and equipment					
8. Follows established guidelines when enrolling, maintaining, or dismissing children from services					
9. Delivers services promptly and consistently					

## Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist

Rating scale: 0= N/A; 1 = I believe I need more information and practice in this area; 2 = I believe this skill is emerging satisfactorily; 3 = I believe this is an area of strength					
Skill	0	1	2	3	Comments
10. Complies with all state, federal, and local regulatory policies relating to the education of children in a school setting (including knowledge and practice of infection control)					
<b>F. Interpersonal Skills and Professionalism</b>					
1. Speaks clearly, using excellent grammar, syntax, and enunciation					
2. Demonstrates appropriate nonverbal communication skills					
3. Demonstrate active listening skills with others (e.g., teachers, parents, students, and colleagues)					
4. Respects needs and cultural values of others					
5. Maintains professionalism during interaction with others (e.g., teachers, parents, students, and colleagues)					
6. Provides information, counseling, and support to individuals, families, educational teams, and others regarding a student's communication disorder					
7. Creates successful transitions for students through collaboration and communication with others					
8. Demonstrates competence in written and oral communication					
9. Completes tasks, responsibilities, and documentation on time					
10. Is responsive to suggestions and feedback					
11. Maintains confidentiality					
12. Identifies needs and develops a plan for own continuing education					
13. Provides professional development presentations for teachers, parents, administrators, and/or community organizations					
14. Plans and executes a continuing education program for ongoing professional growth					

**Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist**

**Appendix B. Performance Review**

**Figure 3.**

Speech-language pathologist: \_\_\_\_\_ Period of evaluation: \_\_\_\_\_  
 Evaluator and title: \_\_\_\_\_ Date of review: \_\_\_\_\_

**I. Summary of observation: (dates, settings, length of time, activities, etc.)**

--

Rating scale: 0 = not applicable; 1 = unsatisfactory; 2 = inconsistent; 3 = meets expectations; 4 = strength; 5 = demonstrates excellence

II. Roles and responsibilities (using the evaluation scale of 0-5)	1 (date)	2 (date)	3 (date)	4 (date)
<b>1. Prevention:</b> a. Educates and collaborates with educators, families, parents, and the community to eliminate or inhibit the onset and development of communication disorders by minimizing risks and exposure b. Coordinates, supervises, and/or conducts screenings Comments:				
<b>2. Identification:</b> Participates in the team process of identifying students who may need assessments to determine a continuum of intervention strategies and/or eligibility for special education or related services Comments:				
<b>3. Assessment:</b> Conducts thorough, appropriate, and balanced speech, language, and/or communication assessments using a comprehensive assessment plan. Applies assessment models that incorporate standardized and non-standardized procedures and tools. Collects data using a variety of sources including interviews, curriculum, checklists, portfolios, and observations. Comments:				
<b>4. Evaluation:</b> Interprets data to determine the nature and severity of a student's communication disorder, delay, or difference and its effect on academic and social performance. Summarizes all information relative to the student's history, impairment/disability/handicap, and				

**Appendix F. Professional Performance Review Process for the School-Based Speech-Language Pathologist**

<p>other factors such as age, attention, cognition, sensory deficits, social/emotional development, and cultural and/or linguistic diversity. Contributes to the process of determining eligibility for services and makes appropriate recommendations to the team.</p> <p>Comments:</p>				
<b>II. Roles and responsibilities (using the evaluation scale of 0-5)</b>	<b>1 (date)</b>	<b>2 (date)</b>	<b>3 (date)</b>	<b>4 (date)</b>
<p><b>5. Caseload Management:</b> Uses service delivery options efficiently and effectively. Fulfills the duties of case manager as appropriate. Meets responsibilities and obligations to students on the caseload. Follows risk management procedures. Keeps clear and comprehensive records and informs parents and teachers of students' progress.</p> <p>Comments:</p>				
<p><b>6. Interpersonal skills and professionalism:</b> Creates a positive learning environment for students and colleagues. Promotes positive interpersonal relationships through open communication, honesty, and respect. Takes responsibility and conducts self in an ethical manner. Advocates for students. Pursues ongoing professional development. Participates in research activities when appropriate. Provides guidance and leadership to school staff.</p> <p>Comments:</p>				
<p><b>7. Supervision (when appropriate)</b> Assists supervisees/mentees to develop goals for achieving and evaluating skills and knowledge. Evaluates supervisee's skills and knowledge for purposes of periodic performance reviews, completion of certification requirements, and/or professional advancement.</p> <p>Comments:</p>				

**MATERNITY LEAVE APPLICATION**

Submit this to your principal once completed

Date Submitted \_\_\_\_\_

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

Building Assignment \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

Supervising Principal \_\_\_\_\_

Your Total Accrued Sick Leave \_\_\_\_\_

Your Due Date (as determined by your physician) \_\_\_\_\_

Your Requested Date to begin leave \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# **Exhibit J**

## **Insurance**

### **Details**